

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389410

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Raymond and Ruth Perelman Education Foundation		10/02/2013	Trust:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RRP Education Asset Holdings, LLC		
<b>Street Address:</b>	1 Bala Avenue		
<b>Internal Address:</b>	Suite 310		
<b>City:</b>	Bala Cynwyd		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19004		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0670236	DICALITE	
<b>Registration Number:</b>	0523492	DICALITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126983599		
<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>			
<b>Phone:</b>	2126983500		
<b>Email:</b>	patents@dechert.com		
<b>Correspondent Name:</b>	DECHERT LLP		
<b>Address Line 1:</b>	1095 AVENUE OF THE AMERICAS		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036-6797		
<b>ATTORNEY DOCKET NUMBER:</b>	392735-146841		
<b>NAME OF SUBMITTER:</b>	Alan Wang		
<b>SIGNATURE:</b>	/Alan Wang/		
<b>DATE SIGNED:</b>	06/27/2016		
<b>Total Attachments: 13</b>			
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**ASSIGNMENT AND ACCEPTANCE**  
**(Certain Tangible Personal Property and Intangible Property of the Raymond and Ruth Perelman Education Foundation)**

THIS ASSIGNMENT AND ACCEPTANCE (this "Assignment") is made and entered into as of the 12 day of October, 2013 (the "Effective Date") between Raymond G. Perelman, as Trustee of the Raymond and Ruth Perelman Education Foundation under Trust Agreement dated August 21, 1995, as amended and restated ("Assignor"), and RRP Education Asset Holdings, LLC, a Florida limited liability company ("Assignee").

**RECITALS**

A. WHEREAS, Assignor was established by Agreement of Trust executed August 21, 1995 (the "August 21, 1995 Agreement"), by RAYMOND G. PERELMAN and RUTH PERELMAN, as "Settlors" and "Original Trustees"; and

B. WHEREAS, the August 21, 1995 Agreement was amended and restated in its entirety by a First Amendment and Restatement dated February 12, 1996 (the "First Restatement"); and

C. WHEREAS, the First Restatement was amended by a First Amendment thereto dated November 12, 2007, a Second Amendment thereto dated August 18, 2009, a [Third] Amendment thereto dated May 13, 2013, and a [Fourth] Amendment thereto dated May 29, 2013, and was further amended and restated in its entirety by a [Fifth] Amendment and [Second] Restatement dated June 11, 2013 (the August 21, 1995 Agreement, as amended and restated, is referred to herein as the "Trust Agreement"); and

D. WHEREAS, Assignor owns one hundred percent (100%) of the membership interests of Assignee; and

E. WHEREAS, Assignor desires to distribute, transfer and assign all of Assignor's right, title and interest in certain assets and properties of Assignor, tangible and intangible, which are more specifically described on Exhibit A attached hereto and incorporated herein (collectively, the "Assets"), to Assignee; and

F. WHEREAS, Assignor does not desire to distribute, transfer and assign any of Assignor's right, title and interest in any of the categories of assets and properties, tangible and intangible, which are specifically described on Exhibit B attached hereto and incorporated herein (collectively, the "Excluded Assets"), to Assignee; and

G. WHEREAS, Assignor desires to distribute, transfer and assign all of Assignor's right, title and interest in all contracts to which Assignor is a party (collectively, the "Contracts") to Assignee; and

H. WHEREAS, pursuant to the terms of the Trust Agreement, Assignor is authorized to distribute, transfer and assign the Assets and the Contracts to Assignee; and

I. WHEREAS, Assignee desires to accept said transfer and assignment of the Assets and the Contracts.

**NOW, THEREFORE**, in consideration of the promises, agreements, covenants, understandings, undertakings, representations and warranties set forth herein, and intending to be legally bound thereby, the parties agree as follows:

1. Transfer and Assignment. As of the Effective Date, Assignor hereby transfers and assigns, without consideration, all of Assignor's right, title and interest in the Assets and the Contracts to Assignee.

2. Acceptance and Assumption. Assignee hereby accepts the Assets and the Contracts, as of the Effective Date. Assignee covenants to perform fully its obligations with respect to the Contracts.

3. Future Cooperation. Assignor and Assignee mutually agree to cooperate at all times from and after the Effective Date with respect to any of the matters described herein, and to execute such assignments or other documents as may be reasonably requested for the purpose of giving effect to, evidencing, or giving notice of the transactions evidenced by this Assignment.

4. Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this Assignment by reference.

5. Counterparts. Any number of counterparts of this Assignment may be executed. Each counterpart will be deemed to be an original instrument, and all counterparts taken together will constitute one Assignment. Confirmation of execution by electronic transmission of a facsimile or e-mailed signature page shall be binding upon any party so confirming.

6. Governing Law. This Assignment will be governed by the laws of the State of Florida, without giving effect to principles of conflict of laws of that state or any other state or any other state or any other state or any other state or any other state.

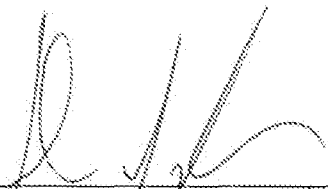
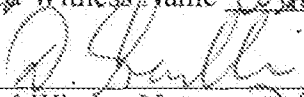
7. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

*Remainder of page intentionally left blank.*

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

**RAYMOND AND RUTH PERELMAN  
EDUCATION FOUNDATION UNDER  
TRUST AGREEMENT DATED AUGUST  
21, 1995, AS AMENDED AND RESTATED**



  
Printed Witness Name Cosell  
  
Printed Witness Name J. Franklin

  
By: RAYMOND G. PERELMAN, Trustee

**ASSIGNEE:**

**RRP EDUCATION RE HOLDINGS, LLC a  
Florida limited liability company**

**RAYMOND AND RUTH PERELMAN  
EDUCATION FOUNDATION UNDER  
TRUST AGREEMENT DATED AUGUST  
21, 1995, AS AMENDED AND RESTATED**

  
Printed Witness Name Cosell  
  
Printed Witness Name J. Franklin

  
By: RAYMOND G. PERELMAN, Trustee

## EXHIBIT A

### Assets

1. Assignor's right, title and interest in any inventory of raw materials, work-in-process, finished goods, manufacturing supplies and packaging supplies.
2. Assignor's right, title and interest in any prepaid expenses, deposits and rights to credits or refunds.
3. Assignor's right, title and interest in and to all leases relating to any real property of the Assignor.
4. Assignor's right, title and interest in any plant, property and equipment and other tangible personal property owned or leased by Assignor, including, without limitation, leasehold improvements, furniture, furnishings, machinery, vehicles, kilns, storage containers, tools, manufacturing supplies and offices supplies, and all related spare parts and warranty rights relating thereto (collectively, the "Tangible Personal Property").
5. Assignor's right, title, and interest in and to all leases relating to the Tangible Personal Property, together with all deposits relating thereto.
6. Assignor's right, title and interest in and to all service marks, trademarks, tradenames, logos, patents (and the inventions described therein), copyrights, license arrangements, discoveries and other know-how, and all applications therefor, whether or not registered, including without limitation those listed on Exhibit C attached hereto and incorporated herein (collectively, the "Intellectual Property").
7. Assignor's right, title, and interest in and to all licenses relating to the Intellectual Property, together with all deposits relating thereto.
8. Any and all of Assignor's insurance policies currently in effect, including all rights to coverage, all proceeds and all prepaid insurance under such policies.
9. Assignor's right, title and interest in any computer hardware and software.
10. Assignor's rights to refunds, claims and causes of action.

## EXHIBIT B

### Excluded Assets

1. Assignor's cash, cash equivalents, marketable securities and non-marketable securities.
2. All notes receivable, accounts receivable and other advances or extensions of credit, whether written or unwritten, of or by Assignor.
3. Assignor's right and interest in the names "Dicalite", "Dicalite Corporation", "Grefco" and "Grefco, Inc.", and any respective corporate names.
4. Assignor's right, title and interest in all entities owned, in whole or in part, directly or indirectly, beneficially or of record, by Assignor, other than Assignor's right, title and interest in RRP Education Asset Holdings, LLC, a Florida limited liability company, it being Assignor's intent not to transfer any of Assignor's right, title and interest in such entity as of the Effective Date.
5. The books, records and documents relating to Assignor, including without limitation, all books of account, ledgers and all other financial records, and all books, records and documents relating to Assignor's exemption from Federal income tax under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), as an organization described in Section 501(c)(3) of the Code.
6. Any Return of Private Foundation (Form 990-PF), whether or not such return has been filed with the Internal Revenue Service.

**EXHIBIT C**  
**Intellectual Property**

(See Attached)



EXHIBIT A

Dicalite Corp.

U. S. PATENTS

4671973	779,054	Tarbell/Mirliss-Method of treatment of mineral extender fillers	6-9-87	6-9-04
4187174	973566	Nielsen/Vogelsang Diatomaceous earth filtered and method of manufacturing	2-5-80	2-5-00
4183980	886614	Nielsen Improved Perlite filler	1-15-80	1-15-97
4142968	849873	Nielsen/Vogelsang Diatomaceous earth filter aids	3-6-79	3-6-96

DICALITE CORP.  
FOREIGN PATENTS

PAT.No.	Country	DESCRIPTION	Iss.Date	Exp.Date	PAT.App.No.
1100480	Italy 29583A/78	Neilson/Vogelsang diatomaceous earth filter aids	9-28-85	1-8-98	

EXHIBIT A

**DICALITE CORP.  
TRADEMARKS**

Name	Reg.No	Filed/Renewed date	exp.date
Dicalite	511056	6-14-49/6-14-89	2009
Speedex	520848	7-7-50/2-7-90	2000
Speedflow	562723	8-12-52/8-12-92	2002
Superaid	520849	2-7-50/2-7-90	2000

**DICALITE CO.  
FOREIGN TRADEMARKS**

Country/ Name	Reg.No	Filed/Renewed date	exp.date
Australia Dicalite	A178977	3-6-70/3-6-84	1998
Australia Dicalite	A178978	3-6-7-/3-6-84	1998
Australia Dicaperl	A396128	8-26-83/8-26-90	2004
Australia Permalite	A117158	2-2-54/2-2-82	1996
Austria Dicalite	44107	9-6-60/9-6-90	2000
Austria Dicaperl	108891	4-23-85/4-20-95	2005

Country/ Name	Reg.No	Filed/Renewed date	exp.date
Bangladesh Dicalite	10971	11-26-82/	1997
Benelux Dicalite	107913	12-31-71/12-31-85	1995
Bolivia Dicalite	9260C/27099A	9-21-79/9-21-89	1999
Brazil Speedex	668834	5-25-78/5-28-88	1998
Brazil Speedflow	623657	10-29-75/2-25-86	1996
Brazil Speedplus	623658	2-25-76/2-25-86	1996
Brazil Superaid	668833	5-25-78/5-25-88	1998
Canada Aero-soil	350704	2-3-89/	2004
Canada Dicalite	15/4623	4-15-65/4-15-95	2010
Denmark Dicalite	1379/1949	10-29-89	1999
Denmark Dicalite	2877/1960	10-29-69/12-20-90	2000
Dominican Repubic Dicalite	11809	7-25-81	2001

Country/ Name	Reg.No	Filed/Renewed date	exp.date
Dominican Republic Dicalite	7162	1-16-60/1-16-80	2000
Egypt Dicalite	37594	8-2-90	2000
Finland Dicalite	38531	5-29-62/82	1992
France Dicalite	71613	6-13-60/5-17-85	1995
Gr. Britan Dicalite	677618	3-7-70/84	1999
Gr.Britan Dicalite:17	806847	6-8-67/95	2005
Gr.Britan Dicalite	806848	6-8-67/95	2005
Greece Dicalite	25954	8-23-60/90	2000
Israel Dicalite	18871	7-29-67/7-28-95	2005
Italy Dicalite	165625	1-14-61/81	2001
Italy Dicalite	258480	5-30-70/5-90	2000
Japan Dicalite	291619	12-9-63/5-93	1997

Country/ Name	Reg.No	Filed/Renewed date	exp.date
Morocco Dicalite	16230	11-22-60/7-4-80	2000
Norway Dicalite	58427	12-21-61/12-21-01	2001
Pakistan Dicalite	33647	6-16-67/11-26-82	1997
Spain Dicalite	104633	10-26-65/75	1995
Spain Dicalite	369136	2-23-61/5-16-81	2001
Sweden Dicalite	102573	2-23-82/4-91	2001
Switzerland Dicalite	308984	7-29-80	2000
Turkey Dicalite	65291	8-22-89	1999

EXHIBIT A

Grefco, Inc.

TRADEMARKS

Name	Reg.No	Filed/Renewed date	exp.date
Bulk-Aid	719455	8-8-61/2-25-81	2001
Cellu-Aid	752706	7-16-63/7-16-83	2003
Dia-Floc	801314	1-4-66/1-4-86	2006
Dicalite	520847	2-7-70/2-7-90	2000
Dicalite	670236	11-25-58/11-25-78	1998
DTS	992963	9-10-74/7-25-80	2000
Dicalite	523492	4-4-50/4-4-90	2000
4200	522684	3-21-50/3-21-90	2000
Dicamite	1069653	7-19-77/9-16-82	2002
Dica-Pak	933969	5-16-72/8-2-77	1997
Dica-sorb	945943	10-24-72/12-20-76	1996
GT	1042033	6-29-76/9-4-81	2001

**GREFCO, INC.**  
**FOREIGN TRADEMARKS**

Country/ Name	Reg.No	Filed/Renewed date	exp.date
Great Britan Decasorb	1026075	3-6-74/3-6-95	2005
Italy Dicasorb	332394	3-18-76	1996
Italy Fiberperl	33431C/76	3-18-76	1996
Italy Grefco	260298C/16	10-19-90	2000
Mexico Dicalite	35293		
Mexico Dicalite	92601		
Mexico Dicalite	94640		
Switzerland Dicasorb	284769	3-8-76	1996
Switzerland Fiberperl	284770	3-8-76	1996