

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM402420

<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>
Bostik, Inc.		07/29/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bostik SA		
<b>Street Address:</b>	253 Avenue du President Wilson		
<b>City:</b>	La Plaine Saint Denis		
<b>State/Country:</b>	FRANCE		
<b>Postal Code:</b>	93210		
<b>Entity Type:</b>	Corporation: FRANCE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1075544	BOSTIK	
<b>Registration Number:</b>	0749972	BOSTIK	
<b>Registration Number:</b>	2712927	BOSTIK LOVOC SEAL	
<b>Registration Number:</b>	3185876	BOSTIK'S BEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128135901		
<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>	2128135900		
<b>Email:</b>	assignments@fzlz.com		
<b>Correspondent Name:</b>	DAVID EHRLICH		
<b>Address Line 1:</b>	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
<b>Address Line 2:</b>	866 UNITED NATIONS PLAZA		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	BSTK 0710542		
<b>NAME OF SUBMITTER:</b>	David Ehrlich		
<b>SIGNATURE:</b>	/dwe/		
<b>DATE SIGNED:</b>	10/18/2016		
<b>Total Attachments: 5</b>			

CH \$115.00 1075544

source=Executed assignment to Bostik SA (F2065685x96B9E)#page1.tif  
source=Executed assignment to Bostik SA (F2065685x96B9E)#page2.tif  
source=Executed assignment to Bostik SA (F2065685x96B9E)#page3.tif  
source=Executed assignment to Bostik SA (F2065685x96B9E)#page4.tif  
source=Executed assignment to Bostik SA (F2065685x96B9E)#page5.tif

## DEED OF TRADEMARK ASSIGNMENT

### BETWEEN

BOSTIK INC having its place of business at 11320 Watertown Plank Road, Wauwatosa, Wisconsin 53226, USA, represented by Jeffrey M. Goldberg, V.P. CEO

hereinafter referred to as the Assignor

### AND

BOSTIK SA, a French law limited liability company (société anonyme) registered with the commercial and companies registry under n° 332 110 097 and whose registered office is located 253 Avenue du Président Wilson, 93210 La Plaine Saint Denis, France, and represented by Mr. Bernard PINATEL, Chairman & CEO.

hereinafter referred to as the Assignee

Assignor and Assignee being also called together the "Parties"

### WHEREAS

The Assignor, BOSTIK INC, owns the Trademarks BOSTIK® or composed of BOSTIK® listed in Appendix 1 to this Agreement.

The Assignee wishes to acquire full and absolute title to the Trademarks.

The Assignor is ready to assign the Trademarks to the Assignee and consents to its usage by the Assignee.

IT IS AGREED AS FOLLOWS :

## ARTICLE 1 - DEFINITIONS

For the purposes of this Agreement, each of the expressions referred to below shall have the meaning attributed to in its definition, namely :

*"Agreement"* means this Deed of Trademark Assignment together with its Appendix related to the Trademarks.

*"Trademarks"* means the registered and/or pending trademarks "BOSTIK" or composed of "BOSTIK" such as they are identified in Appendix 1 of this Agreement.

*"Territory"* means, for each Trademark, the territory (ies) in which the Trademarks are filed.

## ARTICLE 2 - SUBJECT-MATTER OF THE AGREEMENT

- 2.1. The Assignor hereby assigns to the Assignee, who accepts, (i) full and absolute right, title and interest to the Trademarks with all the common law rights and obligations which are attached to them together with the goodwill of the business connected with the use of, and symbolized by such, Trademarks ; (ii) the right to file all proceedings for infringement or for unfair competition occurring prior to or following the date on which this Agreement is executed.
- 2.2. This Assignment is granted without exception or reservation and with not warranty other than warranties that the registration and/or filing of the Trademarks exist, on the date of execution of this Agreement.
- 2.3. The Assignee expressly agrees to conclude this assignment at its own risk and peril. The Assignor does not warrant to the Assignee that the rights of the Assignee in the Trademarks cannot be ousted by a third party, and does not guarantee the total or partial repayment of the purchase price, in the event of the cancellation of one of the Trademarks after the date of execution of this Agreement.

## ARTICLE 3 - PRICE

In consideration of this assignment, the Assignee shall pay herewith to the Assignor a fixed lump sum of \_\_\_\_\_ Euros ( ), excluding tax, in respect of which this Agreement shall give good and valid receipt.

## ARTICLE 4 - INFRINGEMENT

- 4.1 The Assignee shall defend itself, at its own cost, against all infringement proceedings filed against it by any third parties in connection with the use of the Trademarks.

- 4.2. The Assignee shall bear the cost of all necessary expenses in such legal proceedings.

## **ARTICLE 5 – REGISTRATION TAX**

The Assignee is responsible for and must pay all tax registration duties and any other taxes, as the case may be, arising as a result of this Agreement.

## **ARTICLE 6 – MISCELLANEOUS OBLIGATIONS**

- 6.1. The Assignor or the Assignee, or any third party duly empowered by either of them, shall carry out all the formalities required for the performance of this Agreement, in particular for making the assignments of the Trademarks enforceable against third parties in all the countries in the Territory. The Assignee alone shall bear the cost of these formalities.
- 6.2. All rights and powers are given to the bearer of an original or certified copy of this Agreement to carry out the formalities prescribed by law and/or the different national and international trademark agencies, particularly for the recordal of the assignments of Trademarks.
- 6.3. The Parties agree to reiterate their consent to this Agreement by confirmatory acts or contracts which might be required after the date of execution of this Agreement to complete the necessary formalities for its execution, particularly, the recordal of the assignments of the Trademarks at national and international trademark offices.
- 6.4. The Assignor provides the Assignee with all the documents and information related to the Trademarks he hold at the date on which this agreement is signed and undertakes to provide the Assignee with all the documents related to the Trademarks which he may receive after the date of signature of the agreement.

## **ARTICLE 7 - SEVERABILITY**

- 7.1. In the event that any provision whatsoever under this Agreement is cancelled, such cancellation shall not render invalid any other provisions under the Agreement which shall continue in force.
- 7.2. If, for any reason whatsoever, the assignment of one of the Trademarks under the terms of this Agreement is cancelled, rescinded or refused to registration by a national or international trademark office, the assignments of the other Trademarks shall remain in force.

## **ARTICLE 8 – PREVIOUS CONTRACTS / AMENDMENT OF THE AGREEMENT**

- 8.1. This Agreement shall cancel and replace all previous agreements signed between the Parties in relation to the Trademarks.

BP

- 8.2. Any amendment, termination and/or renunciation of any provision whatsoever of this Agreement, shall only be valid after the Parties have both given their written and signed consent thereto.

#### ARTICLE 9 - NOTICES

Any notice to be given in connection with this Agreement shall be deemed to have been given where they have been sent by registered post with acknowledgment of receipt to the addresses of the respective registered offices of the Parties as set out above or to any other address specified by the Parties.

#### ARTICLE 10 - GOVERNING LAW

This Agreement shall be governed by the laws of FRANCE.


#### ARTICLE 11 - JURISDICTION

Any dispute arising as a result of the creation, interpretation or performance of this Agreement shall be submitted to the exclusive jurisdiction of the Courts of Paris (France), notwithstanding the existing of multiple defendants or third party proceedings.

Made in three (3) originals.


THE ASSIGNOR

BOSTIK INC

  
Name : Jeffrey M Goldberg  
Position : VP & CFO  
Date of signature : 7/29/16

THE ASSIGNEE

BOSTIK SA

  
Name : Bernard PINATEL  
Position : Chairman & CEO  
Date of signature : July 18, 2016

APPENDIX 1 : LIST OF THE TRADEMARKS IN THE NAME OF BOSTIK INC ASSIGNED TO BOSTIK SA

Trademark	Country	Status	Classes	Owner	Filing Date	Filing Number	Registration Date	Registration Number	Next renewal date
BOSTIK	Albania	Registered	01;16;17	BOSTIK INC (Wauwatosa)	26 oct 1999	ALM9900425	05 janv 2001	8297	26 oct 2019
BOSTIK	Bulgaria	Registered	01;02;03;16;17	BOSTIK INC (Wauwatosa)	13 juin 1999	69000743N	15 dec 1999	6965	13 juin 2019
BOSTIK	Chile	Registered	04;19	BOSTIK INC (Wauwatosa)	23 sept 1948	1094730	18 nov 1983	687022	03 mars 2024
BOSTIK	Chile	Registered	01	BOSTIK INC (Wauwatosa)	22 fevr 1999	228206	22 fevr 1980	885457	21 juin 2020
BOSTIK	Colombia	Registered	02	BOSTIK INC (Wauwatosa)	07 sept 1990	328549	17 nov 1993	143791	17 nov 2023
BOSTIK	Colombia	Registered	01	BOSTIK INC (Wauwatosa)	07 sept 1990	328548	17 nov 1993	143786	17 nov 2023
BOSTIK	Colombia	Registered	19	BOSTIK INC (Wauwatosa)	07 sept 1990	328550	17 nov 1993	143793	17 nov 2023
BOSTIK	Greece	Registered	01;02;17	BOSTIK INC (Wauwatosa)	22 mars 1961	26703	17 janv 1962	26703	22 mars 2021
BOSTIK	Iran (Islamic Republic)	Registered	01;02;08;16	BOSTIK INC (Wauwatosa)	04 fevr 1968	43293	04 fevr 1968	31014	04 fevr 2018
BOSTIK	Japan	Registered	07	BOSTIK INC (Wauwatosa)	19 nov 1968	832561968	21 juin 1971	902309	21 juin 2021
BOSTIK	Paraguay	Registered	01	BOSTIK INC (Wauwatosa)	19 juin 1948	7666	15 sept 1948	331264	07 aout 2019
BOSTIK	Peru	Registered	01	BOSTIK INC (Wauwatosa)	26 mai 1958	46434	26 mai 1956	41024	26 mai 2026
BOSTIK	Puerto Rico	Registered	17	BOSTIK INC (Wauwatosa)	10 fevr 1989	28918	17 janv 1990	28918	17 janv 2020
BOSTIK	Romania	Registered	01;02;03;04;16;17	BOSTIK INC (Wauwatosa)	12 juil 1969	1635	12 juil 1969	7277	12 juil 2019
BOSTIK	Taiwan	Registered	01	BOSTIK INC (Wauwatosa)	22 juin 1970	45001	01 fevr 1971	45001	01 fevr 2021
BOSTIK	United States Of America	Registered	19	BOSTIK INC (Wauwatosa)	24 sept 1976	73101010	18 oct 1977	1075544	18 oct 2017
BOSTIK	United States Of America	Registered	01	BOSTIK INC (Wauwatosa)	22 aout 1961	72126428	28 mai 1963	749972	28 mai 2023
BOSTIK	Uruguay	Registered	01;16	BOSTIK INC (Wauwatosa)	30 sept 1980	177260	14 dec 1982	346307	14 mars 2023
BOSTIK (logo 2004)	Chile	Registered	01;16;17;19	BOSTIK INC (Wauwatosa)	30 mai 2005	688791	19 mars 2008	811572	19 mars 2018
BOSTIK LOVOC SEAL	Mexico	Registered	01	BOSTIK INC (Wauwatosa)	10 dec 2001	522559	27 oct 2005	905549	10 dec 2021
BOSTIK LOVOC SEAL	Mexico	Registered	19	BOSTIK INC (Wauwatosa)	10 dec 2001	522561	13 janv 2003	774013	10 dec 2021
BOSTIK LOVOC SEAL	Mexico	Registered	17	BOSTIK INC (Wauwatosa)	10 dec 2001	522560	26 nov 2002	770157	10 dec 2021
BOSTIK LOVOC SEAL	United States Of America	Registered	17	BOSTIK INC (Wauwatosa)	12 dec 2001	76349609	06 mai 2003	2712927	06 mai 2023
BOSTIK'S BEST	United States Of America	Registered	01;02;17	BOSTIK INC (Wauwatosa)	10 juin 2005	78648431	19 dec 2006	3185876	19 dec 2016

RECORD ID: 04182016

TRADEMARK

REEL: 005902 FRAME: 0800

8p