

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sigma-Aldrich Laborchemikalien GmbH		12/11/2015	Corporation: GERMANY
RECEIVING PARTY DATA			
Name:	Sigma-Aldrich International GmbH		
Street Address:	Wintergasse 7		
City:	St. Gallen		
State/Country:	SWITZERLAND		
Postal Code:	9000		
Entity Type:	Limited Liability Company: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1239043	PESTANAL	
CORRESPONDENCE DATA			
Fax Number:	3147267501		
<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:	314-726-7500		
Email:	BKWefile@hdp.com		
Correspondent Name:	Harness, Dickey & Pierce		
Address Line 1:	7700 Bonhomme Ave.		
Address Line 2:	Suite 400		
Address Line 4:	Saint Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	5268-200149-US		
NAME OF SUBMITTER:	Bryan K. Wheelock		
SIGNATURE:	/Bryan K. Wheelock/		
DATE SIGNED:	08/19/2016		
Total Attachments: 9			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") dated as of December 11, 2015, is made, executed and delivered by and between Sigma-Aldrich Laborchemikalien GmbH, with corporate seat at Riedstrasse 2, 89555 Steinheim am Albuch, Germany, registered with the local court of Ulm under registration number HRB 661909, business address Wunstorfer Str. 40, 30926 Seelze, Germany ("SALG") and Sigma-Aldrich International GmbH, a limited liability company under Swiss law, registered with the commercial register of the canton St. Gallen under CHE-105.315.977 ("Transferee"). SALG and Transferee are referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, Transferee and Affiliates of Transferee have entered into that certain Share and Business Assets Purchase Agreement, as direct and indirect selling parties of all the shares of SALG, together with certain other assets being sold and certain other agreements provided thereunder, to Honeywell Specialty Chemicals Seelze GmbH, Wunstorfer Str. 40, 30926 Seelze, Germany, among other parties, signed and dated as October 19/20, 2015 (Roll of Deeds no. 845/2015-SF of the notary Dr. Sabine Funke, Frankfurt am Main, as amended (the "Purchase Agreement").

WHEREAS, as contemplated by the Purchase Agreement, certain assets that are defined under the Purchase Agreement as the "Carve-out Assets" have been transferred by SALG to Transferee pursuant to that certain Carve-Out Agreement by and between SALG, Transferee, Sigma-Aldrich Chemie GmbH and Sigma-Aldrich Corporation (the "Carve-out Agreement"); and

WHEREAS, further to Section 7(7) of the Carve-out Agreement, the Parties agree to enter into this Assignment to memorialize Transferee's acquisition of all of SALG's right, title and interest in, to and under the registered and common law trademarks assigned pursuant to the Trademark Transfer under the Carve-out Agreement, and all goodwill associated therewith, as more fully identified in Exhibit A attached hereto (the "Transferred Marks").

NOW, THEREFORE, in consideration of the execution of the Carve-out Agreement and the Purchase Agreement, the payment of the consideration stipulated in the Carve-out Agreement, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. Definitions. All capitalized terms that are used but not defined herein shall have the meaning set forth in the Purchase Agreement or the Carve-out Agreement.
2. Assignment of Transferred Assets. SALG does hereby assign and transfer unto Transferee all of its right, title, and interest in, to and under the Transferred Marks.
3. Recordation. SALG hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable national or international office or registrar) to record Transferee as the owner of the Transferred Marks, and to issue any and all Transferred Marks to Transferee, as assignee of

SALG's entire right, title and interest in, to, and under the same. Transferee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Transferred Marks, if applicable. Any reasonable fees charged by any applicable national or international office or registrar in relation to the recordation of the assignment shall be borne by SALG, and SALG shall reimburse Transferee for any and all such fees actually paid by Transferee.

4. No Modifications of the Purchase Agreement or Carve-out Agreement. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of SALG and Transferee and their respective affiliates under the Purchase Agreement or Carve-out Agreement.

5. Further Assurances. SALG shall provide Transferee, its successors, assigns or other legal representatives, all reasonable cooperation and assistance as requested by Transferee to effect, evidence or perfect the assignment of the Transferred Marks to Transferee, or any assignee or successor thereto. In addition, upon Transferee's reasonable request, SALG shall make available to Transferee copies of documents in its possession concerning the Transferred Marks, including copies of the original registration certificate and correspondence with applicable government trademark offices, any objectors to the Transferred Marks, or other third parties (except to the extent such documents are protected by privilege or obligations of confidentiality).

6. Governing Law; Disputes. This Assignment is subject to, and all contractual, quasi-contractual and non-contractual obligations arising from or connected with this Assignment shall be governed by, and construed in accordance with, the laws of the Federal Republic of Germany (excluding conflict of laws rules) under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), provided that any transfer of title, or other function of mandatory law, subject to the laws of a jurisdiction other than Germany shall be governed by, and construed in accordance with, the laws of the jurisdiction required by such transfer of title or mandatory law.

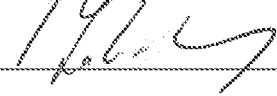
7. Execution. This Assignment may be executed in counterparts, each of which will be deemed to be an original and all of which, taken together, will constitute but one and the same agreement. Any signature hereupon delivered by facsimile or electronic mail shall be deemed for all purposes as constituting good and valid execution and delivery of this Assignment by the Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed effective as of the date first written above.

Sigma-Aldrich Laborchemikalien GmbH

By:



Name:

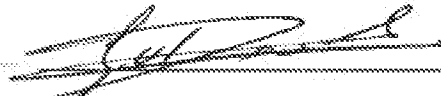
Stephan Labrkamp

Title:

Managing Director

Sigma-Aldrich International GmbH

By:



Name:

Gerrit Van den Dool

Title:

Vorsitzender der Geschäftsführung

{Signature Page to Trademark Assignment Agreement}

Exhibit A -- Transferred Marks

Jurisdiction	Trademark	App. No/ App. Date	Reg. No./ Reg. Date	Owner	Status
Germany	BIOSYNTH	27482 (Jan. 9, 1971)	891888 (Mar. 28, 1972)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Germany	OEKANAL	R37470 (Feb. 12, 1980)	1010265 (Nov. 10, 1980)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Algeria (IR)	PESTANAL	363956 (Dec. 9, 1969)	363956 (Dec. 9, 1969)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Austria (IR)	PESTANAL	363956 (Dec. 9, 1969)	363956 (Dec. 9, 1969)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Benclux (IR)	PESTANAL	363956 (Dec. 9, 1969)	363956 (Dec. 9, 1969)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Bosnia and Herzegovina (IR)	PESTANAL	363956 (Dec. 9, 1969)	363956 (Dec. 9, 1969)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Egypt (IR)	PESTANAL	363956 (Dec. 9, 1969)	363956 (Dec. 9, 1969)	Sigma-Aldrich Laborchemikalien GmbH	Registered
France (IR)	PESTANAL	363956 (Dec. 9, 1969)	363956 (Dec. 9, 1969)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Germany	PESTANAL	R25855 (Aug. 9, 1969)	862755 (Nov. 10, 1969)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Germany (IR)	PESTANAL	363956 (Dec. 9, 1969)	363956 (Dec. 9, 1969)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Hungary (IR)	PESTANAL	363956 (Dec. 9, 1969)	363956 (Dec. 9, 1969)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Italy (IR)	PESTANAL	363956 (Dec. 9, 1969)	363956 (Dec. 9, 1969)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Liechtenstein (IR)	PESTANAL	363956 (Dec. 9, 1969)	363956 (Dec. 9, 1969)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Montenegro (IR)	PESTANAL	363956 (Dec. 9, 1969)	363956 (Dec. 9, 1969)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Morocco (IR)	PESTANAL	363956 (Dec. 9, 1969)	363956 (Dec. 9, 1969)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Portugal (IR)	PESTANAL	363956	363956	Sigma-Aldrich	Registered

Jurisdiction	Trademark	App. No/ App. Date	Reg. No./ Reg. Date	Owner	Status
		(Dec. 9, 1969)	(Dec. 9, 1969)	Laborchemikalien GmbH	
Romania (IR)	PESTANAL	363956 (Dec. 9, 1969)	363956 (Dec. 9, 1969)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Serbia (IR)	PESTANAL	363956 (Dec. 9, 1969)	363956 (Dec. 9, 1969)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Serbia and Montenegro (IR)	PESTANAL	363956 (Dec. 9, 1969)	363956 (Dec. 9, 1969)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Spain (IR)	PESTANAL	363956 (Dec. 9, 1969)	363956 (Dec. 9, 1969)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Switzerland (IR)	PESTANAL	363956 (Dec. 9, 1969)	363956 (Dec. 9, 1969)	Sigma-Aldrich Laborchemikalien GmbH	Registered
United Kingdom	PESTANAL	1190030 (Feb. 7, 1983)	1190030 (Feb. 7, 1983)	Sigma-Aldrich Laborchemikalien GmbH	Registered
United States	PESTANAL	73320623 (Jul. 27, 1981)	1239043 (May 24, 1983)	Sigma-Aldrich Laborchemikalien GmbH	Registered
WIPO	PESTANAL	363956 (Dec. 9, 1969)	363956 (Dec. 9, 1969)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Germany	PICOPUR	R46825 (Jun. 18, 1988)	1135471 (Feb. 28, 1989)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Austria (IR)	PURAKEM	658613 (Feb 13, 1996)	658613 (Feb 13, 1996)	RdH Laborchemikalien GmbH & Co. KG	Registered
Benelux (IR)	PURAKEM	658613 (Feb 13, 1996)	658613 (Feb 13, 1996)	RdH Laborchemikalien GmbH & Co. KG	Registered
France (IR)	PURAKEM	658613 (Feb 13, 1996)	658613 (Feb 13, 1996)	RdH Laborchemikalien GmbH & Co. KG	Registered
Italy (IR)	PURAKEM	658613 (Feb 13, 1996)	658613 (Feb 13, 1996)	RdH Laborchemikalien GmbH & Co. KG	Registered
Portugal (IR)	PURAKEM	658613 (Feb 13, 1996)	658613 (Feb 13, 1996)	RdH Laborchemikalien GmbH & Co. KG	Registered
Spain (IR)	PURAKEM	658613 (Feb 13, 1996)	658613 (Feb 13, 1996)	RdH Laborchemikalien GmbH & Co. KG	Registered
WIPO	PURAKEM	658613 (Feb 13, 1996)	658613 (Feb 13, 1996)	RdH Laborchemikalien GmbH & Co. KG	Registered

Jurisdiction	Trademark	App. No/ App. Date	Reg. No./ Reg. Date	Owner	Status
Germany	VETRANAL	R48458 (Sep. 2, 1989)	1158322 (May 3, 1990)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Austria (IR)	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Benelux (IR)	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Bosnia and Herzegovina (IR)	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Czech Republic (IR)	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Egypt (IR)	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
France (IR)	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Germany	AQUANAL	23019 (Jan. 23, 1967)	832236 (Apr. 24, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Germany (IR)	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Hungary (IR)	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Italy (IR)	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Liechtenstein (IR)	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Macedonia (IR)	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Montenegro (IR)	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Morocco (IR)	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Romania (IR)	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
San Marino (IR)	AQUANAL	336180	336180	Sigma-Aldrich	Registered



Jurisdiction	Trademark	App. No/ App. Date	Reg. No./ Reg. Date	Owner	Status
		(May 20, 1967)	(May 20, 1967)	Laborchemikalien GmbH	
Serbia (IR)	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Serbia and Montenegro (IR)	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Slovakia (IR)	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Spain (IR)	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Switzerland (IR)	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Tunisia (IR)	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
WIPO	AQUANAL	336180 (May 20, 1967)	336180 (May 20, 1967)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Algeria (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Austria (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Benelux (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Bosnia and Herzegovina (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Czech Republic (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Egypt (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
France (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Germany	SODOSIL	R8946 (Aug. 16, 1907)	106528 (Apr. 6, 1908)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Germany (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered

Jurisdiction	Trademark	App. No/ App. Date	Reg. No./ Reg. Date	Owner	Status
Hungary (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Italy (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Liechtenstein (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Monaco (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Montenegro (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Morocco (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Portugal (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Romania (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Russia (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
San Marino (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Serbia (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Serbia and Montenegro (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Slovakia (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Soviet Union (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Spain (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Switzerland (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
Tunisia (IR)	SODOSIL	484403	484403	Sigma-Aldrich	Registered

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TRADEMARK
REEL: 005859 FRAME: 0828

Jurisdiction	Trademark	App. No/ App. Date	Reg. No./ Reg. Date	Owner	Status
		(Mar. 29, 1984)	(Mar. 29, 1984)	Laborchemikalien GmbH	
Uzbekistan (IR)	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered
WIPO	SODOSIL	484403 (Mar. 29, 1984)	484403 (Mar. 29, 1984)	Sigma-Aldrich Laborchemikalien GmbH	Registered

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