

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLARIANT (CANADA) INC.		02/28/2015	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Johnson Matthey Battery Materials Ltd.		
Street Address:	280 Liberte Avenue		
City:	Candiac, Quebec		
State/Country:	CANADA		
Postal Code:	J5R 6X1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3769357	LIFE POWER	
CORRESPONDENCE DATA			
Fax Number:	3124199440		
<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:	312-380-6500		
Email:	pvizitiu@dennemeyer-law.com		
Correspondent Name:	Roxana A. Sullivan		
Address Line 1:	181 W Madison Street, Suite 4500		
Address Line 4:	Chicago, ILLINOIS 60602		
NAME OF SUBMITTER:	Roxana A. Sullivan		
SIGNATURE:	/ras/		
DATE SIGNED:	08/19/2016		
Total Attachments: 85			
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ASSET SALE AND TRANSFER AGREEMENT

dated February 28, 2015

regarding the sale and transfer of the
Candiac Operations of
Clariant (Canada) Inc.

CLN

TABLE OF CONTENTS

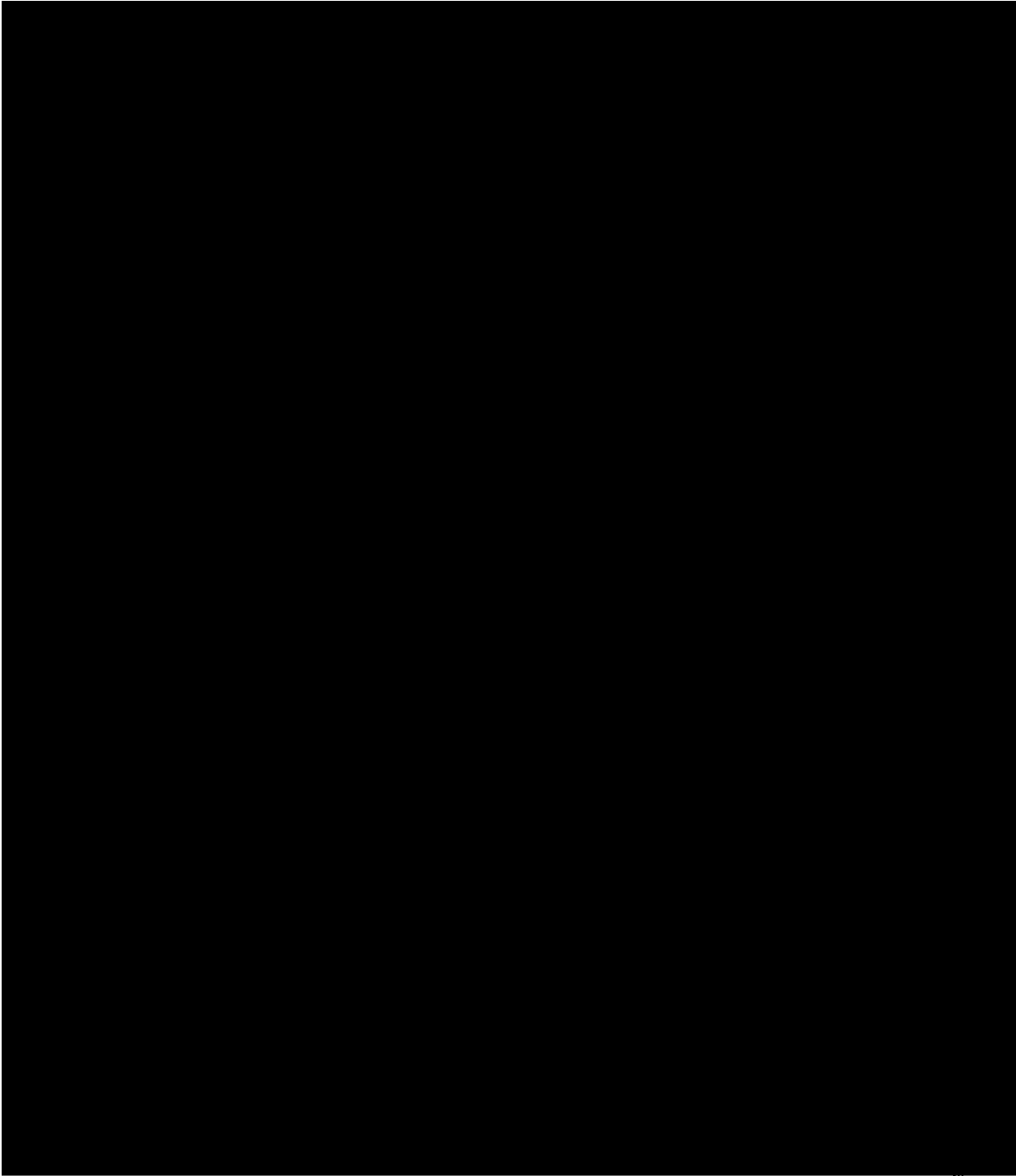
1. CERTAIN DEFINED TERMS AND ABBREVIATIONS..... 4

2. SALE OF CANDIAC OPERATIONS 8

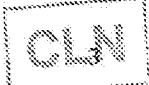
3. TRANSFER OF CANDIAC OPERATIONS..... 8

3.1 CandiAc Assets..... 8

3.1.1 Conveyance and assignment of tangible and intangible assets..... 8



CLN



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ASSET SALE AND TRANSFER AGREEMENT

between

Clariant (Canada) Inc., a corporation incorporated under the federal laws of Canada, with its registered office at 2 Lone Oak Court, Toronto, Ontario, Canada

("Seller")

and

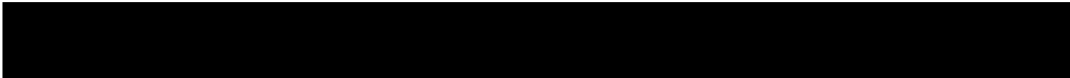
Johnson Matthey Matériaux pour Batteries Ltée / Johnson Matthey Battery Materials Ltd., a corporation incorporated under the laws of the province of Québec, with its registered office at 280 Liberté Avenue, Candiac, Quebec, J5R 6X1

("Purchaser")

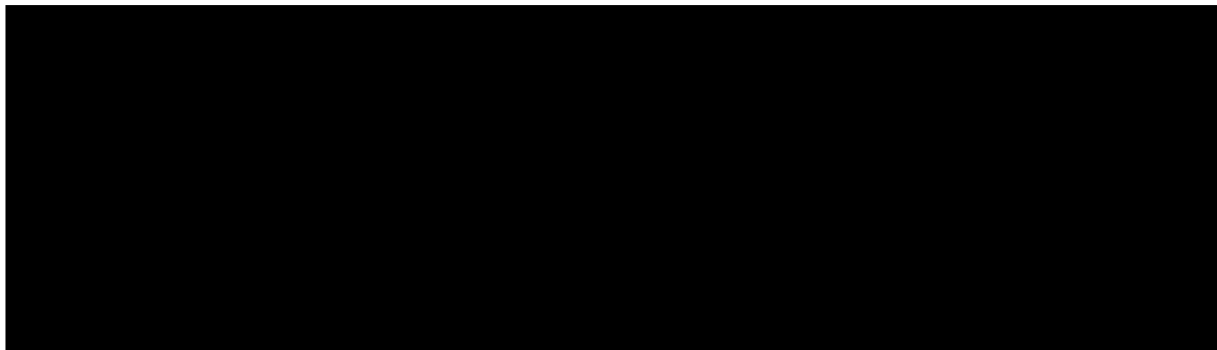
(Seller and Purchaser the "Parties")

PREAMBLE

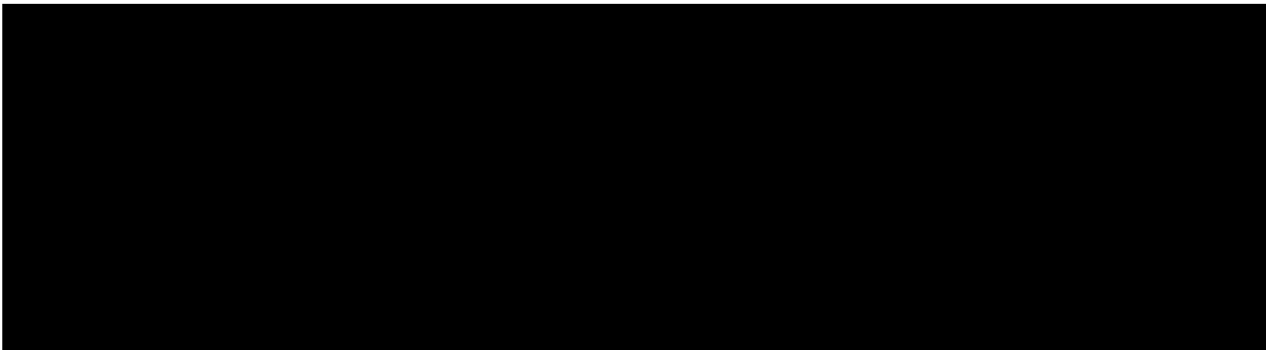
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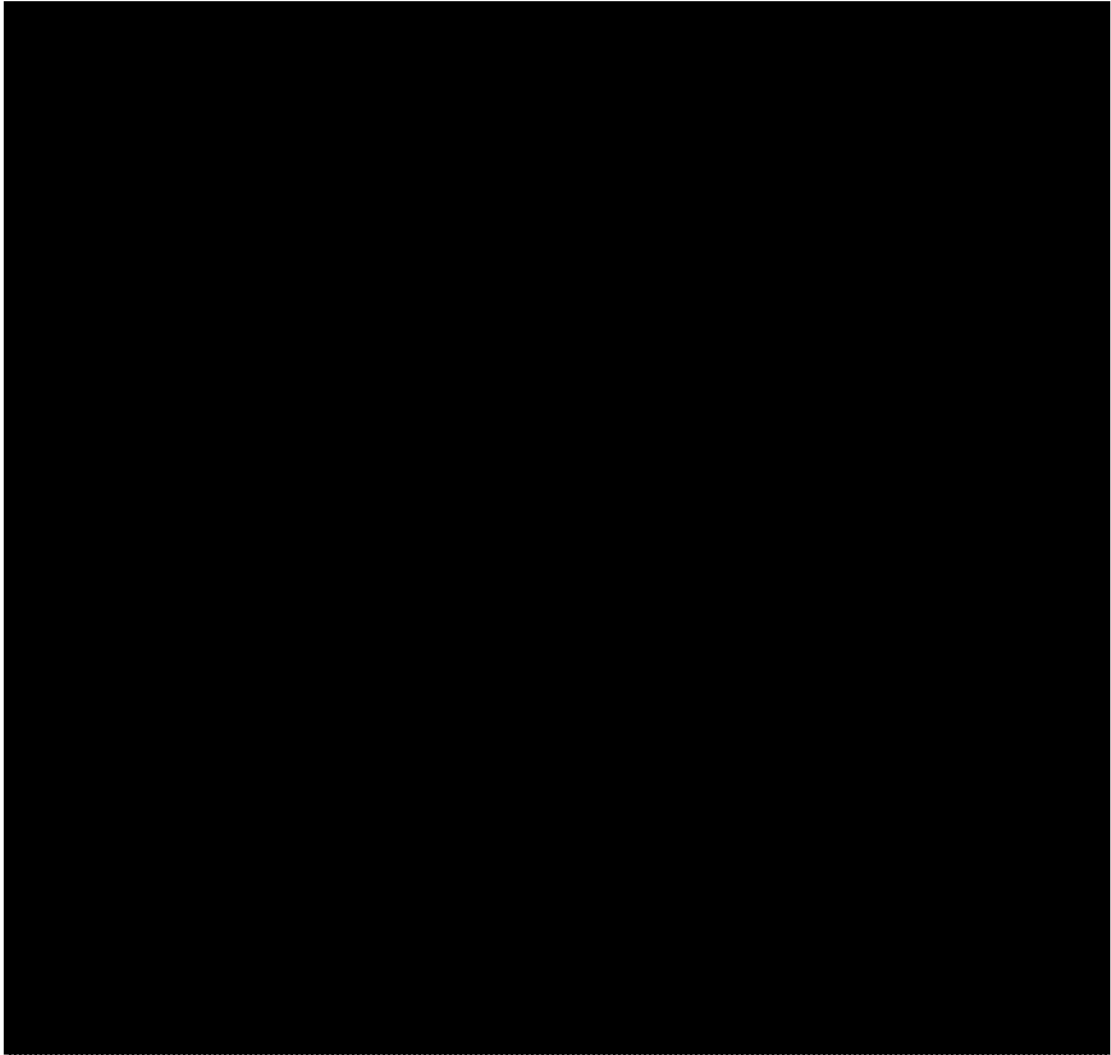
Seller operates a business line regarding the research and development, production and sale of electrode materials for lithium ion batteries ("CES Business"). The CES Business comprises a production plant and related CES Business operations, including the sales office in Candiac, Quebec, Canada, owned and operated by Seller (the "Candiac Operations"), including in particular the Candiac Assets.



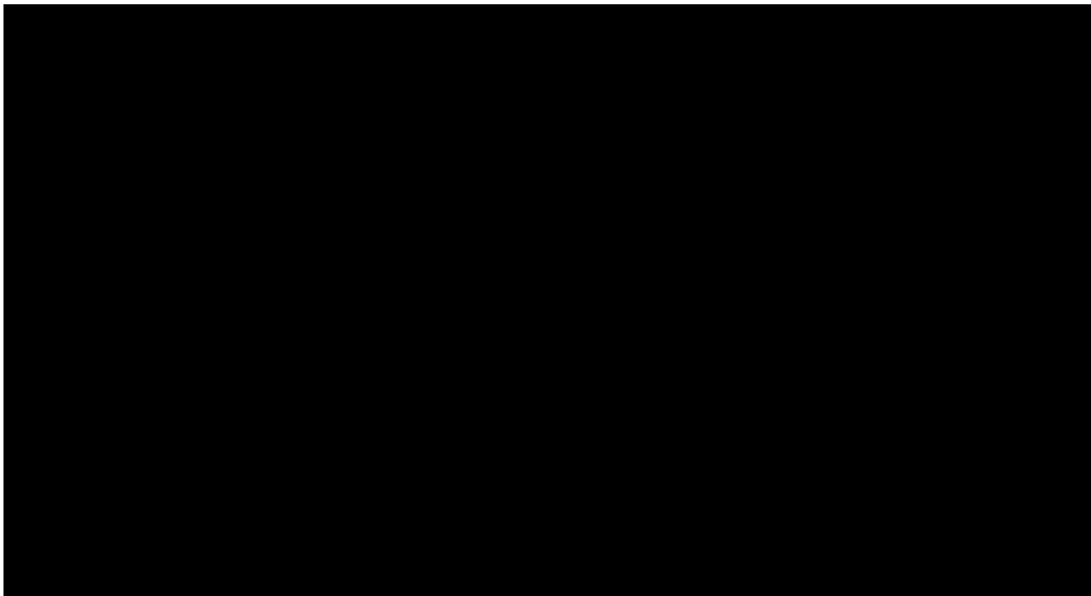
NOW THEREFORE, the Parties agree as follows:



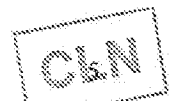
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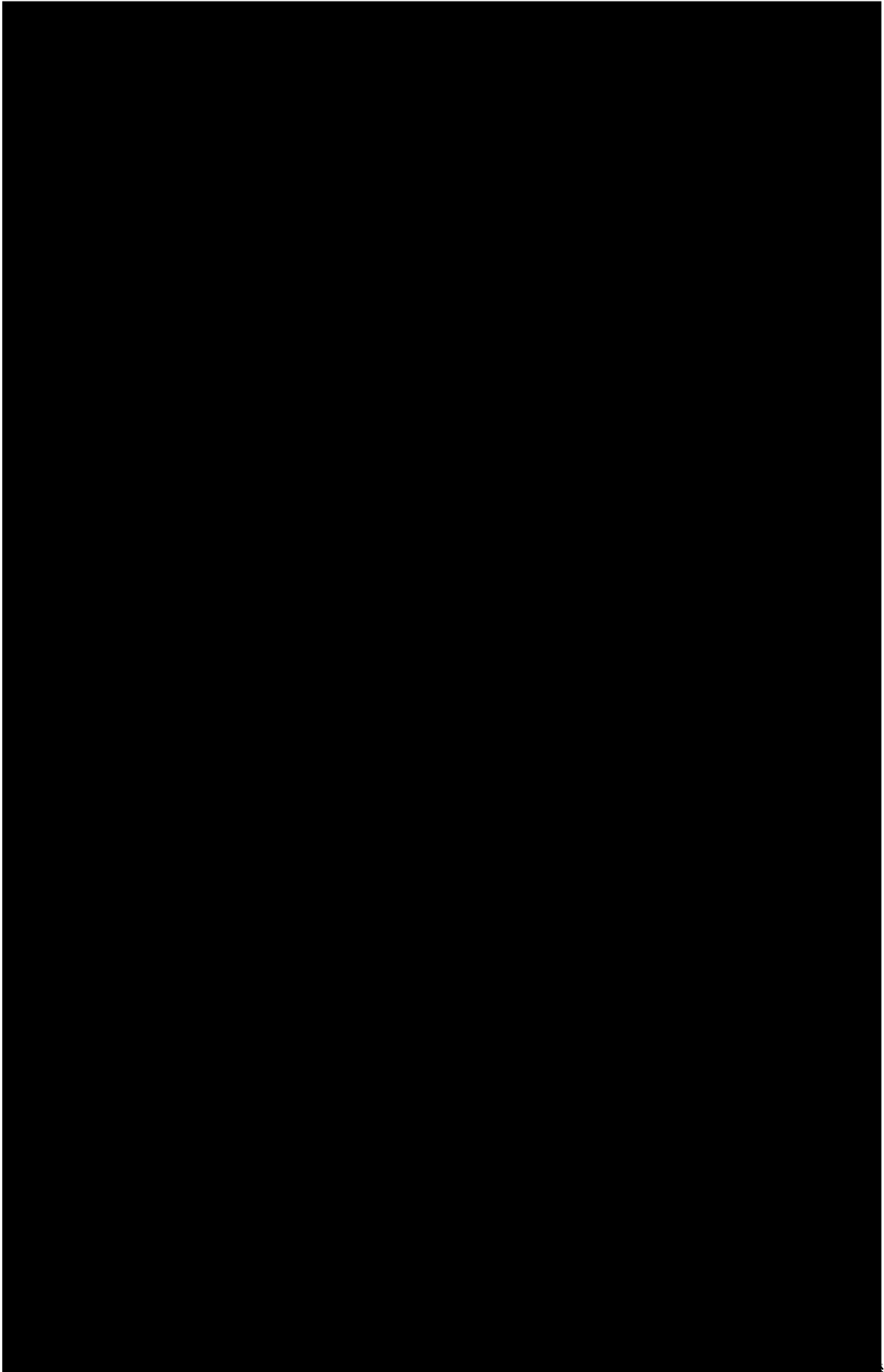


"**Candiac Owned IP**" shall mean the Intellectual Property Rights set out on Exhibit 3.1.1(i).



"**Closing Date**" shall mean February 28, 2015, 23.59 CET.

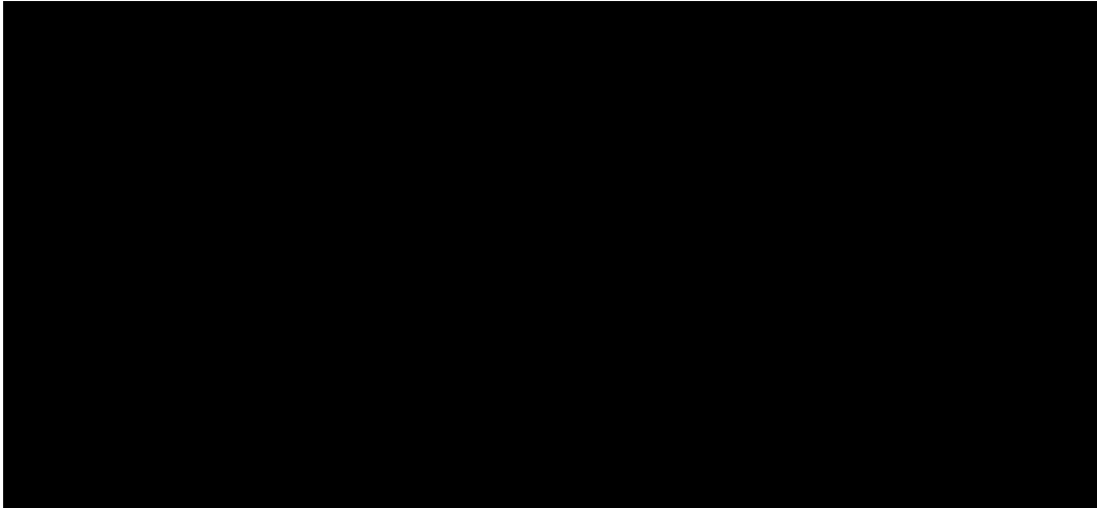
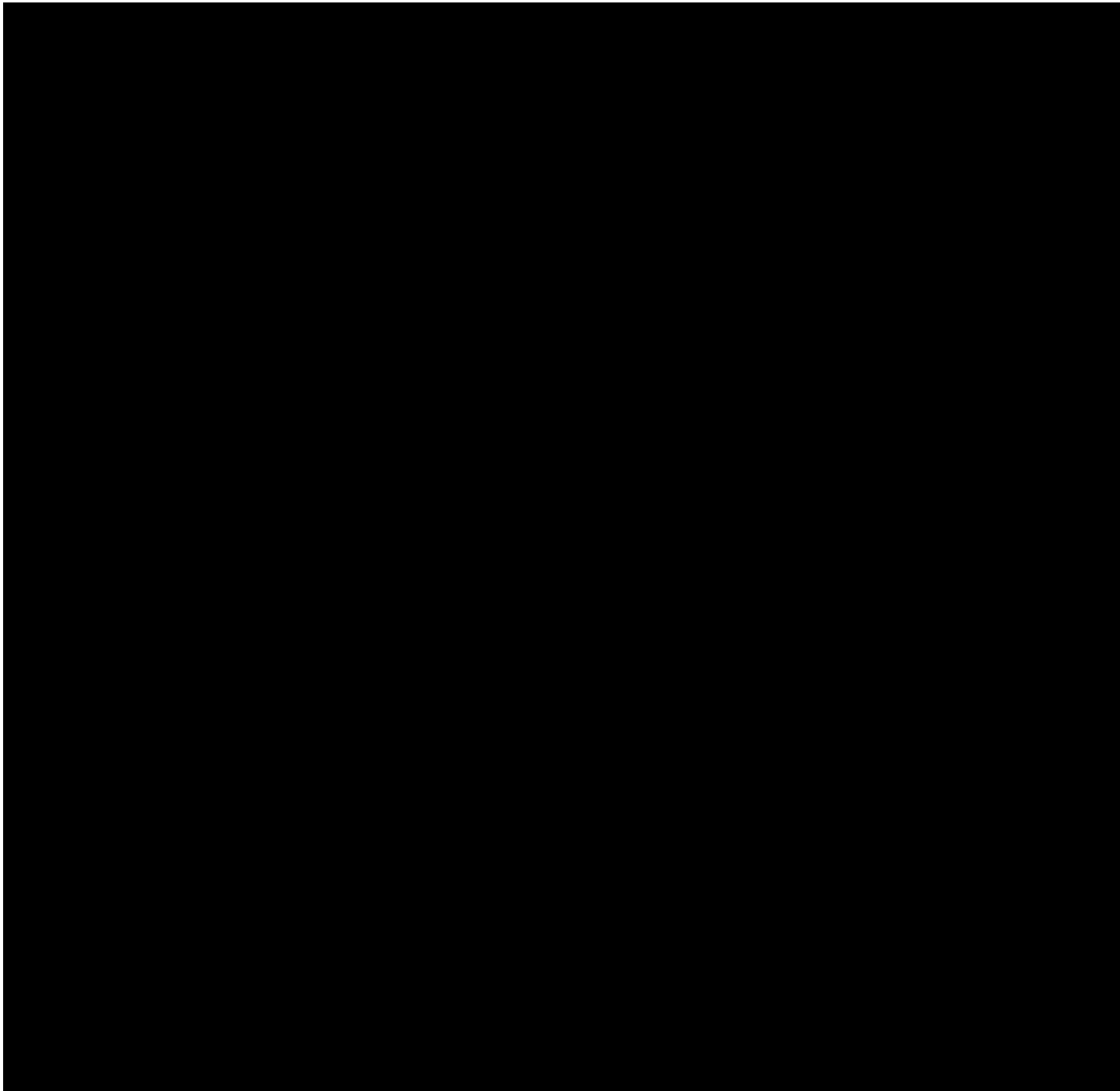




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"Intellectual Property Rights" shall mean any patents, utility models, design patents, trade and service marks, applications for any of the aforementioned rights, copyrights, rights to software, domain names, rights to inventions, trade secrets, know-how, manufacturing processes and techniques, formulae, research and development, information and technology.



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2. SALE OF CANDIAC OPERATIONS

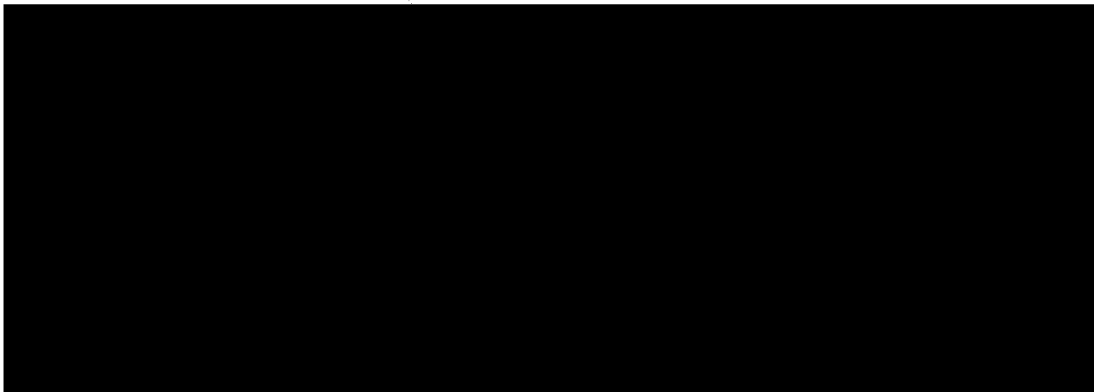
Seller hereby sells, conveys, assigns, transfers and delivers to Purchaser as of the Closing Date the Candiac Operations, including the Candiac Assets, Candiac Liabilities, Candiac Agreements, Candiac Employees, Candiac Substance Registrations and Candiac Permits held by Seller, all as set out in Section 3.

3. TRANSFER OF CANDIAC OPERATIONS

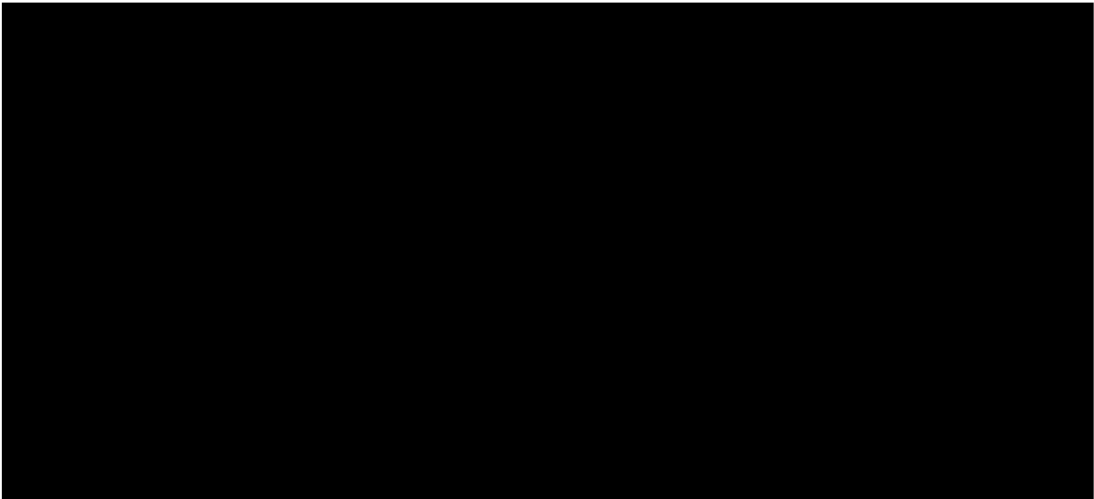
3.1 Candiac Assets

3.1.1 Conveyance and assignment of tangible and intangible assets

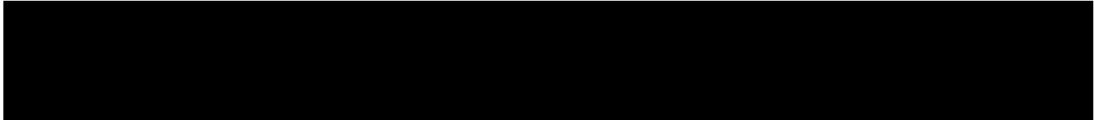
In consummation of the sale pursuant to Section 2 and subject to Section 3.1.2 and 3.1.3, Seller hereby sells, conveys, assigns, transfers and delivers to Purchaser as of the Closing Date the following assets (collectively, the "Candiac Assets"):



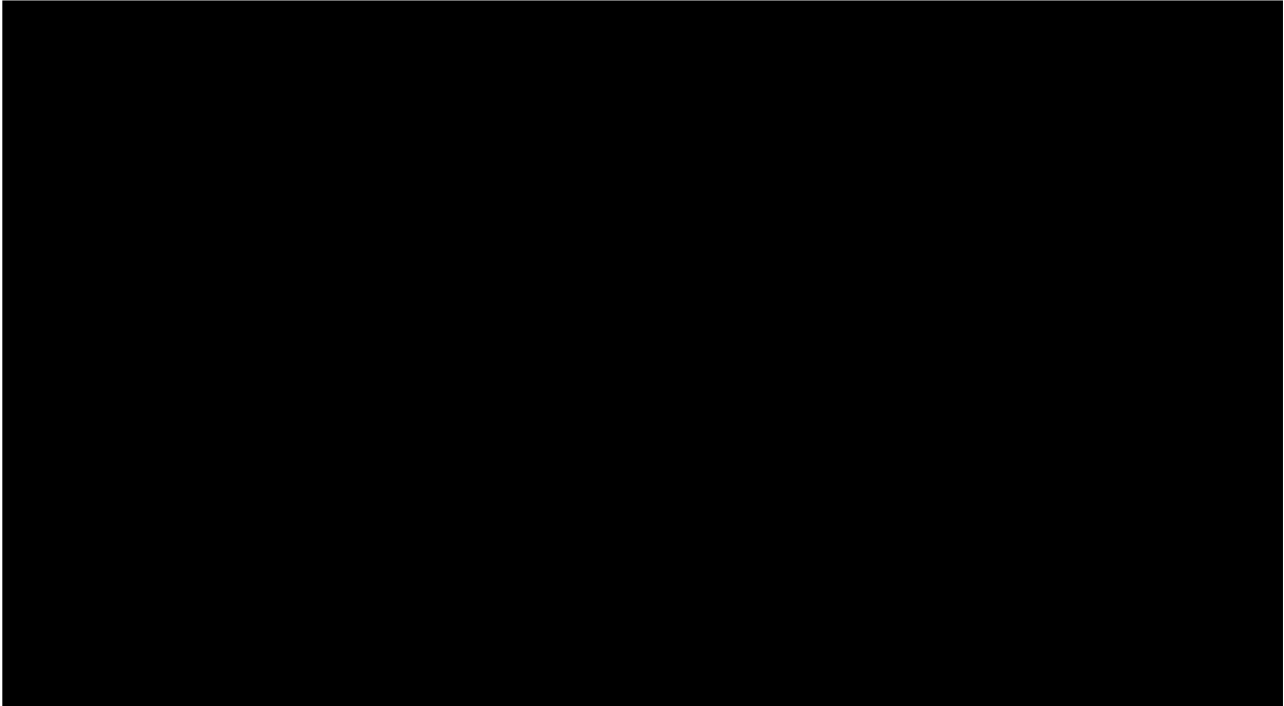
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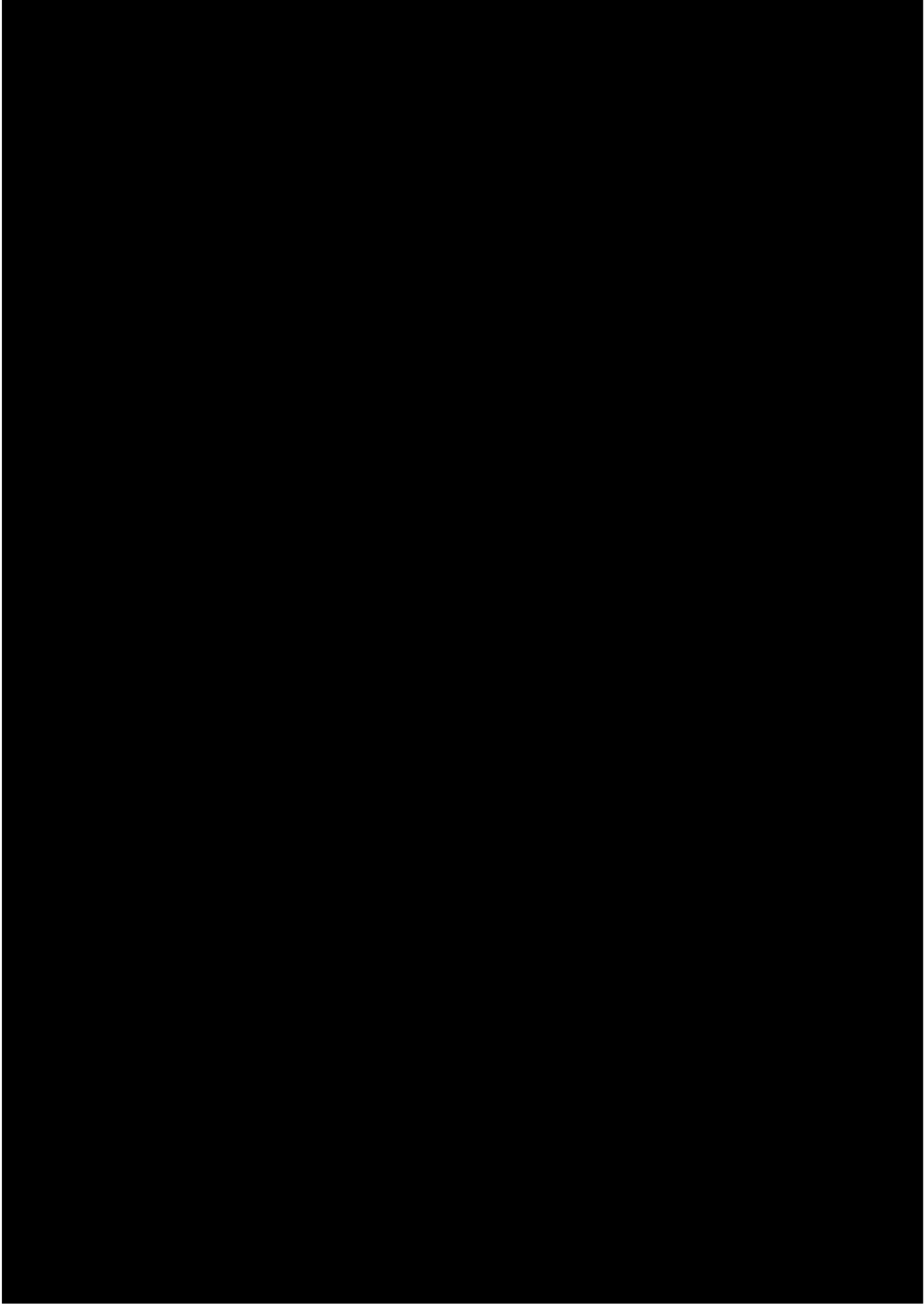
- (g) the customer lists, customer relationships and corresponding business goodwill relating exclusively to the Candiac Operations;

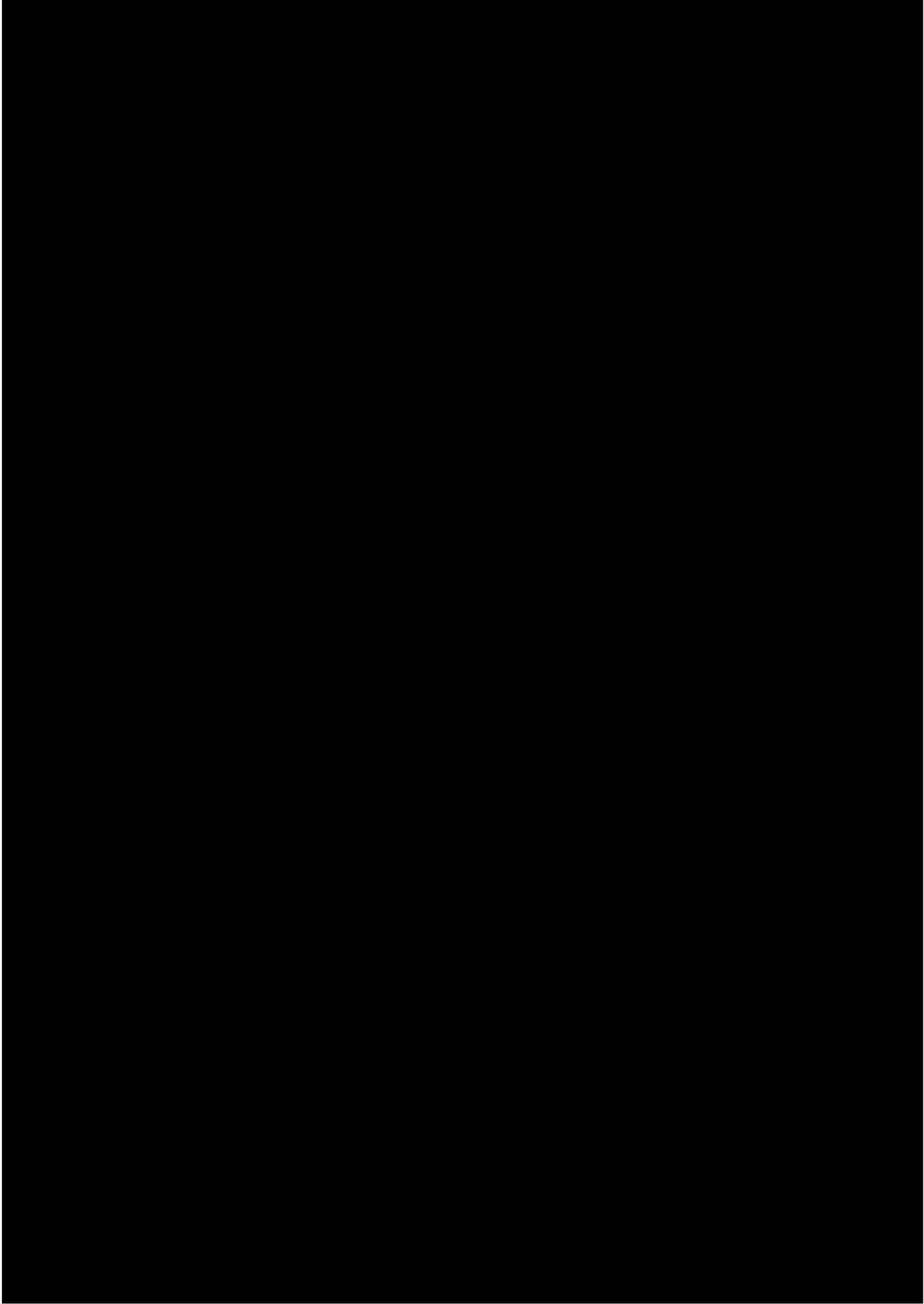


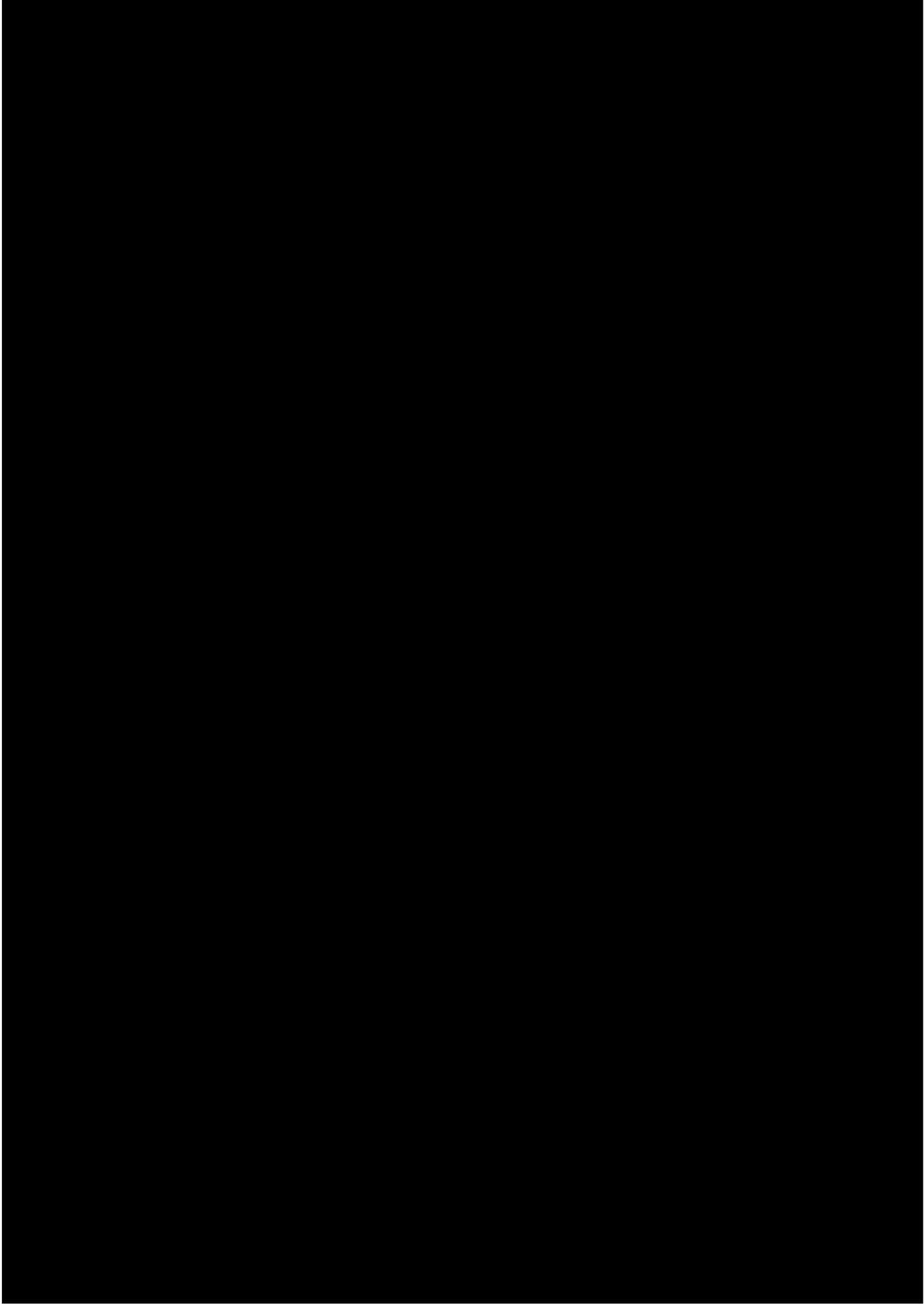
- (i) the Intellectual Property Rights owned, or ownership share in any Intellectual Property Rights co-owned, at least beneficially by Seller which exclusively relate to the CES Business, including those set out on Exhibit 3.1.1(i) (the "Candiac Owned IP").

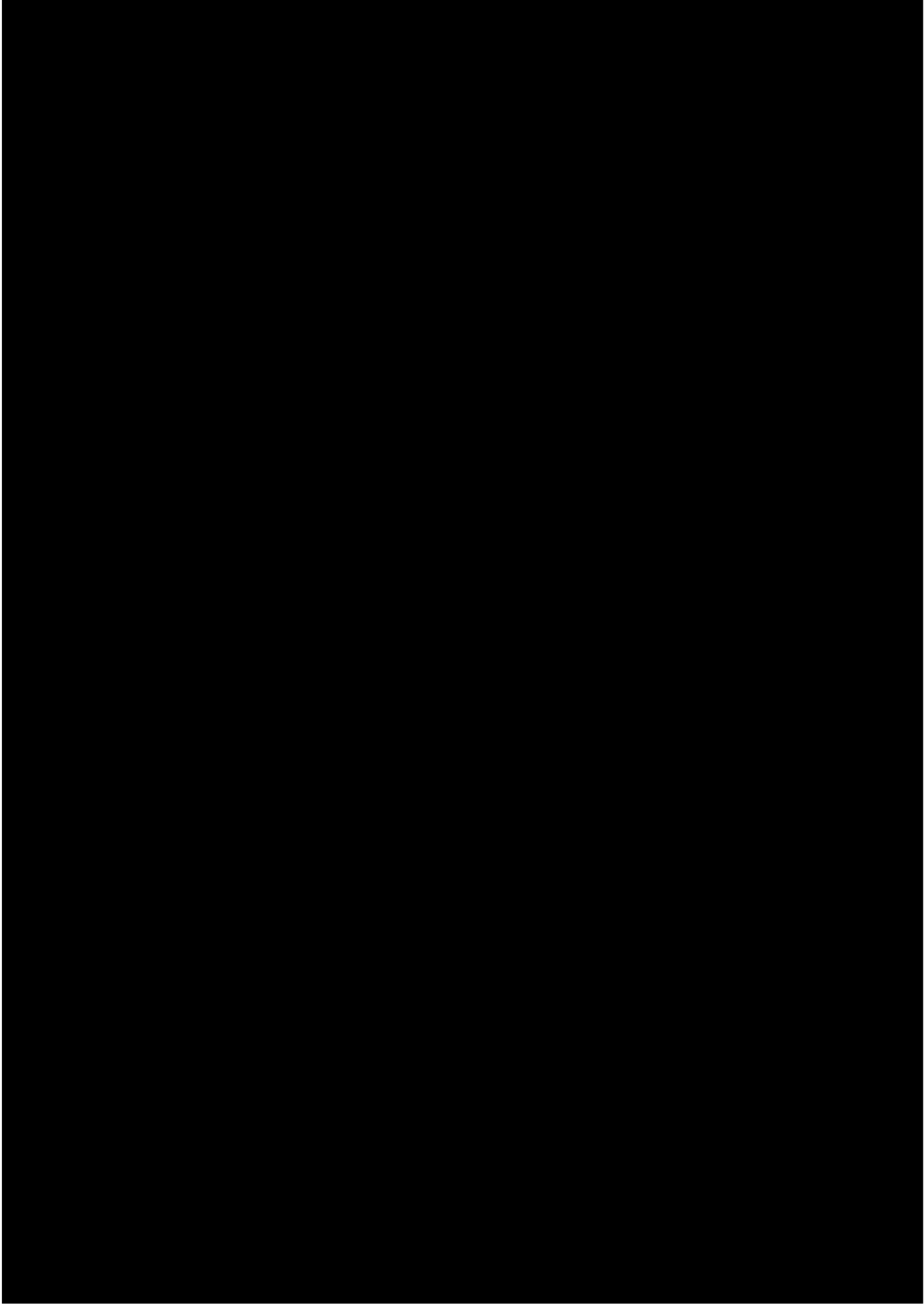


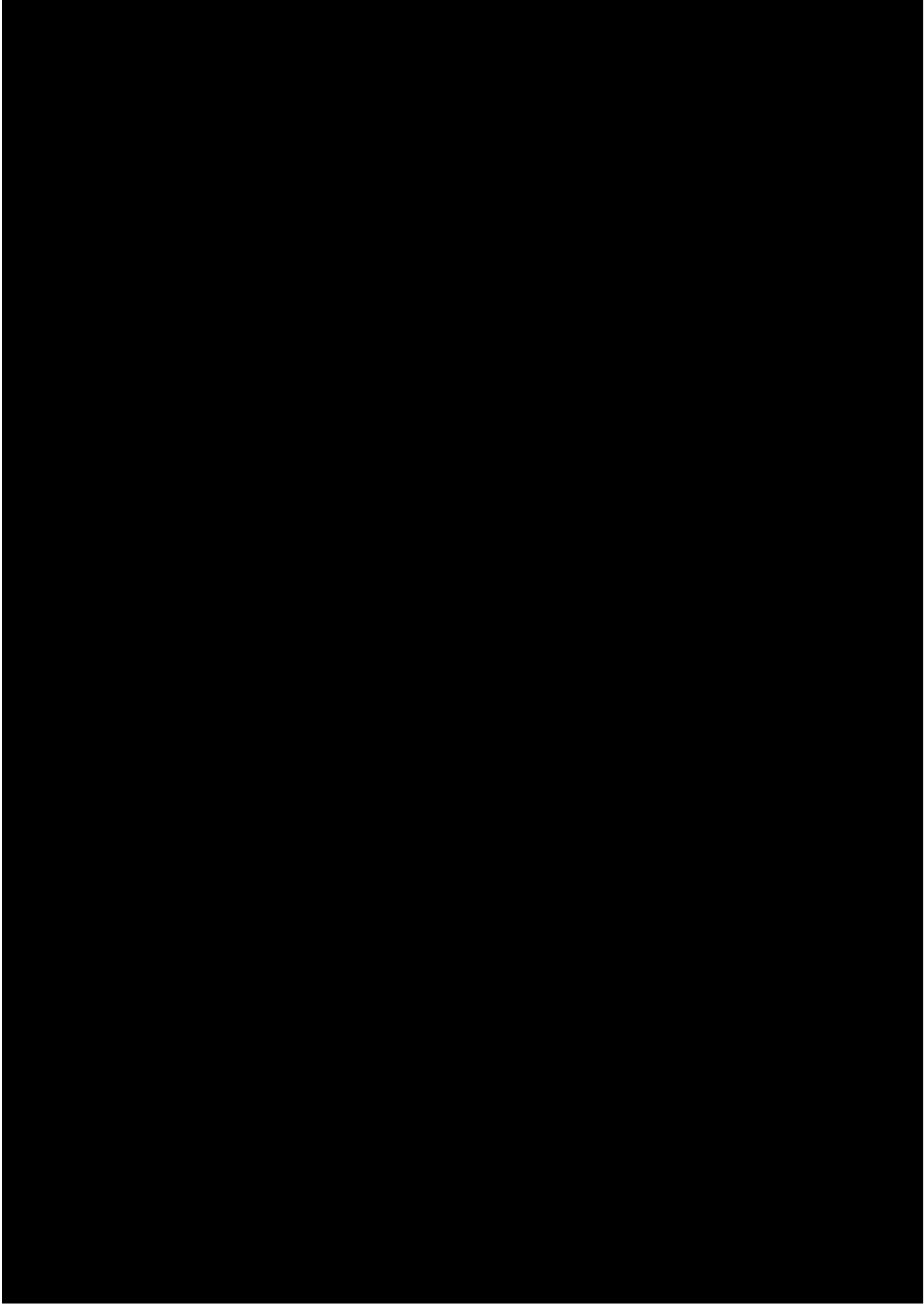
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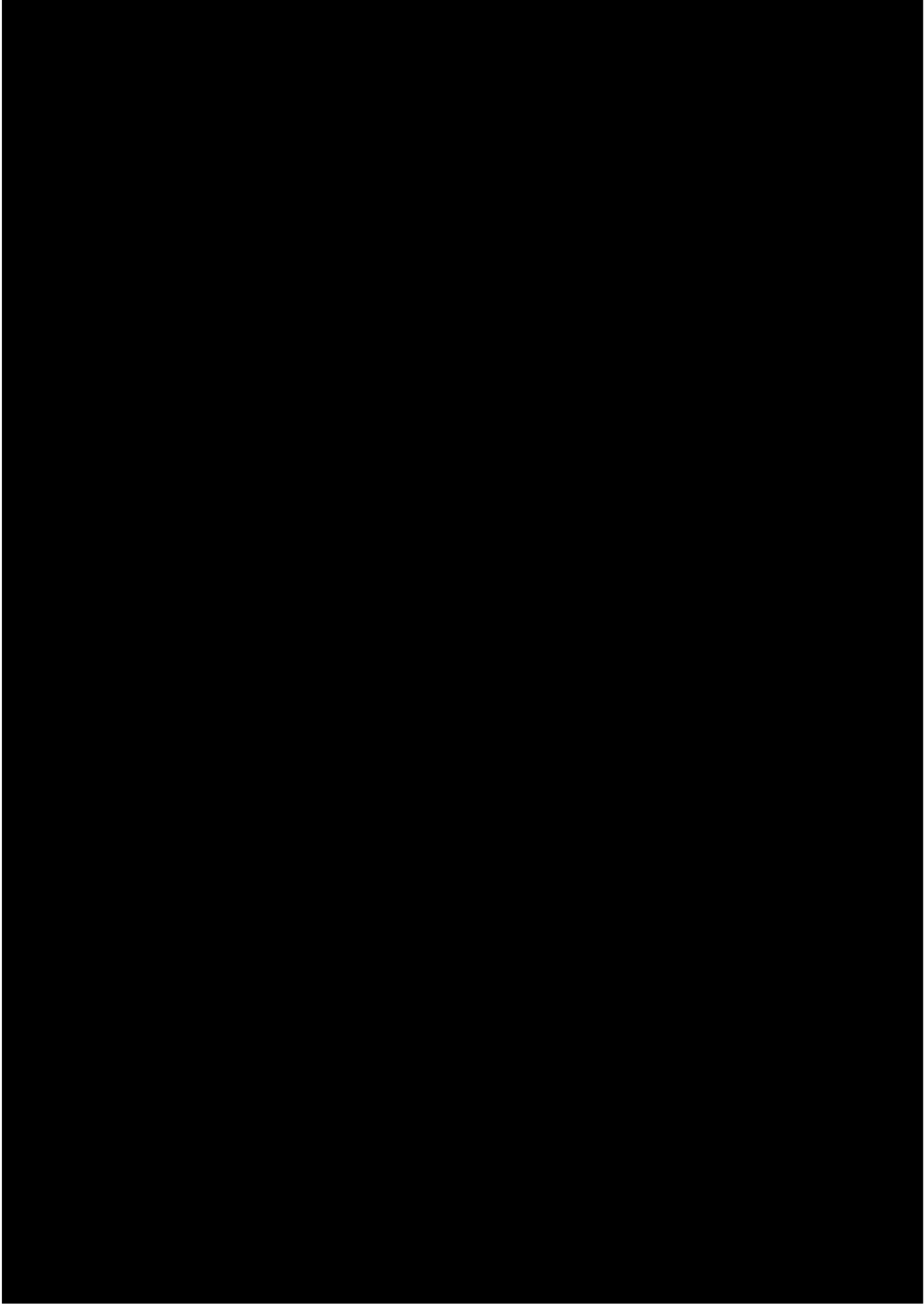


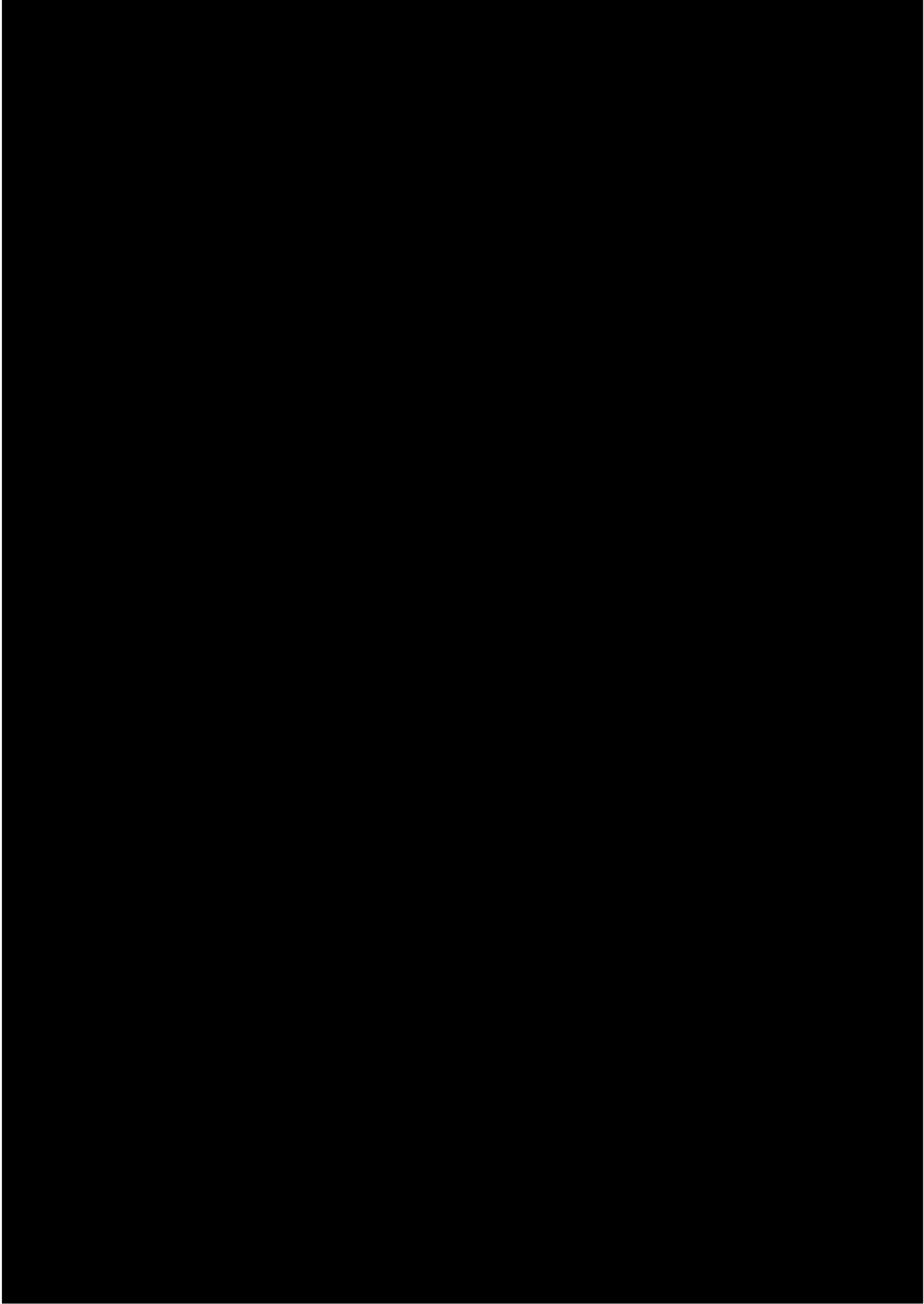


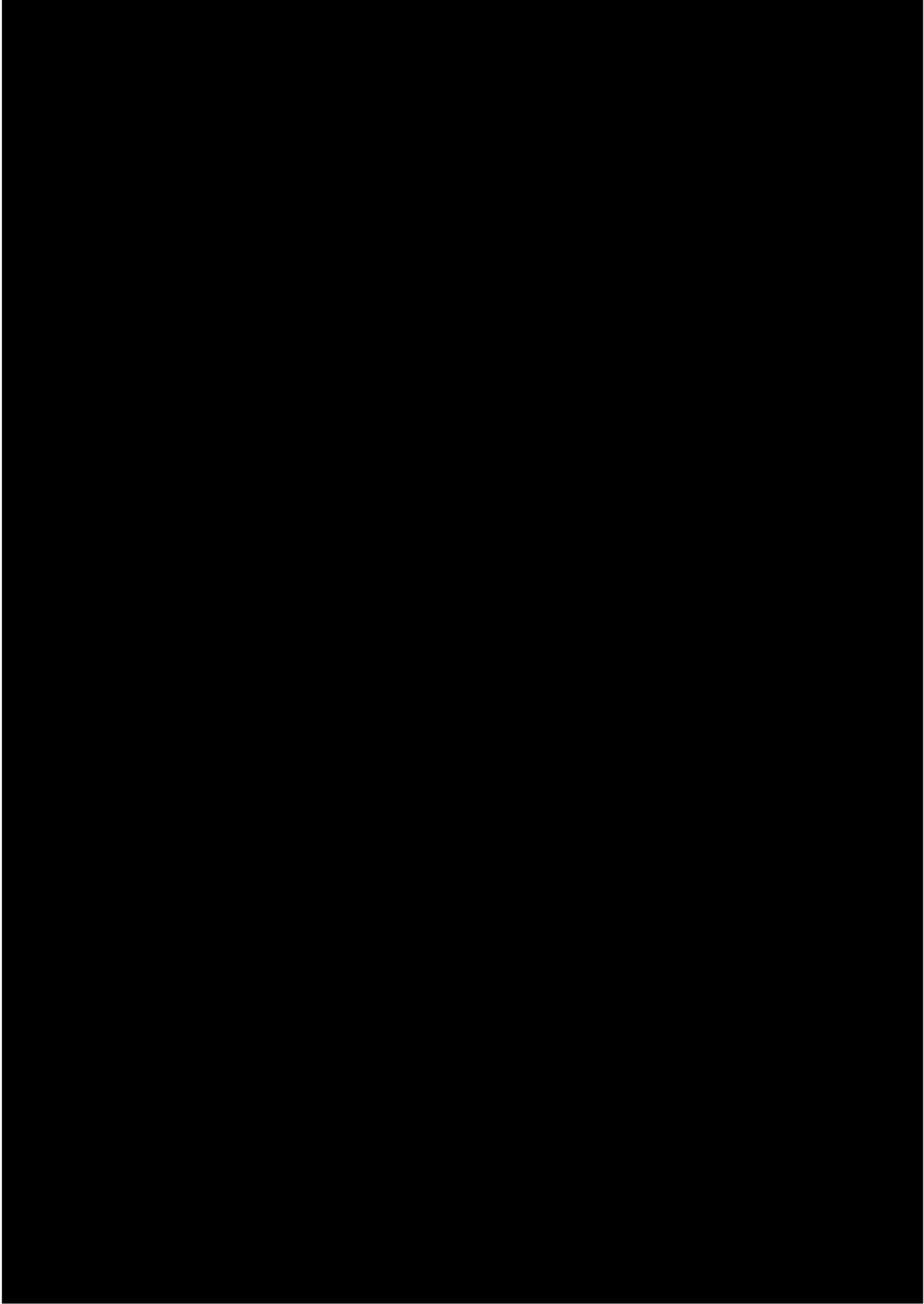


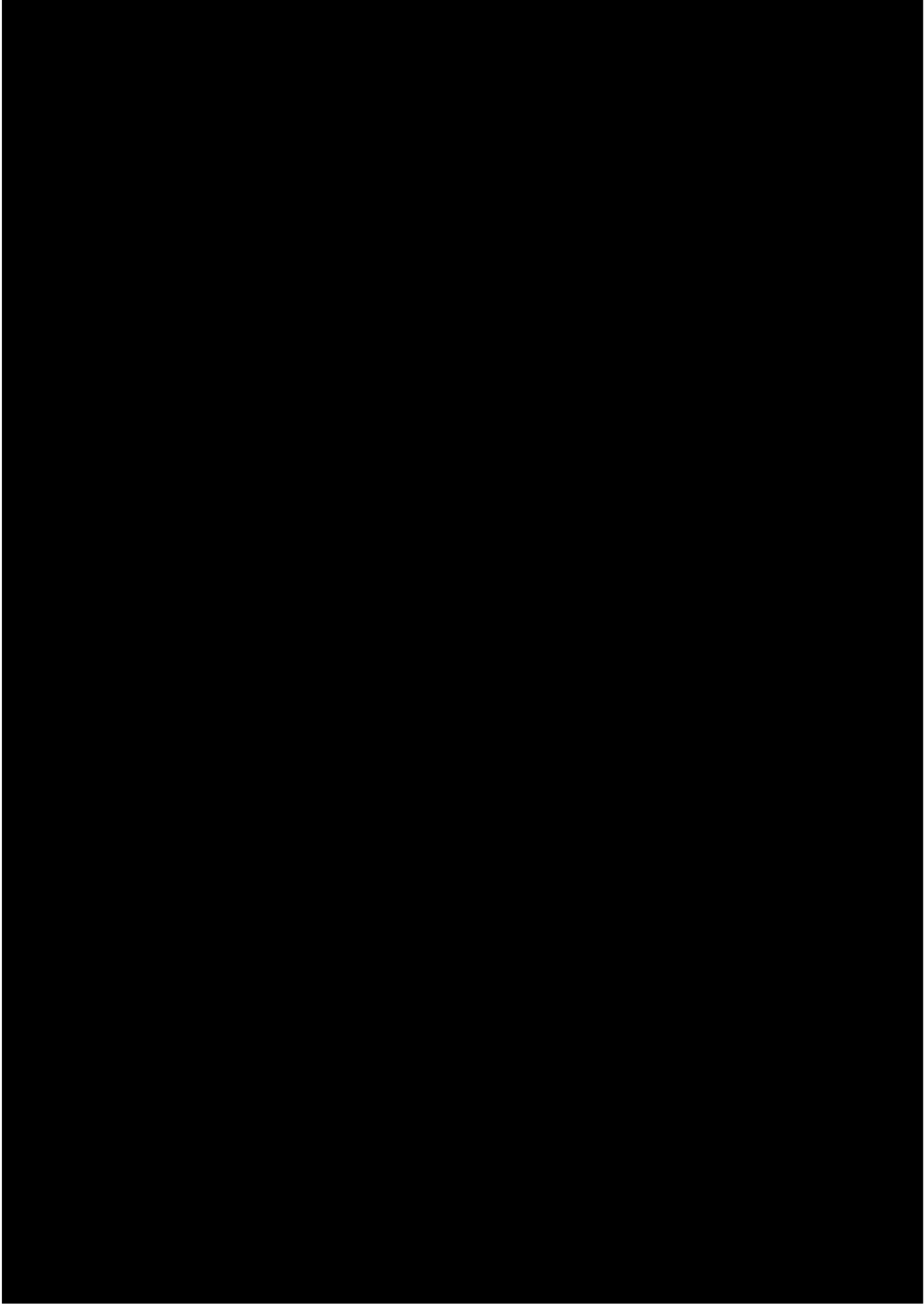


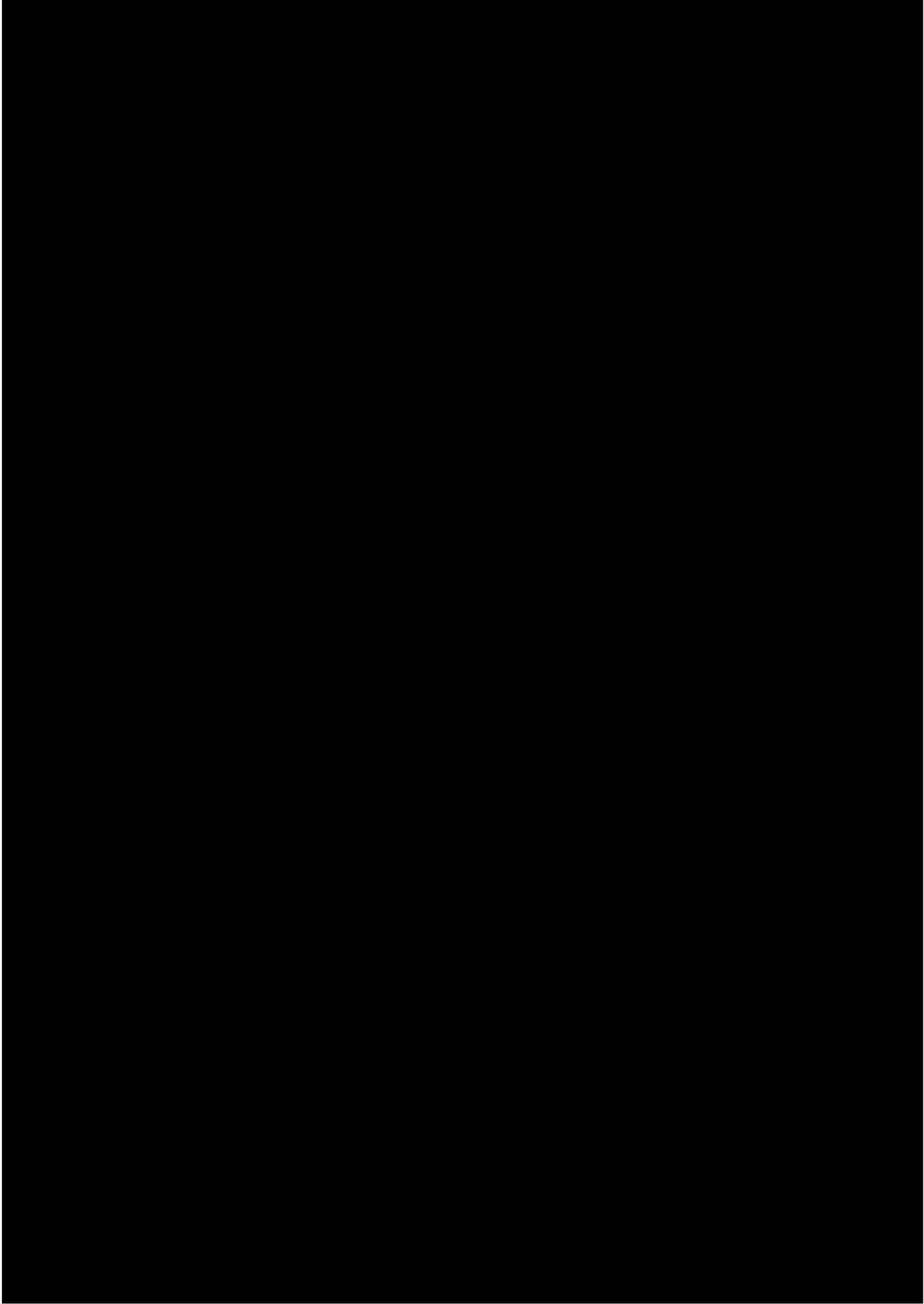








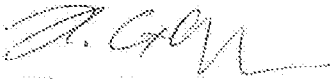




Frankfurt am Main, February 28, 2015.

Clariant (Canada) Inc.

by:



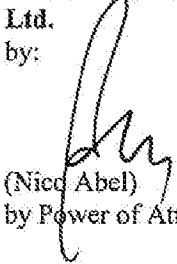
(Kirsten Gassen)
by Power of Attorney



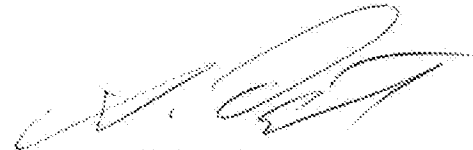
(Michael Stanek)
by Power of Attorney

**Johnson Matthey Matériaux pour Batteries
Ltée / Johnson Matthey Battery Materials
Ltd.**

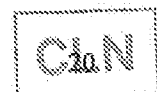
by:



(Nico Abel)
by Power of Attorney

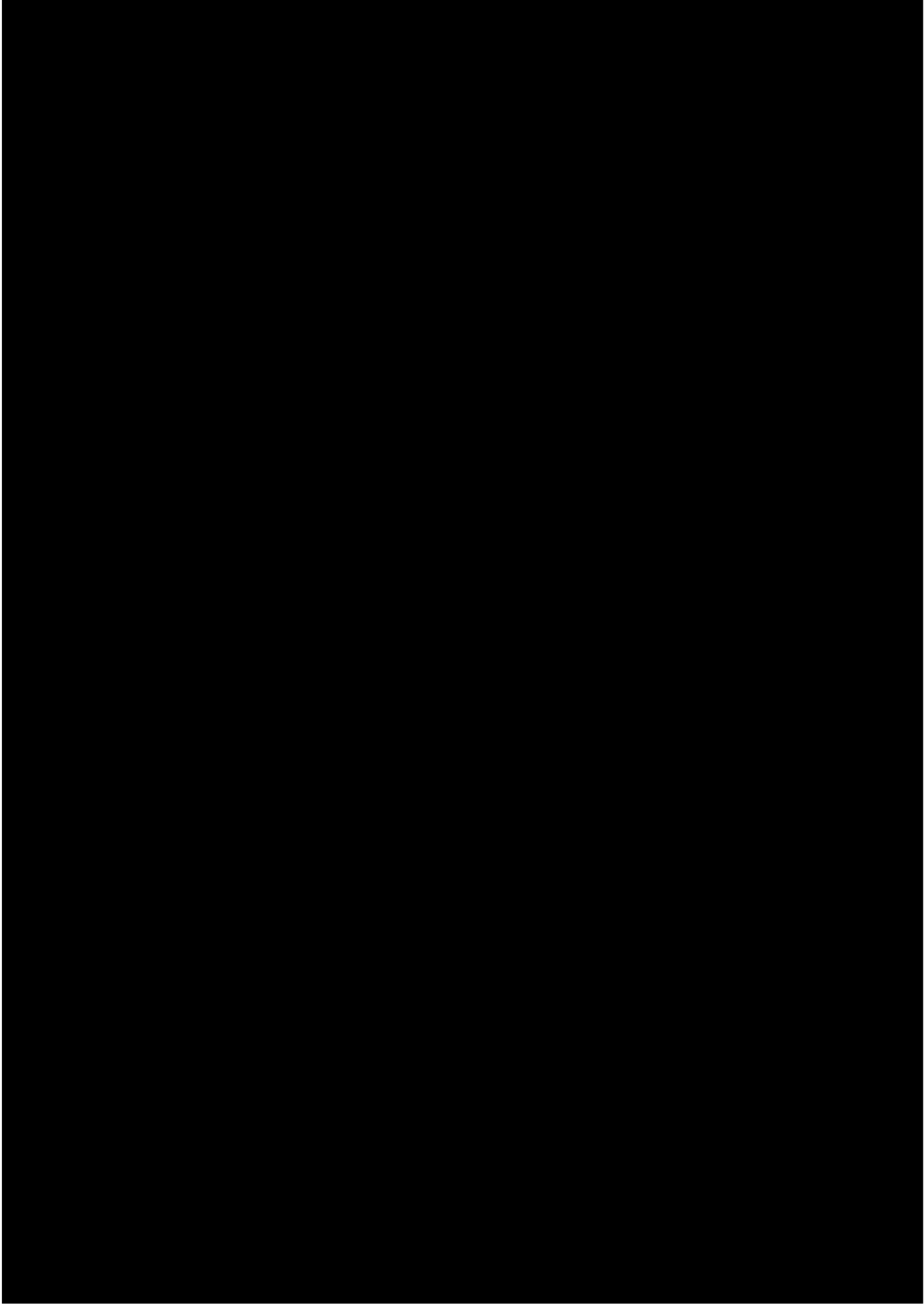


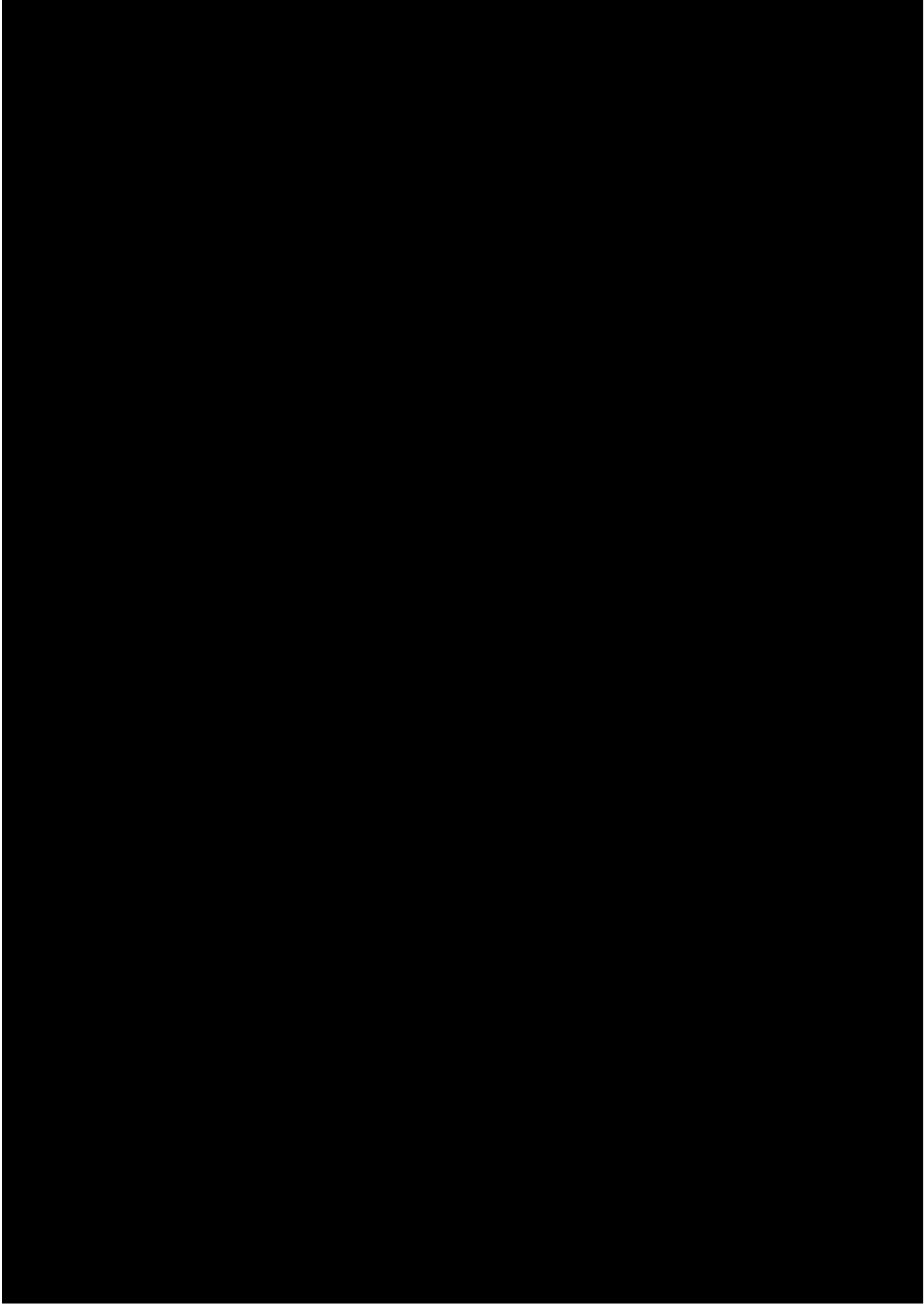
(Alexander Daehnert)
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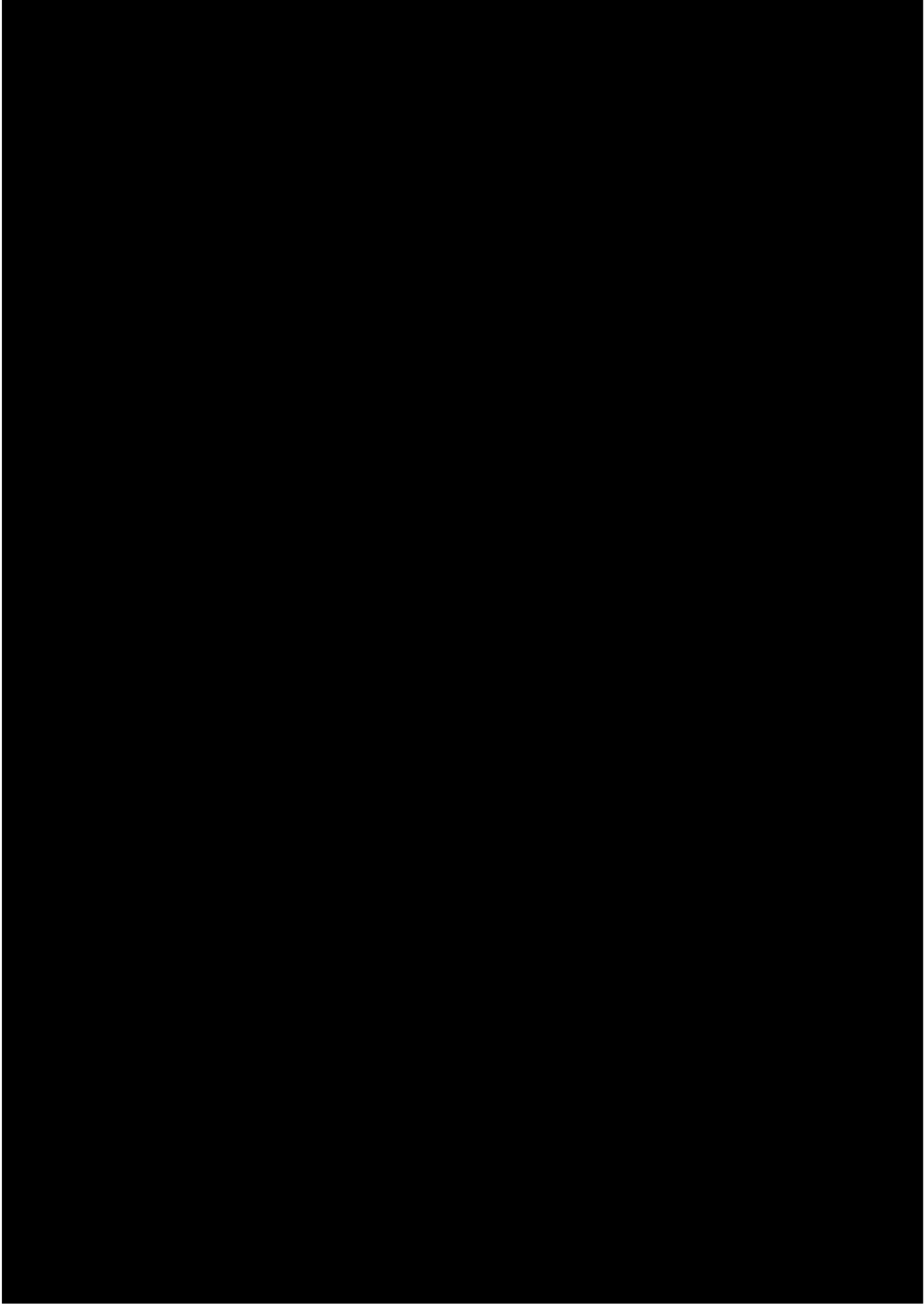


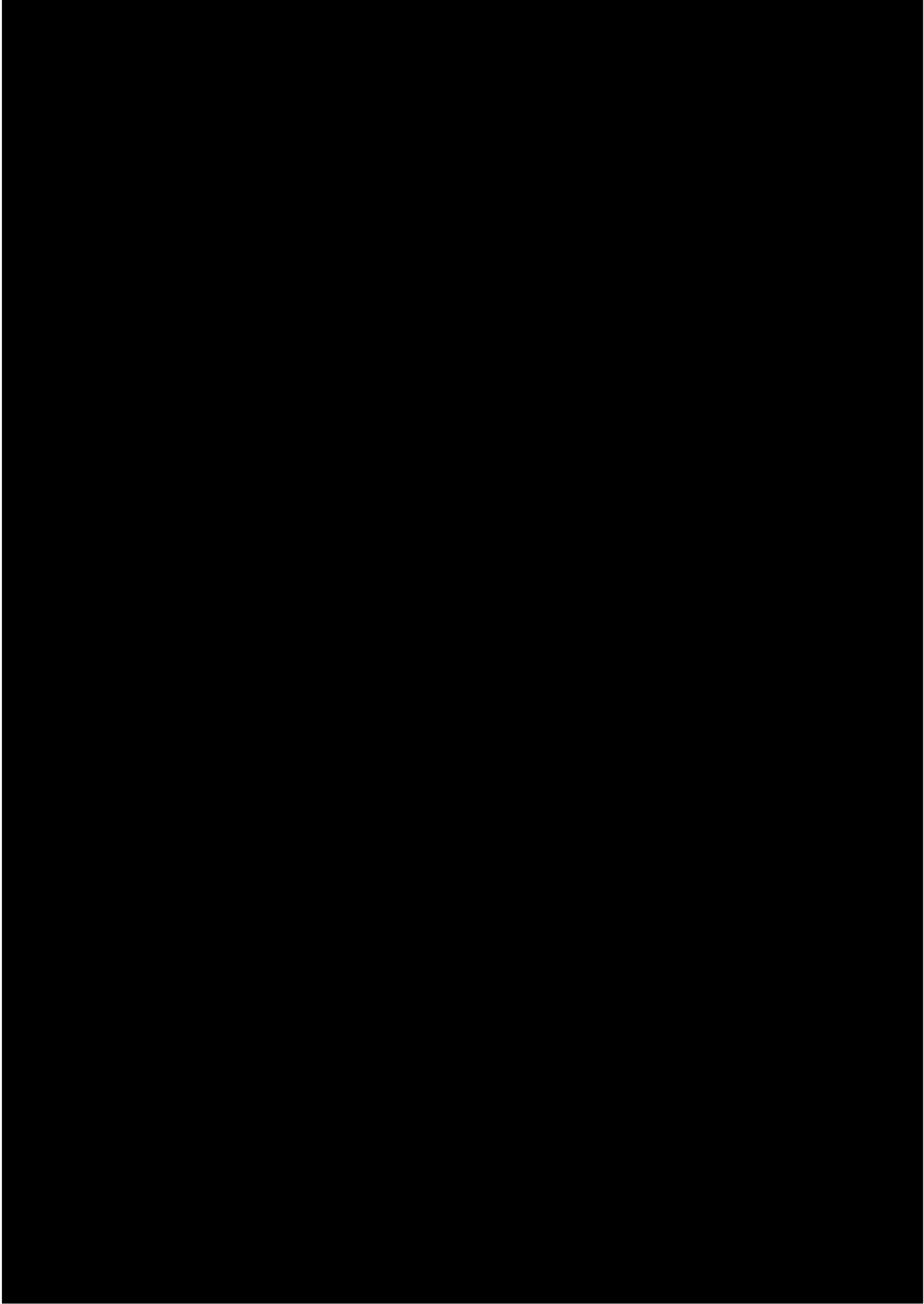
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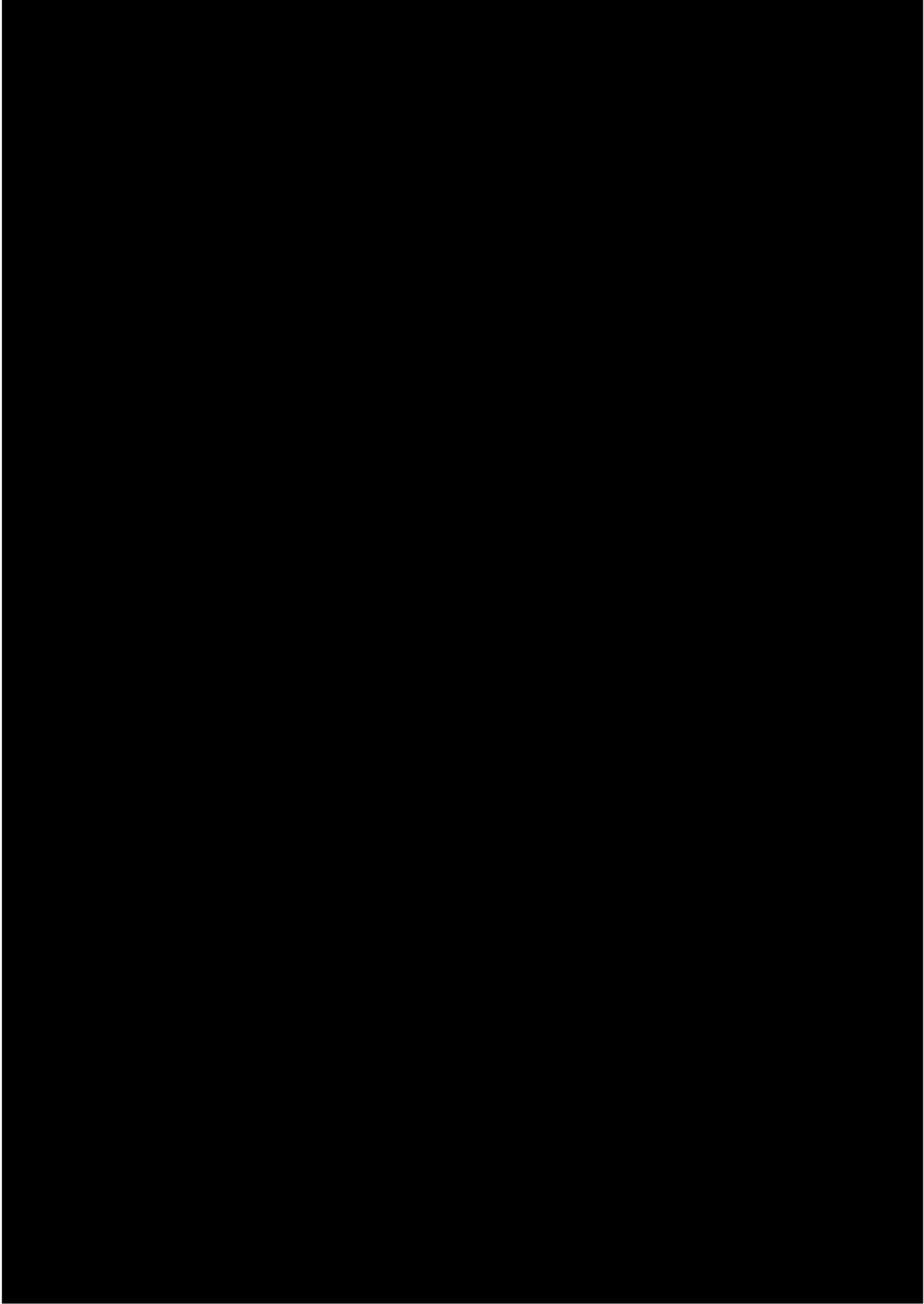
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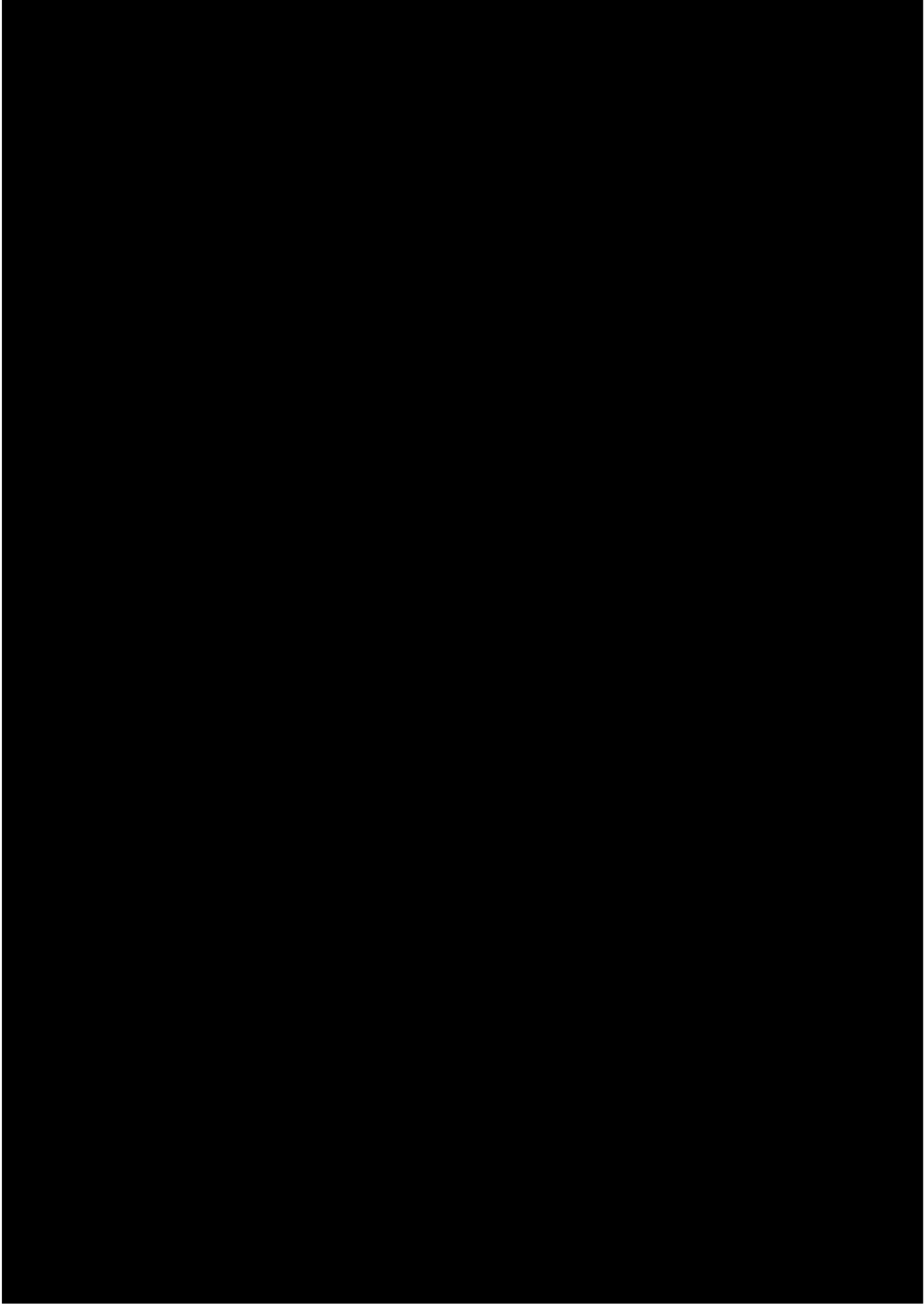


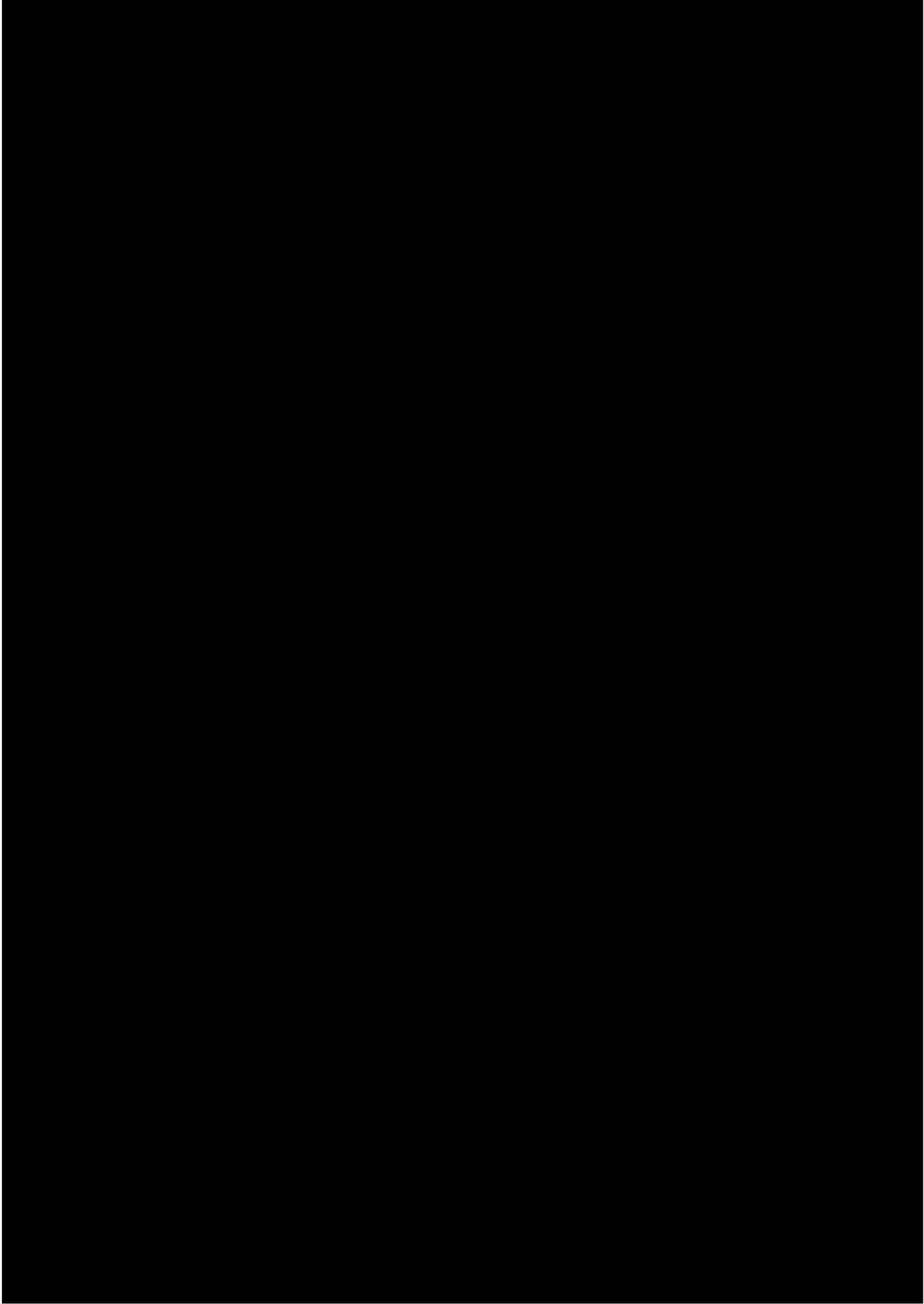


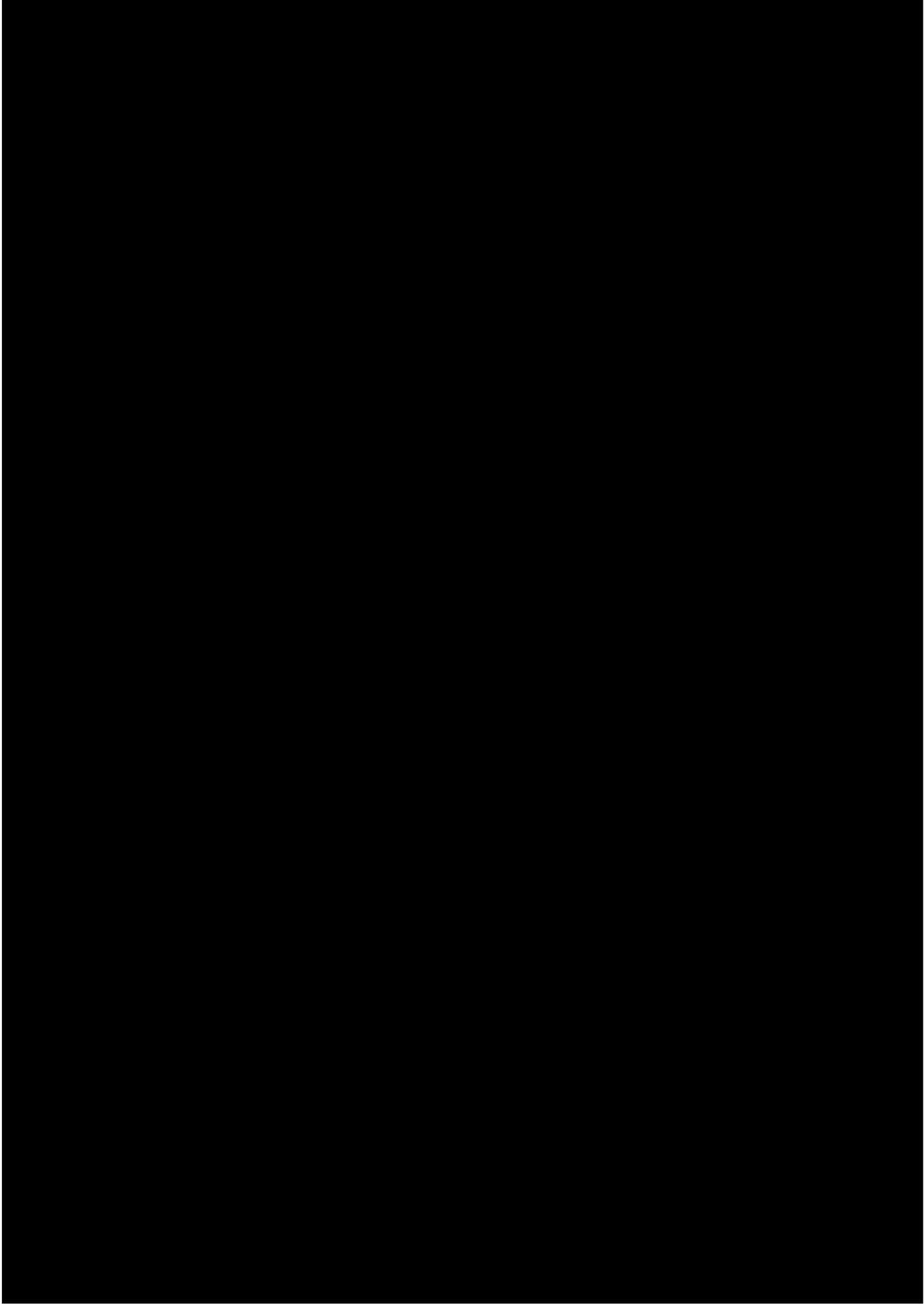


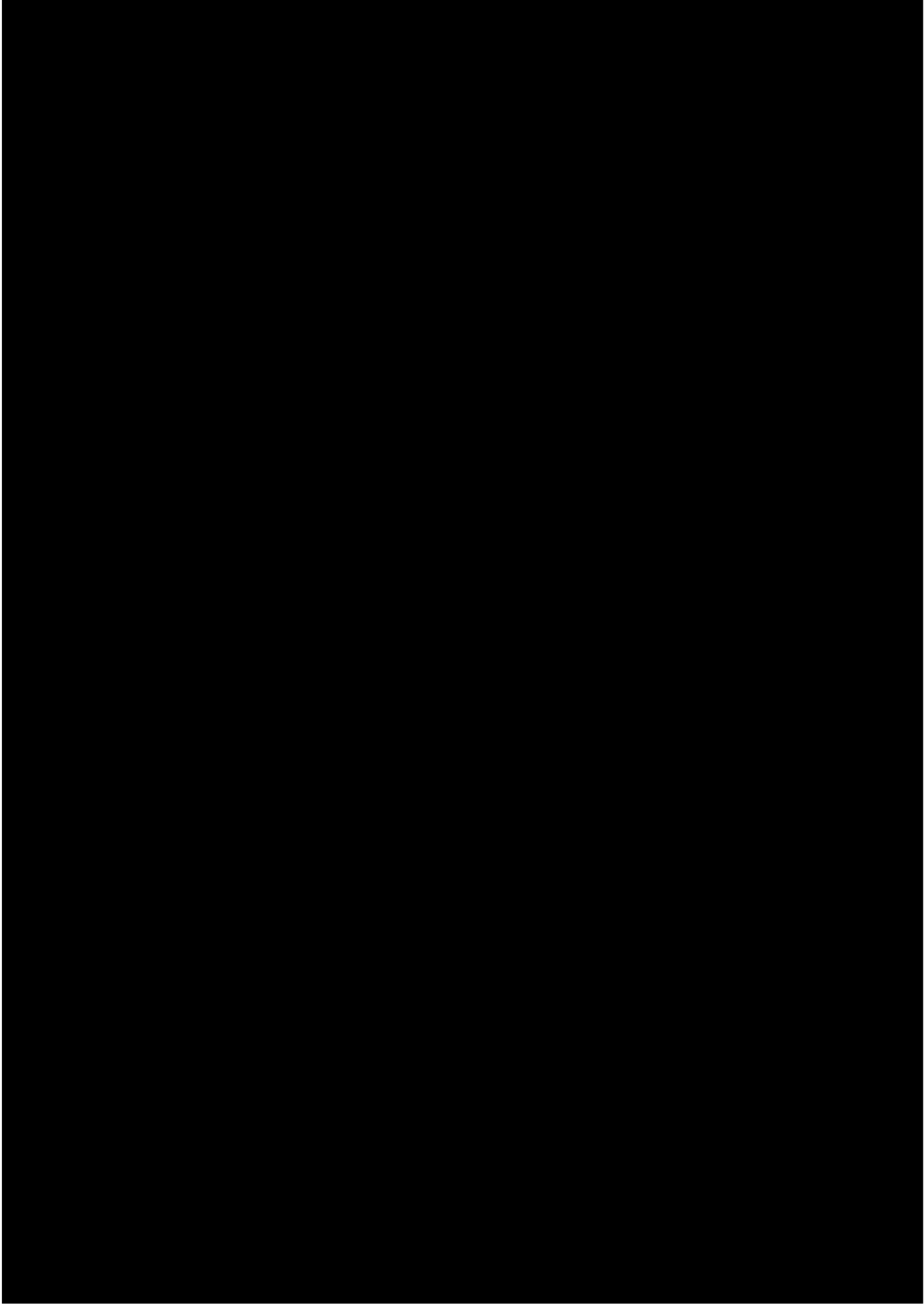


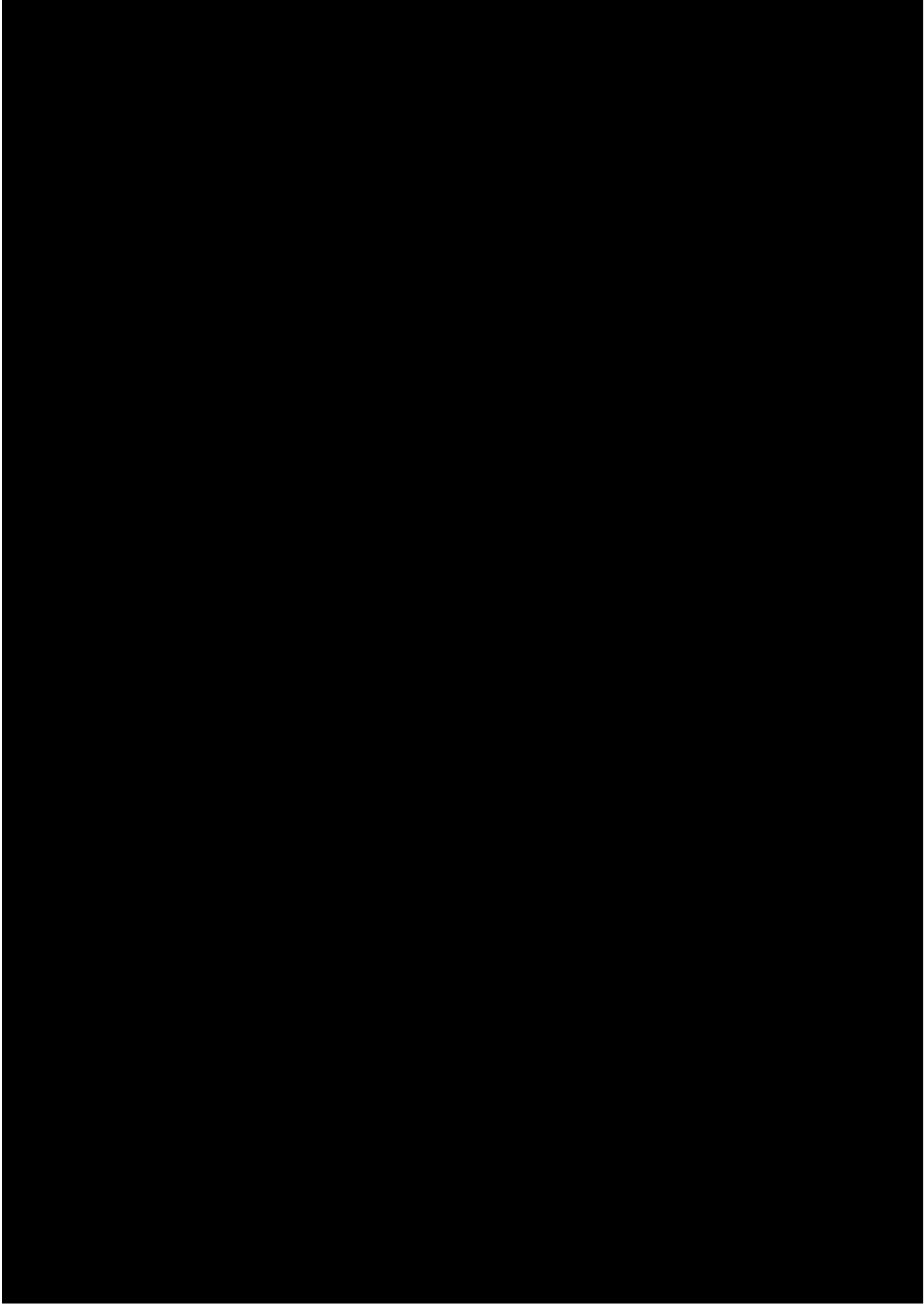


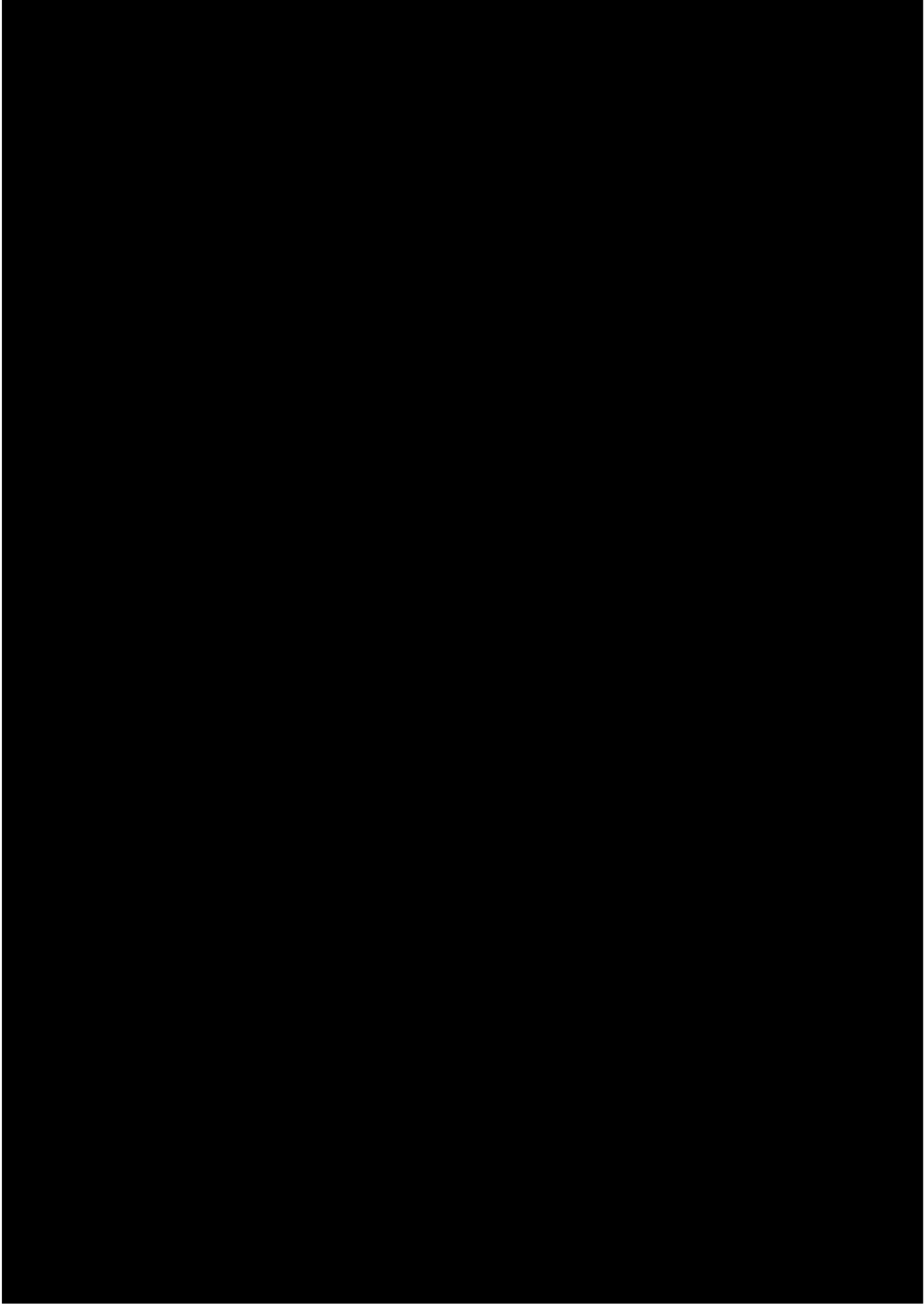


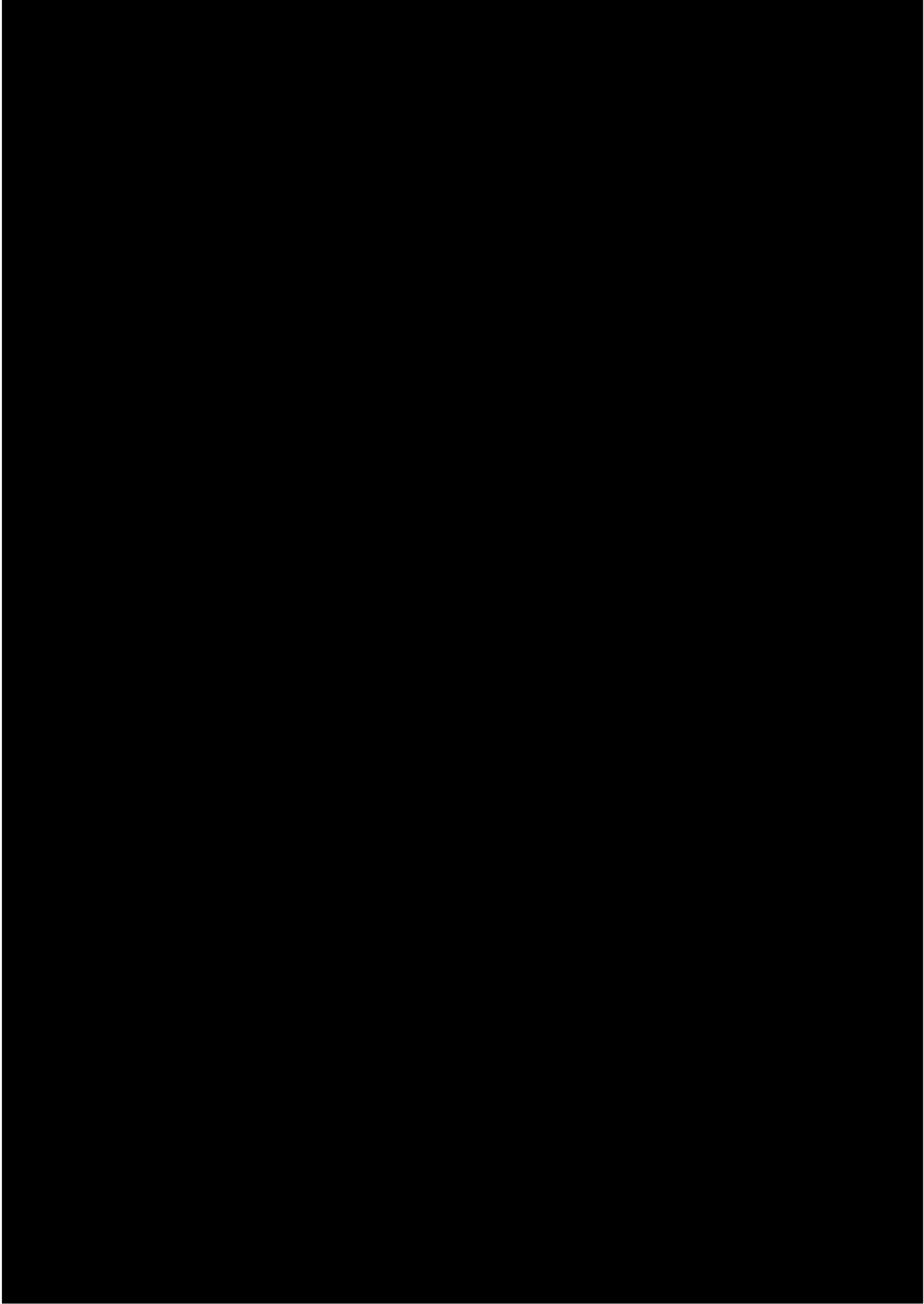


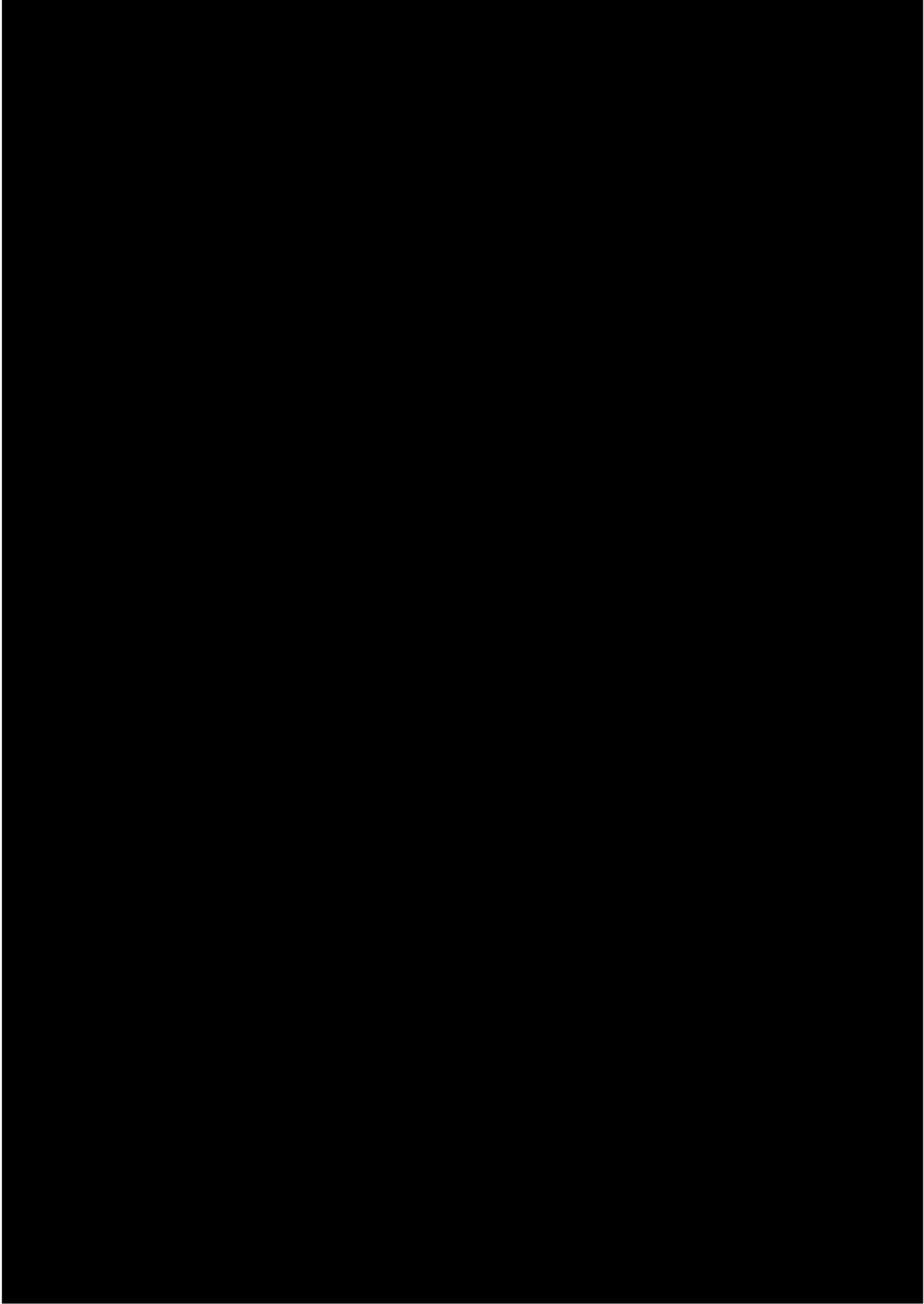


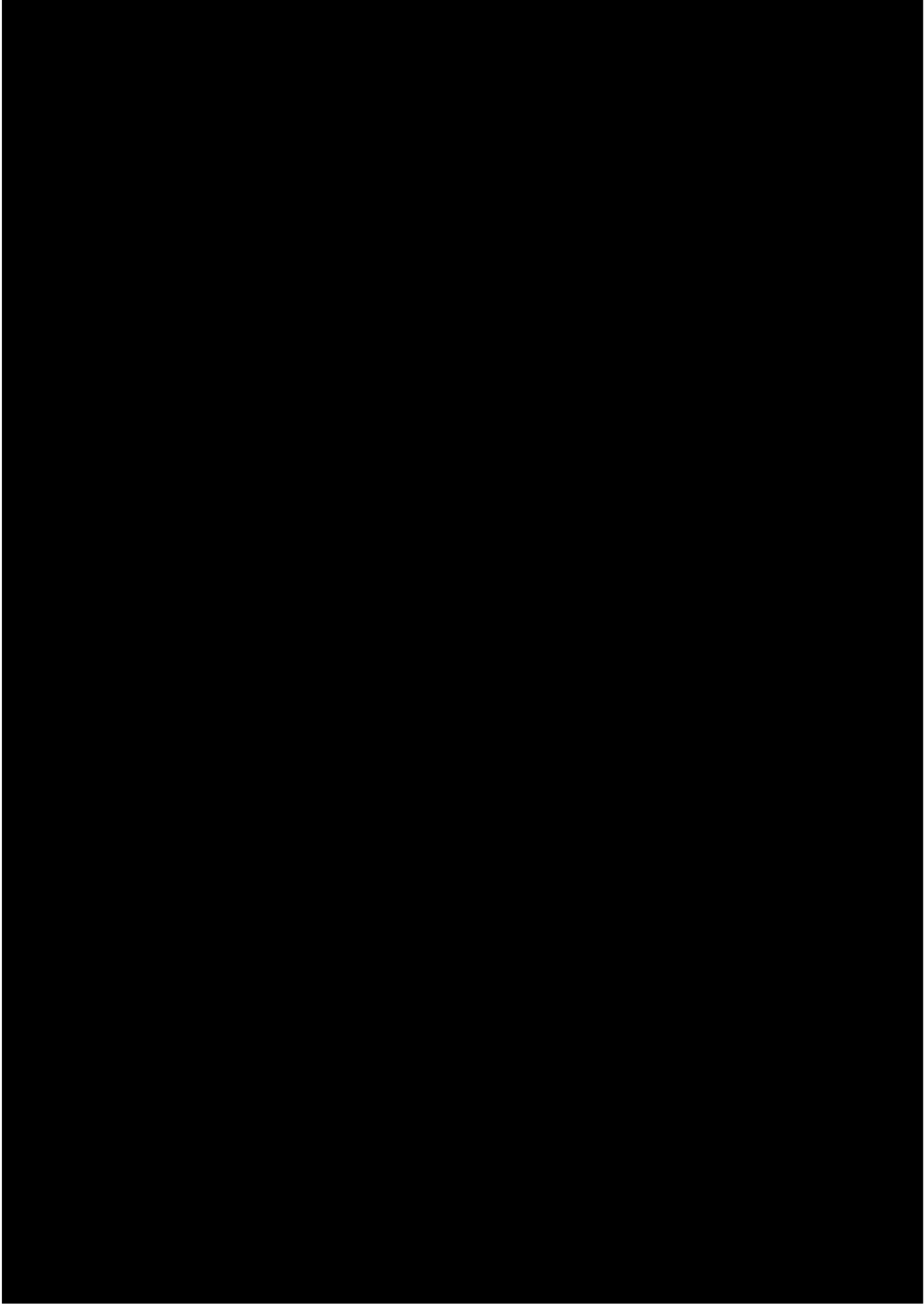


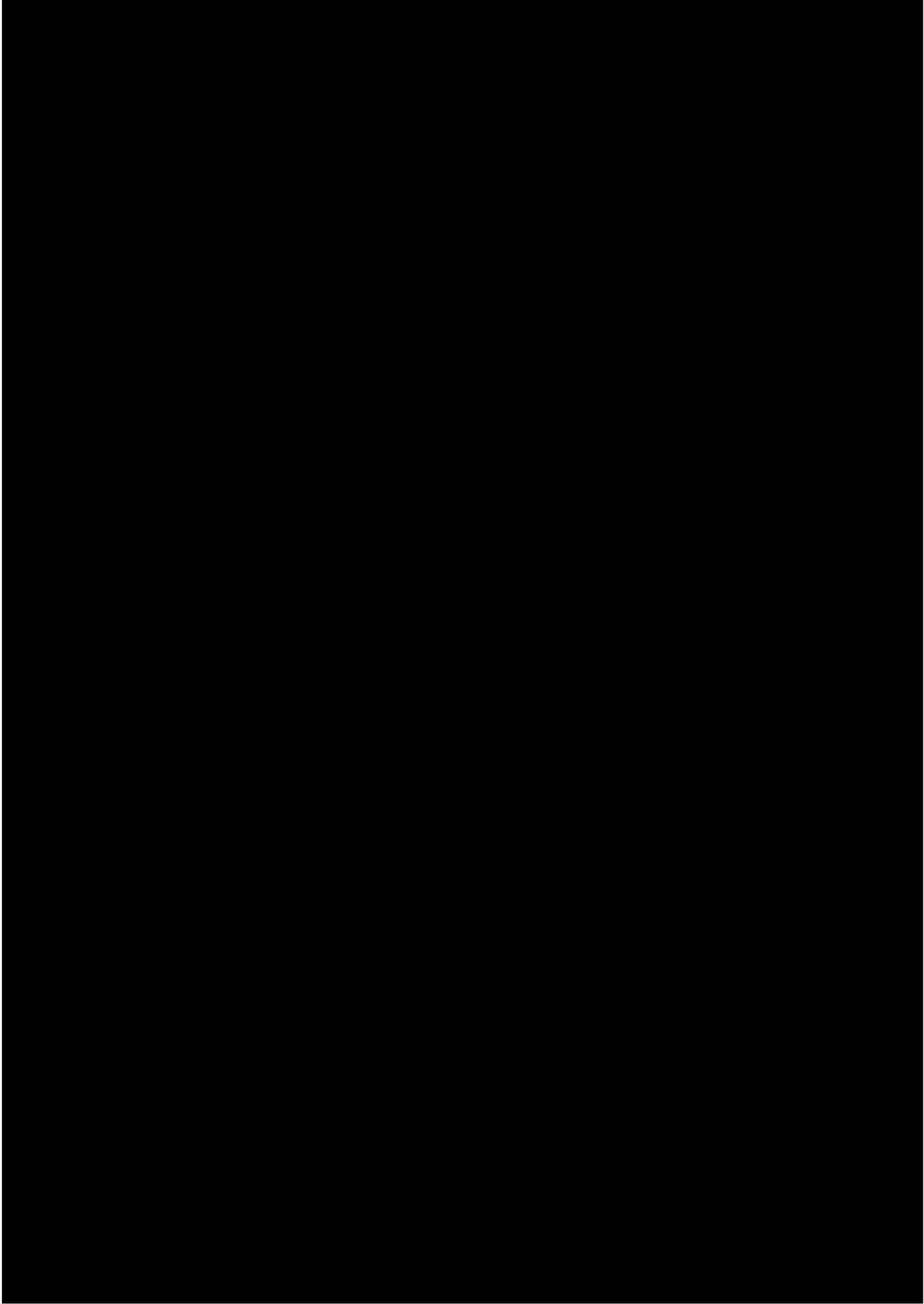


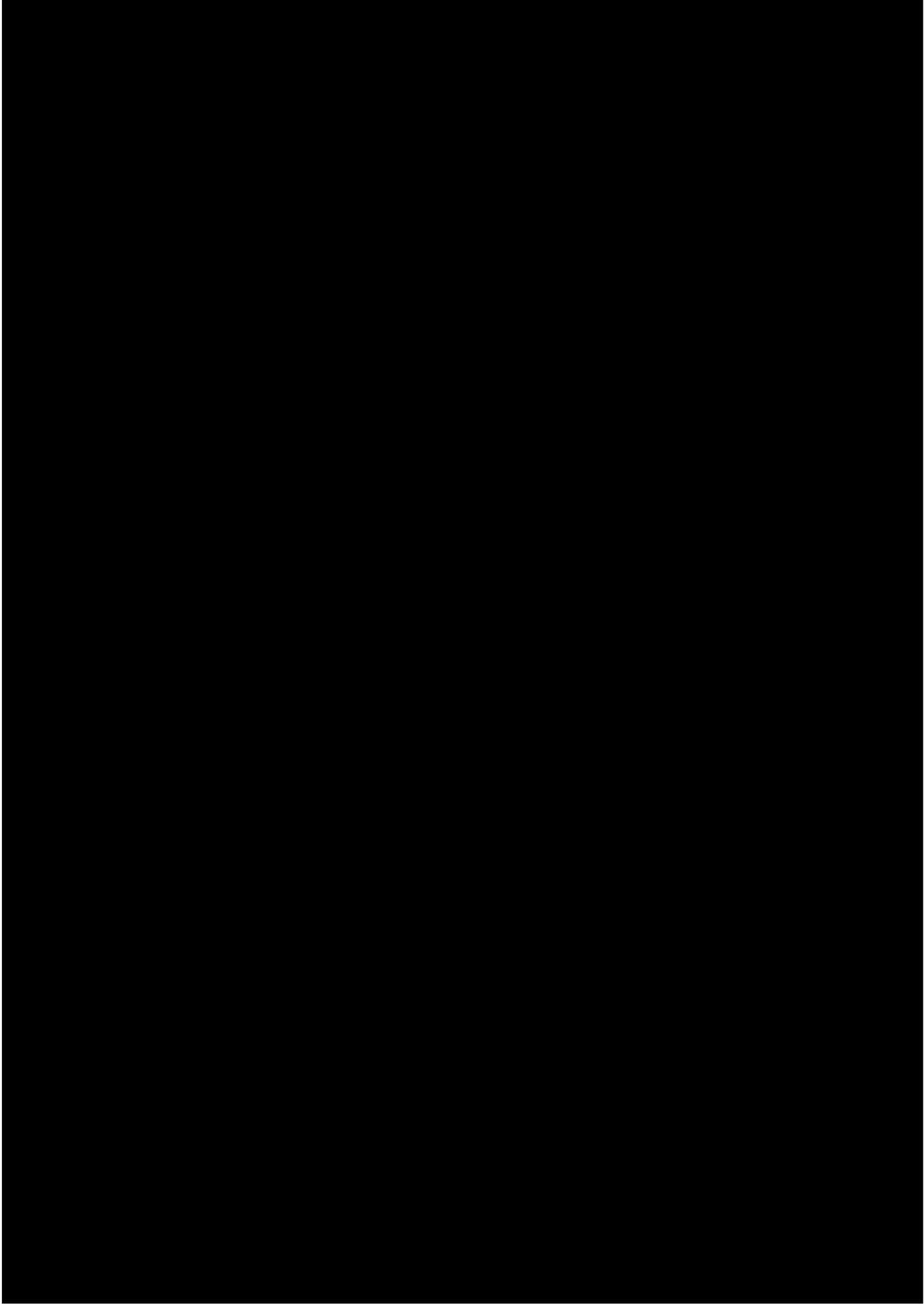


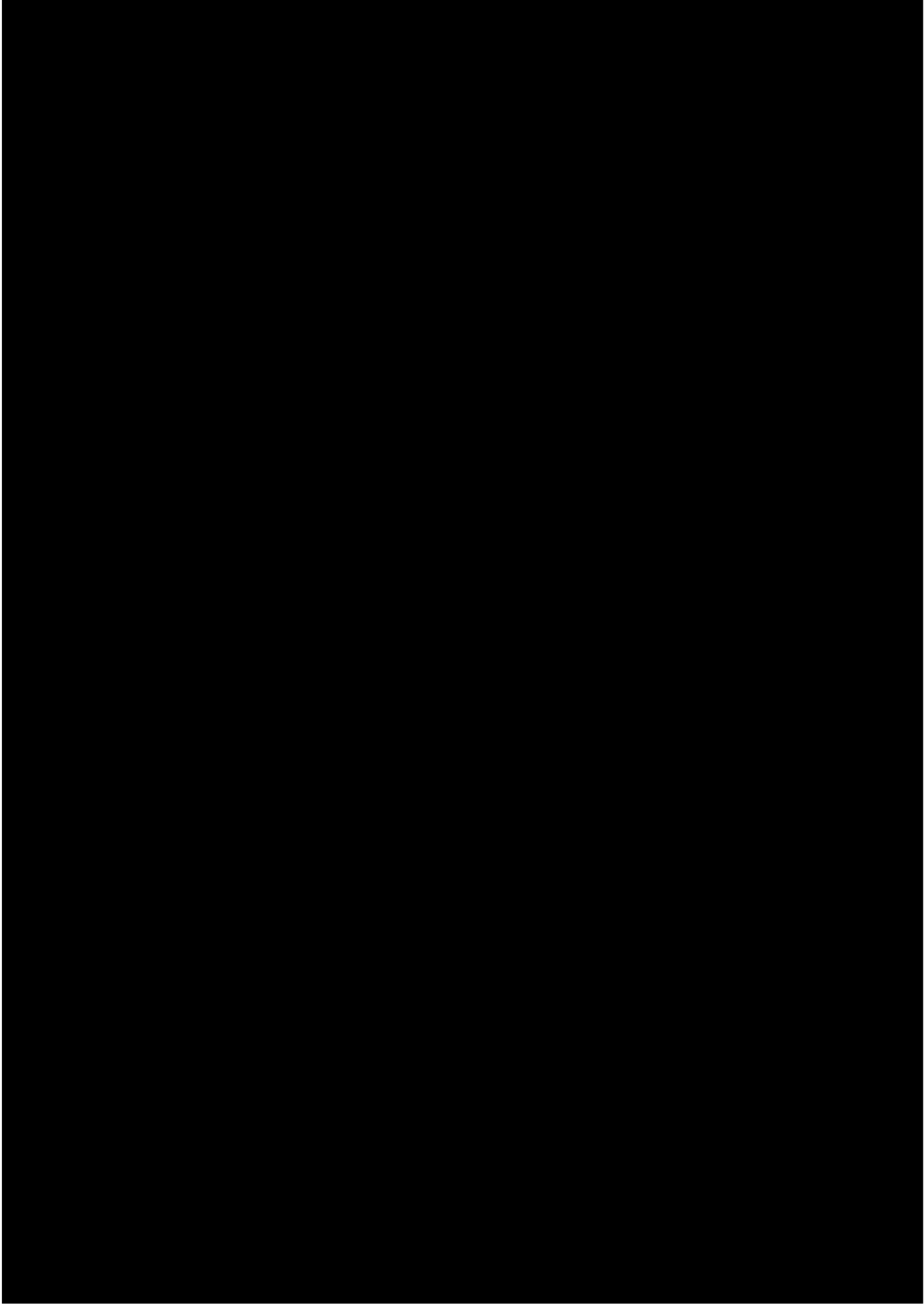


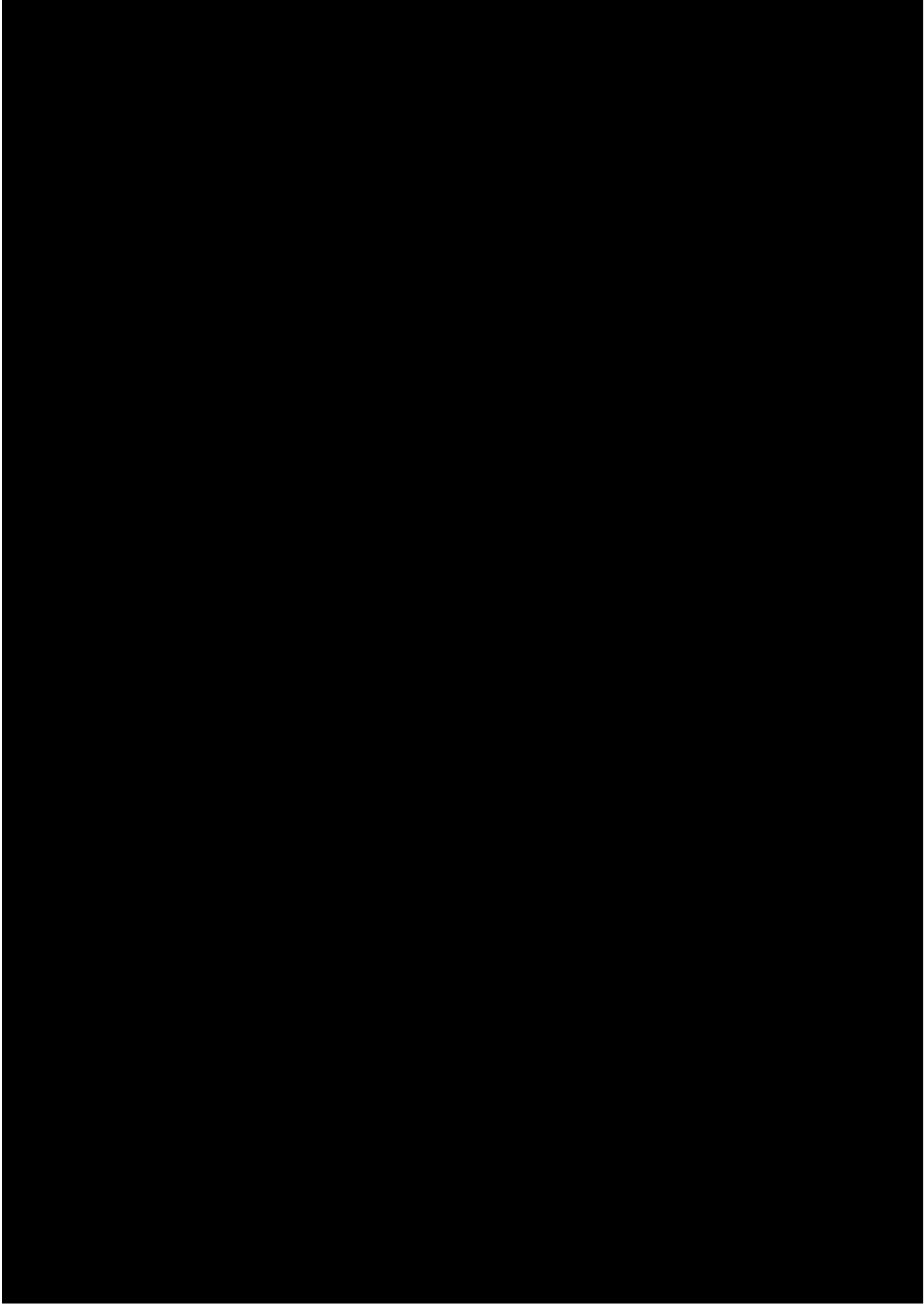


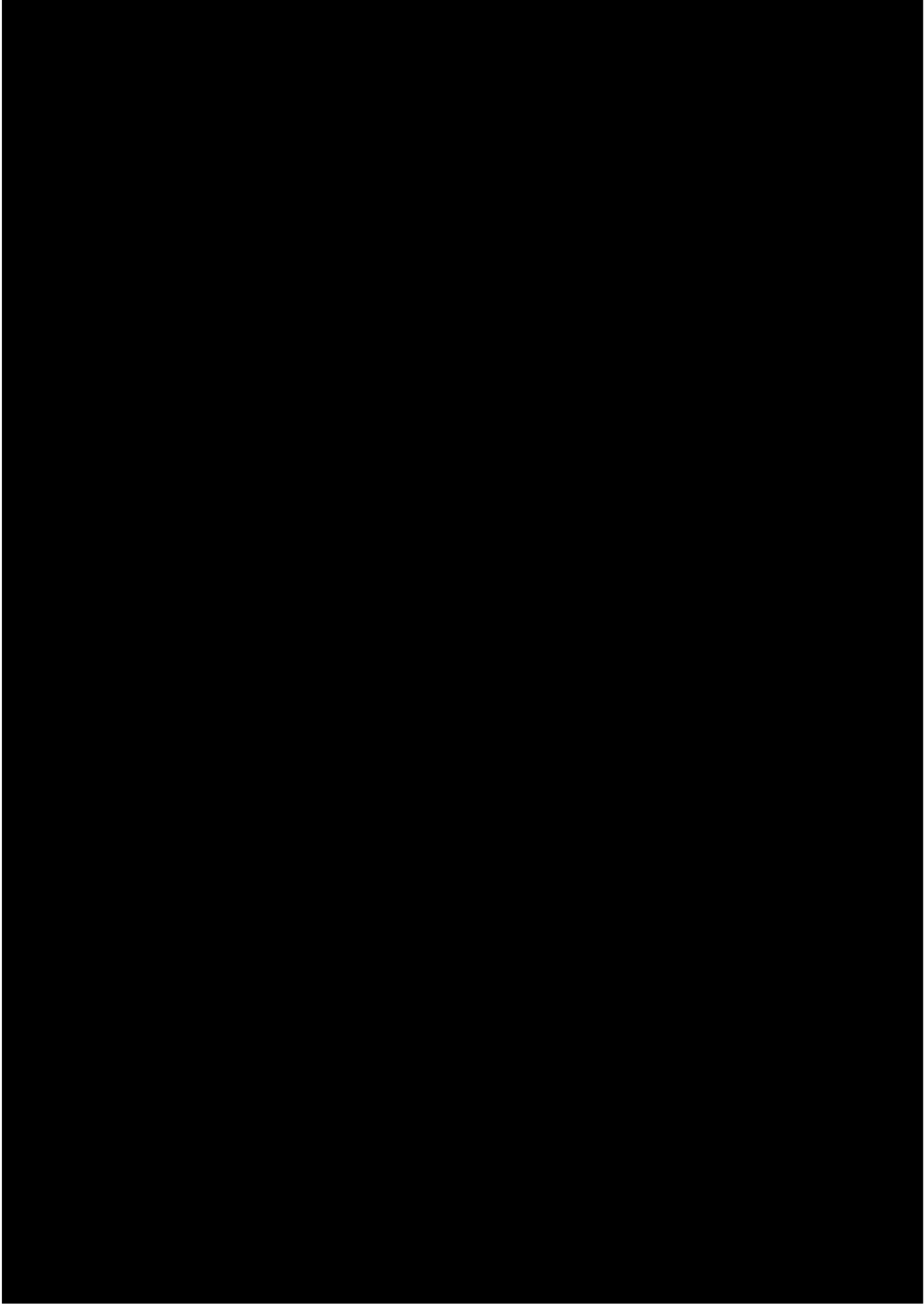


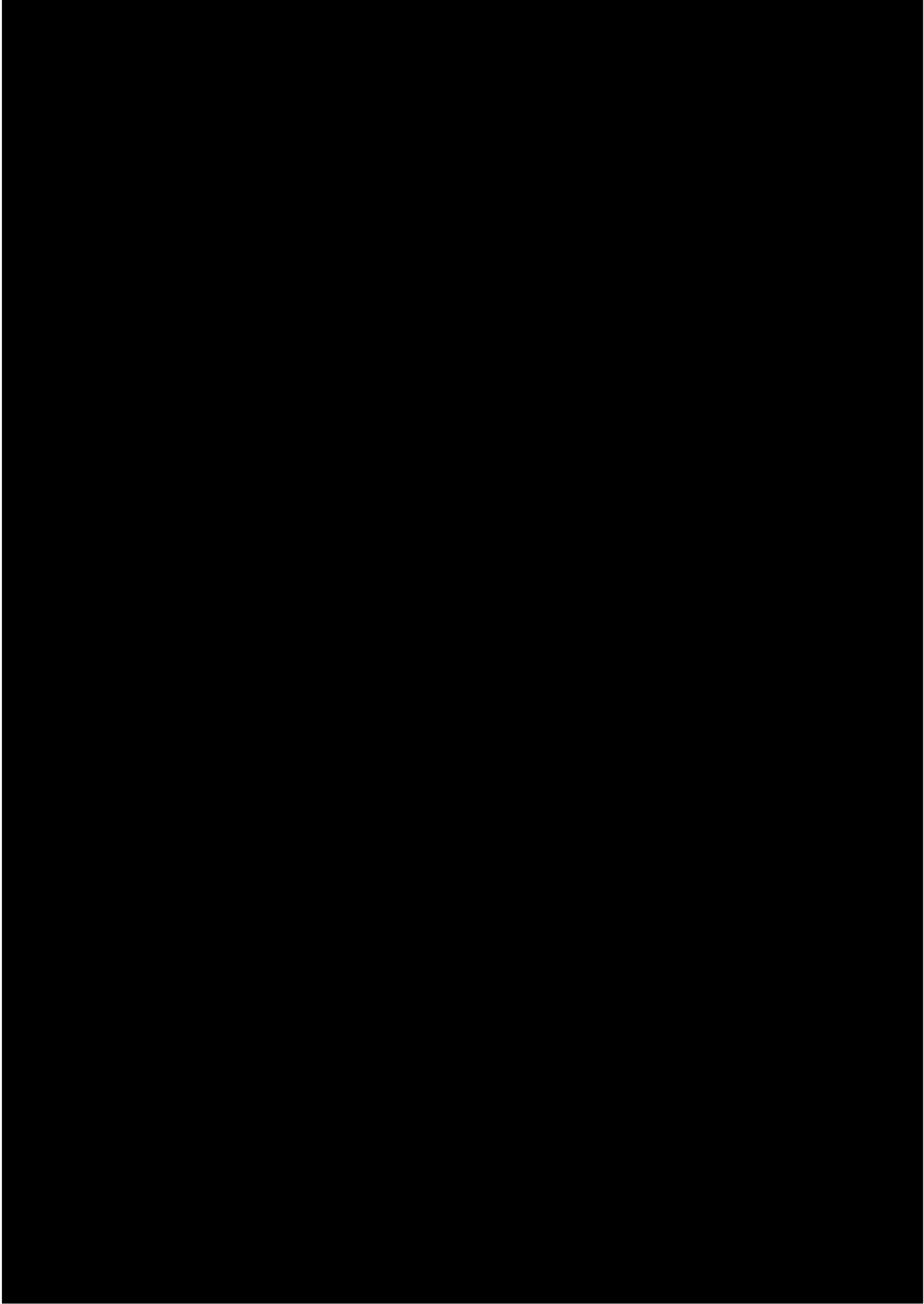


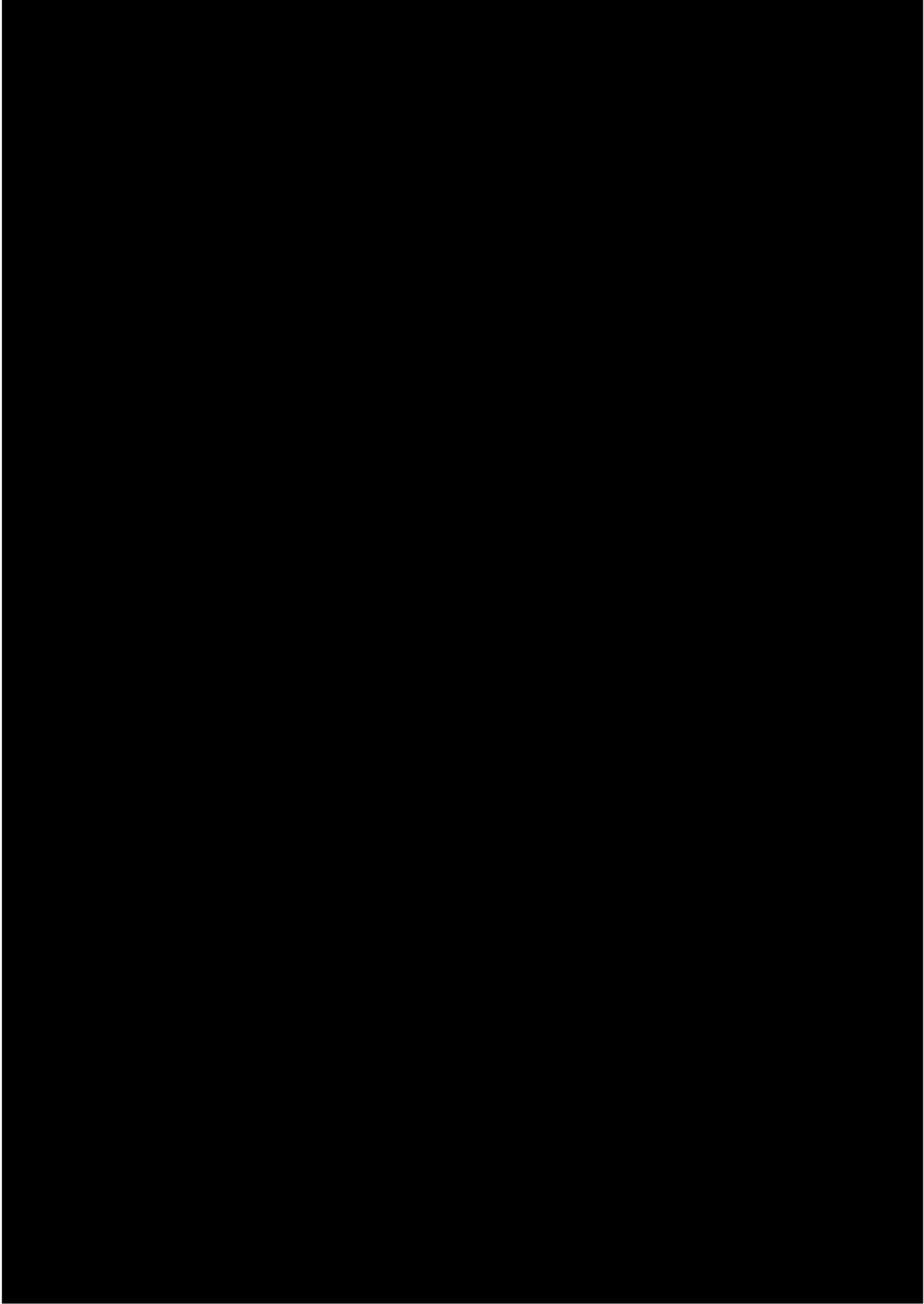


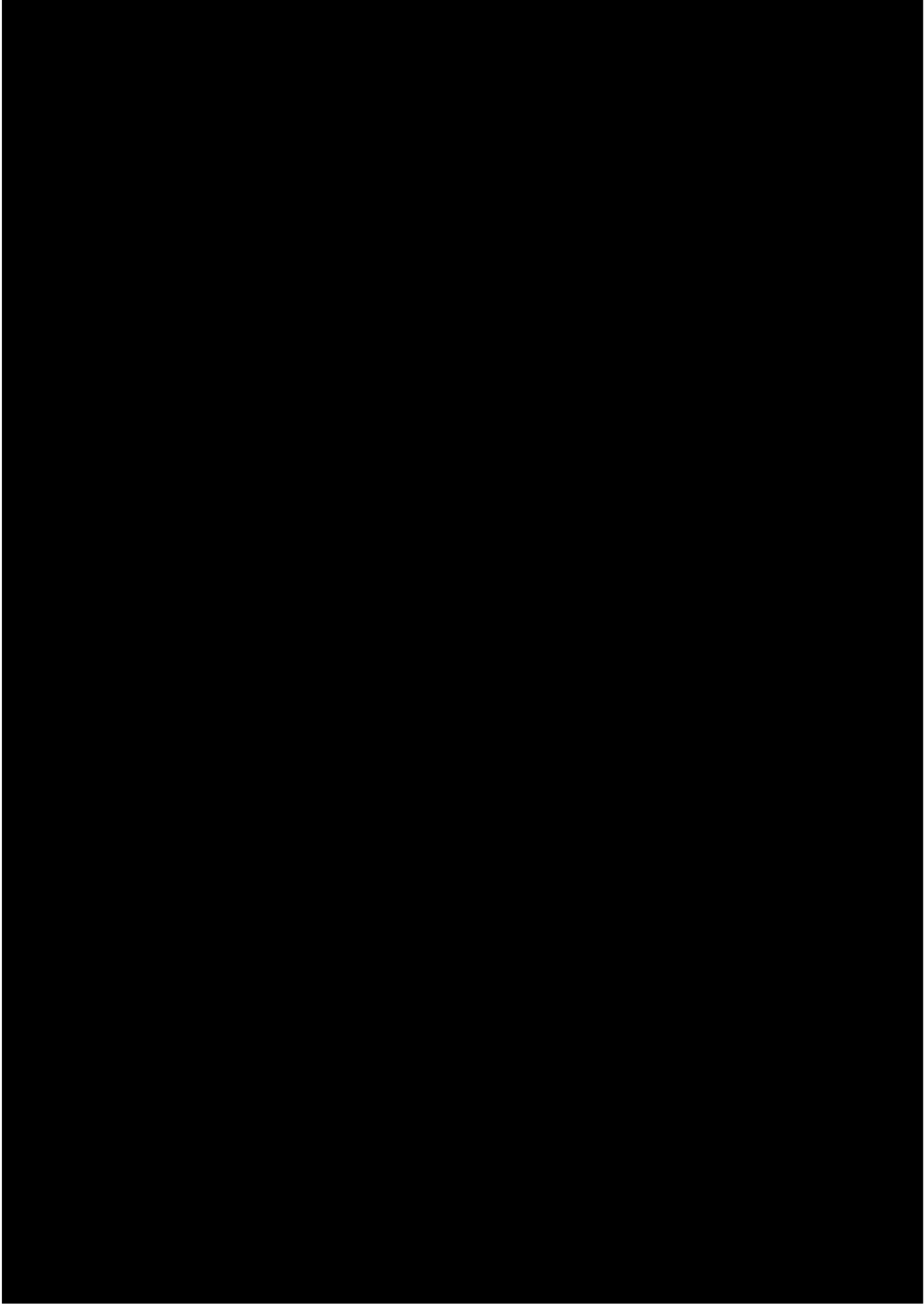


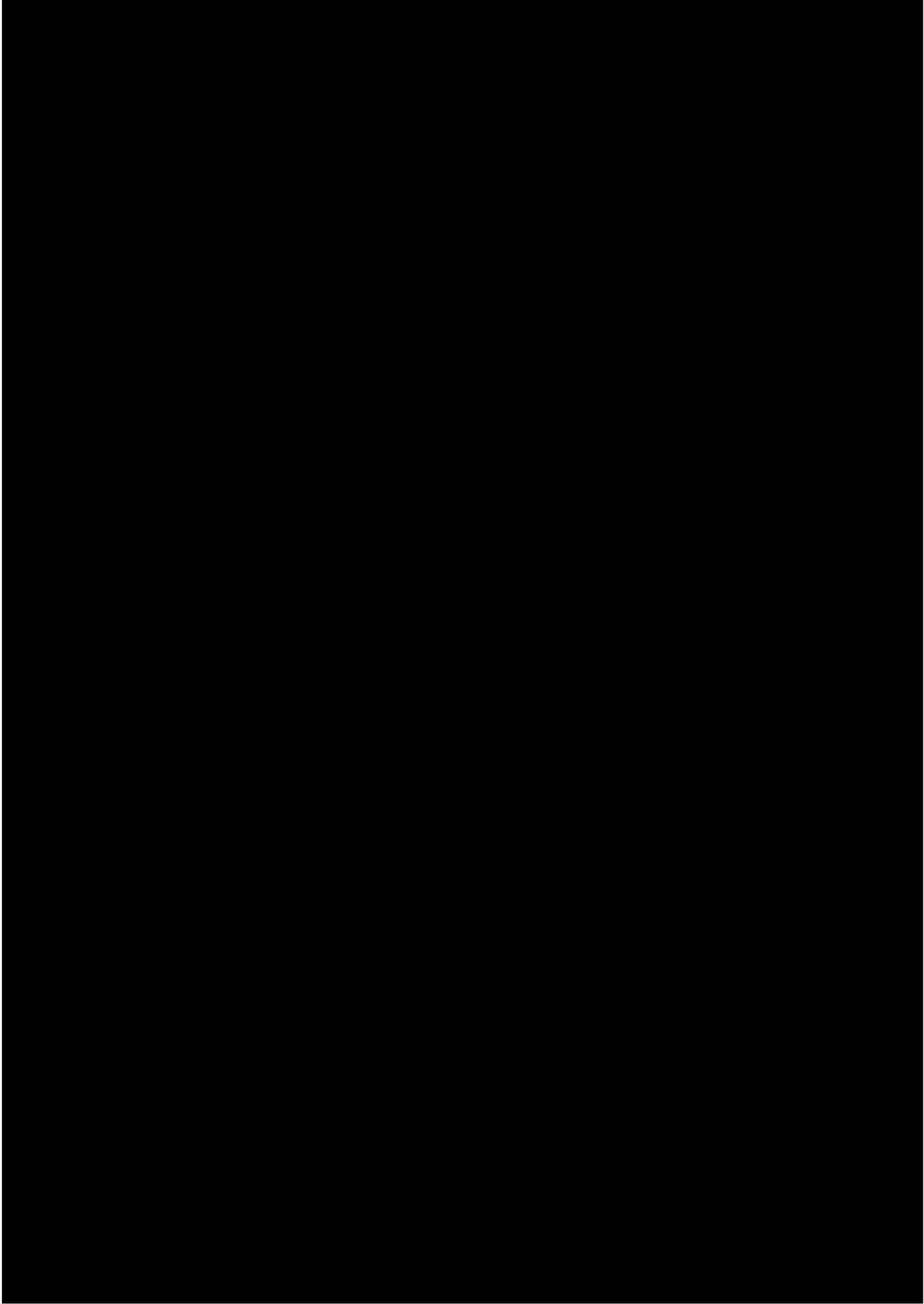


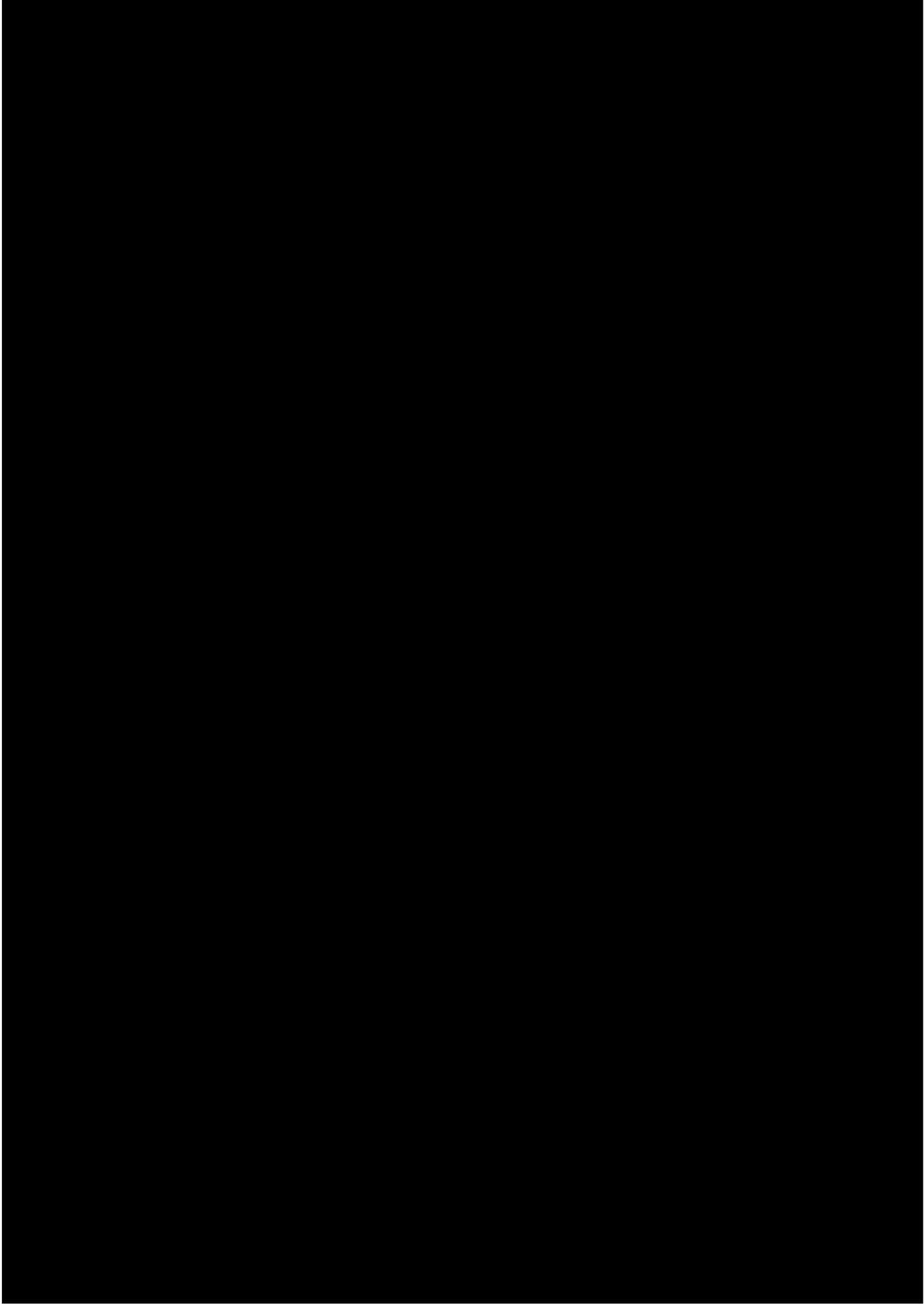


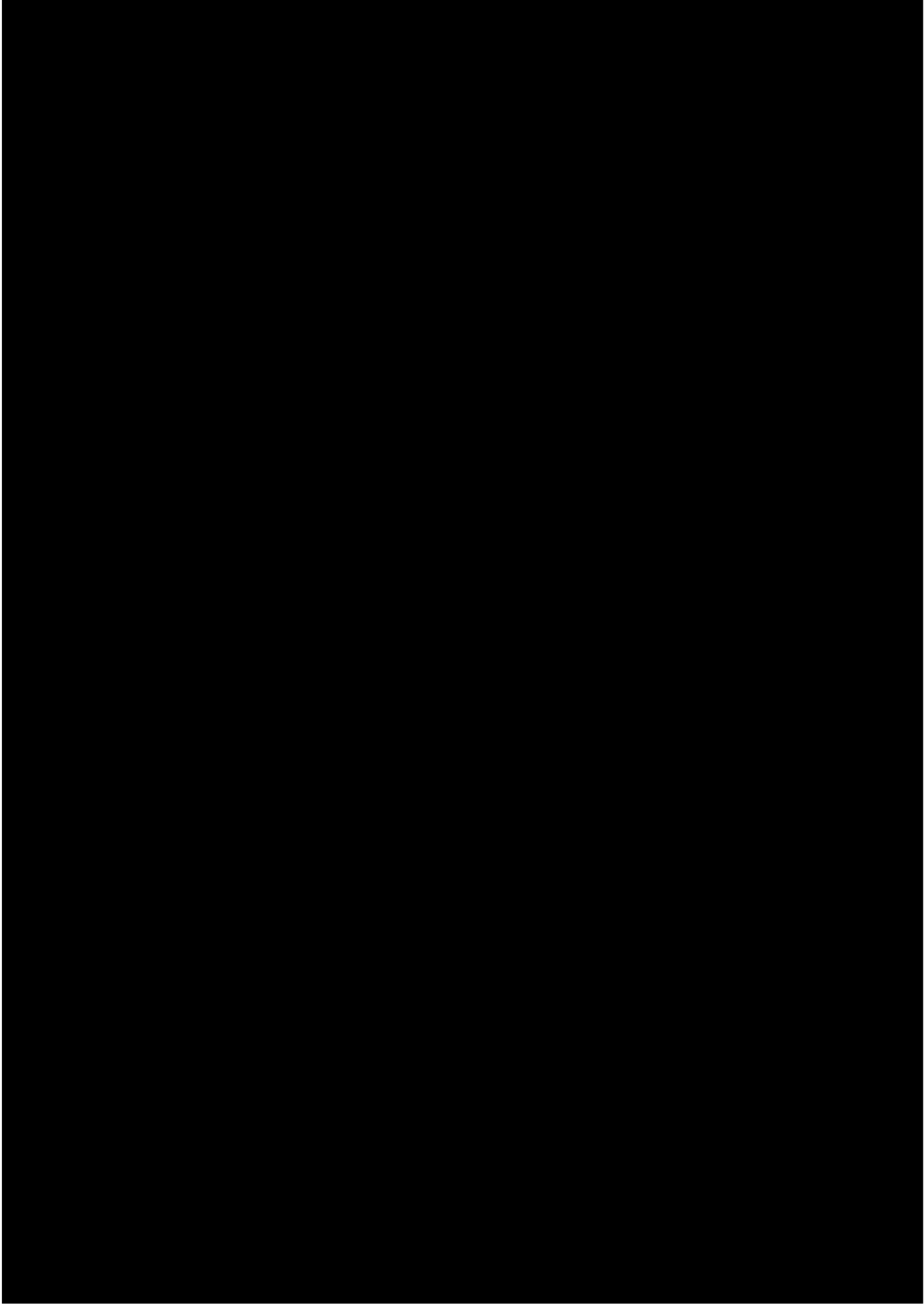


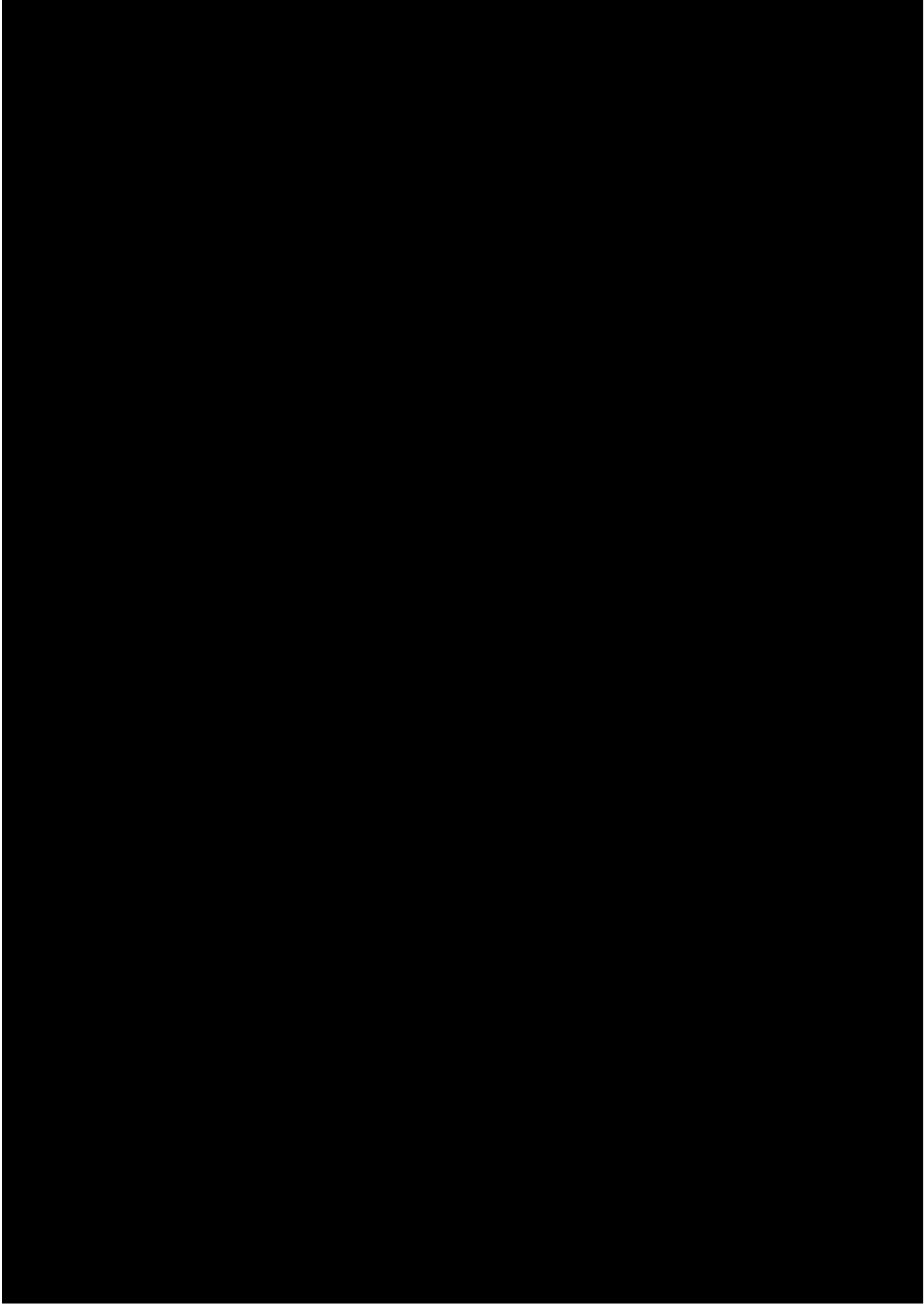








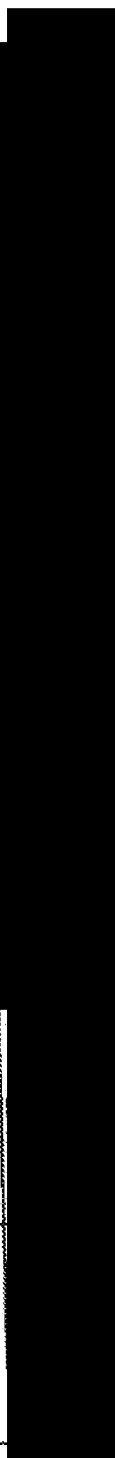
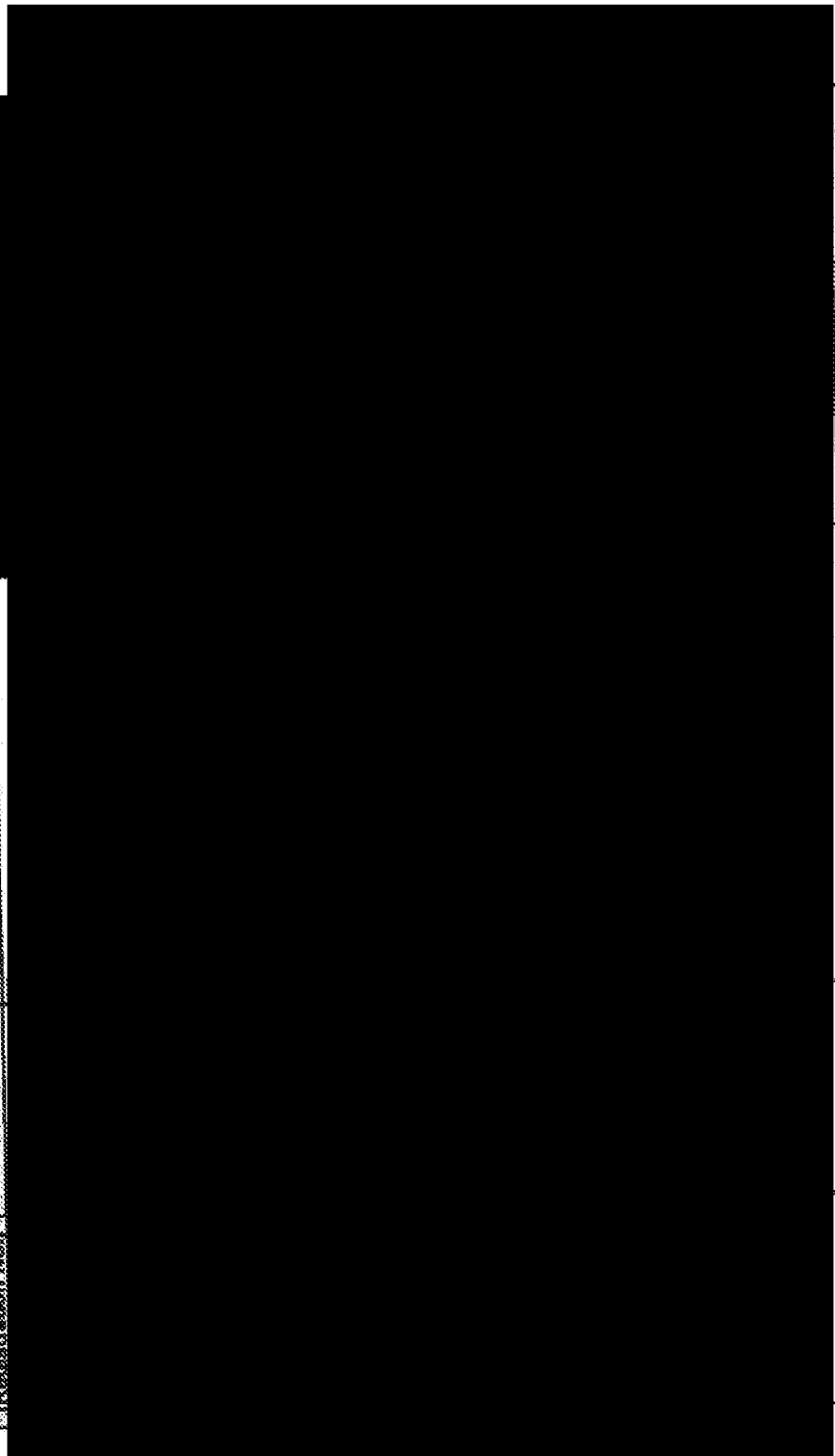




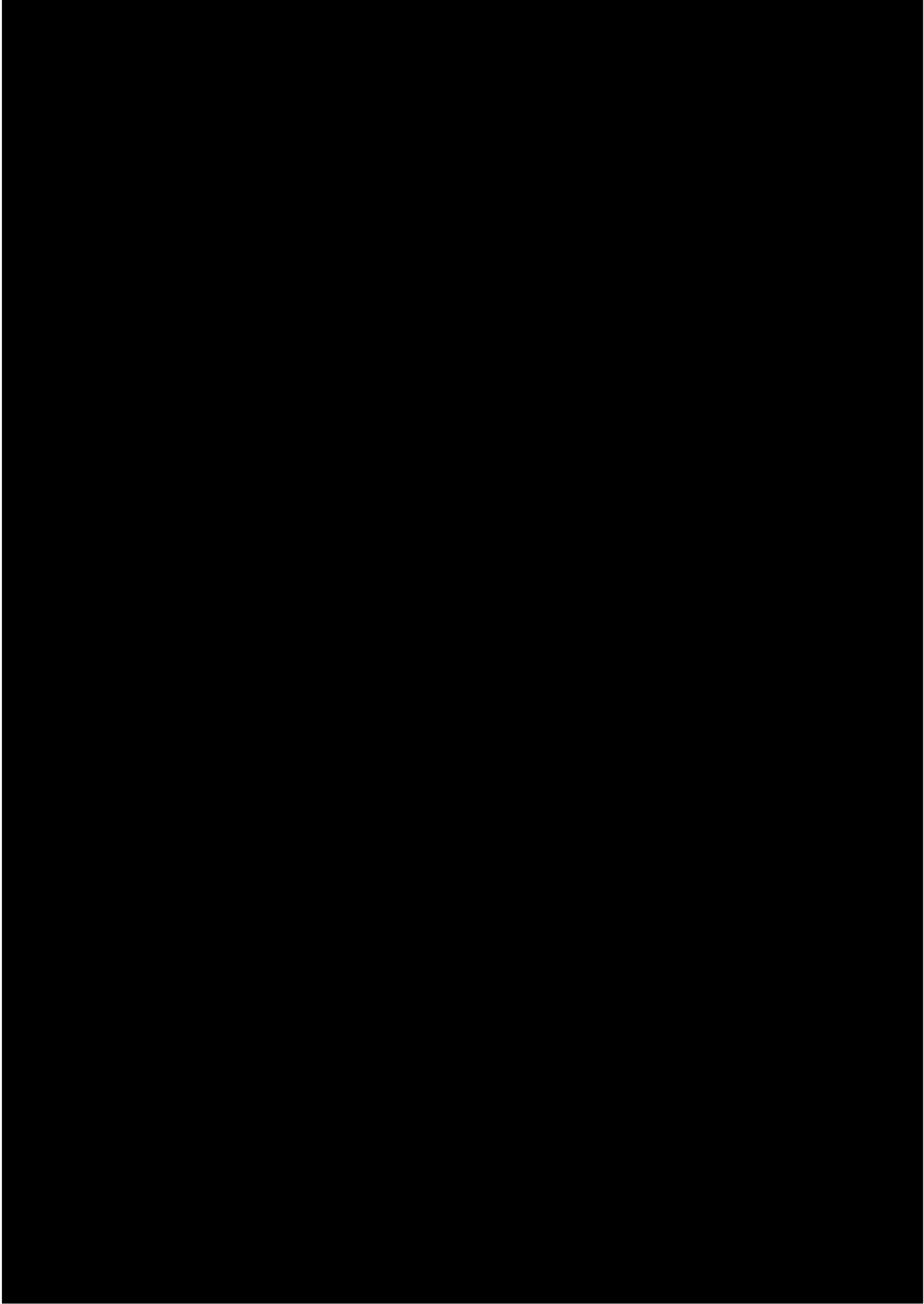
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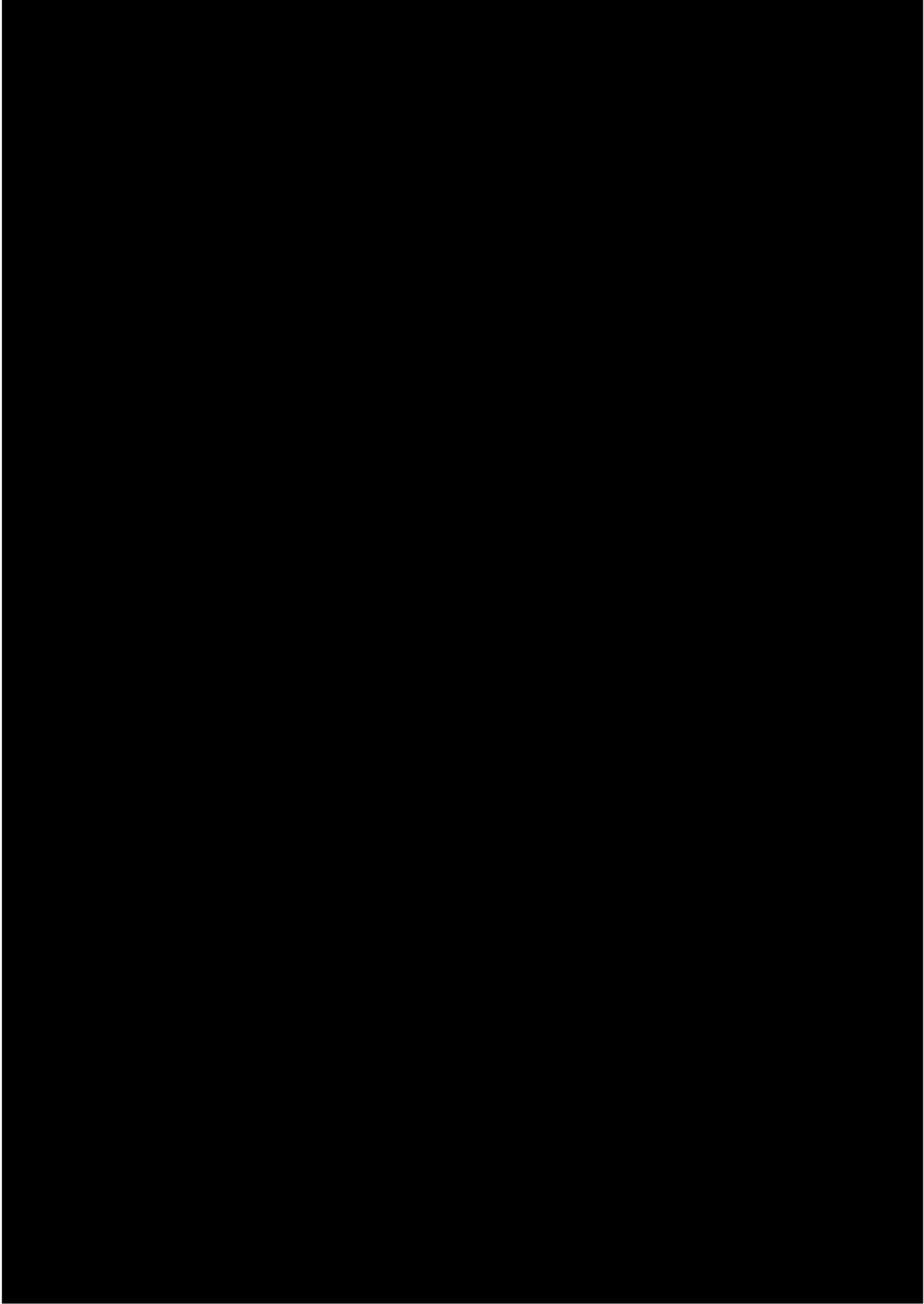
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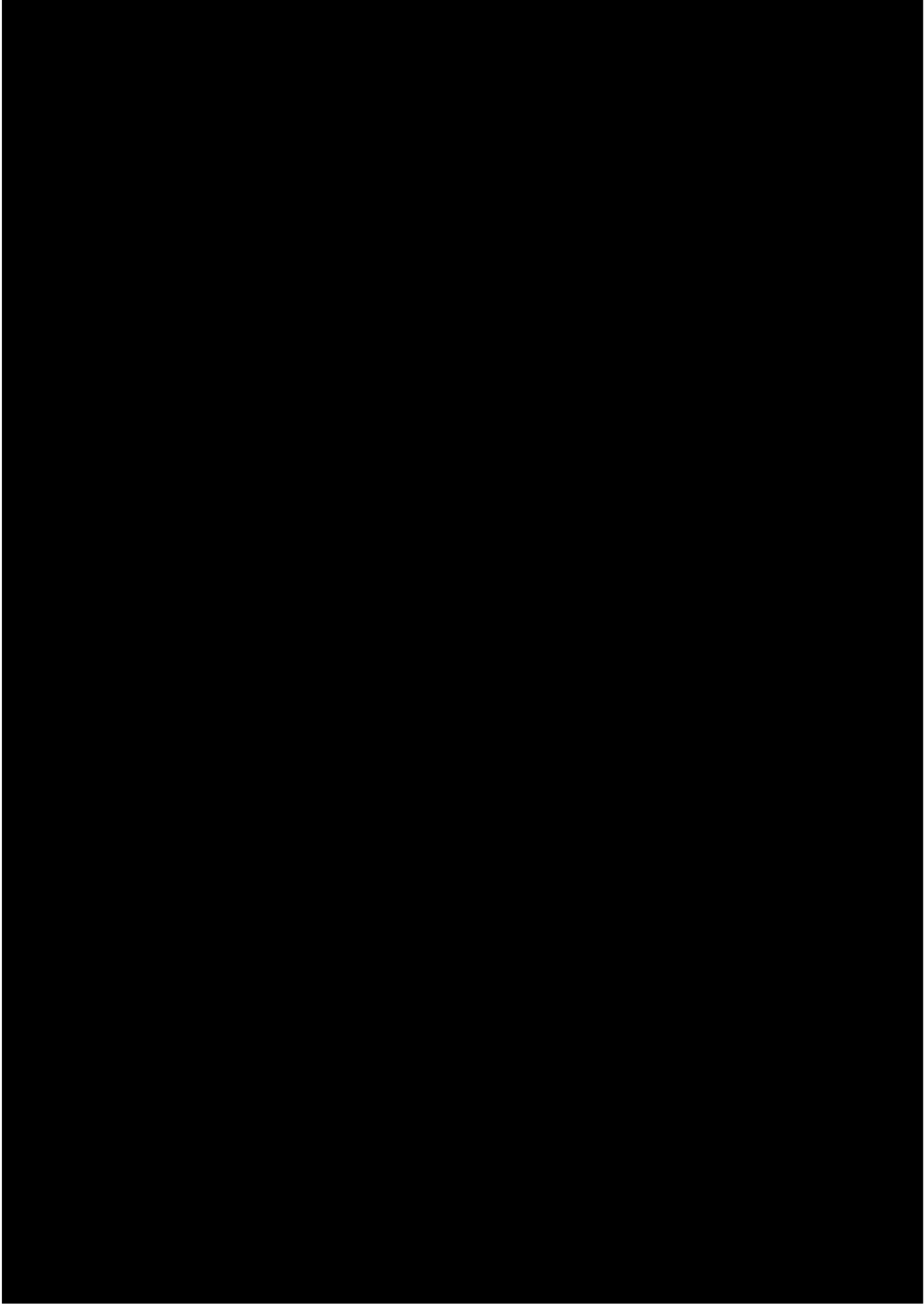
Trade Mark No. (Registration No.)	Trade Mark	Country/Iss	Filing Date	Registration Date	Legal Owner
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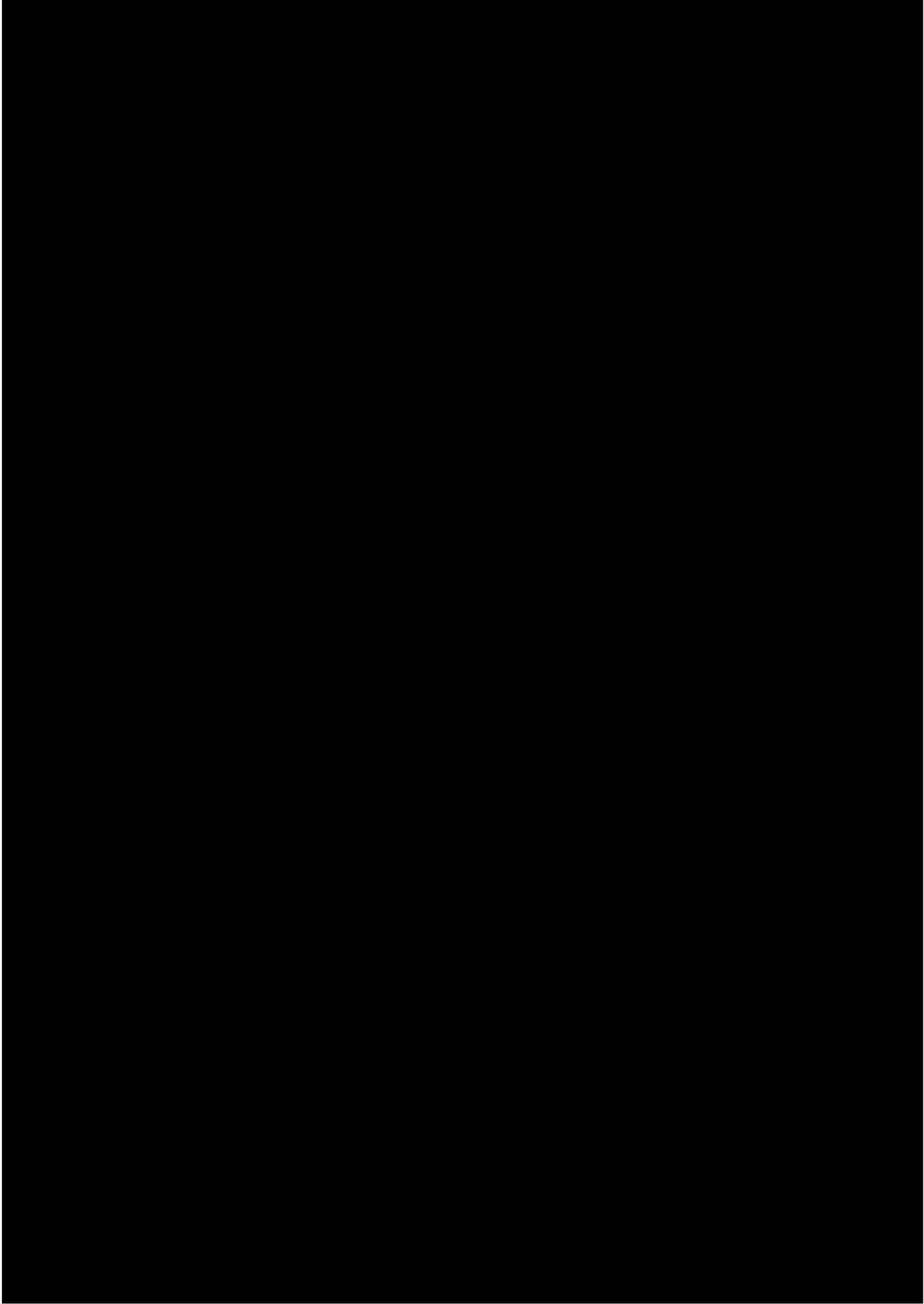


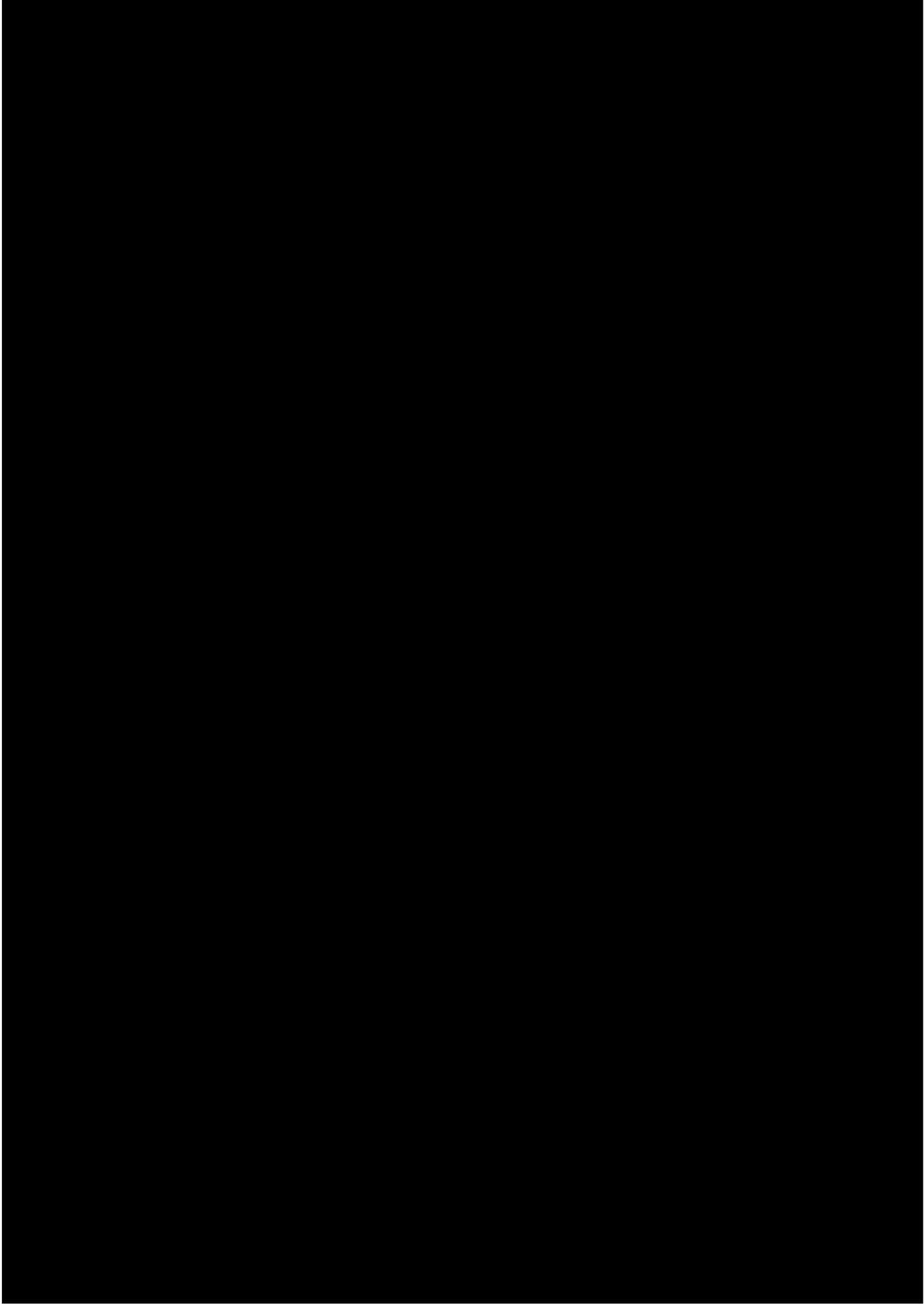
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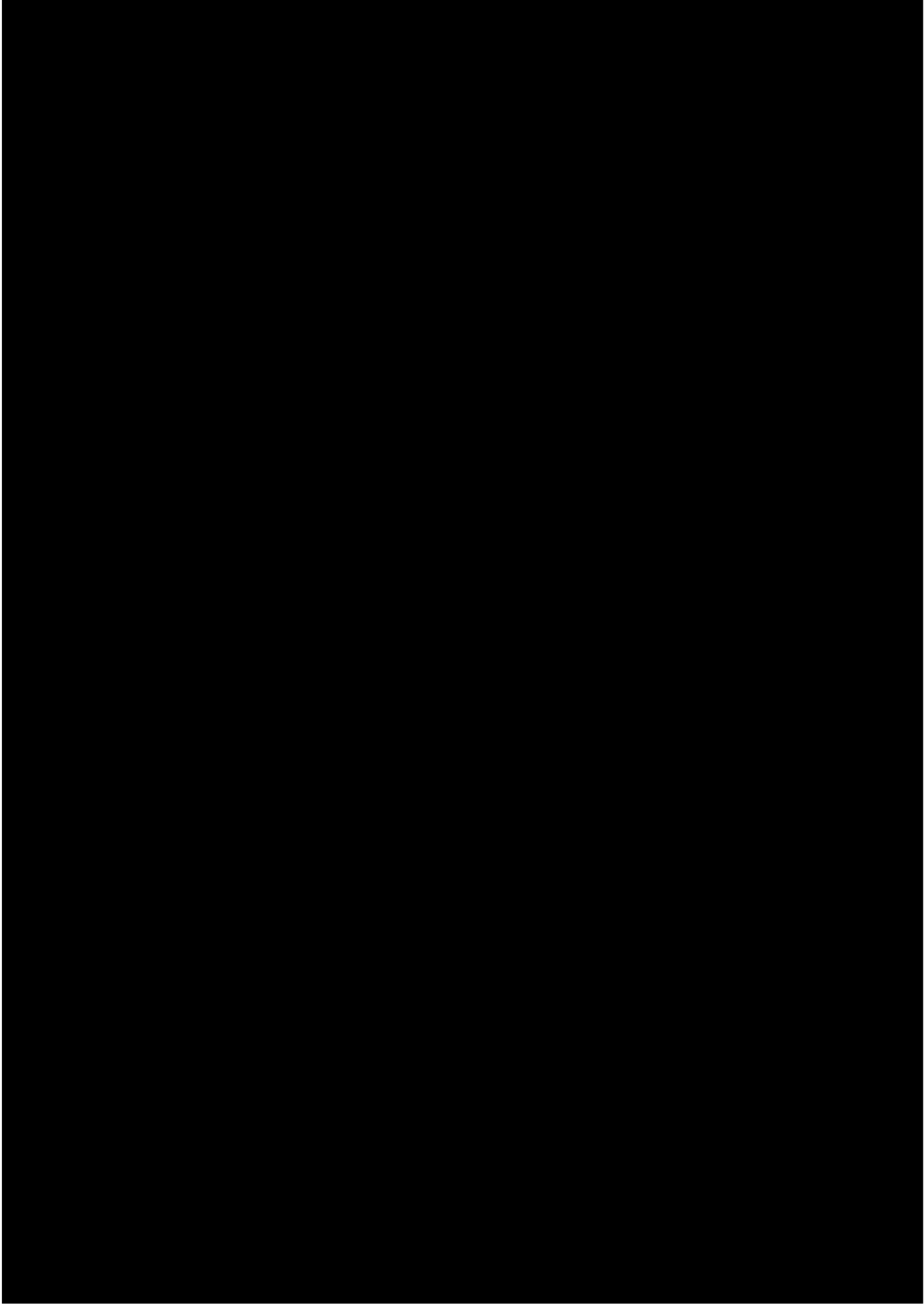


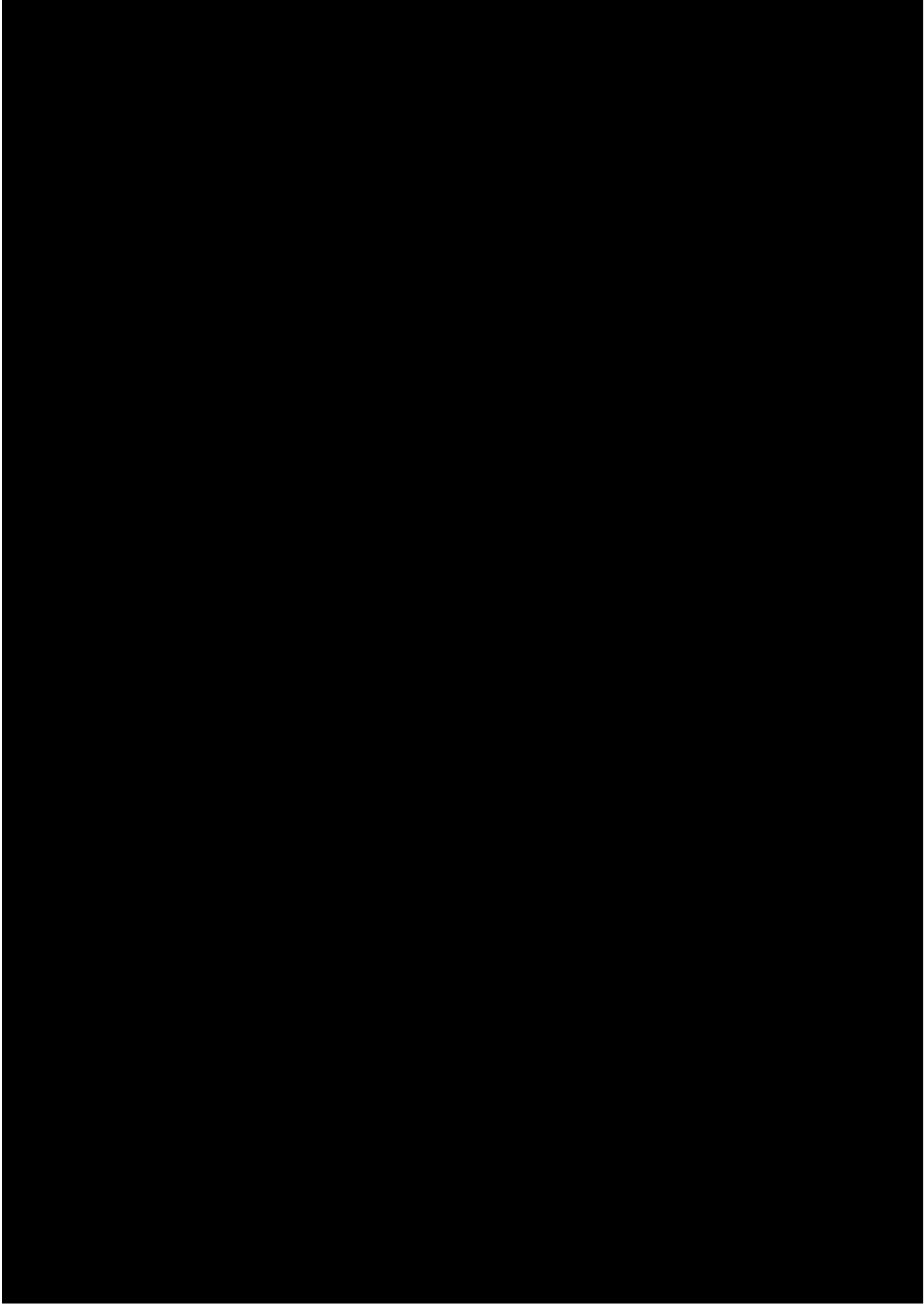


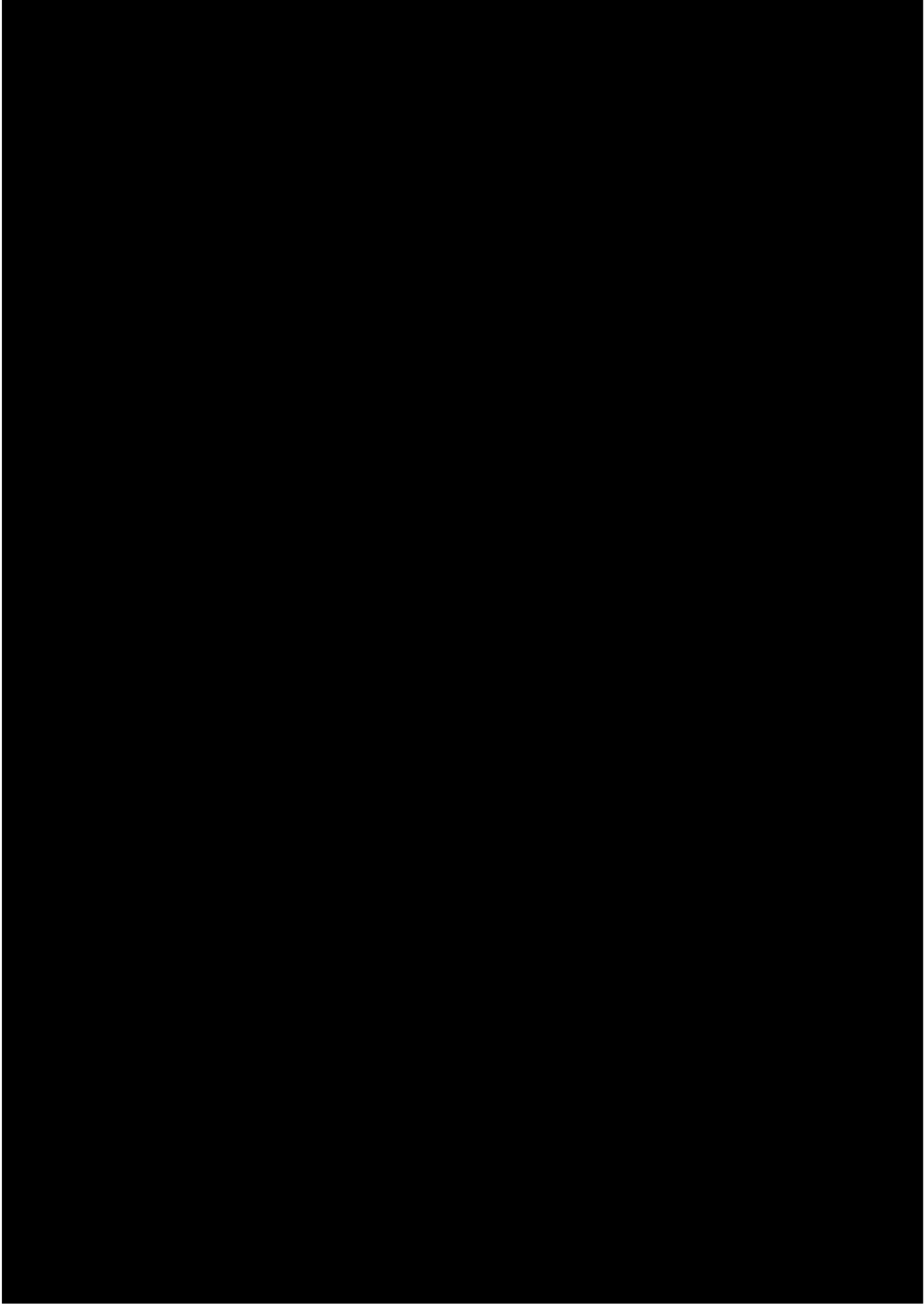


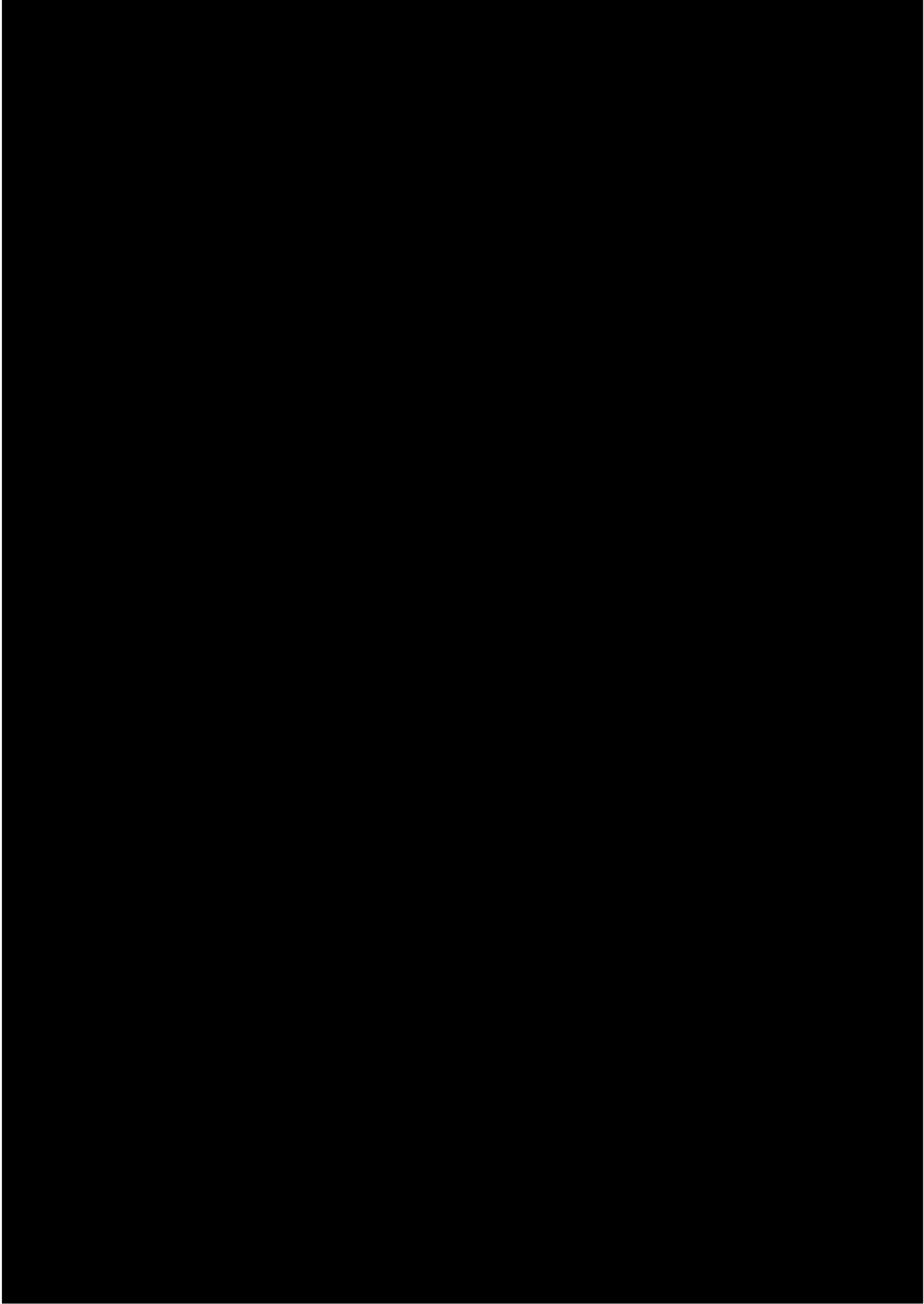


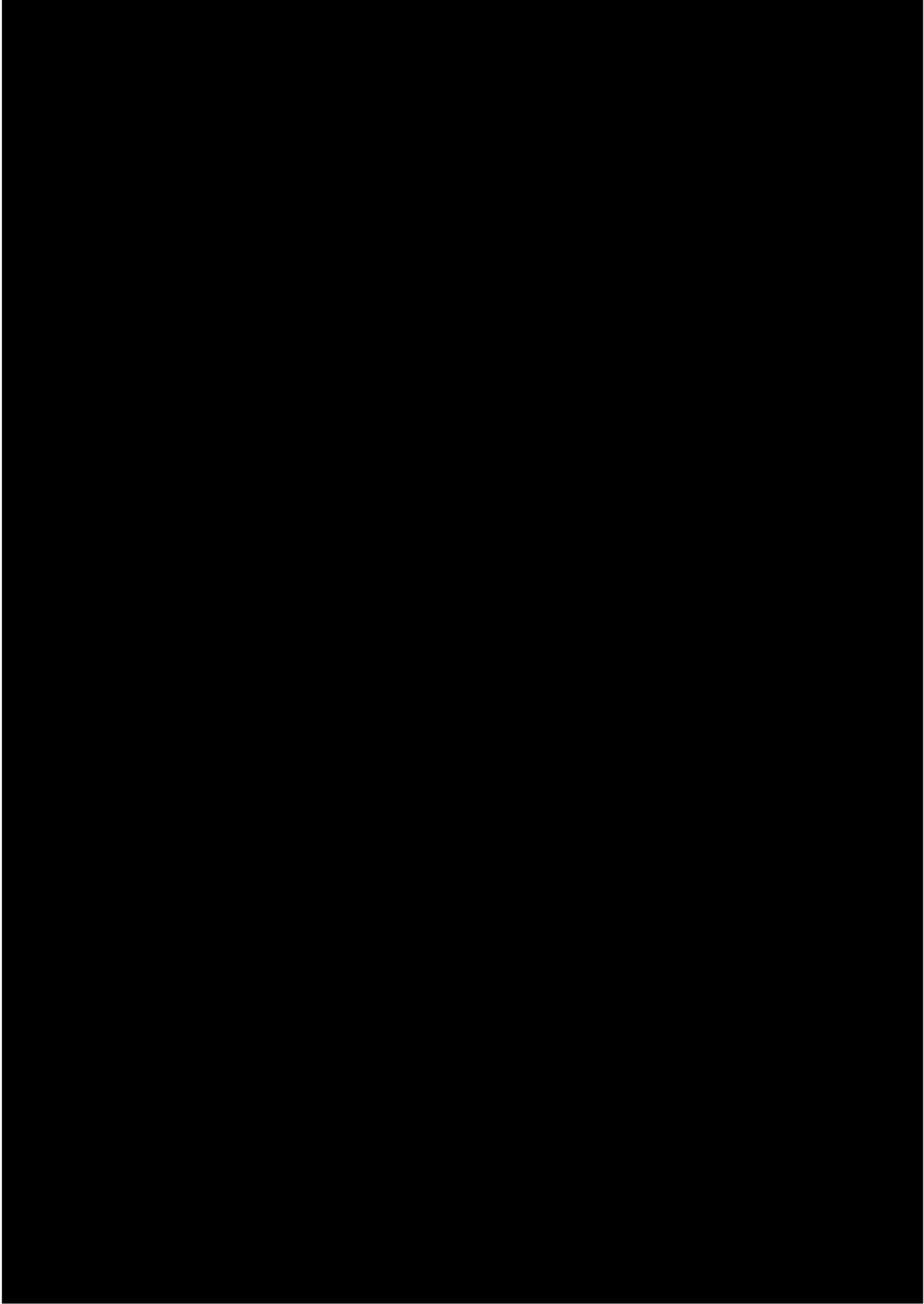


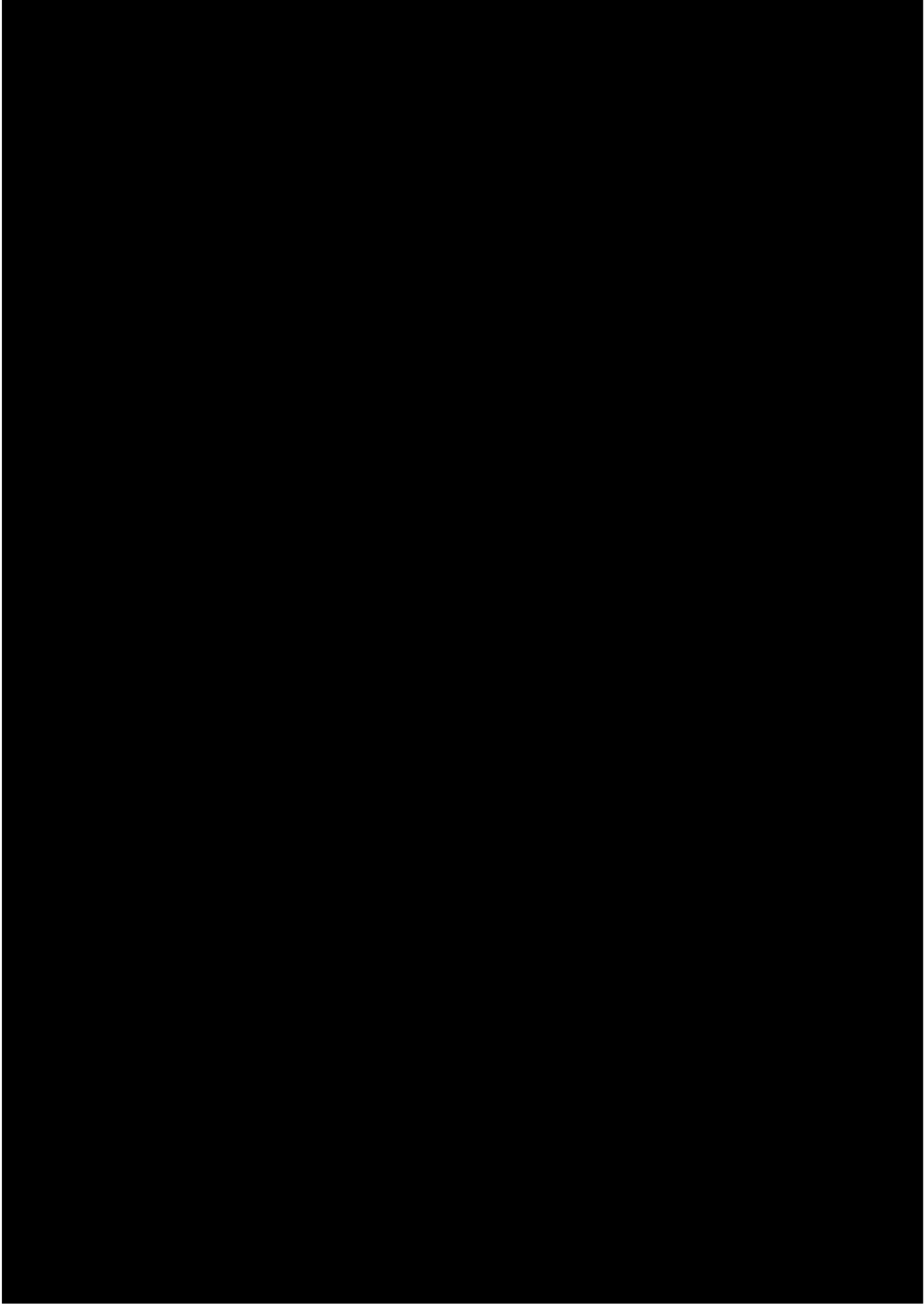


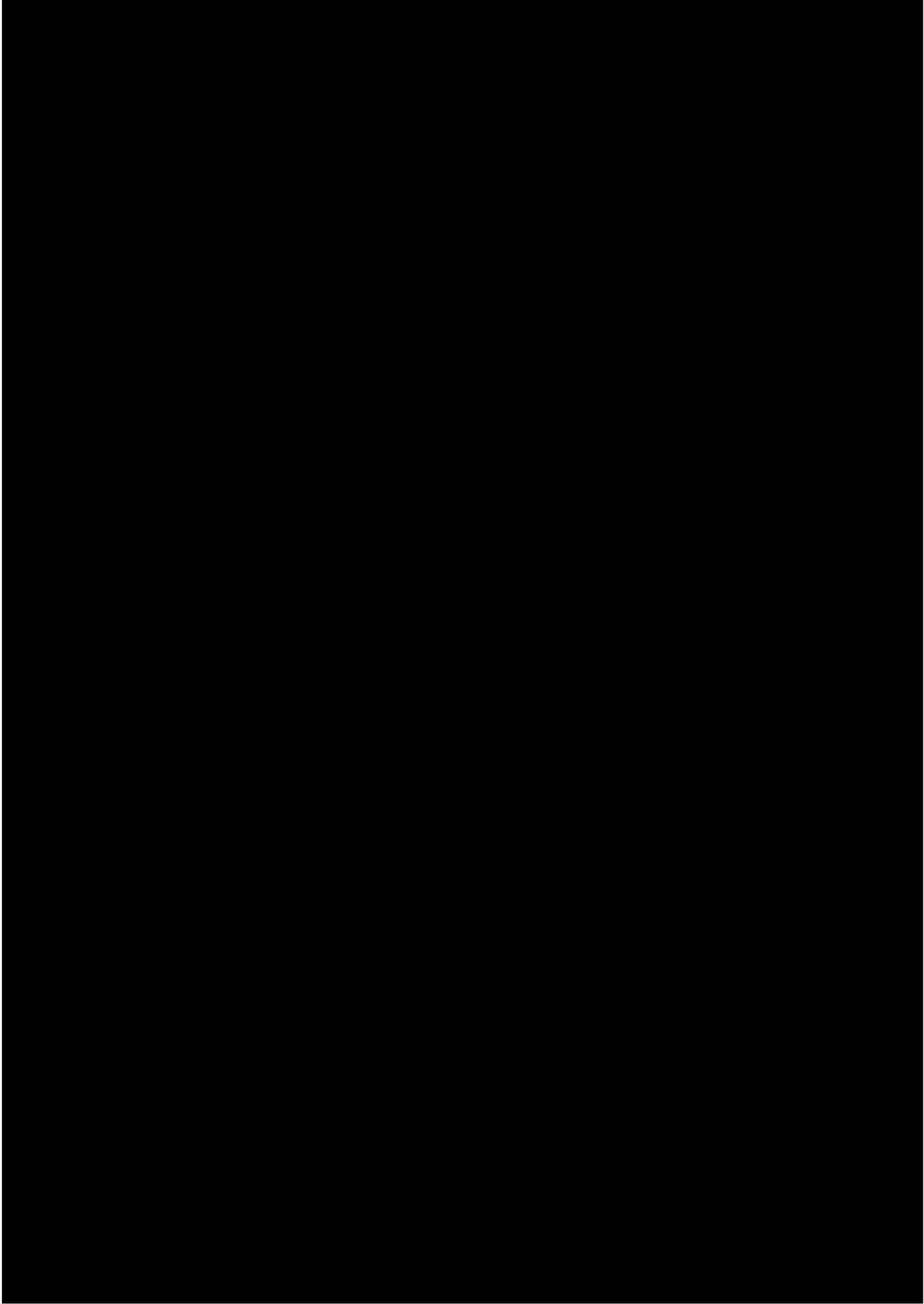


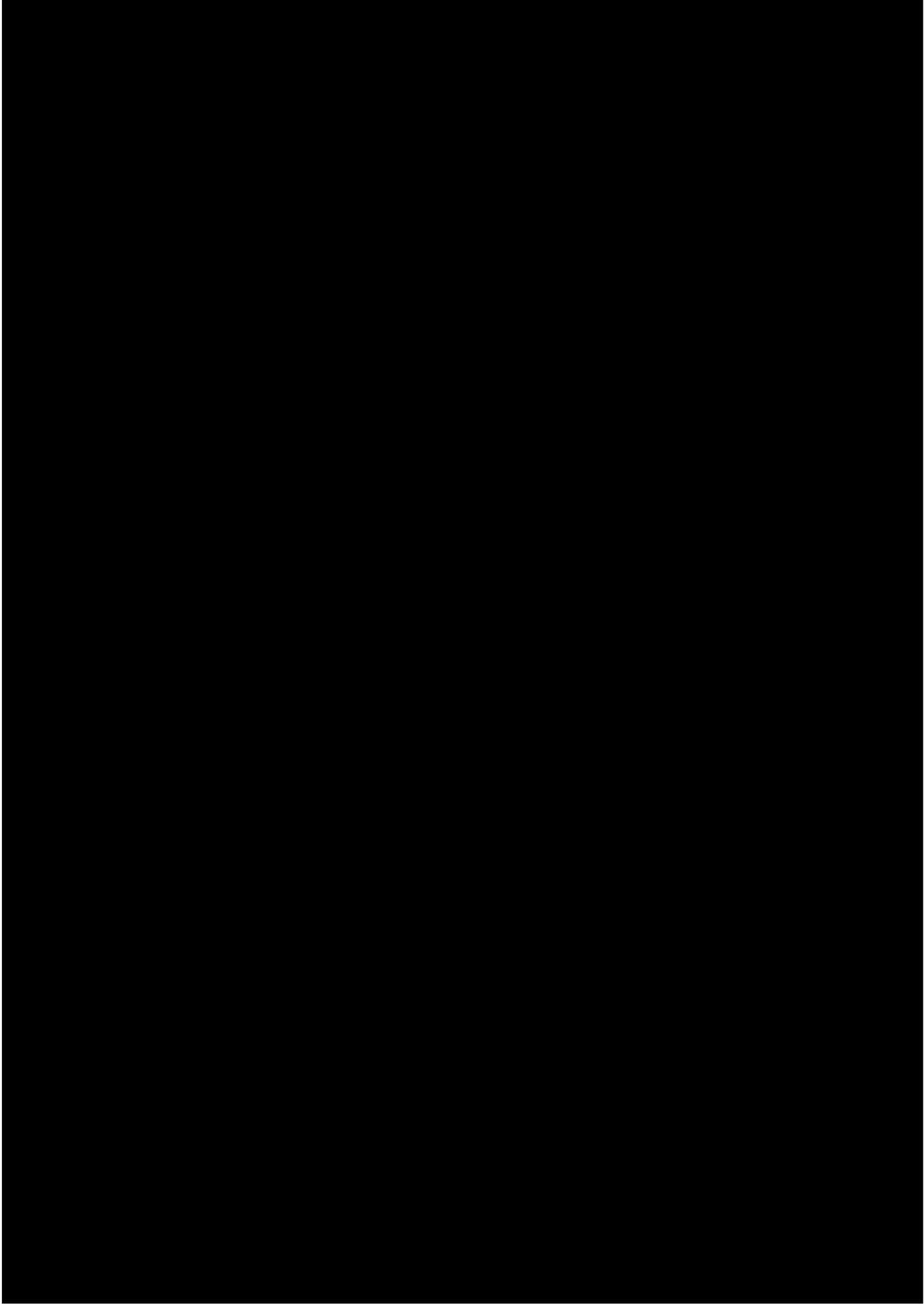


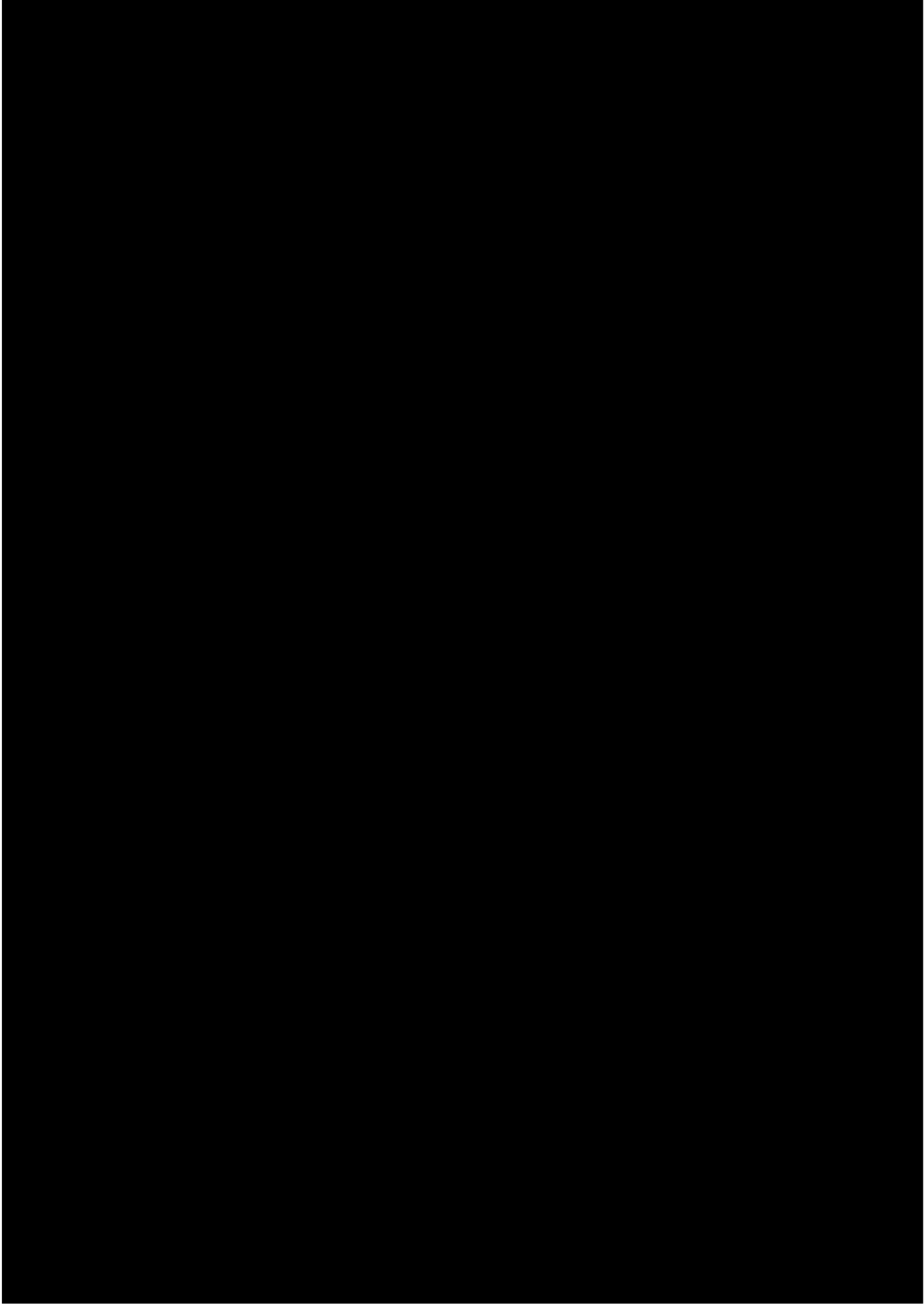


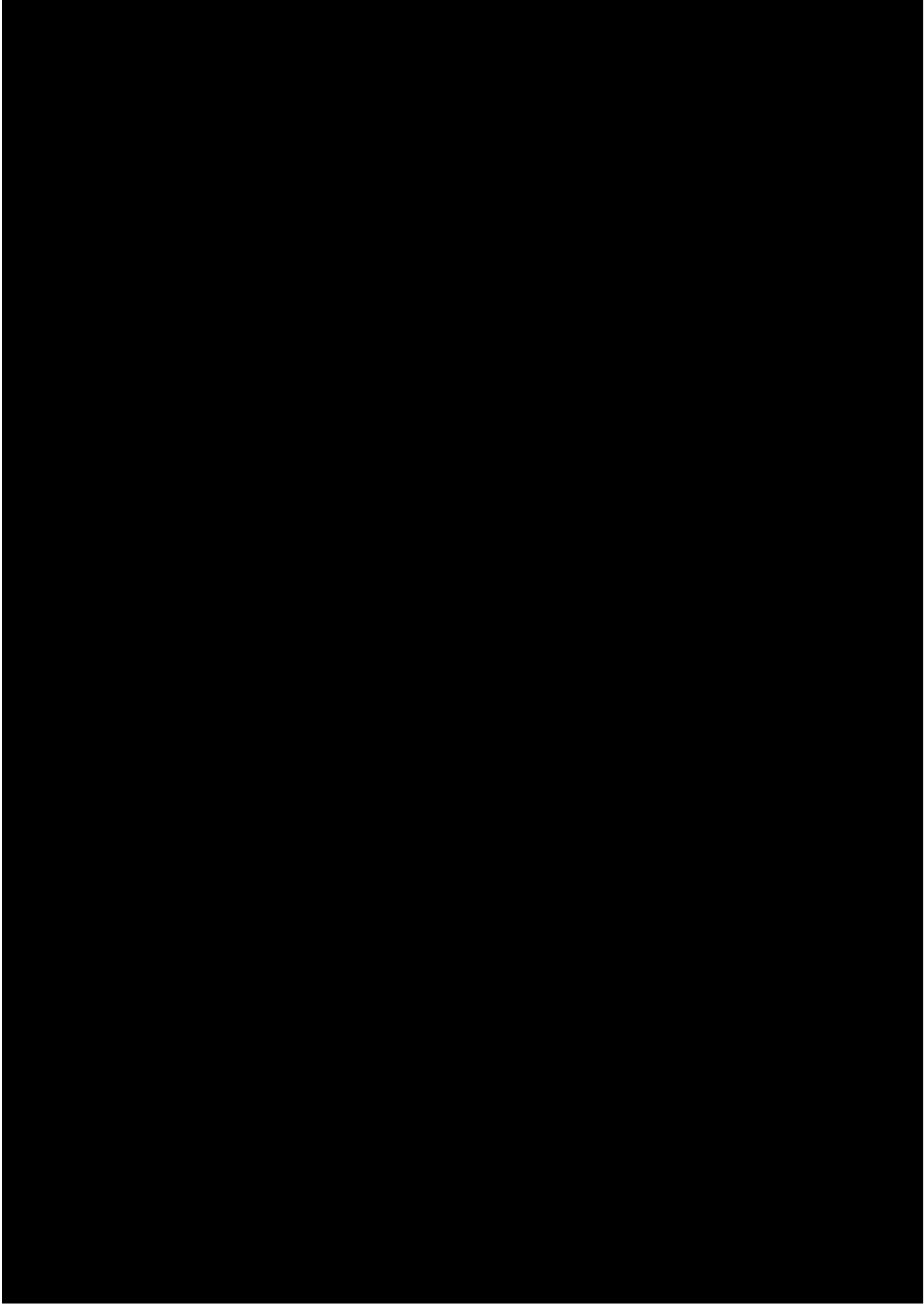


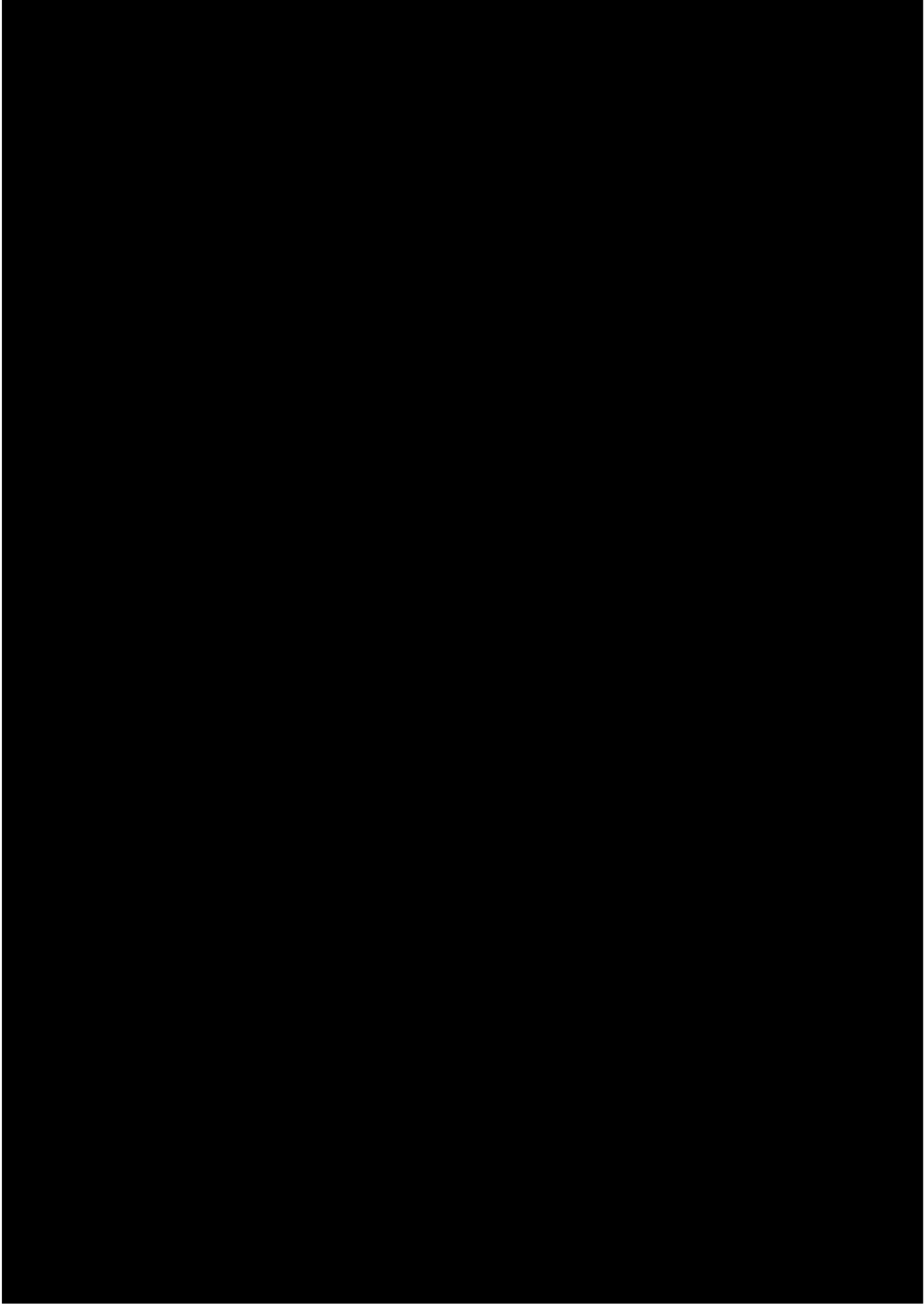


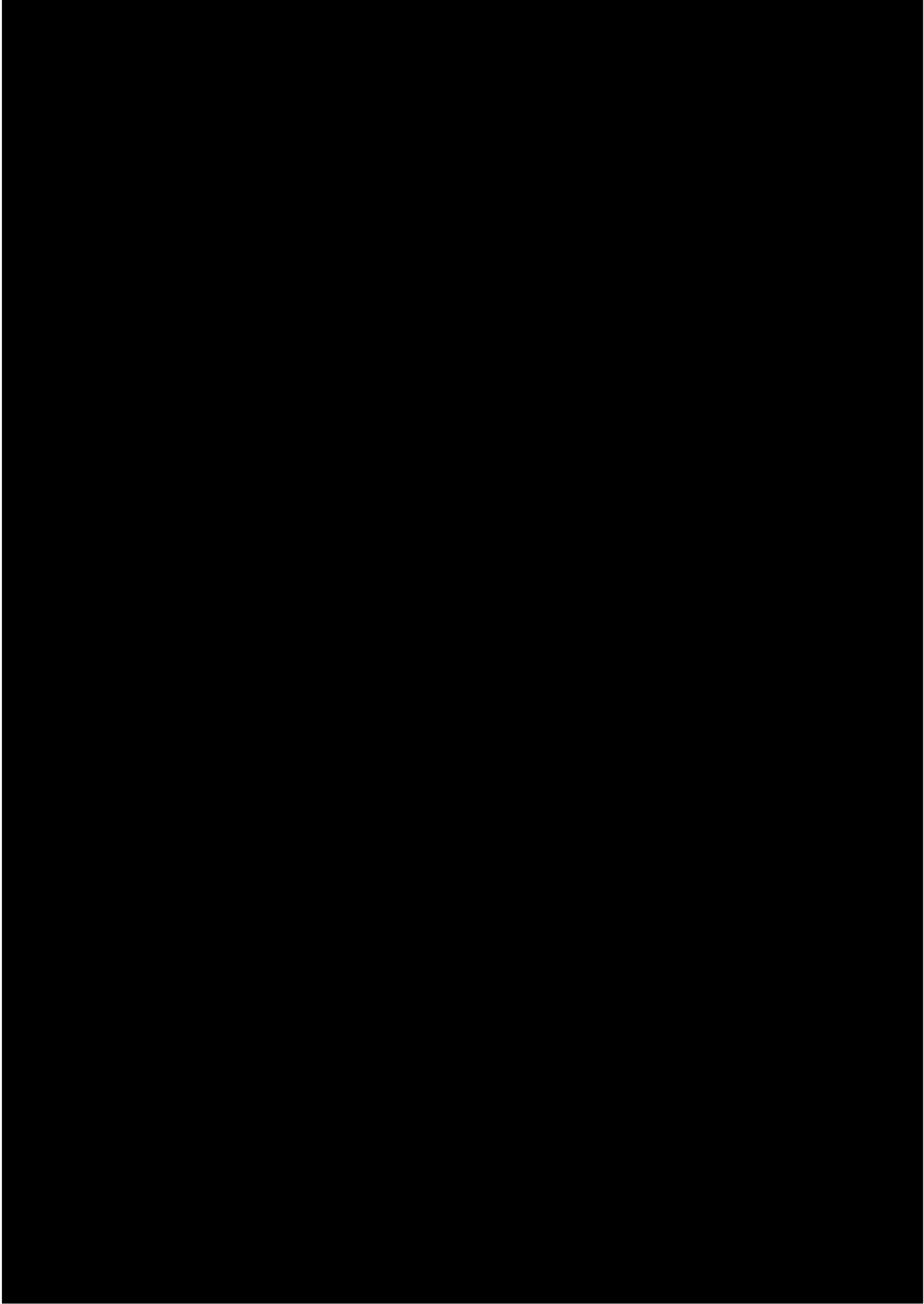


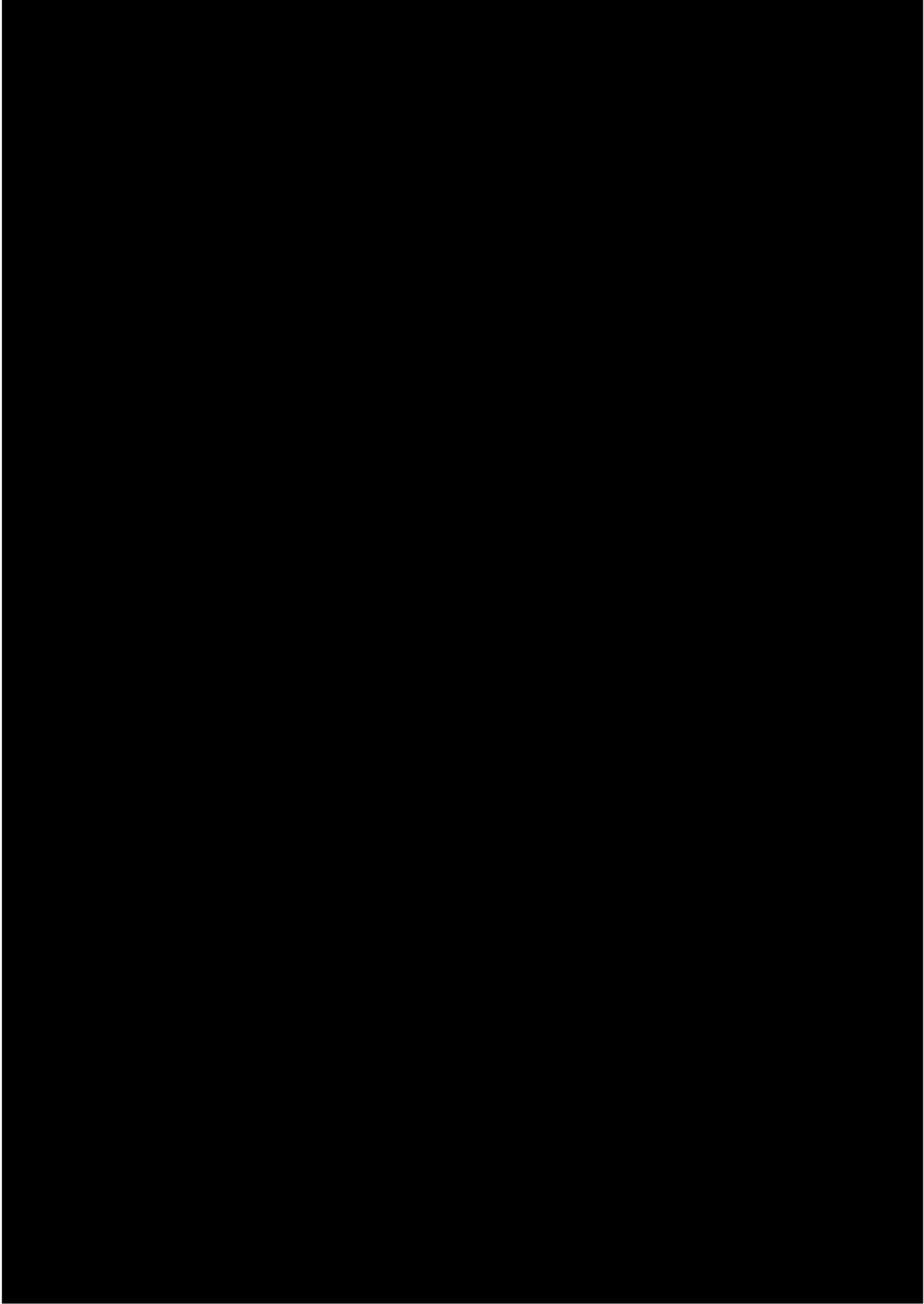


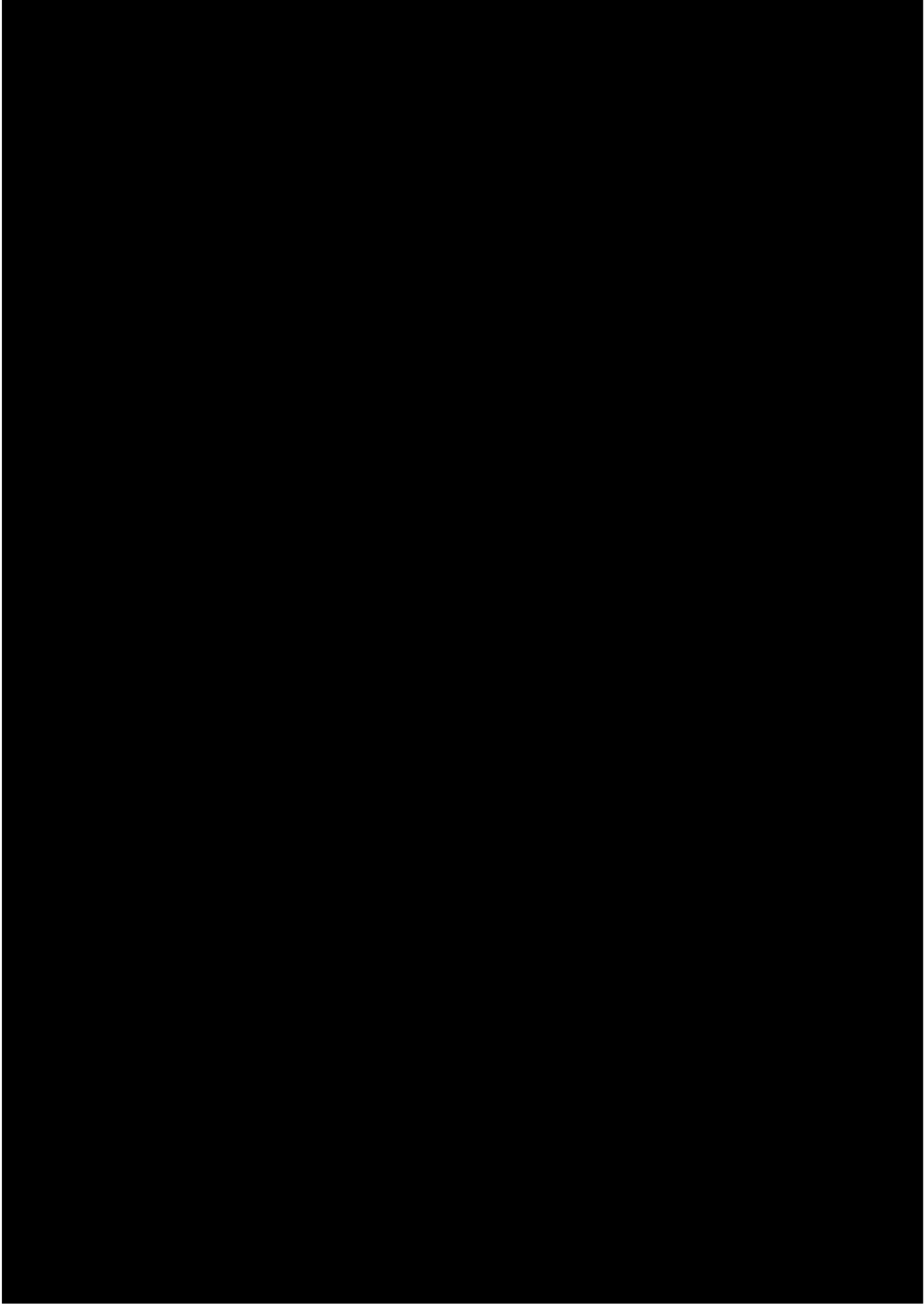


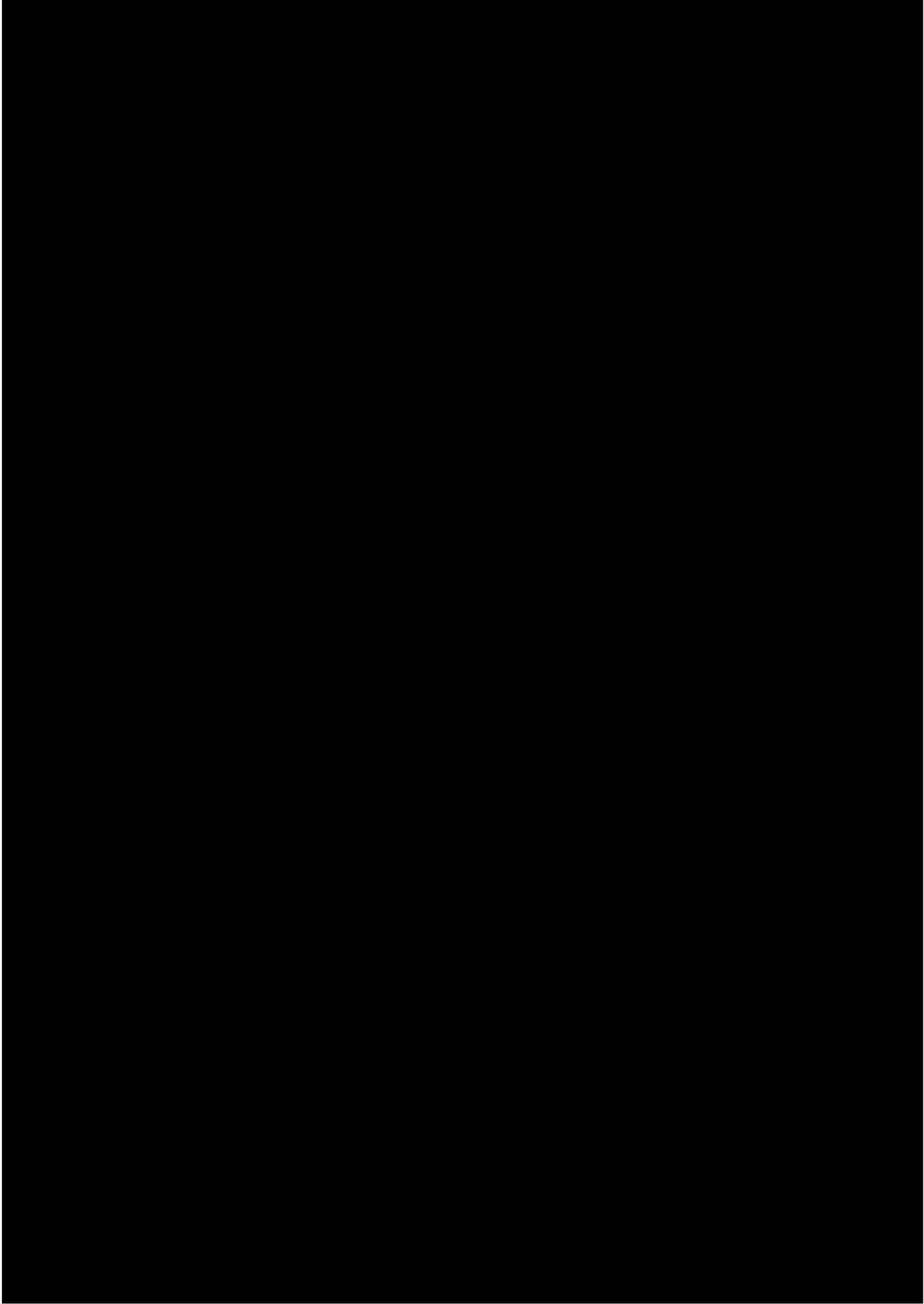


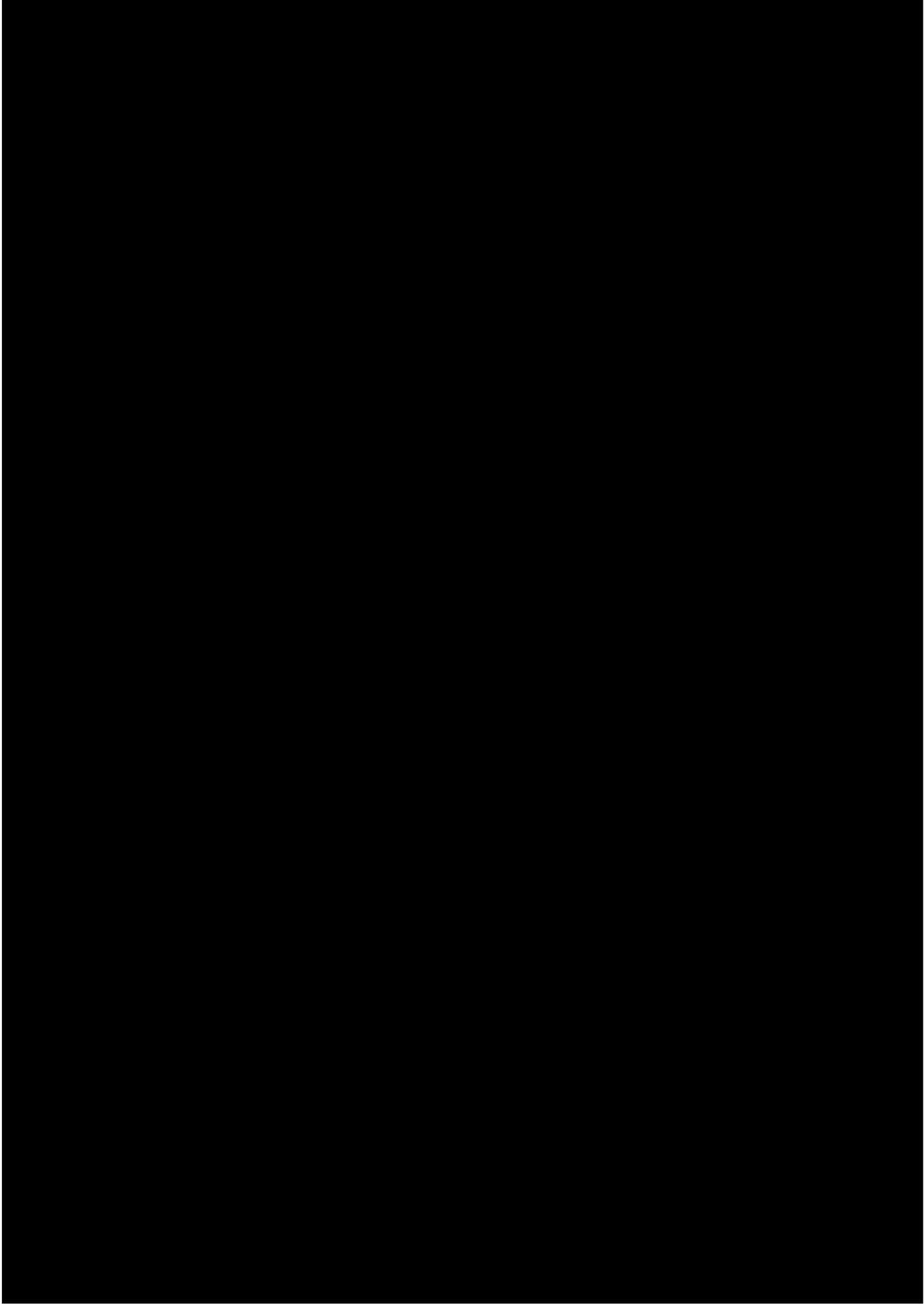


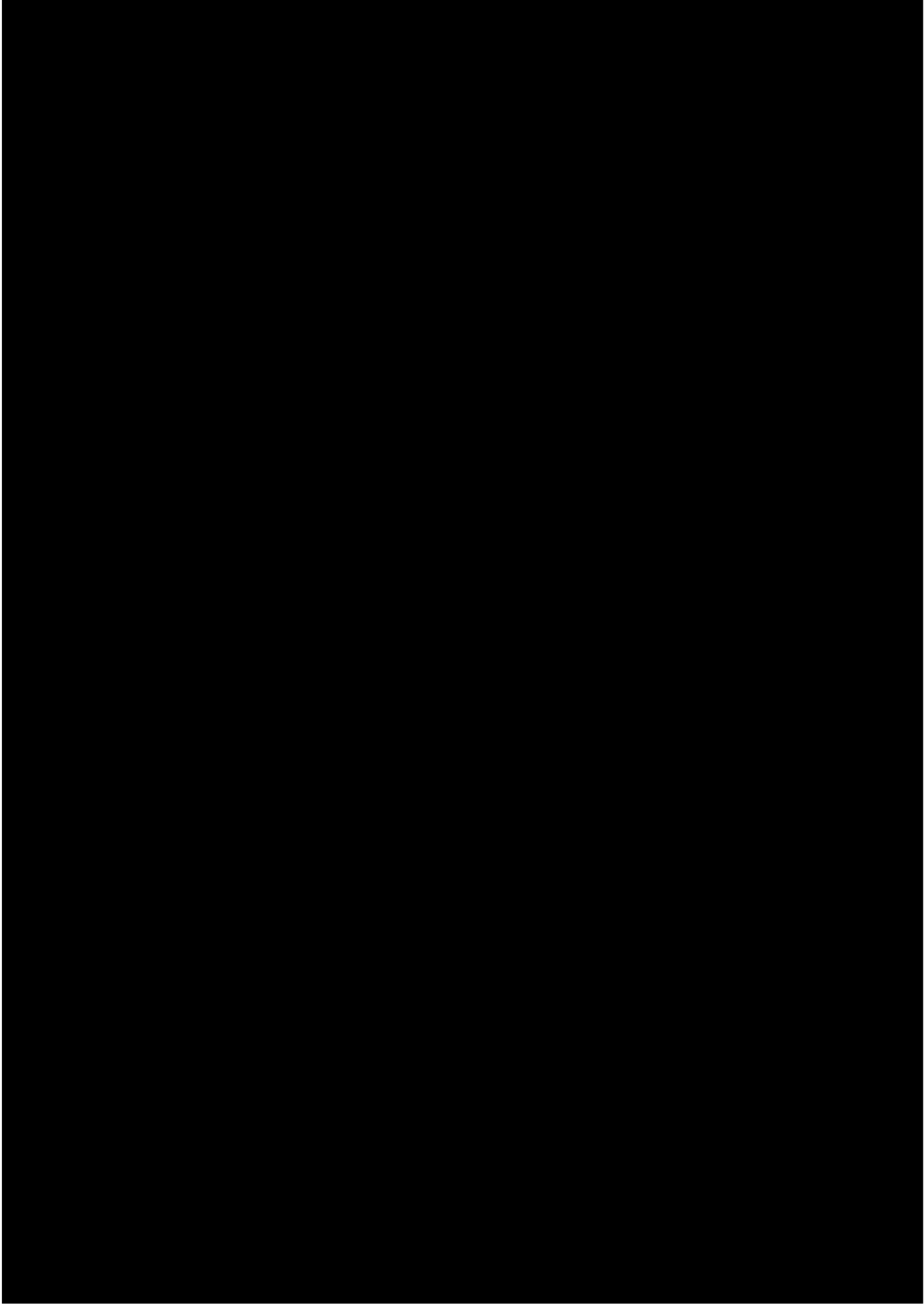


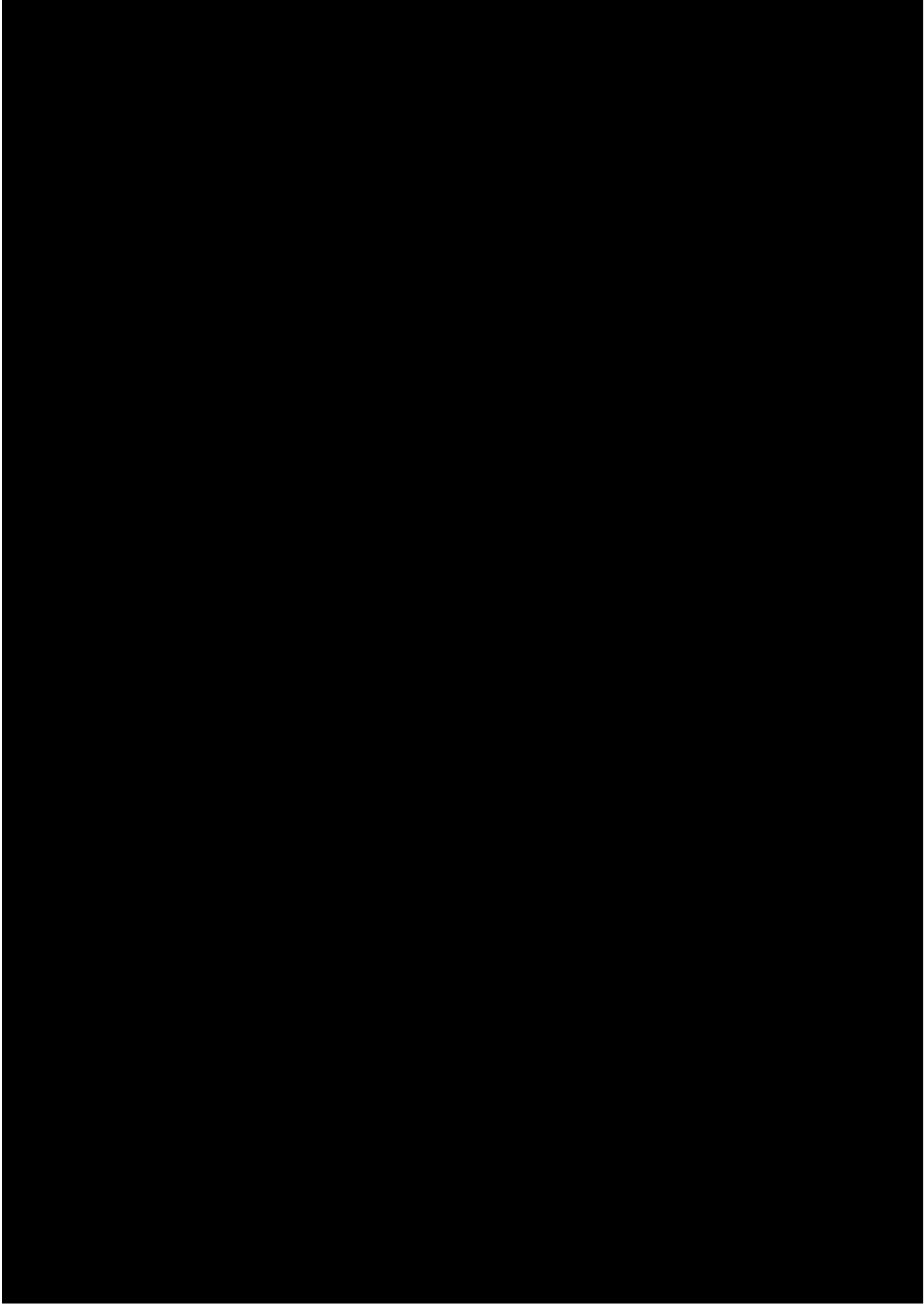


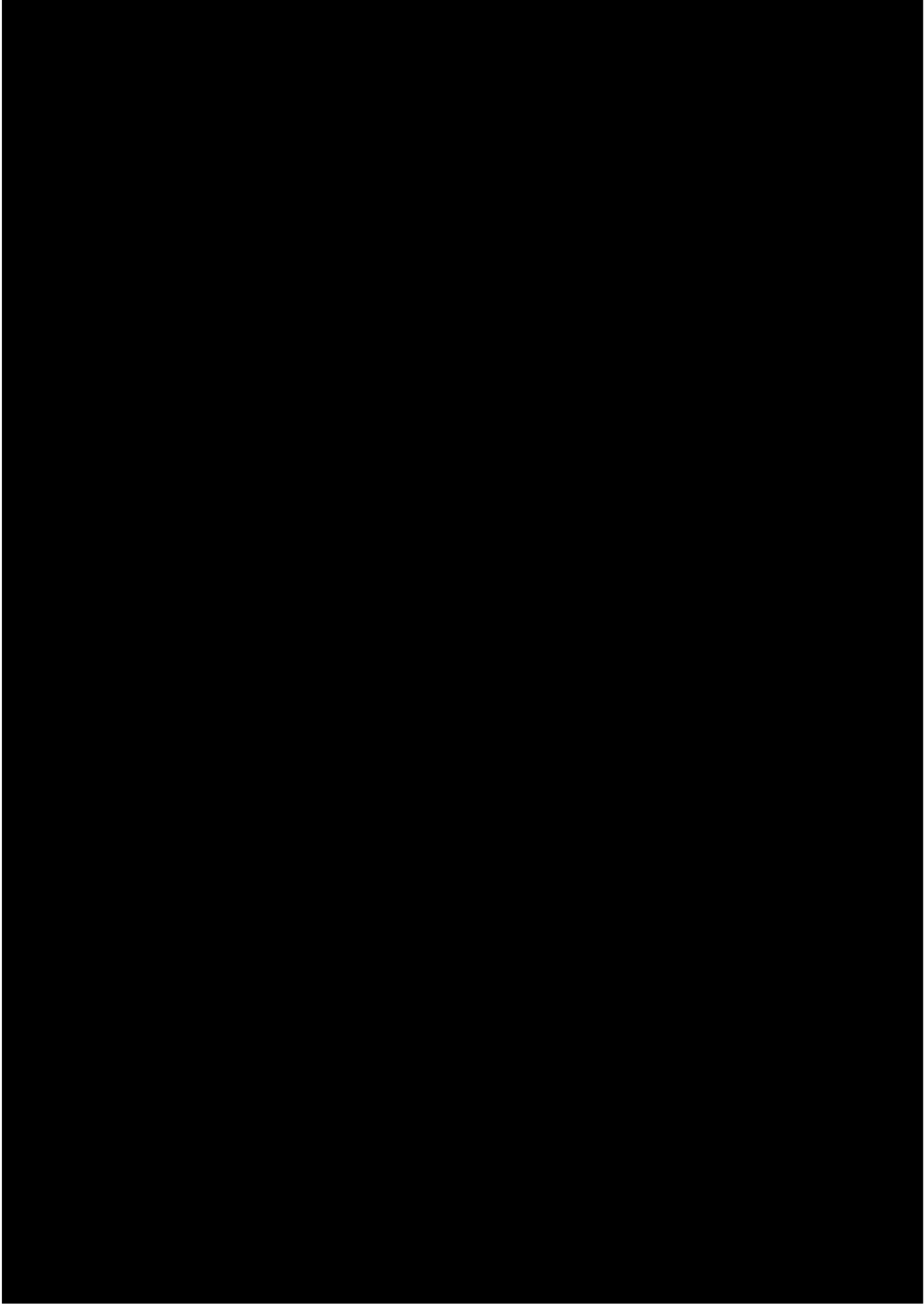


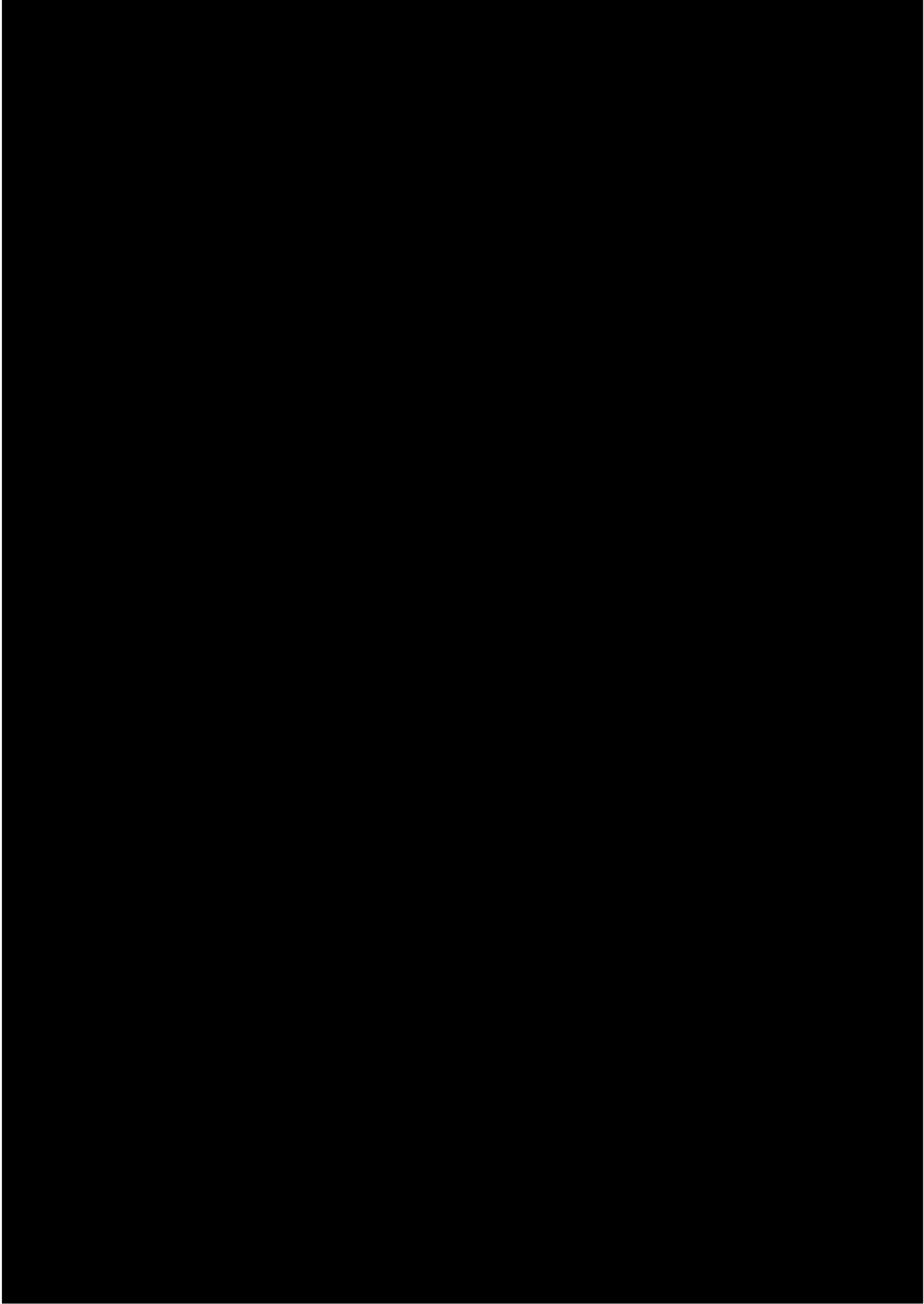


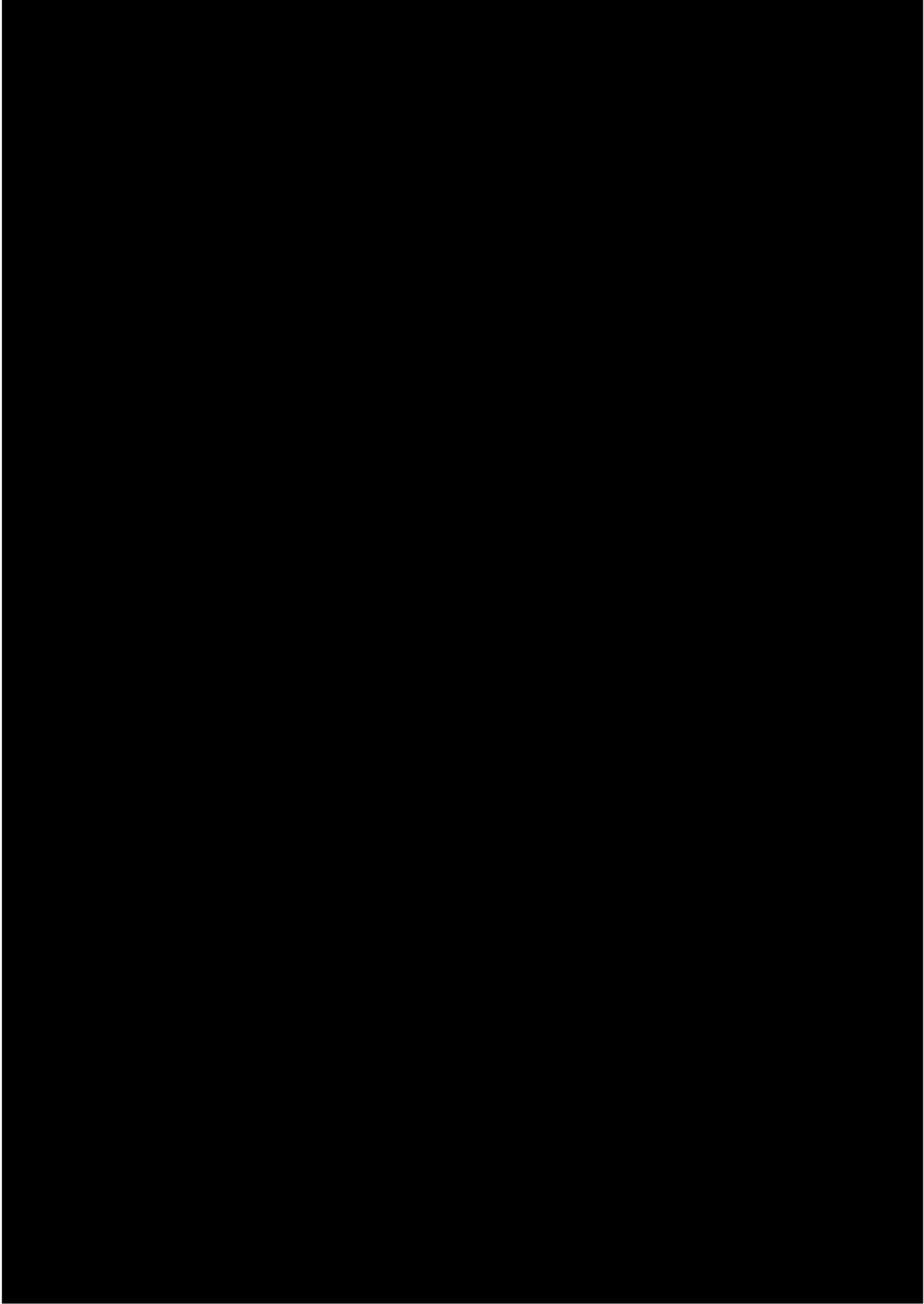


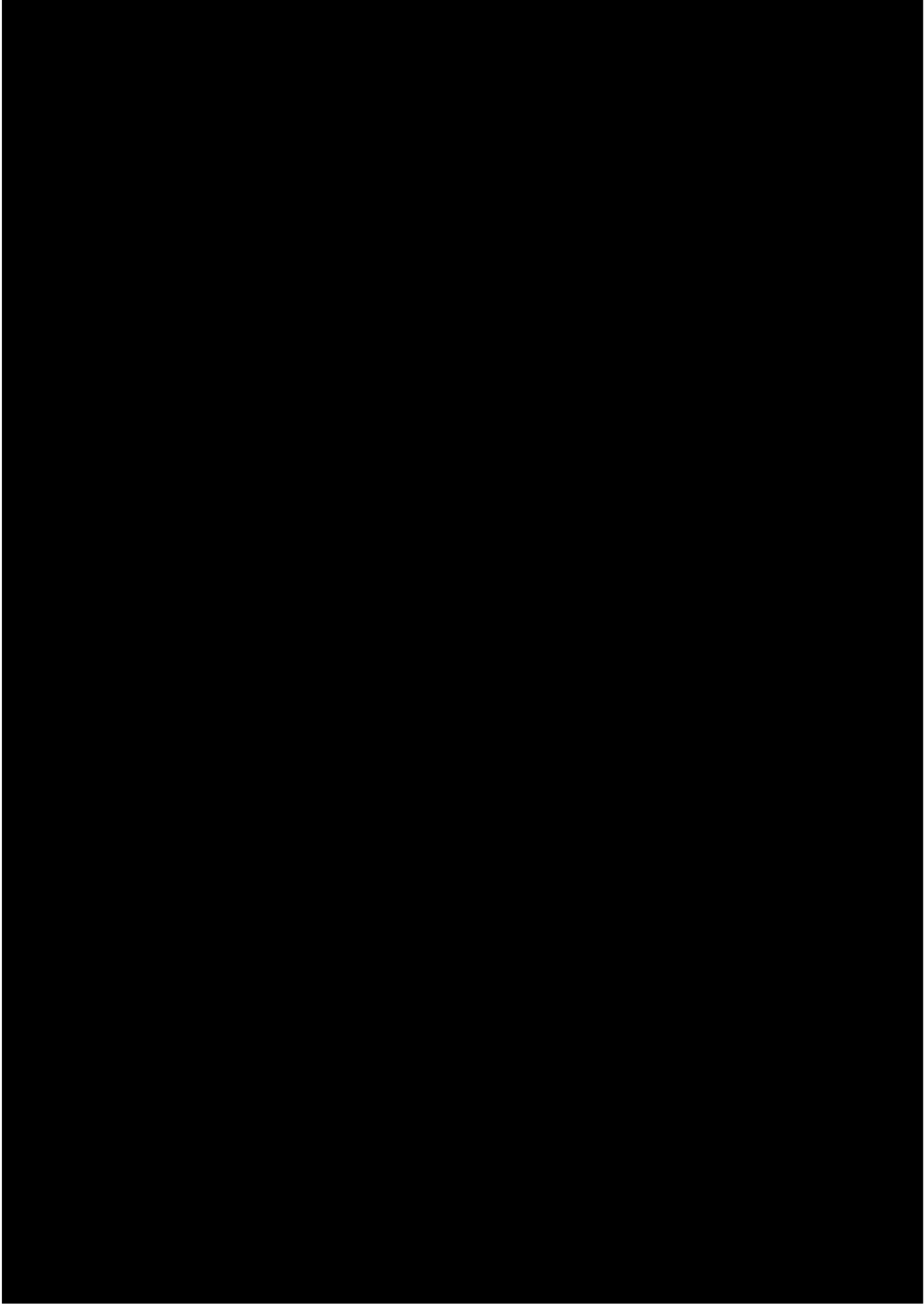


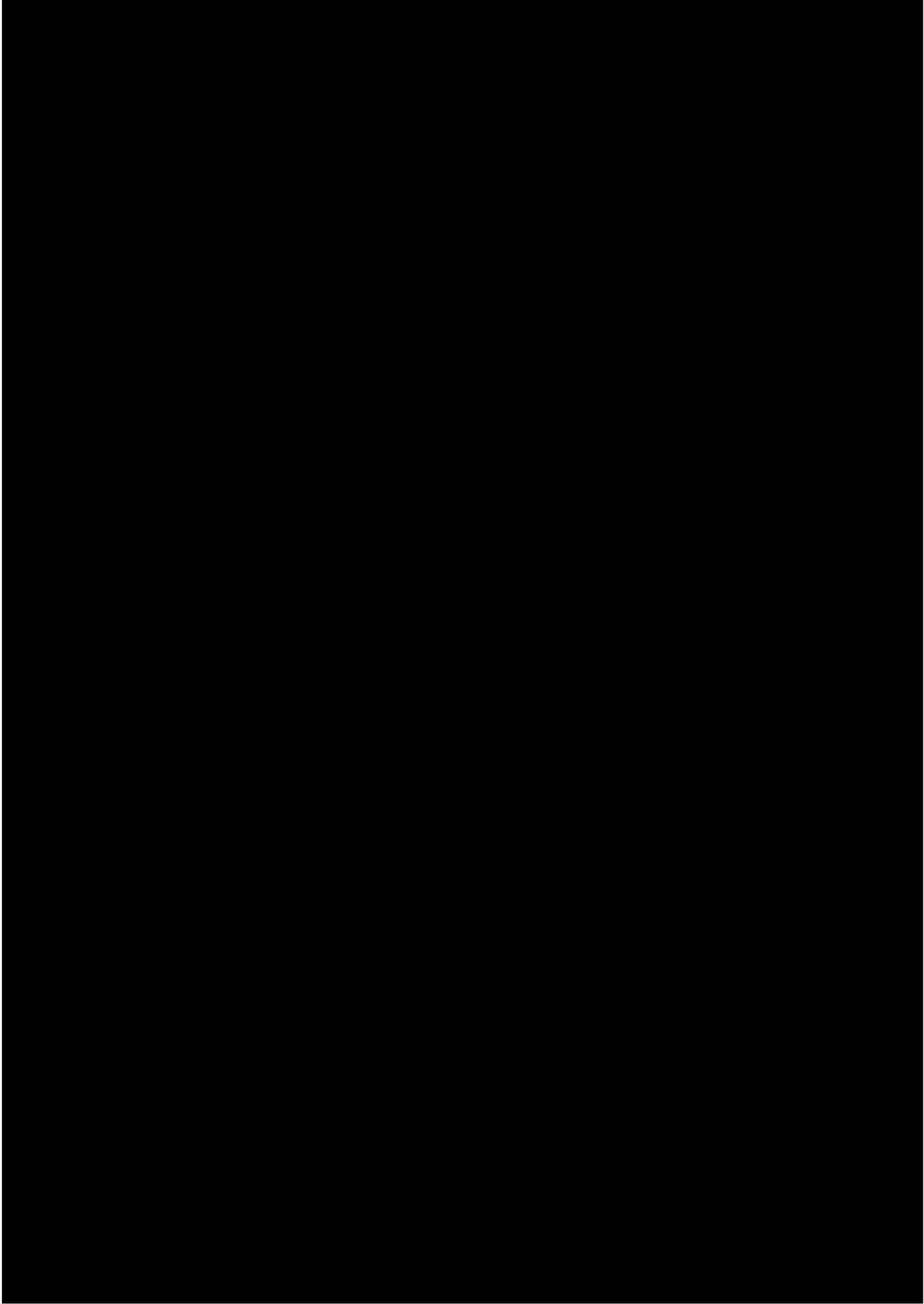


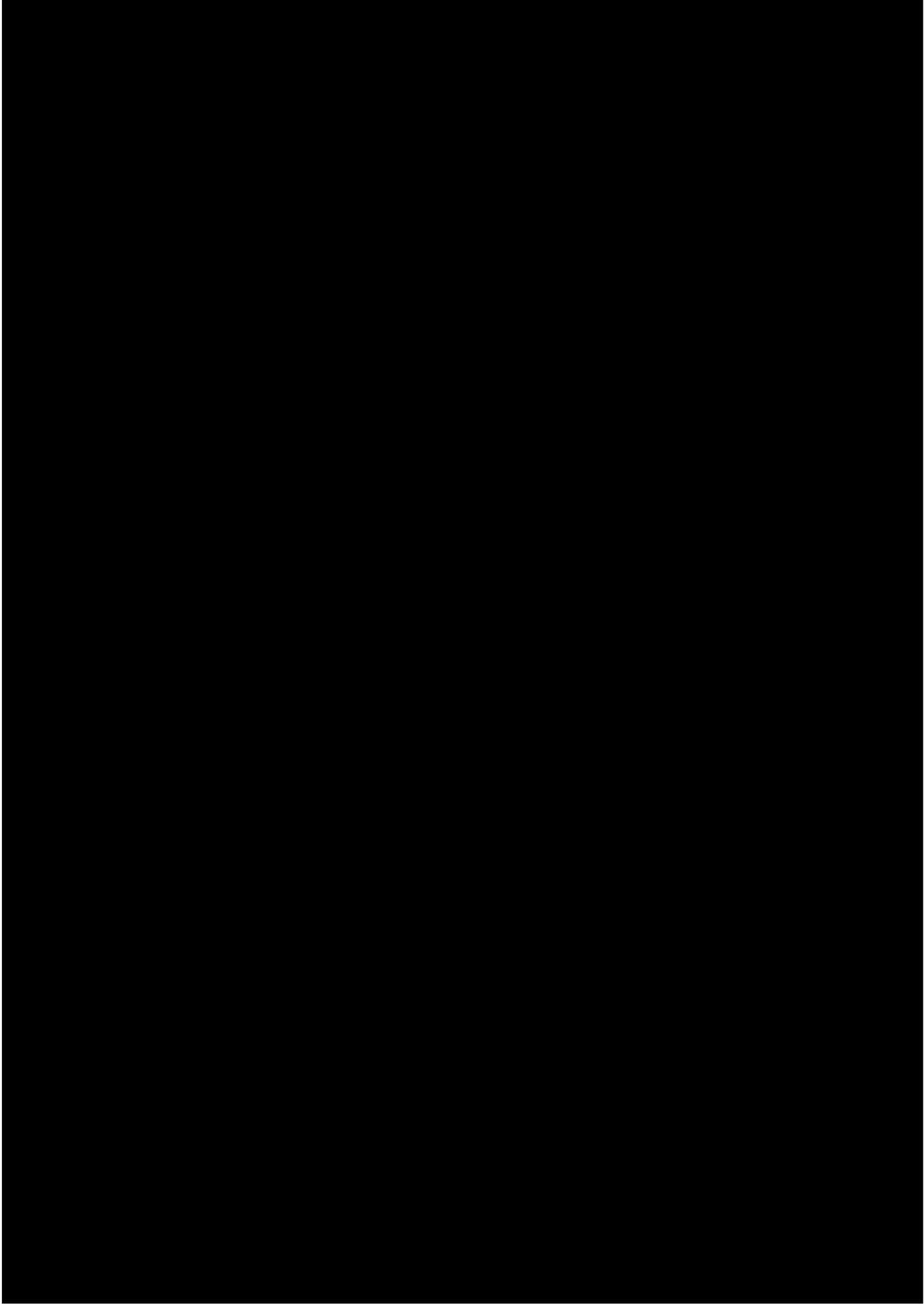


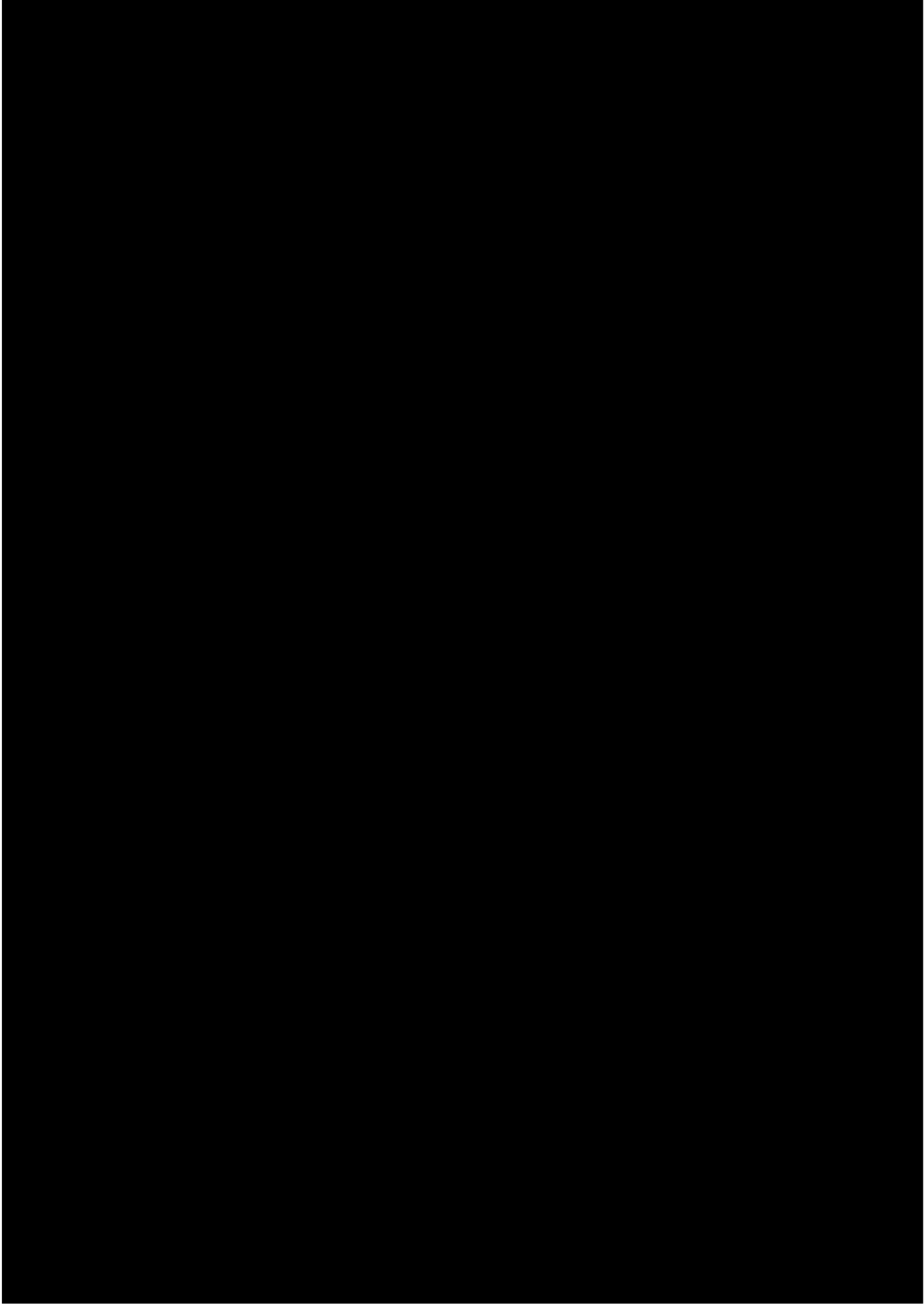


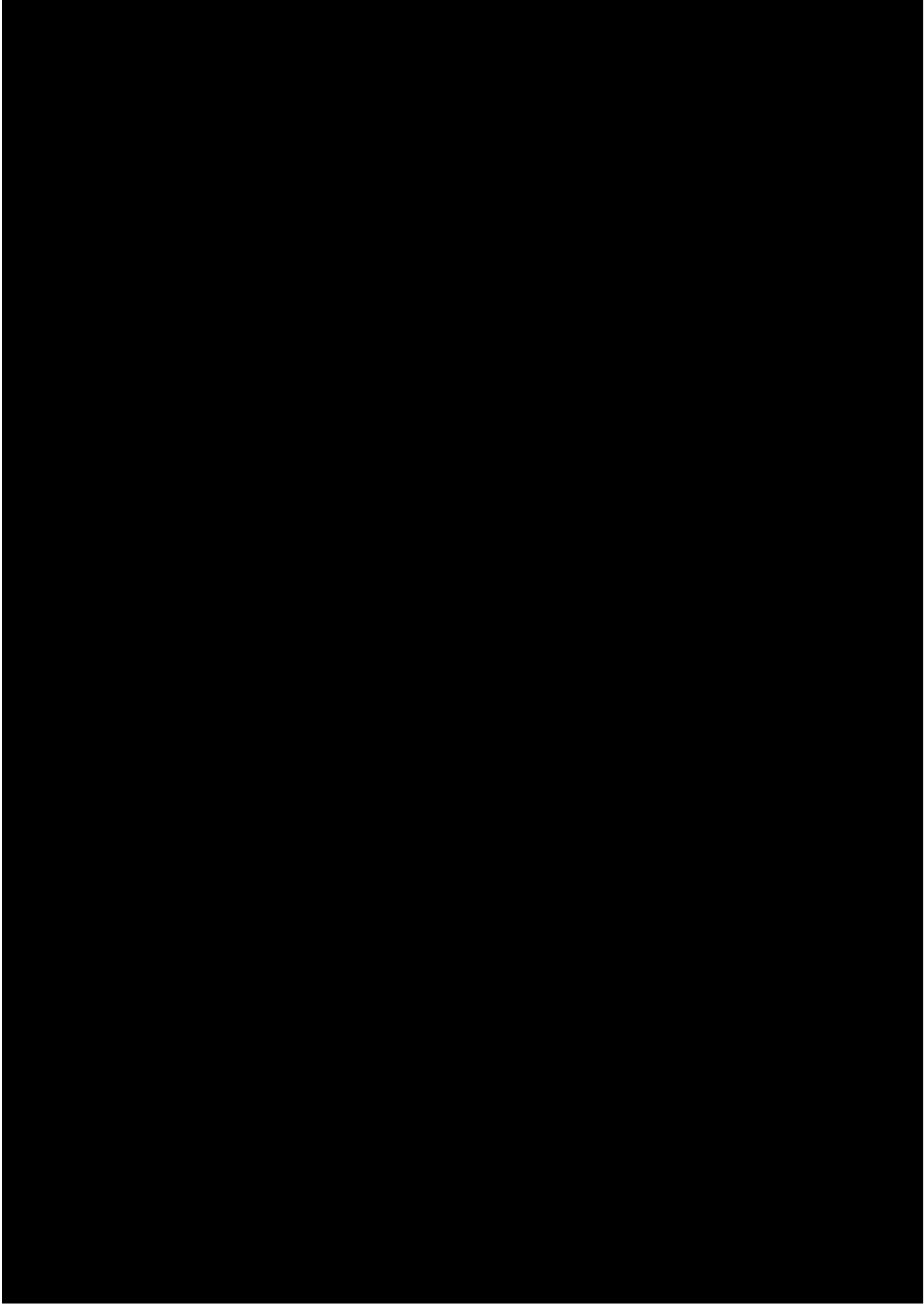


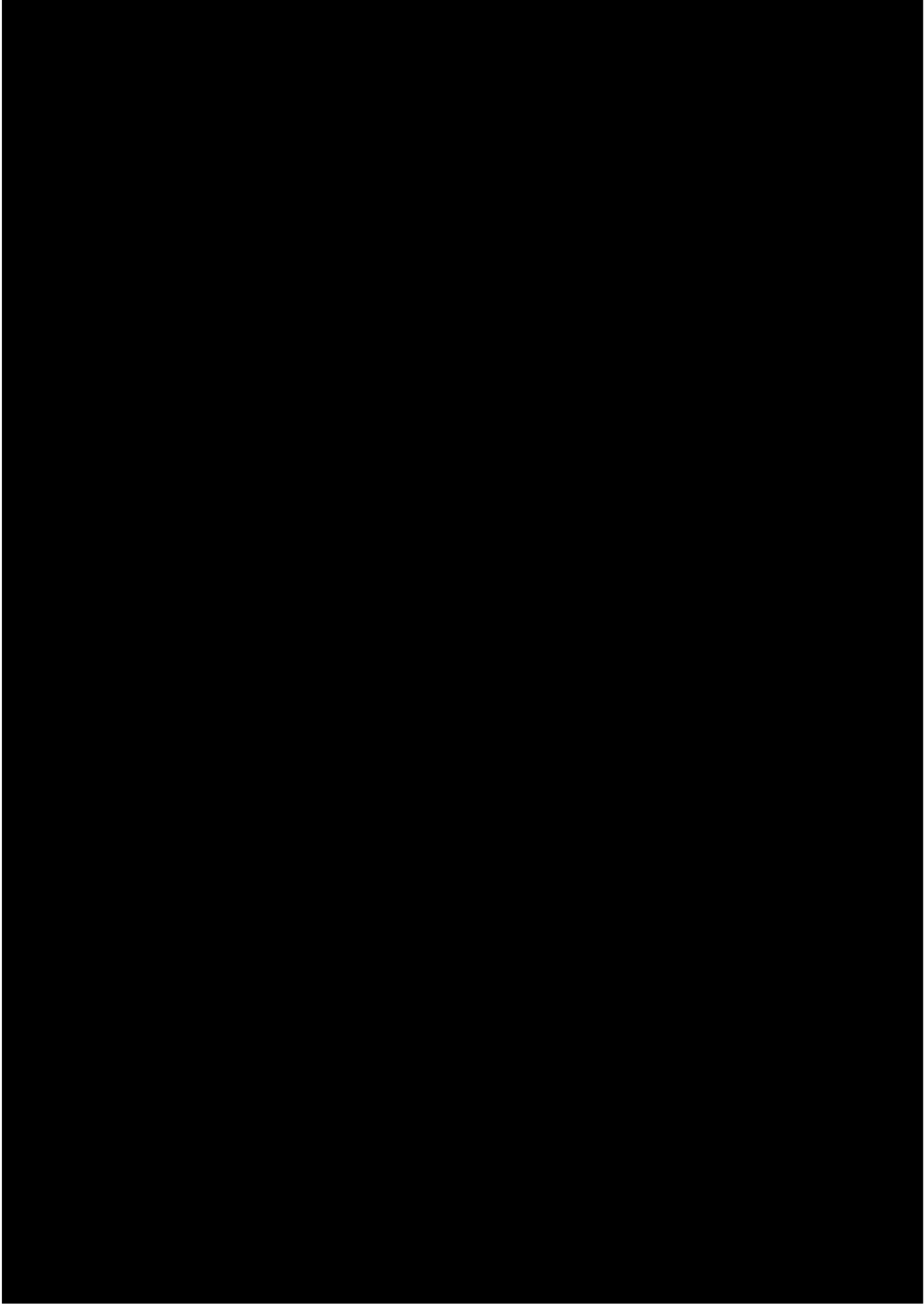


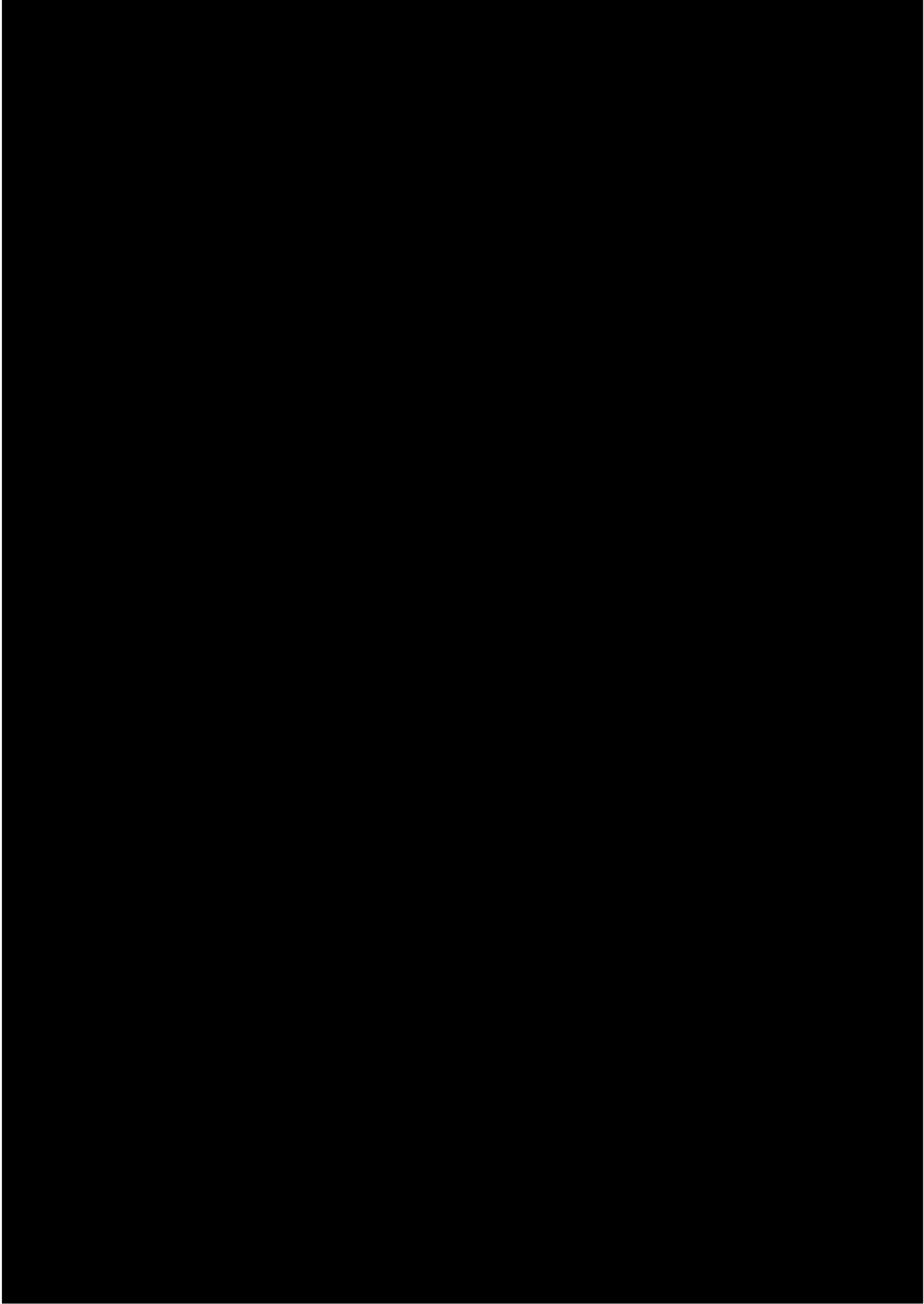


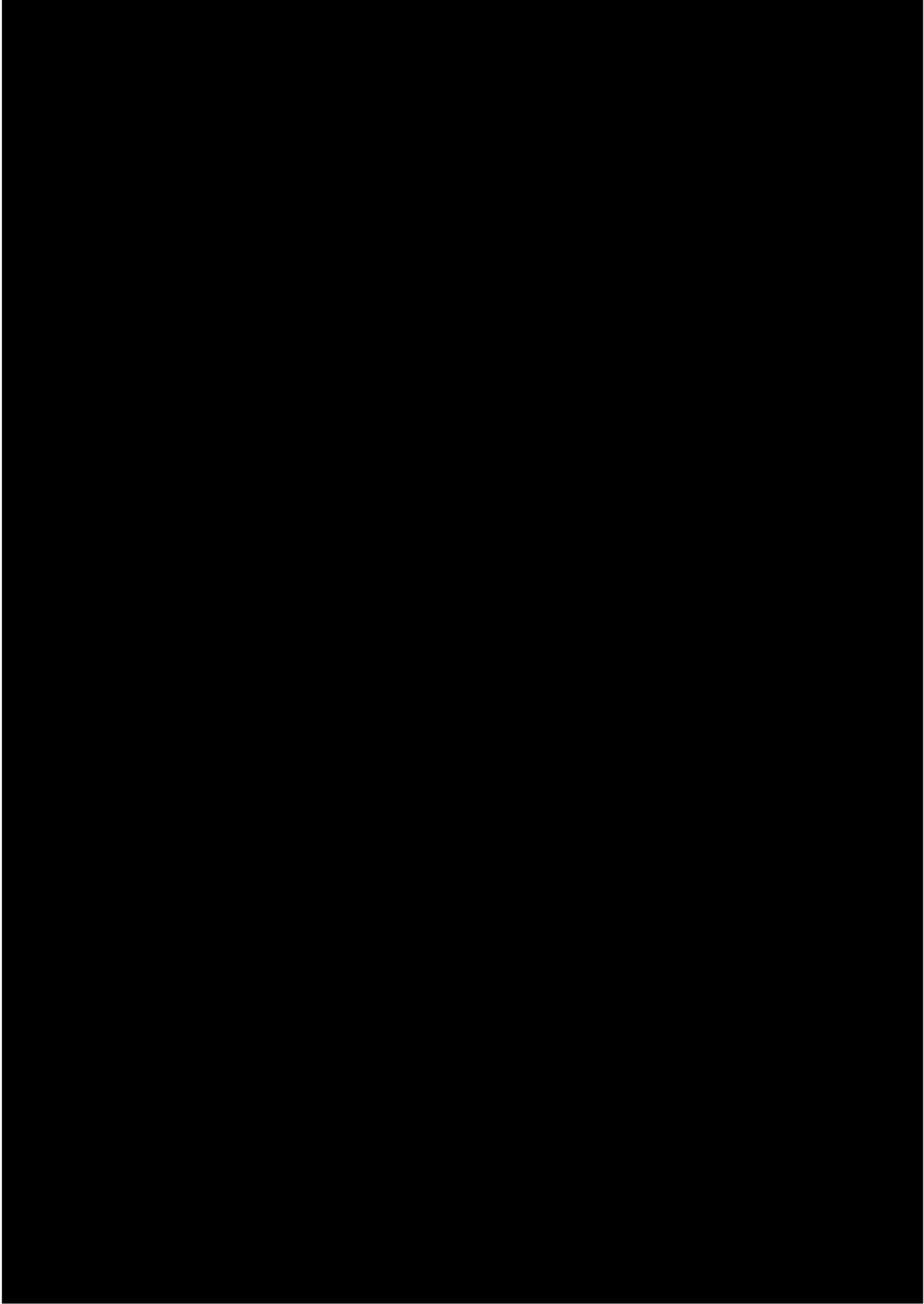


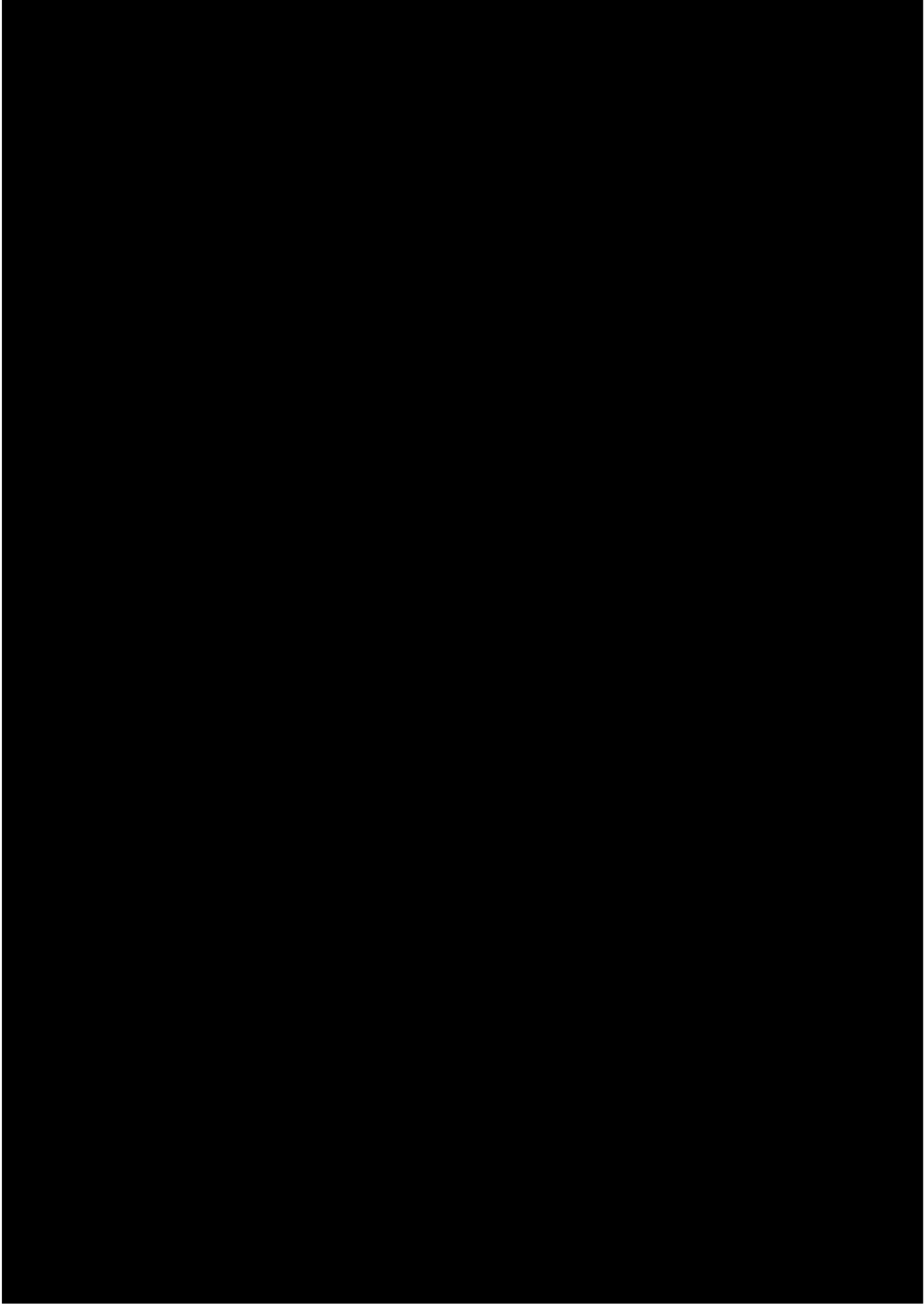












CONFIRMATORY PATENT ASSIGNMENT

This Confirmatory Patent Assignment (this "Assignment") dated effective 28th February 2015 by and between **Clariant (Canada) Inc.** a corporation incorporated under the federal laws of Canada, with its registered office at 2 Lone Oak Court, Toronto, Ontario, Canada ("Assignor") on the one hand, and **Johnson Matthey Battery Materials Ltd.**, a corporation incorporated under the laws of the province of Quebec, with its registered office at 280 Liberte Avenue, Candiac, Quebec J5R 6X1 ("Assignee") on the other hand.

WHEREAS, pursuant to that certain Asset Sale and Transfer Agreement between Assignor and Assignee dated as of 28th February 2015 (the "Agreement") the assignor agreed to transfer, sell and assign to Assignee all of the right, title and interest in and to its Intellectual Property, as listed in the attached Exhibit A (the "Patents and Trademarks") and any continuation application, divisional application or other application claiming priority from any of the Patents and Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms having assigned, transferred, conveyed, and delivered to the Assignee, its successors and assignees, effective as of the date first referred above, all right, title, and interest of the Assignor in and to the Patents and Trademarks; the same to be held by the Assignee for its own use and for the use of its successors, assigns and other legal representatives to the end of the term or terms for which the Patents and Trademarks are issued, granted, reissued or extended, as fully and entirely as the same would have been held by the Assignor.

IN WITNESS WHEREOF, the undersigned has caused this Confirmatory Assignment to be duly executed and delivered

Clariant (Canada) Inc.

By:

Signature:

K.L. Golder

Name:

K.L. Golder

Position:

President

Place:

Charlotte, NC, USA

Date:

Oct. 1, 2015

Signature:

C.S. Barnard

Name:

C.S. Barnard

Position:

Secretary

Place:

Charlotte, NC USA

Date:

Oct. 1, 2015

Johnson Matthey Battery Materials Ltd

By:

Signature:

Steven Robinson

Name:

Steven Robinson

Position:

Director

Place:

London

Date:

20 October 2015

Signature:

Mark Johnson

Name:

Mark Johnson

Position:

Director

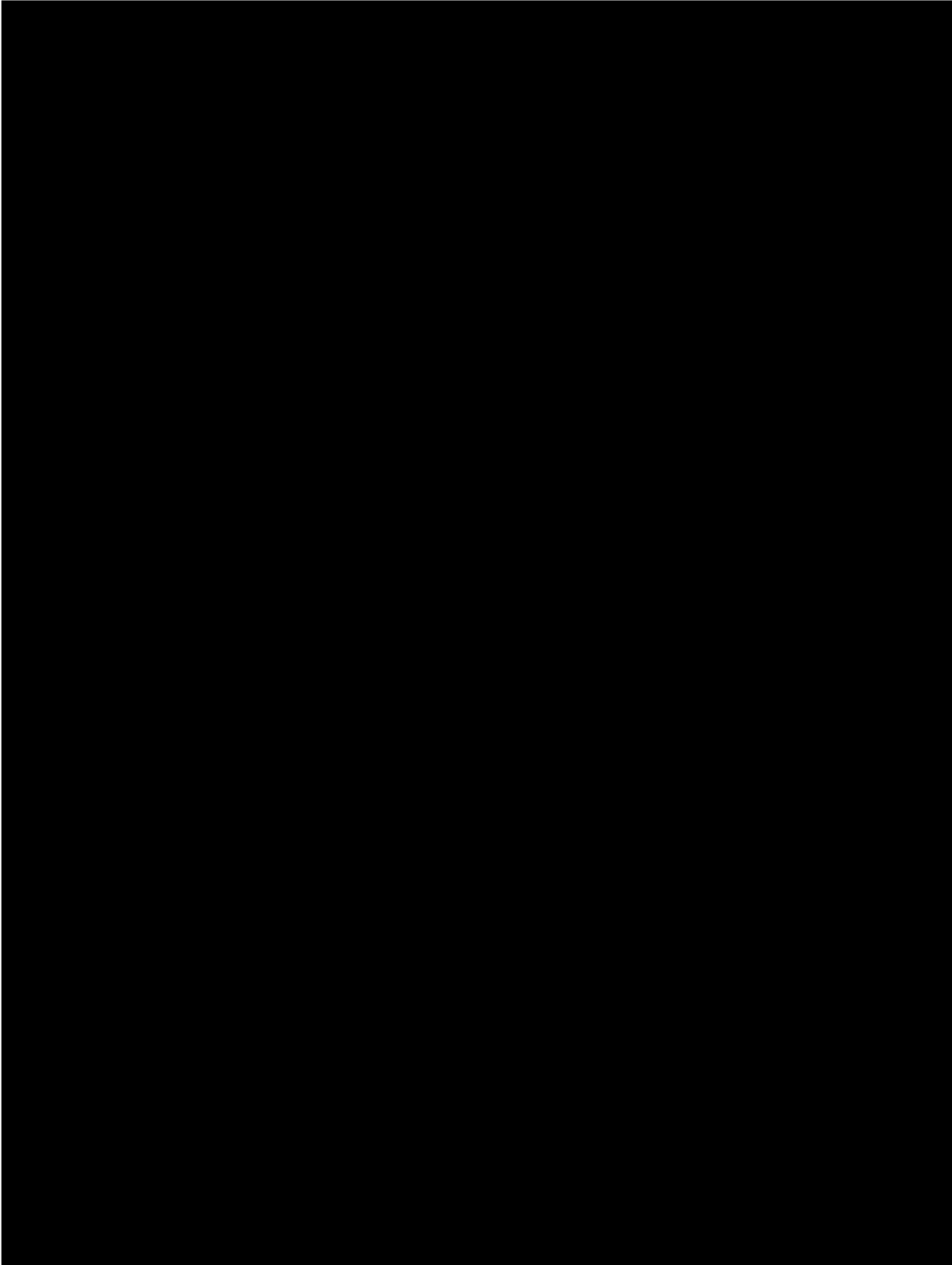
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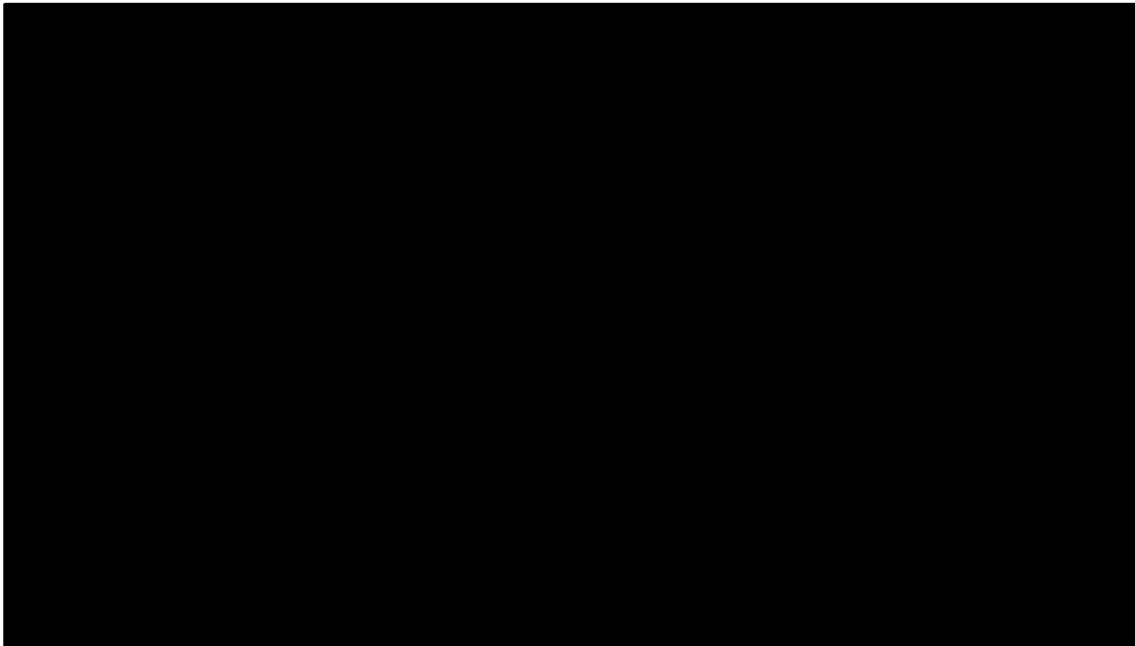
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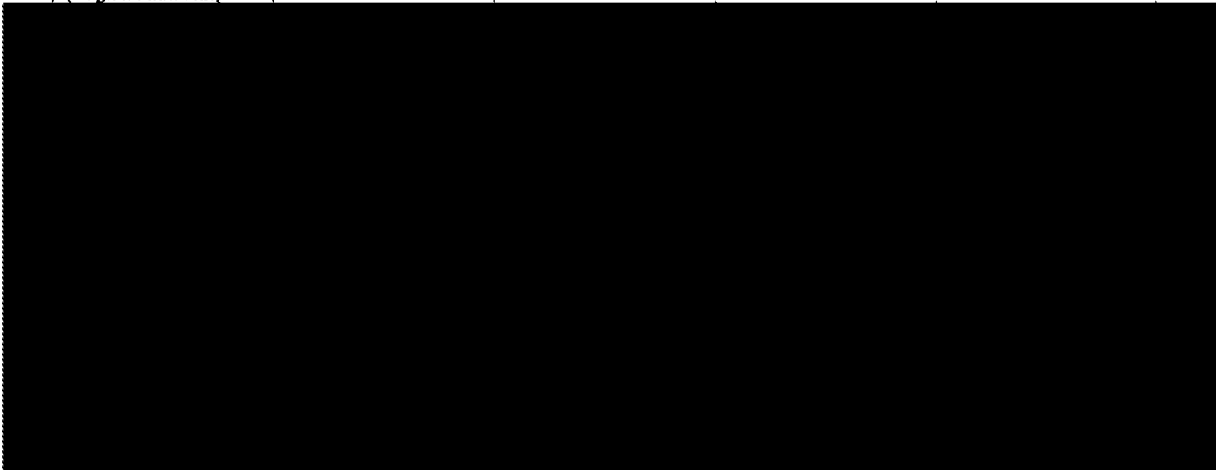
20/10/15

Exhibit A





Trade Mark No. (Registration No.)	Trade Mark	Country/Countries	Filing Date	Registration Date
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3,769,357	LIFE POWER	US	22/12/2005	30/03/2010
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