

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414645

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ROHM AND HAAS ELECTRONIC MATERIALS LLC | | 12/01/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Ceres Technologies, Inc. | | |
| Street Address: | 5 Tower Street | | |
| Internal Address: | P.O. Box 209 | | |
| City: | Saugerties | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 12477 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2983949 | VAPORSTATION | |
| Registration Number: | 3859132 | VAPORSTATION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 518-452-5600 | | |
| Email: | so@hrfmlaw.com | | |
| Correspondent Name: | Nicholas Mesiti | | |
| Address Line 1: | 5 Columbia Circle | | |
| Address Line 2: | Heslin Rothenberg Farley & Mesiti P.c. | | |
| Address Line 4: | Albany, NEW YORK 12203 | | |
| NAME OF SUBMITTER: | Nicholas Mesiti | | |
| SIGNATURE: | /Nicholas Mesiti/ | | |
| DATE SIGNED: | 02/02/2017 | | |
| Total Attachments: 5 | | | |
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source=doc06245920170118103755 Assignment from Dow Rohm Hass to Ceres (H0807082xD16FB)#page4.tif
source=doc06245920170118103755 Assignment from Dow Rohm Hass to Ceres (H0807082xD16FB)#page5.tif

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Exhibit C – Patent Assignment

This PATENT ASSIGNMENT (“Assignment”) is effective as of Dec 1, 2016 (“Effective Date”) by and between Rohm and Haas Electronic Materials LLC (“RHEM”), a Delaware limited liability company, and Ceres Technologies, Inc. (“Ceres”), a Delaware corporation.

Reference is made to that certain Asset Sale Agreement dated June 16, 2016 (the “*Asset Sale Agreement*”), by and between RHEM and Ceres. Capitalized terms used and not defined herein shall have the meanings given to them in the Asset Sale Agreement. This Assignment will be deemed effective upon execution of the Asset Sale Agreement by both Parties.

Subject and pursuant to the terms and conditions of the Asset Sale Agreement, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, RHEM hereby irrevocably sells, assigns, conveys, transfers and delivers to Ceres (and Ceres’ successors and assigns), and Ceres does hereby accept, all of RHEM’s right, title and interest in and to the patents listed on Schedule A to this Assignment, and all continuations, divisionals, continuations-in-part, reissues, and reexaminations thereof, as well as all US and foreign applications related by a priority claim to any of the foregoing, and all pending patent applications therefor.

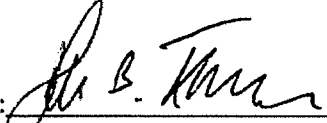
This Assignment may be filed and recorded as necessary to provide notice of the assignment contemplated hereby including, but not limited to, recordation in the records of the United States Patent and Trademark Office.

This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts, U.S.A., without giving effect to principles of conflicts of laws. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same agreement. Facsimile signatures or signatures delivered by email in .pdf or similar format shall be deemed original signatures for purposes of this Assignment.

Execution Copy

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.


**ROHM AND HAAS ELECTRONIC
MATERIALS LLC**

By:  _____

(NAME) John B. Treangen

(TITLE) Assistant Secretary

CERES TECHNOLOGIES, INC.

By:  _____

(NAME) KEVIN BRADY

(TITLE) PRESIDENT

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Schedule A

| Attorney Docket No. | US Ser. No. | US Application Date | US Pub. No. | US Pat. No. |
|---------------------|-------------|---------------------|--------------------|---------------|
| AM52851-US-NP | 12/749048 | 3/30/2010 | | US 8501266 B2 |
| AM52851-US-DIV | 13/959699 | 8/5/2013 | US 2013/0312665 A1 | |
| AM52851-US-CNT | 15/160556 | 5/20/2016 | | |
| AM53037-US-NP | 12/687288 | 6/14/2010 | | US 8555809 B2 |
| 73053-US-NP | 13/552054 | 7/18/2012 | | US 9243325 B2 |
| 73053-US-DIV | 14/990843 | 1/8/2016 | Not yet published | |
| 75777-US-NP | 14/567292 | 12/11/2014 | US 2015/0203962 A1 | |

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Exhibit D – Trademark Assignment

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is effective as of December 1, 2016 (the “Effective Date”) between Rohm and Haas Electronic Materials LLC, a Delaware limited liability company with its principal place of business at 455 Forest Street, Marlborough, Massachusetts 01752, (“ASSIGNOR”), and Ceres Technologies, Inc., a Delaware corporation with its principal place of business at 5 Tower Drive, PO Box 209, Saugerties, New York 12477 (“ASSIGNEE”).

BACKGROUND

WHEREAS, ASSIGNOR and ASSIGNEE entered into an Asset Sale Agreement dated as of June 16, 2016 (“*Asset Sale Agreement*”), pursuant to which ASSIGNOR is selling, assigning, transferring and conveying certain assets to ASSIGNEE (including, without limitation, all of ASSIGNOR’s right, title and interest in the VAPORSTATION trademarks listed on the attached Schedule A (herein defined as “TRADEMARKS”) and ASSIGNEE is purchasing such assets.

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:

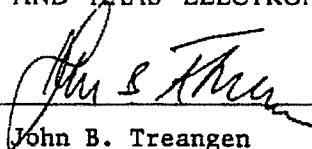
Effective as of the Effective Date, and subject to the terms and conditions of the Asset Sale Agreement, ASSIGNOR hereby sells, assigns, transfers and conveys all right, title and interest in and to all TRADEMARKS together with the goodwill of the business which they represent symbolized by the TRADEMARKS, including all associated trademark rights, 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 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 and the ASSIGNEE shall bear the cost of filing such assignments.


Execution Copy

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be executed as of this 1st day of December 2016 to be effective as of the Effective Date.

ROHM AND HAAS ELECTRONIC MATERIALS LLC

By: 
Name: John B. Treangen
Title: Assistant Secretary

CERES TECHNOLOGIES, INC.

By: 
Name: KEVIN BRADY
Title: PRESIDENT

SCHEDULE A TO TRADEMARK ASSIGNMENT

| Trademark | Country | Registration Number |
|--------------|---------|---------------------|
| VAPORSTATION | Japan | 5137970 |
| VAPORSTATION | USA | 2983949 |
| | | 3859132 |