

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400246

|   |   |                       |                       |
|---|---|-----------------------|-----------------------|
| <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>    |
| Bonial Enterprises North America Inc.   |   | 09/28/2016            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                       |
| <b>Name:</b>  | Bonial International GmbH                             |                       |                       |
| <b>Street Address:</b>  | Torstraße 49  |                       |                       |
| <b>City:</b>  | Berlin  |                       |                       |
| <b>State/Country:</b>   | GERMANY   |                       |                       |
| <b>Postal Code:</b>   | 10119   |                       |                       |
| <b>Entity Type:</b>   | Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                       |                       |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>   | 86961791  | NEEDED                |                       |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                       |
| <b>Fax Number:</b>  | 3125585700  |                       |                       |
| <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>   | (312) 558-6352  |                       |                       |
| <b>Email:</b>   | mfoy@winston.com                                      |                       |                       |
| <b>Correspondent Name:</b>  | Michelle Foy, Winston & Strawn LLP                    |                       |                       |
| <b>Address Line 1:</b>  | 35 West Wacker Drive                                  |                       |                       |
| <b>Address Line 2:</b>  | Suite 4200  |                       |                       |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60601-9703                          |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 014353.9  |                       |                       |
| <b>DOMESTIC REPRESENTATIVE</b>  |   |                       |                       |
| <b>Name:</b>  | Robert H. Newman, Winston & Strawn LLP                |                       |                       |
| <b>Address Line 1:</b>  | 35 West Wacker Drive                                  |                       |                       |
| <b>Address Line 2:</b>  | Suite 4200  |                       |                       |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60601-7903                          |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Michelle Foy  |                       |                       |
| <b>SIGNATURE:</b>   | /Michelle Foy/  |                       |                       |

CH \$40.00 86961791

|   |            |
|---|------------|
| <b>DATE SIGNED:</b>   | 09/29/2016 |
| <b>Total Attachments: 2</b><br>source=Bonial Trademark Assignment#page1.tif<br>source=Bonial Trademark Assignment#page2.tif |            |

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into effective as of September 28, 2016 (the "Effective Date"), by and between Bonial Enterprises North America Inc. ("Assignor") and Bonial International GmbH ("Assignee").

A. Assignor is the owner of the trademark NEEDED (U.S. Application Number 86/961,791); and

B. Assignor wishes to assign, convey and transfer to Assignee, and Assignee desires to obtain from Assignor, all right, title and interest in and to the trademark NEEDED (U.S. Application Number 86/961,791), all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (the "Mark"), on the following terms and conditions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Mark, the goodwill of the business symbolized by the Mark and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright rights in the Mark worldwide, together with all rights and privileges granted and secured thereby, including all rights (but not the obligation) to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Mark prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Mark, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor will promptly execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment. The cost of recording and registering ownership rights in the Mark shall be borne solely by Assignee, its successors and assigns.

4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

**Bonial Enterprises North America Inc.**

By: \_\_\_\_\_

Name: Maximilian Biller

Title: Vice President

Date: 28 September 2016

By: \_\_\_\_\_

Name: Christian Gaiser

Title: President

Date: 28 September 2016

**Bonial International GmbH**

By: \_\_\_\_\_

Name: ~~Maximilian~~ Boon

Title: authorized representative / CFO

Date: 28 September 2016

By: \_\_\_\_\_

Name: Tanja W. Nettekoven

Title: authorized representative / GC

Date: 28 September 2016