

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM403452

<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>
Terra Services, LLC		10/21/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FQ Fraxtar, LLC		
<b>Street Address:</b>	1209 Orange Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86575053	FRAXTAR	
<b>Serial Number:</b>	86575040	FRAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004043970		
<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>Email:</b>	docketing@bracewelllaw.com		
<b>Correspondent Name:</b>	BRACEWELL LLP		
<b>Address Line 1:</b>	PO BOX 61389		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77208-1389		
<b>NAME OF SUBMITTER:</b>	Kevin R. Tamm		
<b>SIGNATURE:</b>	/Kevin R. Tamm/		
<b>DATE SIGNED:</b>	10/27/2016		
<b>Total Attachments: 5</b>			
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**ASSIGNMENT OF TRADEMARKS**

This Assignment of Trademarks (the "Assignment") is made on and effective as of October 21, 2016, by and between Terra Services, LLC, a Delaware limited liability company, ("Assignor"), and FQ Fraxtar, LLC, a Delaware limited liability company ("Assignee").

**W I T N E S S E T H:**

WHEREAS, Assignor owns certain trademarks and trademark applications set forth on Schedule A attached hereto (the "Trademarks"); and

WHEREAS, Assignee wishes to acquire the Trademarks and Assignor is willing to assign the Trademarks;

NOW, THEREFOR, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts and assumes, free and clear of any encumbrances, all right, title and interest in and to the Trademarks as described on Schedule A attached hereto, together with the goodwill of the business symbolized by the Trademarks, any trade dress, the applications for registration and registrations therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages. The rights assigned hereby include, without limitation all of the Assignor's right to sue and recover for any past, present, and future infringement or unauthorized use of any right or interest in the Trademarks.

2. Assignor hereby authorizes and requests the Commissioner of Trademarks at the United States Patent and Trademark Office, and any similar foreign trademark authorities, to record this Assignment.

3. Assignor hereby covenants and agrees that the Assignor will, at any time, upon request, execute and deliver any and all papers and take any and all other reasonable actions that may be necessary or desirable to implement or perfect this Assignment, without further compensation but at the expense of the Assignee, its successors or assigns with respect to Assignor's reasonable out-of-pocket costs.

4. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective successors and assigns of the Assignor and Assignee. No provision of this Assignment is intended to benefit, nor shall any such provision be enforceable by, any person or entity other than the Assignor and the Assignee and their respective successors and assigns.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to conflicts of law principles thereof.

6. This Assignment and that certain Asset Purchase Agreement between NCH Corporation, FQ Fraxtar, LLC and FQ Holdings, LLC dated October 21, 2016 (the "Agreement") constitute the entire agreement between Assignor and Assignee with respect to the subject matter of this Assignment and supersedes all prior agreements and understandings, both oral and written, between Assignor and Assignee with respect to the subject matter of this Assignment. In the event of a conflict between the provisions of this Assignment and the Agreement, the Agreement shall prevail.

*[signatures appear on following page]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the first date written above.

**ASSIGNOR:**

Terra Services, LLC

By: *Russell L. Rice*  
Name: *Russell L. Rice*  
Title: *VP & Secretary*

**ASSIGNEE:**

FQ Fraxtar, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature page to Trademark Assignment]

**TRADEMARK**

**REEL: 005910 FRAME: 0053**

ASSIGNEE:

FQ Fraxtar, LLC

By: 

Name: Matthew Kondratowicz



Title: Authorized Officer

[Signature page to Trademark Assignment]

TRADEMARK  
REEL: 005910 FRAME: 0054

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>
Fraxtar 	U.S.	86575053	04-12-2016
Frax 	U.S.	86575040	04-12-2016