

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Henkel AG & Co. KGaA		12/15/2015	Partnership Limited By Shares: GERMANY
RECEIVING PARTY DATA			
Name:	Henkel IP & Holding GmbH		
Street Address:	Henkelstrasse 67		
City:	Duesseldorf		
State/Country:	GERMANY		
Postal Code:	40589		
Entity Type:	Limited Liability Company: GERMANY		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	2428046	BERGQUIST	
Registration Number:	2352281	BERGQUIST HI-FLOW	
Registration Number:	2180959	BOND-PLY	
Registration Number:	3067144	CPU PAD	
Registration Number:	2286975	GAP PAD	
Registration Number:	3153830	GAP PAD VO ULTRA SOFT	
Registration Number:	4404864	HEATSEAL	
Registration Number:	2955730	HIGHROAD	
Registration Number:	1778307	IMS	
Registration Number:	3186316	ISOEDGE	
Registration Number:	4358423	LIQUI-FORM	
Serial Number:	85242483	LIQUI-PAD	
Registration Number:	3024103	LIQUI-BOND	
Registration Number:	2918708	Q-PAD	
Registration Number:	1609077	SIL-PAD	
Registration Number:	1842374	SOFTFACE	
Serial Number:	85837501	STABILUX	
Registration Number:	2844581	T-CLAD	
Registration Number:	1622499	THERMAL CLAD	
TRADEMARK			

CH \$515.00 2428046

Property Type	Number	Word Mark
Registration Number:	2025055	TRIPLESEAL

CORRESPONDENCE DATA

Fax Number: 8605715028
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.
Phone: 8605712661
Email: amy.wergeles@henkel.com, lizette.sayah@henkel.com
Correspondent Name: Amy Span Wergeles, Henkel Corporation
Address Line 1: One Henkel Way
Address Line 2: Law Department - Trademarks
Address Line 4: Rocky Hill, CONNECTICUT 06067

NAME OF SUBMITTER:	Attorney of record
SIGNATURE:	//Amy Span Wergeles//
DATE SIGNED:	10/17/2016

Total Attachments: 15

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BERGQUIST
IP ASSIGNMENT AGREEMENT
(“Agreement”)

between

Henkel AG & Co. KGaA with registered offices at Düsseldorf, registered with the Commercial Register of the Local Court of Düsseldorf under HRB 4724

- hereinafter referred to as “**HKGaA**” or “**Assignor**” -

and

Henkel IP & Holding GmbH a company duly organized and existing under the laws of Germany, having its principal place of business Henkelstraße 67, 40589 Düsseldorf, Germany

- hereinafter referred to as “**Henkel IP GmbH**” or “**Assignee**” -

Preamble

Henkel IP GmbH is an Affiliate of HKGaA, the shares of which are held by Henkel Corporation, a Delaware limited liability company, having its place of business at One Henkel Way, Rocky Hill, CT 06067, USA, and HKGaA, being the head of Henkel Group.

HKGaA undertook the obligation to transfer and assign certain assets related to the Bergquist Business (as defined below) to Henkel IP GmbH in the notarial deed-no.: Z ____/2015, of the public notary Prof. Dr. Norbert Zimmermann, Düsseldorf, dated December 15, 2015 on the share capital increase in kind in Henkel IP GmbH. In order to fulfill its contribution obligation as provided for in the

HKGaA / Bergquist IP Assignment
Execution Copy
Status: 12/15/2015

share capital increase in kind, Henkel IP GmbH wishes to acquire from HKGaA, and HKGaA wishes to transfer to Henkel IP GmbH, certain assets related to the Bergquist Business (as defined below) to Henkel IP GmbH pursuant to the terms and conditions of this Agreement.

§ 1

Definitions

"Affiliate" shall mean any corporation, partnership or other business organization, of the Henkel Group within the meaning of Sec. 15 of the German Stock Corporation Law (AktG).

"Bergquist Business" shall mean the business of "The Bergquist Company", a corporation organized and existing under the laws of Minnesota, US and having its principal place of business at 18930 West 78th Street, Chanhassen MN 55317, US, which was acquired and continued by Henkel Corporation. The Bergquist Company designs and manufactures thermal management materials and substrates and is comprised of the following four divisions (a) Thermal Interface Materials, (b) Insulated Metal Substrates, (c) Airflow Systems, and (d) membrane switches..

"Bergquist Trademark IP" shall have the meaning as defined in Section 2.1.

"Effective Date" of the transfer and assignment of the Bergquist Trademark IP shall be December 31, 2015 at 16:00 hours EST / 22:00 hours CET.

"Regulatory Files" shall mean those files relating to products under the Trademarks (including all correspondence, communications and communication summaries with governmental entities), applications, approvals, licenses and permits, registrations, reports and all supplements and amendments thereto, in each foregoing case, to and from any applicable governmental entity.

"Third Parties" means any person or legal entity other than the parties or their Affiliates.

"Trademarks" shall mean any and all right, title and interest, without geographic limitation, in service marks, trademarks, trade dress, trade names, brand names, business designations, design rights in labels and packaging for products, or industrial designs whether registered or unregistered, and all applications and registrations therefor, owned by the Assignor as of the Effective Date with regard to the Bergquist Business, including, but not limited to, the trademarks listed in **Exhibit 1**.

§ 2

Assignment

- 2.1 As of the Effective Date, Assignor hereby assigns to Assignee all of its right, title, and interest in and to:
- (i) any and all Trademarks and the goodwill associated with these trademarks;
 - (ii) any and all copyright rights in labeling and packaging for products bearing the Trademarks and the copyright rights in promotional and marketing materials for products under the Trademarks, but only to the extent such promotional and marketing materials are global in nature;
 - (iii) any and all rights in or to any domain name used in the Bergquist Business;
 - (iv) any rights, recoveries, refunds, counterclaims, rights to offset, causes of action, rights under all warranties, representations and guarantees made by suppliers of products, materials or equipment or components thereof, and all other rights and claims, in each case arising from the use, exploitation or violation of the any of the foregoing (in this section 2.1 mentioned) assets, in particular, any compensation claims for past, present, or future infringement of the foregoing (in this section 2.1 mentioned) assets, claims for injunction, claims for destruction, claims for information, claims on account of unjust enrichment in case of

violation of Trademarks as well as any claims derived from a transfer of use to third parties (the items listed under Section 2.1 (i) to (iv) hereinafter collectively referred to as the "**Bergquist Trademark IP**").

- 2.2 Assignee hereby accepts such assignment of the Bergquist Trademark IP.
- 2.3 As of the Effective Date, Assignee will be responsible for the costs related to the maintenance, performance, prosecution, defense and all other future costs of the Bergquist Trademark IP. Assignor and Assignee shall each properly report the transactions undertaken pursuant to this Agreement and make all required filings as required by law.
- 2.4 In the event that it is found that Exhibit 1 hereto contains inadvertent errors of omission or inclusion, Assignor and Assignee agree that it may be amended by mutual agreement, the parties acting in good faith, by the addition or deletion of trademarks.
- 2.5 For the avoidance of doubt, except for the Bergquist Trademark IP, the remaining business of Assignor shall not be transferred in connection with the assignment contained in this Clause 2 and nothing in this Agreement shall impact the remaining business of Assignor.

§ 3

Registration of Trademarks

- 3.1 Assignee is entitled to apply for the recordal of the change of ownership and/or the registration of the assignment of the Trademarks and/or other Bergquist Trademark IP hereunder in its own name with the relevant trademark office or any other authorities where the Trademarks and/or other Bergquist Trademark IP are registered or where the respective applications are pending.
- 3.2 Assignor shall provide Assignee with such assistance as Assignee may require, including but not limited to, executing all such documents, forms and authorizations as may be required and in the form required by Assignee, to enable Assignee to record the change of ownership and/or to

register the assignment of the Trademarks and/or other Assigned Trademarks Rights.

- 3.3 Assignor shall provide the Assignee with such assistance as the Assignee may reasonably require, including but not limited to, executing all such documents, forms and authorizations as may be required, to enable Assignee to prosecute and maintain the Trademarks and/or other Bergquist Trademark IP during the period when the assignment and transfer of the Bergquist Trademark IP to the Assignee pursuant to Section 2 is being registered at the relevant trademark offices.
- 3.4 Any fees incurred in the registration of the assignment or the recordal of change of ownership will be borne by Assignee.

Excerpt of Bergquist IP Assignment Agreement
between
Henkel AG & Co. KGaA
and
Henkel IP & Holding GmbH
Pages 6 - 8, Exhibit 1 TM Schedule, Powers of Attorney
and Notarial Certificate redacted

Henkel AG & Co. KGaA

Henkel IP & Holding GmbH

By: Sven Reißig

By: S. V. R.

Name: Sven Reißig

Name: Dr. Stefan Kucken

Title: Proxy Holder

Title: Proxy Holder

Date: 15. December 2015

Date:

List of Exhibits:

Exhibit 1

List of Trademarks

HKGaA / Bergquist IP Assignment
Execution Copy
Status: 12/15/2015

TRADEMARK
REEL: 005901 FRAME: 0903

Trademark	Goods/Services	Country	Filing Date/ Reg. Date	Serial No./ Reg. No.	Status
BERGQUIST®	For insulating heat sink mounts for electronic devices; silicone coated electrical insulative film for use in commercial and industrial installations, sold in the form of sheets and special shapes; multifunction electronic membrane switches; mounting pads for semiconductor devices; heat conductive mounting pads for semiconductor devices; insulatory coating of plastic resin for use on semiconductors for use in manufacturing electronic equipment; mounting substrates for electronic components; fiberglass reinforcement substrates for use in commercial and industrial thermal management installations; thermally conductive, epoxy impregnated glass cloth for electrical insulation; electrical membrane switches; and electrically insulative, thermally conductive mounting pad for electronic devices.	United States	2/13/2001	2,428,046	Renewal due 02/13/2021
		Australia	5/22/2006	1080925	Renewal due 10/14/2016
		Canada	3/4/2008	TMA708872	Renewal due 03/04/2023
		China Int'l Class 9	9/21/2008	4949867	Renewal due 9/20/2016
		China Int'l Class 17	6/28/2009	5188253	Renewal due 6/27/2019
		China (in Chinese) Int'l Class 9	11/21/2009	5526964	Renewal due 11/20/2019
		China (in Chinese) Int'l Class 17	1/7/2010	6017913	Renewal due 1/6/2020
		Europe	8/25/2006	4685517	Renewal due 10/14/2015

BERGQUIST® Continued		Japan	1/26/2007	5021332	Renewal due 1/26/2017
		Taiwan	8/1/2008	1220707	Renewal due 7/31/2016
		S. Korea	8/20/2013	969,779	Renewal due 8/20/2023
BERGQUIST HI-FLOW®	Films for mounting semiconductors on chassis surfaces	United States	5/23/2000	2,352,281	Renewal due 5/23/2020
		Taiwan	1/15/1999	835,845	Renewal due 1/15/2019
		Japan	10/19/2001	4,515,825	Renewal due 10/19/2021
BOND-PLY®	For electrically insulative, thermally conductive mounting pad for electronic devices.	United States	8/11/1998	2,180,959	Renewal due 8/11/2018
CPU PAD®	For electrically insulative, thermally conductive interface for electronic devices.	United States	3/14/2006	3,067,144	Renewal due 3/14/2016
GAP PAD®	For electrically insulative, thermally conductive interface for electronic devices.	United States	10/19/1999	2,286,975	Renewal due 10/19/2019
		Japan	3/17/2000	4369183	Renewal due 3/17/2020
		Taiwan	8/16/2007	1274852	Renewal due 8/15/2017
		European Community	4/3/2009	6192421	Renewal due 8/13/2017
		S. Korea	5/2/2013	966,890	Renewal due: 5/2/2023
GAP PAD VO ULTRA SOFT®	For electronically insulative, thermally conductive interface for mounting electronic devices onto chassis, heat sinks or printed circuitry boards.	United States	10/10/2006	3,153,830	Abandoned per R. Samuelson 10/5/12

HEATSEAL®	Electronic membrane switches.	United States	9/17/2013	4,404,864	Renewal due 9/17/2019
HI-FLOW®	Thermal interface materials, namely, thermally conductive films and coatings for use as heat transfer interfaces between electronic components and thermal dissipation members.	European Community	6/17/2008	6192645	Renewal due 8/13/2017
HIGHROAD®	For heat management components for incorporation in electronic assemblies and printed circuit boards, namely, insulating heat sink mounts fitted for electronic devices; silicone coated electrical insulative film fitted for use in commercial and industrial installations, sold in the form of sheets and special shapes; multifunction electronic membrane switches; mounting pad fitted for semiconductor devices; insulatory coatings of plastic resin acid as a component of semiconductors for use in manufacturing electronic equipment; mounting substrates for incorporation in electronic components; electrical membrane switches; electrical insulative, thermally conductive mounting pads fitted for electronic components; and computer touchscreen monitors.	United States	5/24/2005	2,955,730	Renewal due 05/24/2015
		Australia	2/7/2005	974086	Renewal due 10/13/2023
		Canada	4/19/2006	TMA662760	Renewal due 04/19/2021
		China	10/7/2005	3786561	Renewal due 10/08/2015
		Europe	3/15/2005	3405024	Renewal due 10/14/2023
		Japan	4/22/2005	4859889	Renewal due 04/22/2015
		Taiwan	10/16/2004	1123171	Renewal due 10/15/2024

IMS®	For mounting substrates for electronic components. Estonia will not be renewed in light of 2008-3692 Lithuania will not be renewed in light of 2008-3692 Latvia will not be renewed in light of 2008-3692	United States	6/22/1993	1,776,307	Renewal due: 6/22/2023
		Estonia	4/17/1996	19192	Abandoned in favor of 2008-3692
		Hong Kong	7/8/1991	02280/93	Renewal due 07/08/2026
		Lithuania	2/24/1998	25493	Abandoned in favor of 2008-3692
		Latvia	10/20/1996	M-34124	Abandoned in favor of 2008-3692
		Russian Federation	5/17/1996	142,019	Renewal due 10/15/2023
		Taiwan	12/16/1998	86054666	Renewal due 06/16/2018
		European Community	10/25/2012	8785711	Renewal due 3/27/2018
ISOEDGE®	For heat plates for use with electronic devices.	United States	12/19/2008	3,186,316	Renewal due 12/19/2016
LIQUI-FORM®	Electrically insulative, thermally conductive interfaces in the nature of liquid formable materials for mounting electronic devices onto chassis, heat skins, or printed circuitry boards.	United States	6/25/2013	4,358,423	Renewal due: 6/25/2019
LIQUI-PAD	Electrically insulative, thermally conductive interfaces for mounting electronic devices onto chassis, heat skins, or printed circuitry boards.	United States	2/15/2011	86/242,483	Allowed - Statement of use due 4/30/2015

LIQUI-BOND®	For adhesives for general industrial use with thermal transfer devices in automotive electronics, telecommunications equipment, computer and computer peripherals, and heat generating semi-conductors.	United States	12/6/2005	3,024,103	Renewal due 12/06/2015
Q-PAD®	For fiberglass reinforcement substrates for use in commercial and industrial thermal management installations; and silicone coated electrical insulative film for use in commercial and industrial thermal management installations. Estonia will not be renewed in light of 2011-4719 Great Britain will not be renewed in light of 2011-4719 Latvia will not be renewed in light of 2011-4719. Lithuania will not be renewed in light of 2011-4719	United States	1/16/2005	2,918,708	Renewal due 1/16/2025
		European Community	12/14/2011	9,838,608	Renewal due 3/24/2021
		Estonia	4/17/1998	19,191	Abandoned in favor of 2011-4719
		Great Britain	3/19/1991	1,458,733	Abandoned in favor of 2011-4719
		Hong Kong	4/11/1991	B1902/1997	Renewal due 04/11/2022
		Japan	10/31/1994	2,697,841	Renewal due 10/31/2024
		Latvia	10/27/1993 10/20/1996	M-938416 M-34123	Abandoned in favor of 2011-4719
		Lithuania	11/12/1993 08/18/1997	ZP - 13630 24385	Abandoned in favor of 2011-4719
		South Korea	6/16/1992	240,971	Renewal due 06/16/2022
		Russian Federation	2/15/1996	138,040	Renewal due 10/20/2023
Taiwan	11/16/1991	538,857	Renewal due 5/16/2021		

SIL-PAD®	Mounting pads for semiconductor devices. Estonia will not be renewed in light of 2008-3644 Latvia will not be renewed in light of 2008-3644 Lithuania will not be renewed in light of 2008-3644	United States	8/7/1990	No.1608077	Renewal due 08/07/2020
		European Community	1/16/2009	No.6651699	Renewal due 2/7/2018
		Estonia	4/17/1996	19,189	Abandoned in favor of 2008-3644
		Hong Kong	4/11/1991	B-3101/95	Renewal due 04/11/2022
		Japan	5/31/1994	2,670,995	Renewal due 05/31/2024
		Latvia	10/20/1996	M-34122	Abandoned in favor of 2008-3644
		Lithuania	8/18/1997	24,384	Abandoned in favor of 2008-3644
		Russian Federation	5/10/1995	125,829	Renewal due 10/20/2023
		Singapore	5/16/1991	T91/04951G	Renewal due 5/16/2021
		South Korea	6/16/1992	240,970	Renewal due 06/16/2022
Taiwan	1/16/2005	1,136,725	Renewal due 01/15/2025		
Ukraine	4/30/1998	9,662	Renewal due 10/22/2023		
SIL-PADS® Registration to go abandoned per Bergquist 1/6/2009	For insulating heat sink mount for electronic devices NOTE: NO foreign renewals to be filed.	United States	10/14/1975	No.1022666	Renewal due 10/14/2015
		France	7/10/1986	No.1363023	Renewal due 07/10/2016
		Switzerland	9/22/1976	283,972	Renewal due 07/22/2016
		West Germany	4/29/1977	957,407	Renewal due 07/31/2016

SOFTFACE®	For interfacing for mounting of encapsulated semiconductor devices onto chassis. Great Britain will not be renewed in light of 2011-4720	United States	6/28/1994	1,842,374	Renewal due 06/28/2024
		European Community	8/30/2011	9,837,791	Renewal due 3/24/2021
		Great Britain	4/15/1991	1,461,244	Abandoned in favor of 2011-4720
		Hong Kong	5/1/1991	No. 5384/93	Renewal due 05/01/2026
		Taiwan	11/16/1991	538,858	Renewal due 10/15/2021
StabiLUX	Chemical coatings used in the manufacture of printed circuit boards, namely, solder mask.	United States	1/31/2013	85/837,501	Allowed. Statement of use due 3/10/2016
T-CLAD®	For electrical power cords, leads, and connections for North American and international adaptation.	United States	5/25/2004	2,844,581	Renewal due 5/25/2024
		Australia	7/4/2005	978,147	Renewal due 11/12/2023
		Canada	6/28/2005	TMA843223	Renewal due 08/28/2020
		China	8/7/2005	3,805,233	Renewal due 08/06/2015
		Europe	8/8/2005	3,537,081	Renewal due 11/12/2023
		Japan	7/9/2004	4,785,273	Renewal due 07/09/2024
		Taiwan	12/1/2004	1,128,983	Renewal due 11/30/2024

THERMAL CLAD®	For heat conductive mounting pads for semiconductor devices. Estonia will not be renewed in light of 2011-4721 Latvia will not be renewed in light of 2011-4721 Lithuania will not be renewed in light of 2011-4721	United States	11/13/1990	1,622,499	Renewal due 11/13/2020
		European Community	Reg. 9837958	1/2/2012	Renewal due 3/24/2021
		Estonia	4/17/1996	19190	Abandoned in favor of 2011-4721
		Hong Kong	9/28/1994	B-1850/97	Renewal due 09/28/2015
		Japan	11/30/1993	2,589,484	Renewal due 11/30/2023
		Latvia	10/20/1996	M-34121	Abandoned in favor of 2011-4721
		Lithuania	2/27/1997	24386	Abandoned in favor of 2011-4721
		Russian Federation	6/16/1995	128,348	Renewal due 10/20/2023
		South Korea	18/1992	240,872	Renewal due 06/16/2022
		Taiwan	11/16/1991	538,860	Renewal due 05/16/2021
		Ukraine	4/30/1998	9,683	Renewal due 10/22/2023
TRIPLESEAL®	For electrical membrane switches.	United States	12/24/1996	2,025,055	Renewal due 12/24/2016