

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388064

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900364106		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BK Giulini GmbH		06/26/2015	Limited Liability Company: GERMANY
RECEIVING PARTY DATA			
Name:	SRL Pharma GmbH		
Street Address:	Giulinistrasse 2		
City:	Ludwigshafen/Rhein		
State/Country:	GERMANY		
Postal Code:	HRB 64475		
Entity Type:	Limited Liability Company: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1318817	ALUGEL	
Registration Number:	1316399	GILUMAG	
Registration Number:	3200070	GILUGEL	
CORRESPONDENCE DATA			
Fax Number:	2026375600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2026375600		
Email:	dawn.mccoy@hoganlovells.com		
Correspondent Name:	Anna Kurian Shaw		
Address Line 1:	555 Thirteenth Street, N.W.		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	041052.000008		
NAME OF SUBMITTER:	Birte Hoehne-Mahyera		
SIGNATURE:	/Birte Hoehne-Mahyera/		
DATE SIGNED:	06/15/2016		
Total Attachments: 17			
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PC Asset Transfer Agreement

By and between

BK Giulini GmbH

--- "Transferor" ---

on the one hand and

SRL Pharma GmbH

--- "Transferee" ---

on the other hand

TABLE OF CONTENTS

Recitals..... 3

1. Consummation of the SAPA..... 3

2. Transfer of all BKG Sold PCG Assets and BKG Sold Contractual Relationships 4

3. Further Assurances 5

4. The Parties' Liability 5

5. Costs and Expenses 5

6. Notices and Communication..... 5

7. Miscellaneous..... 6



This Asset Transfer Agreement (this "**Agreement**") is made on 26 June 2015 by and between

1. **BK Giulini GmbH**, a limited liability company under the laws of Germany, with corporate seat in Ludwigshafen/Germany, and registered with the commercial register at the local court of Ludwigshafen/Germany under registration no. HRB 1782

("Transferor")

and

2. **SRL Pharma GmbH**, Giulinistrasse 2, 67065 Ludwigshafen/Rhein, Germany, registered with the commercial register of the local court (*Amtsgericht*) of Ludwigshafen under HRB 64475

("Transferee")

- The Transferor and the Transferee are herein referred to each as a "**Party**" and together as the "**Parties**" -

Recitals

- (A) The Transferor, ICL Holding Germany beschränkt haftende OHG, Fibrisol Service Limited UK, the Transferee, SRL Dental GmbH (formerly: mertus 205. GmbH) and SRL Coöperatief U.A. entered into a Sale and Purchase Agreement regarding the Pharma & Cosmetics and Gypsum Business dated 21/22 May 2015 (deed roll no. 37/2015 of the notary Dr. Friedrich Heilmann, Frankfurt am Main, Germany) (the "**SAPA**") concerning the sale and purchase of inter alia certain assets, contracts, liabilities pertaining to the PC Business of the Transferor. Capitalized terms used but not defined herein shall have the same meaning ascribed to them in the SAPA.
- (B) Pursuant to the SAPA, the Transferor agreed to sell to the Transferee, and the Transferee agreed to purchase certain assets, contracts and liabilities from the Transferor subject to the terms and conditions of the SAPA.

Now, therefore, the Parties hereby agree as follows:

1. Consummation of the SAPA

- 1.1 This Agreement is entered into in connection with the consummation of the SAPA and in order to perform at the Closing Date certain obligations as agreed in the SAPA. The SAPA (including all annexes and exhibits attached thereto) is fully known by the Parties and forms and integral part of this Agreement.
- 1.2 This Agreement is subject to the terms and conditions of the SAPA. The SAPA shall take precedence over this Agreement. To the extent a conflict arises between certain provisions of this Agreement and the terms and conditions of the SAPA, the Parties shall undertake to amend

this Agreement in a way that it is consistent with the terms and conditions of the SAPA and - during the period of such amendment has not occurred - shall put each other in the same economic position as if such amendment had occurred.

1.3 All provisions of the SAPA shall remain in full force and effect and nothing herein shall be construed to modify any of the terms, provisions, covenants or conditions contained in the SAPA.

2. Transfer of all BKG Sold PCG Assets and BKG Sold Contractual Relationships

2.1 Subject to the terms and conditions of the SAPA, the Transferor hereby transfers (*überträgt*) the BKG Sold PCG Assets in relation to the PC Business owned or held by it at Closing Date and assigns to Transferee all of its rights, interests and other properties in and to the BKG Sold PCG Assets in relation to the PC Business as defined in Section 3.1.1 of the SAPA, including but not limited to those of the BKG Sold PCG Assets in relation to the PC Business listed in **Annex 2.1.**

2.2 Subject to the terms and conditions of the SAPA, the Transferor hereby transfers (*überträgt*) its BKG Sold Contractual Relationships in relation to the PC Business with effect as of the Closing Date and assigns to Transferee all of its rights, interests and other properties in and to the BKG Sold Contractual Relationships in relation to the PC Business as defined in Section 3.1.3 of the SAPA, including but not limited to those of the BKG Sold Contractual Relationships in relation to the PC Business listed in **Annex 2.2.**

2.3 The Transferor shall not sell to the Transferee, and the Transferee shall not purchase, any of the BKG Excluded Assets as defined in Section 3.1.2 of the SAPA.

2.4 The Transferee hereby accepts the assignment and transfer of the BKG Sold PCG Assets and the BKG Sold Contractual Relationships (both in relation to the PC Business) and assumes (*übernehmen*) and shall discharge (*befreien*) the Transferor from, and shall perform and fulfill (*erfüllen*), any of BKG Sold Liabilities in relation to the PC Business as defined in Section 3.1.4 of the SAPA, in each case in accordance with the terms and conditions of the SAPA. The Transferee shall not assume from the Transferor any of the BKG Excluded Liabilities.

2.5 The Transferor shall transfer to the Transferee and the Transferee shall assume from the Transferor physical possession of the movable BKG Sold PCG Assets in relation to the PC Business on the Closing Date or as soon as practically possible after the Closing Date (transfer of title pursuant to Section 929 sentence 1 of the German Civil Code, *BGB*) and to the extent to which the moveable BKG Sold PCG Assets in relation to the PC Business are then located in buildings on the business premises of the Transferor in Ludwigshafen, Germany, shall enable the Transferee to take possession of such moveable BKG Sold PCG Assets in relation to the PC Business. To the extent that the Transferee already holds physical possession of the moveable BKG Sold PCG Assets in relation to the PC Business on the Closing Date, no further handover

to the Transferee is required (transfer of title pursuant to Section 929 sentence 2 of the German Civil Code, *BGB*).

- 2.6 To the extent that the Transferor has not transferred physical possession of the movable BKG Sold PCG Assets in relation to the PC Business to the Transferee prior to or on the Closing Date, the Transferor shall keep physical possession of such assets in custody for and on behalf of the Transferee until physical possession has been transferred to the Transferee thus being possession mediator of the Transferee as of the Closing Date (transfer of title pursuant to Section 930 of the German Civil Code, *BGB*).
- 2.7 To the extent the movable BKG Sold PCG Assets in relation to the PC Business are in the physical or intermediate possession of third parties as of the date hereof, the Transferor hereby assigns to Transferee all its claims for repossession vis-à-vis such third parties with regard to such movable BKG Sold PCG Assets in relation to the PC Business and shall instruct such third parties to keep physical or intermediate possession of such movable assets for and on behalf of the Transferee as new owner forthwith. The Transferee hereby accepts such assignments and acknowledges such instructions for possession for and on its behalf (transfer of title pursuant to Section 931 of the German Civil Code, *BGB*).

3. Further Assurances

The Parties agree to execute, make, acknowledge, and deliver such instruments, agreements and other documents as may be reasonably required or mandatory under applicable law to effectuate the purposes of this Agreement and to consummate the transactions contemplated hereby.

4. The Parties' Liability

The Parties' liability towards each other under or in connection with this Agreement shall be governed exclusively by the SAPA.

5. Costs and Expenses

In accordance with Section 30 of the SAPA, each Party shall bear its own costs and expenses in connection with the preparation, execution and consummation of this Agreement.

6. Notices and Communication


All notices, requests and other communication under or in connection with this Agreement shall be made in accordance with Section 33 of the SAPA.

7. Miscellaneous

- 7.1 This Agreement and the SAPA including all documents referred to herein and therein set forth the entire agreement and understanding between the Parties and supersede any prior agreement or understanding, written or oral, relating to the subject matter of this Agreement.
- 7.2 Any amendment of or addition to this Agreement must be duly executed in writing on behalf of each Party bound by it by its duly authorized officer or employee, unless a more stringent form is required. This also applies to the deletion or amendment of this Section 7.2.
- 7.3 As regards the assignment of rights and obligations pursuant to the Agreement, Section 31 of the SAPA shall apply accordingly.
- 7.4 This Agreement and the transactions contemplated hereby shall be governed by, and be construed in accordance with, the Laws of the Federal Republic of Germany, without regard to principles of conflicts of Laws and without regard to the United Nations Convention on the International Sales of Goods (CISG).
- 7.5 Section 35 of the SAPA shall apply accordingly for any disputes arising out of or in connection with this Agreement.
- 7.6 Should any individual provision of this Agreement be or become wholly or partially invalid or unrealizable, or should there prove to be an omission herein, this shall not affect the validity of the remaining provisions. In the place of the invalid or unrealizable provision or in order to fill the gap, the Parties undertake to agree on an appropriate provision that, within the framework of what is legally permissible, comes closest to what the Parties intended or would have intended in accordance with the purpose of this Agreement if they had considered the matter at the outset.

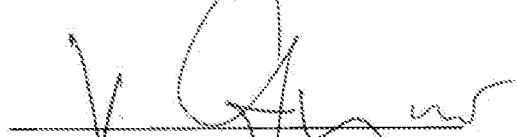
Frankfurt, this 26 June 2015

BK Giulini GmbH




Name: Dr. Kirsten Girnth
Title: by Power of Attorney

SRL Pharma GmbH



Name: Dr. Volker Geyrhalter
Title: by Power of Attorney



BK Giulini GmbH


Name: Dr. Philipp Oppermann

Title: : by Power of Attorney



LIST OF ANNEXES

Annex 2.1 BKG Sold PCG Assets relating to PC Business

Annex 2.2 BKG Sold Contractual Relationships relating to PC Business

A handwritten signature or mark, possibly a stylized 'A' or 'B', located in the bottom right corner of the page.

Annex 2.1 to the PC Asset Transfer Agreement



Project LuYa 2

PHARMA AND COSMETICS BUSINESS

List of Intellectual Property

BK Giuliani GmbH

(Status as of 17.06.2015)

i. List of Registered Trademarks Pharma Business of BK Giulini GmbH

countries	registry number	trademark	owner	next renewal	classes	application date
US	1 318 817	ALUGEL	BK Giulini GmbH	12.02.2015	1	18.05.1984
DE	966 167	Alugel	BK Giulini GmbH	30.04.2017	1	21.04.1977
IB	437530	Alugel	BK Giulini GmbH	05.05.2018	1	05.05.1978
IB	276524	ALUGEL	BK Giulini GmbH	22.11.2023	1	05.05.1960
US	1 316 399	GILUMAG	BK Giulini GmbH	29.01.2015	1	18.05.1984
DE	982 595	GILUMAG	BK Giulini GmbH	31.07.2018	1	29.07.1978
IB	443727	GILUMAG	BK Giulini GmbH	10.03.2019	1	22.02.1979
DE	984 365	LUXOPHARM	BK Giulini GmbH	30.09.2018	1	21.09.1978
IB	445029	LUXOPHARM	BK Giulini GmbH	25.05.2019	1	10.04.1979
CA	282 450	LUXOPHARM	BK Giulini GmbH	19.08.2028	1	04.03.1982

2. List of Registered Trademarks Cosmetics Business of BK Giulini GmbH

countries	registry number	trademark	owner	next renewal	classes	application date
DE	1066731	ALOXICOLL	BK Giulini GmbH	29.02.2024	1,3,5	21.02.1984
GB	1 256 173	ALOXICOLL	BK Giulini GmbH	10.12.2016	1,3,5	10.12.1985
DE	2 015 789	GILUGEL	BK Giulini GmbH	31.08.2021	1	10.08.1991
GB	1 475 216	GILUGEL	BK Giulini GmbH	28.08.2018	1	28.08.1991
IB	590 236	GILUGEL	BK Giulini GmbH	28.07.2022	1	23.06.1992
IB	438000	GILUGEL	BK Giulini GmbH	14.06.2018	1	02.04.1978
JP	2 596 483	GILUGEL	BK Giulini GmbH	30.11.2023	1	03.09.1991
US	3200070	Gilugel	BK Giulini GmbH	23.01.2017	1	17.11.2004
DE	1 085 690	GILUMASC	BK Giulini GmbH	30.06.2015	3	21.06.1985
DK	VR 1987 01206	GILUMASC	BK Giulini GmbH	13.03.2017	3	18.02.1986
FI	100 495	GILUMASC	BK Giulini GmbH	20.01.2018	3	24.02.1986
GB	1 261 081	GILUMASC	BK Giulini GmbH	21.02.2017	3	21.02.1986
IB	500 537	GILUMASC	BK Giulini GmbH	25.02.2016	3	17.12.1985
SE	203 438	GILUMASC	BK Giulini GmbH	28.11.2016	3	11.02.1986
DE	1 093 590	ZIRKONAL	BK Giulini GmbH	31.08.2015	1	28.08.1985

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Annex 3.1.1. (part 1)

Reconciliation of Annex 3.1.1 (part 1) to the Financial Factbook - PCG - May15A

PCG Assets Sellers

<i>Currency: €</i>	<i>As per Fixed Assets List</i>
BK Giulini GmbH (Gypsum)	
Tangible Assets	1.009.351
Intangible Assets	150.988
Fixed Assets	1.160.339
BK Giulini GmbH (PC)	
Tangible Assets	3.048.488
Intangible Assets	93.463
Fixed Assets	3.141.952
Fibrisol Service Ltd. (Bromborough)	
Tangible Assets	1.349.896
Intangible Assets	-
Fixed Assets	1.349.896
	<i>(refer to Annex 4.1.1)</i>
Total Bk Giulini (PCG) Assets Sellers	
Tangible Assets	5.407.735
Intangible Assets	244.451
Fixed Assets - BKG Asset Sellers	5.652.186

Annex 2.2 to the PC Asset Transfer Agreement

Pension Insurance PC

Insurance	Policyholder	Company	Polycynumber	starting	
Allianz Lebensversicherungs-AG	Ewald, Matthias	BK Giuliani Chemie GmbH & Co. OHG	6/224860/22	01.07.2000	change from polycyno. 6/577226/347
Allianz Lebensversicherungs-AG	Ewald, Matthias	BK Giuliani Chemie GmbH & Co. OHG	6/577226/230	01.01.2000	addendum
Allianz Lebensversicherungs-AG	Ewald, Matthias	BK Giuliani Chemie GmbH & Co. OHG	6/224860/3	01.07.2005	addendum
Allianz Lebensversicherungs-AG	Ewald, Matthias	BK Giuliani GmbH	6/577226/245	01.07.2006	addendum
Allianz Lebensversicherungs-AG	Ewald, Matthias	BK Giuliani GmbH	6/577226/300	01.07.2006	addendum
Allianz Lebensversicherungs-AG	Ewald, Matthias	BK Giuliani GmbH	6/577226/226	01.12.2006	addendum
Allianz Lebensversicherungs-AG	Ewald, Matthias	BK Giuliani GmbH	6/577226/230	01.12.2006	addendum
Allianz Lebensversicherungs-AG	Muertz, Helmut	BK Giuliani GmbH	6/577226/338	01.07.2000	addendum
Allianz Lebensversicherungs-AG	Muertz, Helmut	BK Giuliani Chemie GmbH & Co. OHG	6/224860/5	01.07.2004	addendum
Allianz Lebensversicherungs-AG	Muertz, Helmut	BK Giuliani GmbH	6/577226/338	01.07.2006	addendum
HDI Lebensversicherung AG	Muertz, Helmut	BK Giuliani Chemie GmbH & Co. OHG	100757450	01.07.1998	
HDI Lebensversicherung AG	Muertz, Helmut	BK Giuliani Chemie GmbH & Co. OHG	100757382	01.07.1998	
HDI Lebensversicherung AG	Muertz, Helmut	BK Giuliani Chemie GmbH & Co. OHG	101053570	01.07.1999	

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