

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413908

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE DOW CHEMICAL COMPANY		12/29/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SAFECHEM EUROPE GMBH		
Street Address:	TERSTEEGENSTRABE 25		
City:	DUSSELDORF		
State/Country:	GERMANY		
Postal Code:	40474		
Entity Type:	Limited Liability Company: GERMANY		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1521288	CHEMAWARE	
Registration Number:	4053240	MAXIBOOST	
Registration Number:	4063437	MAXICHECK	
Registration Number:	1946065	MAXISTAB	
Registration Number:	4012730	SAFECARE	
Serial Number:	86928923	SENSENE	
CORRESPONDENCE DATA			
Fax Number:	4122883063		
<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:	412-288-3131		
Email:	ptoipinbox@reedsmith.com, karmellino@reedsmith.com		
Correspondent Name:	Barry J. Coyne		
Address Line 1:	PO Box 488		
Address Line 2:	Reed Smith LLP		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230		
NAME OF SUBMITTER:	Barry J. Coyne		
SIGNATURE:	/Barry J. Coyne/		
DATE SIGNED:	01/27/2017		

OP \$165.00 1521288

Total Attachments: 7

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GLOBAL TRADEMARK ASSIGNMENT

This GLOBAL TRADEMARK ASSIGNMENT (this "Assignment"), dated as of December 29, 2016, which shall become effective upon expiry of December 31, 2016 (the "Effective Date") by and among **The Dow Chemical Company**, a Delaware corporation with its principal place of business at 2030 Dow Center, Midland, Michigan 48674, USA ("ASSIGNOR"), and **SAFECHEM Europe GmbH**, a limited liability company organized and existing under the laws of Germany and having its registered office at Tersteegenstraße 25, 40474 Düsseldorf, Germany ("ASSIGNEE").

BACKGROUND

WHEREAS, ASSIGNOR'S affiliate, Dow Olefinverbund GmbH ("SELLER"), and Platin 1272. GmbH entered into a Share Purchase Agreement dated as of December 2, 2016 (the "Share Purchase Agreement"), pursuant to which SELLER is selling, assigning, transferring and conveying all of the shares in ASSIGNEE and, in connection with such sale, ASSIGNOR has agreed to assign and transfer all of ASSIGNOR's right, title and interest in the trademarks listed on the attached Schedule A and in any unregistered trademarks or common law trademarks related to the trademarks listed on Schedule A, if any, (herein defined as "TRADEMARKS") and all associated goodwill to ASSIGNEE.

TERMS

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties hereto hereby agree as follows:

ASSIGNOR assigns, transfers and conveys to ASSIGNEE, and ASSIGNEE acquires and accepts from ASSIGNOR, effective as of the Effective Date, all right, title and interest in and to all TRADEMARKS together with the goodwill of the business which they represent symbolized by the TRADEMARKS, including all associated trademark rights, associated goodwill, and other indicia of origin, held by ASSIGNOR, together with all registrations and applications for registration of the TRADEMARKS, all claims, demands and rights to recovery that ASSIGNOR has or may have for past and future infringements, dilution or other violations of such TRADEMARKS, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery.

ASSIGNOR represents and warrants that ASSIGNOR owns all right, title and interest in the TRADEMARKS. ASSIGNOR further warrants that it has not licensed or assigned any of the TRADEMARKS and the TRADEMARKS are free from any security interest, option, mortgage, charge or lien.

ASSIGNOR and ASSIGNEE shall each take, and shall cause their respective affiliates to take, any and all additional actions as may be necessary or appropriate to effect the assignment transactions contemplated, including but not limited to execution of individual assignment documentation for filing with the authorities of each individual country. The responsibility to draft and file assignments with the national trademark offices of each

country shall be on the ASSIGNEE but the ASSIGNOR shall reimburse the ASSIGNEE for all costs, fees, expenses in connection with the registration and recordation of the transfer and assignment of TRADEMARKS to the ASSIGNEE under this Assignment, including reasonable fees, costs and expenses of legal counsel, trademark agents/attorneys and offices/registries for trademarks.

The provisions of this Assignment are severable, and if one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be executed as of this 29th day of December 2016 and to be effective as of the Effective Date.

THE DOW CHEMICAL COMPANY

By: 

Name: C. Joe Miller

Title: Trademark & Copyright Counsel, Authorized Representative

SAFECHEM EUROPE GMBH

By: _____

Name: Manfred Holzleg

Title: Managing Director

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be executed as of this 29th day of December 2016 and to be effective as of the Effective Date.

THE DOW CHEMICAL COMPANY

By: _____

Name: C. Joe Miller

Title: Trademark & Copyright Counsel, Authorized Representative

SAFECHEM EUROPE GMBH

By:  _____

Name: Manfred Holzleg

Title: Managing Director

SCHEDULE A TO GLOBAL TRADEMARK ASSIGNMENT

Trademark	Country	Appl/Reg #
CHEMAWARE	Austria	124197
CHEMAWARE	Benelux	0444109
CHEMAWARE	Canada	TMA370850
CHEMAWARE	China	Pending
CHEMAWARE	Croatia	Z941602
CHEMAWARE	France	1457972
CHEMAWARE	Germany	1128473
CHEMAWARE	Greece	103557
CHEMAWARE	Hong Kong	303676554
CHEMAWARE	Italy	0001299479
CHEMAWARE	Norway	137162
CHEMAWARE	Portugal	272701
CHEMAWARE	Serbia (ex-Serbia & Montenegro)	41884
CHEMAWARE	Spain	1245363
CHEMAWARE	Sweden	222311
CHEMAWARE	Taiwan	105006903
CHEMAWARE	United Kingdom	2483441
CHEMAWARE	United States Of America	1521288
CHEMAWARE & DESIGN	Japan	3259424
COMPLEASE	China	Pending
COMPLEASE	European Union	008333411
COMPLEASE	Hong Kong	303676573
COMPLEASE	Taiwan	105006904
MAXIBOOST	Canada	TMA834572
MAXIBOOST	China	Pending
MAXIBOOST	European Union	003461498
MAXIBOOST	Hong Kong	303676591
MAXIBOOST	Mexico	1250219
MAXIBOOST	Taiwan	105006906
MAXIBOOST	United States Of America	4053240
MAXICHECK	Benelux	0644816
MAXICHECK	Brazil	821011359
MAXICHECK	Brazil	821011340
MAXICHECK	Brazil	821015664
MAXICHECK	Canada	TMA824534
MAXICHECK	China	Pending
MAXICHECK	France	98756900
MAXICHECK	Germany	39862148
MAXICHECK	Hong Kong	303676609
MAXICHECK	Italy	0001300730
MAXICHECK	Mexico	1250220
MAXICHECK	Portugal	333581

Trademark	Country	Appl/Reg #
MAXICHECK	Spain	2197610
MAXICHECK	Spain	2197609
MAXICHECK	Switzerland	P460798
MAXICHECK	Taiwan	105006909
MAXICHECK	United Kingdom	2180535
MAXICHECK	United States Of America	4063437
MAXICHECK & CH	Japan	4358508
MAXICHECK & CH	Japan	4352794
MAXICHECK & CH	Japan	4349033
MAXISTAB	Austria	129197
MAXISTAB	Austria	139612
MAXISTAB	Benelux	0465736
MAXISTAB	Benelux	0491750
MAXISTAB	China	Pending
MAXISTAB	Denmark	VR199100574
MAXISTAB	Denmark	VR199202014
MAXISTAB	Finland	114318
MAXISTAB	Finland	120426
MAXISTAB	France	1721460
MAXISTAB	France	1650736
MAXISTAB	Germany	1184550
MAXISTAB	Greece	103556
MAXISTAB	Hong Kong	303676618
MAXISTAB	Italy	0001258145
MAXISTAB	Italy	0001443164
MAXISTAB	Mexico	1247006
MAXISTAB	Portugal	272699
MAXISTAB	Spain	1528152
MAXISTAB	Spain	1628168
MAXISTAB	Sweden	232071
MAXISTAB	Sweden	251799
MAXISTAB	Switzerland	P376697
MAXISTAB	Switzerland	P389007
MAXISTAB	Taiwan	105006911
MAXISTAB	United Kingdom	1458431
MAXISTAB	United Kingdom	1458432
MAXISTAB	United States Of America	1946065
SAFECARE	Canada	TMA843393
SAFECARE	United States of America	4012730
SAFECEM	Austria	173926
SAFECEM	Benelux	0570486
SAFECEM	Denmark	VR199209273
SAFECEM	European Union	003507217
SAFECEM	Finland	126725
SAFFCFM	France	95572821
SAFECEM	Germany	2013473
SAFECEM	Italy	0001636779

Trademark	Country	Appl/Reg #
SAFECHEM	Norway	158915
SAFECHEM	Spain	1988539
SAFECHEM	Sweden	245169
SAFETAINER	Denmark	VR198501119
SAFE-TAINER	China	Pending
SAFE-TAINER	China	Pending
SAFE-TAINER	Denmark	VA199408353
SAFE-TAINER	Finland	231350
SAFE-TAINER	Germany	2022504
SAFE-TAINER	Hong Kong	303676627
SAFE-TAINER	International Procedure	590340
SAFE-TAINER	Ireland	150252
SAFE-TAINER	Norway	158746
SAFE-TAINER	Sweden	249238
SAFE-TAINER	Switzerland	P394983
SAFE-TAINER	Taiwan	105006914
SAFE-TAINER	United Kingdom	1504357
SENSENE	Australia	1793952
SENSENE	European Union	015187412
SENSENE	New Zealand	1049965
SENSENE	United States of America	86928923