

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408921

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: 5			
Property Type	Number	Word Mark	
Registration Number:	1375340	DORUS	
Registration Number:	2150289	DORUS	
Registration Number:	1757817	LIOFOL	
Registration Number:	1109810	MACROPLAST	
Registration Number:	2540173	DURO-TAK	
CORRESPONDENCE DATA			
Fax Number:	8605715028		
<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:	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:	Amy Span Wergeles		
SIGNATURE:	//Amy Span Wergeles//		
DATE SIGNED:	12/14/2016		
Total Attachments: 9			

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TRADEMARK ASSIGNMENT AGREEMENT

between

Henkel AG & Co. KGaA

and

Henkel IP & Holding GmbH

HKGaA / TRADEMARK ASSIGNMENT AGREEMENT
Execution Version
Status: 12/15/2015

**TRADEMARK
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.

By way of Adhesive Brand Assets Transfer Agreement, Henkel Corporation assigned certain assets related to the Adhesive Technologies Business, including in particular certain trademarks and the goodwill associated therewith to Henkel IP GmbH.

In addition, Henkel IP GmbH wishes to acquire from HKGaA, and HKGaA wishes to transfer to Henkel IP GmbH, certain trademarks (sub-brands) relating to the assets assigned by way of the Adhesive Brand Assets Transfer Agreement to Henkel IP GmbH pursuant to the terms and conditions of this Agreement in order to centralize the reacted rights with Henkel IP GmbH.

§ 1

Definitions

"Adhesive Technologies Business" shall mean Henkel's Adhesives Technologies business unit, i.e., the business related to the following eight technology clusters: (1) Acrylates, (2) Aqueous Dispersions, (3) Hotmelts, (4) Polyurethanes, (5) Silicones & Sealants, (6) Surface Treatments & Lubricants, (7) Thermosets, and (8) other adhesive and sealant related technology.

"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).

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

"Effective Date" of the transfer and assignment of the Trademark IP shall be December 31, 2015 at 24:00 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, in the trademarks listed in Exhibit 1 registered in the US.

§ 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 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 (iii) hereinafter collectively referred to as the **"Trademark IP"**).
- 2.2 Assignee hereby accepts such assignment of the 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 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 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 Trademark IP hereunder in its own name with the relevant trademark office or any other authorities where the Trademarks and/or other 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 Trademark IP during the period when the assignment and transfer of the

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.

§ 4

Files, Provision of Information

At Assignee's request, Assignor shall provide Assignee, to the extent not already transferred as part of the Trademark IP, all files in its possession and custody or control regarding Trademark IP.

§ 5

Representations and Warranties

Assignor represents and warrants that it has no present knowledge from which it can be inferred that (i) any of the rights in the Trademarks are invalid, (ii) Assignor is not entitled to assign to Assignee the Trademarks, (iii) the use of the Trademarks infringes rights of third parties, or (iv) the Trademarks are subject to any lien, security interest, encumbrance or pledge.

§ 6

Rights of Use and Prohibition of Use

As of the Effective Date, as between Assignor and Assignee, Assignee shall be fully entitled to exploit and use the Trademark IP without restriction. As of the Effective Date, any and all rights of beneficial use regarding the Trademark IP as well as the entitlement to any and all economic benefits existing or arising in connection with the Trademark IP shall vest in Assignee.

§ 7

Miscellaneous

- 7.1 Should any provision of this Agreement be or become wholly or in part invalid or unenforceable, the remaining parts of this Assignment shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision which approximates as closely as possible to the economic purpose of the invalid or unenforceable provision.
- 7.2 Any amendments to this Agreement (including this subsection) shall be invalid, unless they are made in writing.
- 7.3 All costs and expenses arising from this Agreement or from amendments thereof and any costs arising from the enforcement or preservation of Assignee's rights hereunder shall be borne by Assignee.
- 7.4 This Agreement, and any disputes arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the laws of Germany. The UN Convention on Contracts for the International Sale of Goods ("CISG") shall be excluded. Exclusive place of jurisdiction shall be Düsseldorf, Germany.
- 7.5 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No modification, amendments or supplements to this Agreement shall be effective for any purpose unless in writing and signed by each party.

- Signatures on next page -

Henkel AG & Co. KGaA

Henkel IP & Holding GmbH

By: 

By: 

Name: Dr. Michael Jürgen Schmitt

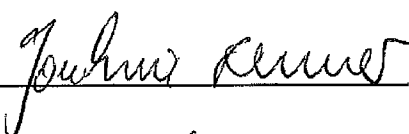
Name: Dr. Stefan Kucken


Title:

Title: Managing Director

Date: *15. December 2015*

Date: *December 15, 2015*

By: 

By: 

Name: *JOACHIM RENNER*

Name: Michael Todd

Title: *CORPORATE TM COUNSEL*

Title: Managing Director


Date: *December 15, 2015*

Date: *15 December 2015*

List of Exhibits:

Exhibit 1

List of Trademarks

TM NAME	Design	Appl.-No.	Appl-Date	Reg-No.	Reg-Date	Class
DORUS		73/494381	20.06.1984	1375340	17.12.1985	1
DORUS		75/171505	20.09.1996	2150289	14.04.1998	1
LIOFOL		74/226896	27.11.1991	1757817	16.03.93	1
MACROPLAST		73/146339	28.10.1977	1109810	26.12.1978	1
DURO-TAK		76/231207	27.03.2001	2540173	19.02.2002	1