

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389645

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cognis IP Management GmbH		12/08/2015	Corporation: GERMANY
RECEIVING PARTY DATA			
Name:	Gabriel Performance Products, LLC		
Street Address:	725 State Rd.		
City:	Ashtabula		
State/Country:	OHIO		
Postal Code:	44004		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	71700223	VERSAMID	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	3177133500		
Email:	efstrademarks@taftlaw.com		
Correspondent Name:	Amy Wright		
Address Line 1:	One Indiana Square, Suite 3500		
Address Line 2:	Taft Stettinius & Hollister LLP		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Amy Wright		
SIGNATURE:	/Amy Wright/		
DATE SIGNED:	06/29/2016		
Total Attachments: 25			
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TRADEMARK ASSIGNMENT AGREEMENT

between

COGNIS IP MANAGEMENT GMBH, Rheinpromenade 1, 40789 Mohnheim, Germany

- hereinafter the "SELLER" -

BASF PERSONAL CARE AND NUTRITION GMBH, Rheinpromenade 1, 40789 Monheim
am Rhein

- hereinafter the "BPCN" -

and

GABRIEL PERFORMANCE PRODUCTS, LLC, 725 State Road, Ashtabula, Ohio 44004,
USA

- hereinafter the "BUYER" -

Preamble

WHEREAS, SELLER is the owner of the trademark(s) and trademark registrations listed in **Annex 1** (hereinafter the "TRADEMARKS");

WHEREAS, BUYER is interested in acquiring the TRADEMARKS and SELLER is willing to sell the TRADEMARKS to BUYER upon the terms and conditions set out herein and in that certain ASSET PURCHASE AGREEMENT entered into by BUYER and BASF CORPORATION concurrently with the execution of this TRADEMARK ASSIGNMENT AGREEMENT (this "AGREEMENT");

WHEREAS, BPCN is the legal successor of Cognis GmbH, which in 2009 concluded a License Agreement together with SELLER and IMCD ITALIA S.P.A. (the "LICENSE AGREEMENT"); and

WHEREAS, the LICENSE AGREEMENT included the TRADEMARKS set forth in **Annex 3**. (the "LICENSE AGREEMENT TRADEMARKS")

NOW THEREFORE, in view of the foregoing, the parties agree to the following:

1. Sale, Assignment and Transfer of the TRADEMARKS

- 1.1. SELLER irrevocably assigns and transfers the TRADEMARKS to BUYER, together with the goodwill associated therewith, and all claims and causes of action with respect to the TRADEMARKS, whether accruing before, on or after the date hereof, including

all claims for past, present and future infringement and dilution. BUYER accepts the assignment.

- 1.2. Except as set forth in clause 1.3, BUYER shall be in charge of all acts necessary to effect the registration of the assignment of the TRADEMARKS TO BUYER at the relevant intellectual property office. SELLER shall do all acts and execute all documents and assignment certificates to the extent reasonably necessary to record the transfer of the TRADEMARKS transferred hereunder on the date designated by BUYER. For this purpose, after execution of this AGREEMENT SELLER shall immediately transfer to BUYER all applicable documents in its possession which concern the TRADEMARKS, especially the written correspondence with the competent Patent and Trademark Offices, including the trademark applications therefor, correspondence with former trademark owners, if applicable, and third parties, if applicable, concerning the validity of the TRADEMARKS, as well as its registration certificates.
- 1.3. SELLER shall, simultaneous with the execution of this AGREEMENT, agree to the consent declaration to the transfer of the TRADEMARKS set forth in **Annex 2** attached hereto. SELLER will immediately file the assignment of the TRADEMARKS with the competent Patent and Trademark Offices and shall pay the applicable fees therefor.

2. Representations and Warranties

- 2.1 SELLER warrants that it exclusively owns the TRADEMARKS free and clear of all liens and other encumbrances.
- 2.2 SELLER warrants that the registration status of the TRADEMARKS set forth in **Annex 1** of this AGREEMENT is correctly provided.
- 2.3 SELLER warrants that it is not aware of any oppositions or cancellation proceedings being prosecuted against the TRADEMARKS.
- 2.4 SELLER warrants that there are no encumbrances or extrajudicial warning notices made by opposing third parties against the use of the TRADEMARKS. Similarly, SELLER warrants that it is not aware of third party cancellation proceedings against the TRADEMARKS.
- 2.5 SELLER warrants that it has not granted any licence or security agreement (e.g. lien or pledge) concerning the TRADEMARKS with the exception of the LICENSE AGREEMENT attached as **Annex 3**.
- 2.6 SELLER warrants that it is not aware of any infringement resulting from the use of the TRADEMARKS.

2.7 As of the date hereof, SELLER has timely filed or paid all registrations or continuances and all fees necessary to maintain in effect and in good standing all TRADEMARKS included in the Purchased Assets (as defined in that certain Asset Purchase Agreement, dated as of the date hereof, by and between BASF Corporation and BUYER).

2.8 Apart from the aforementioned representations of the SELLER, the warranty liability of the SELLER is hereby excluded. This warranty liability exclusion also applies with respect to section 444 BGB. SELLER hereby declares that it will not take on any quality warranty with respect to the aforementioned representations pursuant to section 443 paragraph 1 BGB and the BUYER expressly agrees thereto.

3. Purchase Price and Costs

3.1 BUYER shall pay to SELLER the purchase price of USD 900,000 (in words: nine hundred thousand United States Dollars) in addition to statutory value added tax for the assignment of the TRADEMARKS.

3.2 The purchase price is due and payable to the SELLER's bank account upon the execution of this AGREEMENT and delivery of the declaration pursuant to clause 1.3.

3.3 BUYER shall bear the costs and fees for the transfer of the TRADEMARKS, except as provided for in clause 1.3.

4. Back licences

4.1 Following transfer of the TRADEMARKS to the BUYER, the BUYER hereby grants to SELLER

- the exclusive right to use without any limitation in time the TRADEMARKS exclusively in combination with the term "PUR" as follows: "VERSAMID PUR",
- the exclusive right to use until December 31, 2016 the following of the TRADEMARKS

Mark Name	Mark Type	Scripts	Country	International Classes	Mark Image	Class Description	Registration Number
VERSAMID	Word	latin	Australia	1		1 - Polyamide resins	126653
VERSAMID	Word	latin	China	1		1 - Unprocessed synthetic resins	162198
VERSAMID	Word	latin	Japan			1 - polyamide resins used in manufacturing printing inks; other liquid and	488154

						powdery resinoid raw materials; other unprocessed plastics.	
VERSAMID (japanese; katakana)	Word	Japanese (katakana)	Japan		ベ-サ-ミ-ド	34 - Plastics	876382
VERSAMID	Word	latin	Japan	1			1062789
VERSAMID	Word	latin	Indonesia	1		1 - Chemical products used in industry; synthetic resins and polyamide resins.	IDM0002068 21

exclusively in combination with the term "JP" as follows: "VERSAMID JP",

- the exclusive right to sublicense the use of the following TRADEMARKS to IMCD ITALIA S.P.A.

Mark Name	Mark Type	Scripts	Country	International Classes	Class Description	Registration Number
VERSAMID	Word	latin	Austria	13	13 - Polyamide resin	38249
VERSAMID	Word	latin	Benelux	1	1 - Synthetic resins	27742
VERSAMID	Word	latin	Bulgaria	1	1 - Synthetic resins used in industry	7572
VERSAMID	Word	latin	Croatia	1	1 - Synthetic resins for use in industry	Z981058
VERSAMID	Word	latin	Czech Republic	1	1 - Synthetic resins	159929
VERSAMID	Word	latin	Denmark	1	1 - Synthetic resins	VR1956 01222
VERSAMID	Word	latin	Egypt	1	1 - Polyamide synthetic resins used in industry	39843
VERSAMID	Word	latin	Estonia		1 - Synthetic resins used in industry	7575
VERSAMID	Word	latin	Finland	1	1 - Polyamide resins	34212
VERSAMID	Word	latin	France	1	1 - Polyamide resins	1647829
VERSAMID	Word	latin	Germany	1	1 - Class 1: Polyamid-Harze	699377

Mark Name	Mark Type	Scripts	Country	International Classes	Class Description	Registration Number
VERSAMID	Word	latin	Greece	2	2 - Polyamide resins	28832
VERSAMID	Word	latin	Hungary	1	1 - Class 01: Synthetic resins used in industry.	122109
VERSAMID	Word	latin	Ireland (Republic of)	1	1 - Polyamide resins for use in manufactures	A68780
VERSAMID	Word	latin	Israel	1	1 - Polyamide resins for use in industry	21114
VERSAMID	Word	latin	Italy	2	2 - Polyamide resins	1315505
VERSAMID	Word	latin	Latvia	1	1 - Class 1: Artificial resins for industrial use.	M17426
VERSAMID	Word	latin	Lithuania	1	1 - Synthetic resins used in industry	9832
VERSAMID	Word	latin	Norway	1	1 - Synthetic resins	47611
VERSAMID	Word	latin	Poland	1	1 - Polyamide resins	49335
VERSAMID	Word	latin	Portugal	2	2 - Polyamide resins	115317
VERSAMID	Word	latin	Russian Federation	1	1 - Synthetic resins used in industry	41501
VERSAMID	Word	latin	Serbia	1	1 - Synthetic resins for use in industry	19868
VERSAMID	Word	latin	Slovak Republic	1	1 - Class 01: Synthetic resins used in industry	159929
VERSAMID	Word	latin	Slovenia	1	1 - Synthetic resins for industrial use	7080698
VERSAMID	Word	latin	South Africa	1	1 - Synthetic resins and chemicals substances, being compounds in synthetic resins including polyamide resins, included in Class 1	1597/58
VERSAMID	Word	latin	Spain	1	1 - Synthetic resins	304777
VERSAMID	Word	latin	Sweden	1	1 - Synthetic resins in Class 1; Synthetic resins as semi-manufactured products in the form of sheets, plates and rods in Class 17	80469
VERSAMID	Word	latin	Switzerland	1	1 - Synthetic resins	282346

Mark Name	Mark Type	Scripts	Country	International Classes	Class Description	Registration Number
VERSAMID	Word	latin	Tunisia	1	1 - Chemical products used in industry; Synthetic resins including polyamide resins	EE86247
VERSAMID	Word	latin	Turkey	1	1 - Polyamide resins	132299
VERSAMID	Word	latin	United Kingdom	1	1 - Synthetic resins consisting of amides	752378

until the LICENCE AGREEMENT is terminated, solely under the terms and conditions of the LICENSE AGREEMENT. The SELLER and BPCN pledge themselves to terminate the LICENCE AGREEMENT by December 31, 2016.

- 4.2 SELLER's back licenses granted in clause 4.1 shall be limited to the use of the licensed TRADEMARKS solely in a manner consistent with SELLER'S use of the licensed TRADEMARKS immediately prior to the date of this AGREEMENT and solely in connection with the products SELLER used with the licensed TRADEMARKS immediately prior to the date of this AGREEMENT. SELLER shall use the TRADEMARKS only in a form and manner consistent with, and in connection with goods and services of a level of quality equal to or greater than the quality of goods and services offered in connection with, SELLER's use of the TRADEMARKS immediately prior to the date of this AGREEMENT, and in compliance with all applicable laws.
- 4.3 Within the restriction as of clauses 4.1 and 4.2 SELLER is particularly entitled to
- (a) affix the TRADEMARKS to its products or their means of presentation or packaging;
 - (b) offer or market its products under the TRADEMARKS;
 - (c) use the TRADEMARKS on business stationery or in advertising.
- 4.4 The back licences as of clause 4.1 are granted royalty-free.
- 4.5 The SELLER is not entitled to assign or otherwise transfer its rights in the back licenses as of clause 4.1, not to grant sublicenses to third parties, with the exception of the existing LICENSE AGREEMENT.
- 4.6 Any goodwill derived from the use by SELLER of the TRADEMARKS shall inure to the benefit of BUYER. If SELLER acquires any rights in the TRADEMARKS, by operation of law, or otherwise, such rights shall be deemed and are hereby irrevocably assigned to BUYER without further action by any of the parties. SELLER shall not dispute or challenge, nor assist anyone else in disputing or challenging, BUYER'S rights in and to the TRADEMARKS or the validity of the TRADEMARKS.

4.7 BUYER expressly reserves all intellectual property rights not expressly granted to SELLER under this AGREEMENT.

4.8 BUYER shall have the right to terminate the back licenses by giving written notice to SELLER if SELLER breaches this AGREEMENT and fails to cure such breach within 14 days of being notified in writing of such breach.

5. Miscellaneous

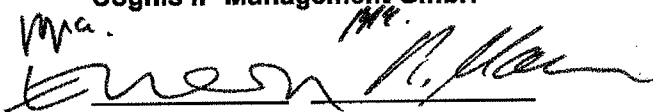
5.1 This AGREEMENT is governed exclusively by German law.

5.2 The exclusive jurisdiction arising from or in connection with this AGREEMENT shall be Mannheim (Germany).

5.3 The parties are each aware of the risk that one or more conditions of this AGREEMENT may be adverse to the perception of this AGREEMENT and be ineffective or void. In each such case, the parties would like to exclude any doubt as to the validity of this AGREEMENT. Should one or more conditions of this AGREEMENT, including this clause entirely or partially be or become ineffective or void or should this AGREEMENT contain any omission, the remaining provisions of this AGREEMENT should continue notwithstanding § 139 BGB. The occurrence of inapplicable or invalid provisions obligates the parties to replace these provisions with provisions which most closely reflect their commercial purpose.

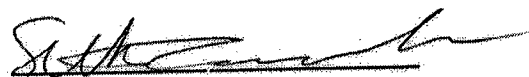
Mohnheim,

Cognis IP Management GmbH

M.M.
M.M.


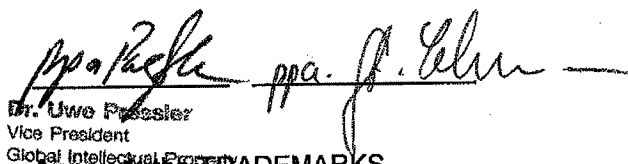
Ohio,

Gabriel Performance Products, LLC



Mohnheim,

BASF Personal Care and Nutrition GmbH


Mr. Uwe Pöschler
Vice President
Global Intellectual Property

December 8, 2015

Annex 1: the TRADEMARKS

Annex 2: declaration of Assignment

Annex 3: Licence Agreement with IMCD ITALIA S.P.A.

Annex 1

TRADEMARKS

Mark Name	Mark Type	Scripts	Country	International Classes	Mark Image	Class Description	Registration Number
VERSAMID	Word	latin	Algeria	1		1 - Chemical products used in industry; synthetic resins including polyamide resins	61962
VERSAMID	Word	latin	Australia	1		1 - Polyamide resins	126653
VERSAMID	Word	latin	Austria	13		13 - Polyamide resin	38249
VERSAMID	Word	latin	Benelux	1		1 - Synthetic resins	27742
VERSAMID	Word	latin	Bulgaria	1		1 - Synthetic resins used in industry	7572
VERSAMID	Word	latin	Canada	1		1 - Polyamide resins	105681
VERSAMID	Word	latin	China	1		1 - Unprocessed synthetic resins	162198
VERSAMID	Word	latin	Croatia	1		1 - Synthetic resins for use in industry	Z981058
VERSAMID	Word	latin	Czech Republic	1		1 - Synthetic resins	159929
VERSAMID	Word	latin	Denmark	1		1 - Synthetic resins	VR1956 01222
VERSAMID	Word	latin	Estonia	1		1 - Synthetic resins used in industry	7575
VERSAMID	Word	latin	Finland	1		1 - Polyamide resins	34212
VERSAMID	Word	latin	France	1		1 - Polyamide resins	1647829
VERSAMID	Word	latin	Georgia	1		1 - Artificial resins used in industry	6754
VERSAMID	Word	latin	Germany	1		1 - Class 1: Polyamid-Harze	699377
VERSAMID	Word	latin	Greece	1		2 - Polyamide resins	28832

Mark Name	Mark Type	Scripts	Country	International Classes	Mark Image	Class Description	Registration Number
VERSAMID	Word	latin	Hong Kong	1		1 - Synthetic resins used in industry	19701182
VERSAMID	Word	latin	Hungary	1		1 - Class 01: Synthetic resins used in industry.	122109
VERSAMID	Word	latin	India	1		1 - Class 01: Synthetic polyamide resins for use in manufactures	185418
VERSAMID	Word	latin	Indonesia	1		1 - Chemical products used in industry; synthetic resins and polyamide resins.	IDM0002068 21
VERSAMID	Word	latin	Ireland	1		1 - Polyamide resins for use in manufactures	A68780
VERSAMID	Word	latin	Israel	1		1 - Polyamide resins for use in industry	21114
VERSAMID	Word	latin	Italy	1		2 - Polyamide resins	1315505
VERSAMID	Word	latin	Japan	1		1 - polyamide resins used in manufacturing printing inks; other liquid and powdery resinoid raw materials; other unprocessed plastics.	488154
VERSAMID	Word	latin	Japan	1	バーサミド	34 - Plastics	876382
VERSAMID	Word	latin	Japan	1			1062789
VERSAMID	Word	latin	Korea, Republic of (KR)			1 - Polyamide resins	212815
VERSAMID(korean)	Word	Korean	Korea, Republic of (KR)	1	버사미드	1 - Int. Class 01: Local Class 24: Polyamide resins	314884
VERSAMID	Word	latin	Latvia	1		1 - Class 1: Artificial resins for industrial use.	M17426
VERSAMID	Word	latin	Lebanon	1		1 - Polyamide resins	34385
VERSAMID	Word	latin	Lithuania	1		1 - Synthetic resins used in industry	9832
VERSAMID	Word	latin	Mexico	1		1 - Only chemical products for the industry, science, photography, agriculture, and silviculture and unprocessed synthetic resins, in Cl. 1; Only semi-processed cellulose acetates, no textile artificial fibers, in Cl. 17	85267

Mark Name	Mark Type	Scripts	Country	International Classes	Mark Image	Class Description	Registration Number
VERSAMID	Word	latin	New Zealand	1		1 - Class 01: Polyamide resins.	62003
VERSAMID	Word	latin	Norway	1		1 - Synthetic resins	47611
VERSAMID	Word	latin	Poland	1		1 - Polyamide resins	49335
VERSAMID	Word	latin	Portugal	2		2 - Polyamide resins	115317
VERSAMID	Word	latin	Russian Federation	1		1 - Synthetic resins used in industry	41501
VERSAMID	Word	latin	Serbia	1		1 - Synthetic resins for use in industry	19868
VERSAMID	Word	latin	Slovak Republic	1		1 - Class 01: Synthetic resins used in industry	159929
VERSAMID	Word	latin	Slovenia	1		1 - Synthetic resins for industrial use	7080698
VERSAMID	Word	latin	South Africa	1		1 - Synthetic resins and chemicals substances, being compounds in synthetic resins including polyamide resins, included in Class 1	1597/58
VERSAMID	Word	latin	Spain	1		1 - Synthetic resins	304777
VERSAMID	Word	latin	Sweden	1		1 - Synthetic resins in Class 1; Synthetic resins as semi-manufactured products in the form of sheets, plates and rods in Class 17	80469
VERSAMID	Word	latin	Taiwan	1		17 - Synthetic resins and polyamide resins	37830
VERSAMID	Word	latin	Tunisia	1		1 - Chemical products used in industry; Synthetic resins including polyamide resins	EE86247
VERSAMID	Word	latin	Turkey	1		1 - Polyamide resins	132299
VERSAMID	Word	latin	United Kingdom	1		1 - Synthetic resins consisting of amides	752378
VERSAMID	Word	latin	United States of America	1		1 - U.S. Class: 006 (International Class 001) POLYAMIDE RESINS	642185

Annex 2

Declaration of Assignment

We

Cognis IP Management GmbH, Rheinpromenade 1, 40789 Mohnheim, Germany

herewith assign all rights to the trademarks as result from Annex 1 to

Gabriel Performance Products LLC, 725 State Road, Ashtabula, Ohio 44004, USA

and herewith agree to the recording of the name of the Assignee in the official files.

location, _____ date _____

Cognis IP Management GmbH

Declaration of Acceptance

We herewith accept the above assignment.

location, _____ date _____

Gabriel Performance Products LLC

LICENSE AGREEMENT

This AGREEMENT is made and entered into
by and between

COGNIS GMBH

Rheinpromenade 1, 40789 Monheim am Rhein, Federal Republic of Germany

- hereinafter referred to as "PRODUCER" -

and

COGNIS IP MANAGEMENT GMBH

Henkelstraße 67, 40589 Düsseldorf, Federal Republic of Germany

- hereinafter referred to as "LICENSOR" -

- both jointly referred to as "COGNIS" -

and

IMCD ITALIA SPA

Via XXV Aprile, 4, 20097 San Donato Milanese (MI), Italy

- hereinafter referred to as "IMCD" or "LICENSEE"

PREAMBLE

WHEREAS,

COGNIS GmbH is a producer of various amines, amides and resins which are currently produced in Europe and the US and mainly sold under the trademarks VERSAMINE®, VERSAMID® and GENAMID®. COGNIS IP Management GmbH holds also respective patent and trademark rights along with important know-how concerning manufacturing and customers.

WHEREAS,

COGNIS is interesting to transfer its business with said products to IMCD and allow IMCD to manufacture or have manufactured the respective products and sell them to customers on their own behalf and on their own account.

WHEREAS,

IMCD is interested to take over the business, and has confirmed to buy all remaining inventories and to acquire a license on Cognis' proprietary know-how and intellectual property rights.

WHEREAS,

LICENSOR is willing and has the right to grant a license on the respective know-how, patents and trademarks.

NOW, THEREFORE,
the PARTIES agree as follows:

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1. Definitions

1.1. CONTRACT RIGHTS shall mean

- 10 (i) the patents and patent applications compiled in Annex A,
(ii) the trademarks and trademark applications compiled in Annex B, and
(iii) the proprietary Cognis know-how compiled in Annex C.

1.2. TERRITORY shall mean the following countries:

- | | |
|--------------------|-------------------------|
| (1) Austria | (25) Morocco |
| (2) Azerbaijan | (26) Netherlands |
| (3) Belarus | (27) Norway |
| (4) Belgium | (28) Poland |
| (5) Bulgaria | (29) Portugal |
| (6) Croatia | (30) Rumania |
| (7) Cyprus | (31) Russian Federation |
| (8) Czech Republic | (32) San Marino |
| (9) Denmark | (33) Serbia |
| (10) Egypt | (34) Slovakia |
| (11) Estonia | (35) Slovenia |
| (12) Finland | (36) South Africa |
| (13) France | (37) Spain |
| (14) Germany | (38) Sweden |
| (15) Greece | (39) Switzerland |
| (16) Hungary | (40) Tunisia |
| (17) Ireland | (41) Turkey |
| (18) Israel | (42) Ukraine |
| (19) Italy | (43) United Kingdom |
| (20) Kazakhstan | (44) Uzbekistan |
| (21) Latvia | |
| (22) Lithuania | |
| (23) Luxembourg | |
| (24) Macedonia | |

1.3. PRODUCTS shall mean Amides, Amines and Resins as compiled in Annex D.

FR/CV01773-05 FINAL/16.12.2009

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2. License type and assignment

- 2.1. LICENSOR herewith grants to LICENSEE an exclusive royalty-bearing license on the licensed subject within the TERRITORY.
- 2.2. LICENSEE shall have the right to manufacture, merchandise, and use the PRODUCTS claimed by the CONTRACT RIGHTS. For this purpose, LICENSEE shall have the right to grant a sublicense to their customers, to the extent needed to sell the PRODUCTS for the claimed use. 2.3. LICENSEE shall have also the right to use the company Cray Valley Italia s.r.l, having its place of business at *Zona Industriale, Traversa B, 66052 Gissi CH* as a toll manufacturer for manufacturing the PRODUCTS and to grant a sub-license to this particular toll manufacturer to the extent necessary.
- 2.3. The assignment of the license and granting sublicenses including sublicenses to other toll manufacturers – except as outlined under section 2.2 – is only permissible with a written approval of LICENSOR
- 2.5. For the sake of good order LICENSOR declares that he also waives its own right to produce, use and sell the PRODUCTS within the TERRITORY.

3. Royalties

- 3.1. LICENSEE and IMCD affiliated companies shall pay to LICENSOR
- (i) a running royalty of six percent (6 %) of the sales price of the licensed PRODUCT charged to external customers respectively from LICENSEE'S and IMCD affiliated companies, both excluding value added taxes, freight and prompt payment or dealer's discount for all PRODUCTS not bought from COGNIS or an affiliate within the COGNIS group;
 - (ii) Further contracts between Licensor and each IMCD affiliated companies will be signed to regulate royalty payment
 - (iii) no royalty for all PRODUCTS bought from COGNIS or an affiliate within the COGNIS group.
- 3.2. The royalties are due on the date of the invoice of LICENSOR. The minimum royalty is
- (i) for the first year (= February 2010 – January 2011): Euro 64.000,-
 - (ii) for the second year (= February 2012 – January 2013): Euro 70.000,-
 - (iii) for the third and any following year (starting February 2013): Euro 77.000,-
- The minimum royalty is credited to the turnover royalty.
- 3.3. The payment shall be made without deduction of withholding taxes on income or other taxes charges or duties that may be imposed. In case that such deduction is required to comply with applicable laws the royalty has to be grossed up insofar. The PARTIES shall co-operate and take all steps reasonably and lawfully available to them to avoid or reduce the deduction of such taxes and to obtain double taxation relief. Income taxes in the jurisdiction of LICENSOR have to be borne by LICENSOR.

4. Records

- 4.1. LICENSEE shall keep separate records relating to the manufacture of the PRODUCTS in such a way that the precise amounts produced by LICENSEE under this AGREEMENT, the customer, the shipment dates and other significant information are apparent.

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4.2. COGNIS shall have the right once a year to inspect and determine the correctness of the bookkeeping and its consistency with the general bookkeeping of the LICENSEE through a licensed auditor. The costs for such an audit shall be borne by the LICENSOR, but in case of discovery of inaccuracies of more than five percent (5 %) it shall be borne by the LICENSEE

5. Accounting

5.1. LICENSEE shall submit a report within one week after the expiration of each calendar quarter. Within the same period LICENSEE has to make payment of the royalties due to the LICENSOR 10 days after receipt of the invoice. The payment shall be made in EURO, all costs of the payment being borne by LICENSEE. The rate of exchange shall be the exchange rate on the last day of the report period.

5.2. Payment shall be affected to
Cognis GmbH

Deutsche Bank AG, Düsseldorf
Account 227247400 (BLZ 300 700 10)
IBAN DE05 3007 0010 0227 2474 00

5.3. LICENSEE agrees to pay LICENSOR interests on the royalties due from the date said payment is due through the date the payment is made, said interest being calculated with an annual rate of five percent (5 %) above the respective discount rate, without a necessity of a specific notice by the LICENSOR.

6. Warranties

6.1. All warranty claims are excluded as far as these are based on the technical data or the know-how transferred. No warranty is made for the reliability, the quality, the economic utilization, the usefulness of the licensed article for the intended purpose or for any other purpose.

6.2. LICENSOR guarantees the existence of the licensed CONTRACT RIGHTS according to Annex A or Annex B on the date of the AGREEMENT. Any liability for later invalidation or lapse of the patents is excluded.

7. Lapse and invalidity of Patents

Royalties which are due prior to the final declaration of invalidity of the CONTRACT RIGHTS, but which have not yet been paid, have to be paid up in full by LICENSEE.

8. Defense and enforcement of the CONTRACT RIGHTS

8.1. LICENSOR shall maintain the CONTRACT RIGHTS for the duration of this agreement on its own costs.

8.2. The parties hereto shall inform each other promptly of any infringement of the CONTRACT RIGHTS in the territory which are subject to this agreement. LICENSOR is obligated to defend the CONTRACT RIGHTS against challenge by third parties (opposition, nullity suit) on own cost. LICENSOR, however, is not obligated to proceed against infringers, but LICENSOR shall support LICENSEE in the enforcement of the CONTRACT RIGHTS, and in particular shall provide them with the necessary procedural powers.

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- 8.3. Any costs related to oppositions or nullity actions shall be borne by LICENSOR. Any costs for infringement complaints shall be borne by the PARTY conducting the litigation. In case the litigation is conducted jointly the costs shall be shared between the PARTIES.
- 8.4. Any damage payments shall belong to the PARTY conducting the litigation. In case the litigation is conducted jointly any damage payments shall be shared between the PARTIES.


9. Duration and termination

- 9.1. The effective date of this AGREEMENT shall be the latest date on which it is signed on behalf of both parties hereto. The AGREEMENT shall stay enforce for five (5) years. It will stay in force recurring for another twelve (12) months each in case a PARTY does not terminate the agreement with three (3) months written notice.
- 9.2. In the case of breach of contract both parties shall have the right to terminate the AGREEMENT for cause. This termination right has to be exercised within four (4) weeks after one party has unsuccessfully requested of the other party, with a reasonable term, that the breach be terminated and remedied.
- 9.3. With respect to LICENSOR valid reasons for termination would be e.g. a late reporting of payment. For LICENSEE, a significant reason for termination would be e.g. the economic impossibility to sell the PRODUCTS.
- 9.4. In case COGNIS should decide to sell the business to a third party, LICENSOR is entitled to terminate the AGREEMENT for special reason with a six (6) months written notice.
- 9.5. In an exceptional case an existing customer of COGNIS does not agree to buy the PRODUCTS from LICENSEE and thus the PARTIES run into danger to lose the business with said customer in its entirety, LICENSEE agrees that COGNIS supplies said customer directly.

10. Miscellaneous

- 10.1. This AGREEMENT is personal to the parties hereto. The rights under this AGREEMENT shall not be sold, assigned or otherwise transferred, unless otherwise agreed upon in writing. However, both PARTIES may assign this AGREEMENT to any affiliate, subsidiary, or parent company, or to a third party as part of any sale, merger, or transfer of the business to which this AGREEMENT pertains.
- 10.2. The AGREEMENT may not be changed or amended orally, but only in writing signed by both parties hereto. The writing must refer to this AGREEMENT and must expressly state that it is an amendment hereof.
- 10.3. Should any provision of this AGREEMENT be or become invalid, such invalidity shall not affect the validity of the entire AGREEMENT, however, that such provision shall be replaced by a regulation which comes closest to the original intention of the parties.
- 10.4. The AGREEMENT constitutes the entire AGREEMENT of the parties.

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10.5. All disputes, controversies or differences which may arise between the parties out of or in connection with this AGREEMENT or the breach thereof shall be settled amicably between the parties. In case an amicable settlement cannot be reached, the matter shall be finally settled under the *Rules of Arbitration of the International Chamber of Commerce* by one arbitrator appointed in accordance with the said Rules. Place of arbitration shall be Düsseldorf. Language of arbitration shall be English. The award shall be in writing; and shall specify the reasons for and the facts on which such decision was reached. The parties hereby waive their right to any form of appeal insofar as such waiver can validly be made. This AGREEMENT shall in all respects be interpreted in accordance with and its performance governed by the laws of the Federal Republic of Germany.

IN WITNESS,
 whereof the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives.

Düsseldorf, this December 19, 2009
 COGNIS GMBH

 Dr. Breucker M. Schick
 VP Functional Products Associate General Counsel

Düsseldorf, this December 19, 2009
 COGNIS IP MANAGEMENT GMBH

 Dr. Fabry Dr. Reinhardt
 VP Intellectual Property Chief IP Counsel

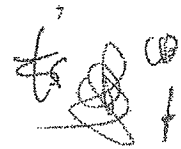
San Donato, this _____ 2009
 IMCD ITALIA SPA

 G. Bonami
 Managing Director

Annex A
PATENT RIGHTS

Material	Chemical Class	Priority Date	Priority No.	US	IS
M 6314	Polyamides	21.07.1998	US 09-119557	WO 00/005286	US 6072023
M 6384	Polyamines	19.01.1999	US 60-116337	WO 00/043434	US 6365708
M 6408	Polyamines	03.08.1998	US 60-095097	WO 00/008082	

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Annex B
TRADEMARK RIGHTS

GENAMID	Country	Date of Registration	Registration No.
GENAMID	Germany	21.03.2003	30250659.4
GENAMID	Austria	14.10.1955	39815
GENAMID	Brazil	25.11.1968	003840840
GENAMID	Latvia	20.09.1994	M17423
GENAMID	Algeria	14.12.1971	44248
GENAMID	Slovakia	13.03.1979	164012
GENAMID	Switzerland	23.05.1958	294540
GENAMID	Czech Republic	26.07.1988	164012
GENAMID	Argentina	08.02.2003	1.912.342
GENAMID	Denmark	04.10.1958	VR1958 02006
GENAMID	Estonia	04.03.1984	08798
GENAMID	Egypt	16.09.1992	39542
GENAMID	Finland	30.03.1960	35076
GENAMID	Georgia	19.03.1998	8678
GENAMID	Hungary	08.08.1978	122295
GENAMID	Lithuania	24.02.1984	9831
GENAMID	France	30.09.1993	1.246.691
GENAMID	United Kingdom	01.05.1958	777187
GENAMID	Greece	14.09.1992	28833
GENAMID	Mexico	05.08.1958	83732
GENAMID	Norway	05.05.1958	51883
GENAMID	Ireland	26.05.1965	A68779
GENAMID	Italy	19.05.1958	361037
GENAMID	Japan	10.02.1959	532968
GENAMID	Portugal	04.04.1963	115318
GENAMID	Romania	28.08.1989	15109

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GENAMID			
GENAMID	Tunisia	01.09.1971	EE86248
GENAMID	Turkey	19.01.1972	132401
GENAMID	Korea, Republic of	18.01.1995	308086
GENAMID	New Zealand	05.05.1993	61638
GENAMID	Slovenia	27.09.1996	7880780
GENAMID	Russian Federation	02.09.1988	85496
GENAMID	Venezuela	18.03.1964	46958
GENAMID	Venezuela	02.05.1994	157525
GENAMID	Serbia (Old Code)	25.04.1983	26903
GENAMID	South Africa	07.05.1958	1425/58
GENAMID	Sweden	29.07.1960	90004
GENAMID	United States of America	08.06.1959	0677859
GENAMID	Chile	28.05.1994	897.743
GENAMID	Israel	27.08.1962	21113
GENAMID	Kuwait	12.01.1963	974
GENAMID	Lebanon	31.10.1962	34384
GENAMID	Australia	30.04.1968	A136771
GENAMID	Bulgaria	07.08.1988	11931
GENAMID	Benelux	03.05.1971	27741
GENAMID	Canada	06.02.1959	113156
GENAMID	Spain	22.10.1958	333851
GENAMID (in Katakana)	Japan	05.06.1969	819991
GENAMID (in Korean)	Korea, Republic of	05.06.1995	314883
VERSAMID	Austria	05.02.1958	38249
VERSAMID	Australia	15.02.1956	126653
VERSAMID	Latvia	20.09.1994	M17426
VERSAMID	Algeria	18.12.1971	44249

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	Country	Registration	Registration Number
VERSAMID	Slovakia	03.09.1970	159929
VERSAMID	Germany	24.01.1957	699377
VERSAMID	Czech Republic	03.06.1990	159929
VERSAMID	Chile	26.03.1992	384290
VERSAMID	China (People's Republic)	15.09.1982	162198
VERSAMID	Denmark	23.06.1956	VR1956 01222
VERSAMID	France	04.03.1991	1647629
VERSAMID	Estonia	01.02.1994	07575
VERSAMID	Egypt	16.09.1992	39843
VERSAMID	Finland	25.09.1959	34212
VERSAMID	United Kingdom	28.03.1956	752378
VERSAMID	Canada	25.01.1957	105881
VERSAMID	Croatia	07.05.1999	2981058
VERSAMID	Hungary	10.06.1970	122109
VERSAMID	India	09.06.1993	185418
VERSAMID	Lithuania	24.02.1994	9832
VERSAMID	Georgia	11.09.1997	6754
VERSAMID	Greece	14.09.1962	28832
VERSAMID	Japan	17.09.1956	466154
VERSAMID	Japan	15.04.1974	1062789
VERSAMID	Portugal	04.04.1963	115317
VERSAMID	Tunisia	01.09.1971	EE86247
VERSAMID	Turkey	19.01.1972	132299
VERSAMID	Mexico	19.06.1956	85267
VERSAMID	Norway	21.02.1956	47611
VERSAMID	Philippines	08.08.1991	51172
VERSAMID	Russian Federation	10.06.1970	41501
VERSAMID	Slovenia	18.12.1995	7080598

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VERSAMID	Country	Date of registration	Registration Number
VERSAMID	Serbia (Old Code)	20.11.1972	19666
VERSAMID	Venezuela	21.03.1967	52781
VERSAMID	Venezuela	02.05.1994	157524
VERSAMID	South Africa	19.05.1958	1597/58
VERSAMID	Poland	08.06.1990	48335
VERSAMID	Sweden	25.05.1956	80469
VERSAMID	Taiwan	01.11.1969	37830
VERSAMID	Hong Kong	15.09.1970	1182/70
VERSAMID	Switzerland	12.04.1956	282346
VERSAMID	Colombia	20.05.1965	59166
VERSAMID	Ireland	26.05.1965	A68780
VERSAMID	Israel	27.08.1962	21114
VERSAMID	Italy	14.05.1958	361036
VERSAMID	Korea, Republic of	16.04.1991	212815
VERSAMID	Kuwait	12.01.1963	975
VERSAMID	Lebanon	31.10.1962	34385
VERSAMID	Algeria	11.12.1991	44249
VERSAMID	Bulgaria	16.06.1990	7572
VERSAMID	New Zealand	20.05.1993	62003
VERSAMID	Argentina	12.12.1961	1954923
VERSAMID	Brazil	06.07.1966	003319008
VERSAMID	Benelux	24.07.1972	27742
VERSAMID	United States of America	05.03.1957	0642185
VERSAMID	Spain	22.06.1956	304777
VERSAMID	Indonesia		
VERSAMID (in Katakana)	Japan	20.10.1970	676382
VERSAMID (in Korean)	Korea, Republic of	05.06.1995	314884

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TRADEMARK	COUNTRY	Date of Registration	Registration Number
VERSAMIDE	Germany	05.01.1962	756761
VERSAMIDE	France	23.11.1965	1.326.951
VERSAMINE	Germany	30.08.1984	1067557
VERSAMINE	Korea, Republic of	26.01.1994	283777
VERSAMINE	Argentina	06.02.2003	1.912.343
VERSAMINE	Brazil	17.09.1996	817575162
VERSAMINE	United States of America	18.08.1981	1165092
VERSAMINE (in Korean)	Korea, Republic of	20.06.1995	315830

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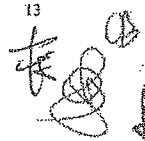
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Annex C
KNOW-HOW

- List of current customers incl. Turnover and quantity
- Specifications for all products

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Annex D
PRODUCTS

GENAMID 2000	VERSAMID 223	VERSAMINE I 368	VERSAMINE 551	VERSAMID 280 B 75
GENAMID 235	VERSAMID 224	VERSAMINE I 375	VERSAMINE 908	VERSAMID 283
GENAMID 250	VERSAMID 225	VERSAMINE I 416	VERSAMINE 912	VERSAMID 335
GENAMID 480	VERSAMID 226	VERSAMINE I 74	VERSAMINE 915	VERSAMINE 05 I 892
GENAMID 491	VERSAMID 227	VERSAMINE I 756	VERSAMINE A 29	VERSAMINE 1000
GENAMID 747	VERSAMID 228	VERSAMINE M 6	VERSAMINE A 82	VERSAMINE 900
GENAMID 775	VERSAMID 229	VERSAMINE M 8	VERSAMINE A 56	VERSAMINE 911
VERSAMID 02 A 62	VERSAMID 280X75	VERSAMINE M- 1	VERSAMINE A 69	VERSAMINE A 56
VERSAMID 03 A 68	VERSAMID 60	VERSAMINE M9	VERSAMINE A 72	VERSAMINE F 11
VERSAMID 100	VERSAMID 62	VERSAMINE P 27	VERSAMINE AE1250XD	VERSAMINE I 70
VERSAMID 100 PMK 60	VERSAMID 710	VERSAMINE S-4	VERSAMINE B 311	VERSAMINE S 2
VERSAMID 100XB60	VERSAMID 74	VERSAMINE S-8	VERSAMINE C 30	VERSAMINE C 36
VERSAMID 115	VERSAMID 744	VERSAMINE SA 28	VERSAMINE C 31	VERSAMINE C 52
VERSAMID 115 X 70	VERSAMID 759	GENAMID 151	VERSAMINE C 395	VERSAMINE M B
VERSAMID 115XBR 80	VERSAMID 76	VERSAMID 100 IT 60	VERSAMINE C 51	VERSAMINE C 42
VERSAMID 125	VERSAMID 930	VERSAMID 100 I 70	VERSAMINE C 74	
VERSAMID 140	VERSAMID 940	VERSAMID 100 P 77.5	VERSAMINE EH 30	
VERSAMID 145	VERSAMID 959	VERSAMID 100 T 60	VERSAMINE EH 50	
VERSAMID 150	VERSAMID 967 GR	VERSAMID 100 X 65	VERSAMINE F 40	
VERSAMID 1855	VERSAMID 973	VERSAMID 115 SC 70	VERSAMINE I 106	
VERSAMID 2050	VERSAMINE 05 I 892	VERSAMID 115 I 73	VERSAMINE I 231	
VERSAMID 222	VERSAMINE 229	VERSAMID 255	VERSAMINE I 280	

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