

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AIR PRODUCTS AND CHEMICALS, INC.		01/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Evonik Degussa GmbH		
Street Address:	Rellinghauser Strasse 1-11		
City:	Essen		
State/Country:	GERMANY		
Postal Code:	45128		
Entity Type:	Limited Liability Company: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0601189	SURFYNOL	
CORRESPONDENCE DATA			
Fax Number:	2022634329		
<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:	202-263-4300		
Email:	swoldow@sgrlaw.com		
Correspondent Name:	Scott D. Woldow		
Address Line 1:	1055 Thomas Jefferson St. NW, Suite 400		
Address Line 4:	Washington, D.C. 20007		
DOMESTIC REPRESENTATIVE			
Name:	Scott D. Woldow		
Address Line 1:	1055 Thomas Jefferson St. NW, Suite 400		
Address Line 4:	Washington, D.C. 20007		
NAME OF SUBMITTER:	Scott D. Woldow		
SIGNATURE:	/SW/		
DATE SIGNED:	04/25/2017		
Total Attachments: 7			

OP \$40.00 0601189

source=scan#page1.tif
source=scan#page2.tif
source=scan#page3.tif
source=scan#page4.tif
source=scan#page5.tif
source=scan#page6.tif
source=scan#page7.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of January 3, 2017 (the "Effective Date"), is by and between Air Products and Chemicals, Inc., a Delaware corporation ("Assignor"), and Evonik Degussa GmbH, a German *Gesellschaft mit beschränkter Haftung* ("Assignee"), (each a "Party" and collectively, the "Parties"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, the Parties and certain of their Affiliates have entered into that certain Purchase Agreement, dated as of May 6, 2016, as amended (the "Purchase Agreement"); and

WHEREAS, in contemplation of the Purchase Agreement, Assignor has agreed to, and has agreed to cause certain of its Affiliates to, assign, transfer and convey to Assignee all of Assignor's and certain of its Affiliates' right, title, and interest in and to the trademark and service mark registrations and applications set forth on Schedule A hereto (collectively, the "Assigned Trademarks"), pursuant to the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Assignment, the Parties hereby agree as follows:

1. Conveyance. Assignor does hereby assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, together with the goodwill symbolized by any of the foregoing, in each case together with all rights and remedies against past, present, and future infringement or other violation thereof. Without limiting the foregoing, with respect to any Assigned Trademark that is registered to or otherwise in the name of an Affiliate of Assignor, including as indicated on Schedule A hereto, Assignor shall cause such Affiliate to effect the assignment of such Assigned Trademark to Assignee in accordance herewith and subject to the terms and conditions hereof, it being understood and agreed that Assignee shall have the right to use such Assigned Trademark as if assigned to it by Assignor hereunder as of the Effective Date.

2. Recordation. The Parties agree to reasonably cooperate with each other with respect to preparing instruments to record Assignee as the owner of the Assigned Trademarks in the United States Trademark and Trademark Office and any other applicable foreign Governmental Entity or registrar, in each case in form and substance reasonably acceptable to the Parties and in accordance with the applicable Laws of the jurisdiction to which such instrument pertains (with Assignee principally preparing such documents), and Assignee shall have the right and responsibility to record such instrument with the applicable Governmental Entity or registrar, in each case at Assignee's sole cost and expense. Notwithstanding anything to the contrary in any such instrument, to the extent of any conflict or inconsistency between this Assignment and such instrument, this Assignment shall control.

3. Disclaimer of Representations and Warranties. Except as and to the extent set forth in the Purchase Agreement, ASSIGNEE (ON BEHALF OF ITSELF AND EACH OF ITS AFFILIATES) UNDERSTANDS AND AGREES THAT NO PARTY TO THIS ASSIGNMENT IS REPRESENTING OR WARRANTING IN ANY WAY, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, AS TO THE ASSIGNED TRADEMARKS, INCLUDING THE NONINFRINGEMENT OR ABSENCE OF OTHER VIOLATION, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING THE ASSIGNED TRADEMARKS, AND ALL OF THE ASSIGNED TRADEMARKS ARE BEING TRANSFERRED ON AN "AS IS, WHERE IS" BASIS.

4. Further Assurances. Without limitation to Section 2 above, at any time and from time to time hereafter, at any Party's request and expense, each Party shall take any and all steps and shall execute, acknowledge and deliver to the other party any and all future instruments and assurances necessary or reasonably requested in order to more fully carry out the purposes hereof.

5. No Conflict. Notwithstanding anything to the contrary contained in this Assignment, nothing contained in this Assignment is intended to, shall or shall be deemed to supersede, modify, alter, amend, expand upon or otherwise change any of the rights, remedies or obligations of the Parties and their respective Affiliates under the Purchase Agreement.

6. Successors and Assigns. The provisions of this Assignment and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective heirs, beneficiaries, executors, representatives, successors and permitted transferees and assigns.

7. Counterparts. This Assignment may be executed in more than one counterpart, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

8. Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Assignment.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

10. Jurisdiction; Forum, Etc.

(a) The parties hereto agree that the appropriate, exclusive, and convenient forum for any disputes between any of the parties hereto arising out of this Assignment or the transactions contemplated hereby shall be in any court in the State of Delaware and each of the parties hereto irrevocably submits to the jurisdiction of such courts solely in respect of any action or proceeding arising out of or related to this Assignment. The parties hereto further agree that

the parties will not bring suit with respect to any disputes arising out of this Assignment or the transactions contemplated hereby in any court or jurisdiction other than the above specified courts; provided, however, that the foregoing shall not limit (i) Assignor's or any of its Subsidiaries' ability or right to join, implead or otherwise bring any third-party claim against Assignee or any of its Subsidiaries in an action brought against Assignor or any of its Subsidiaries by a third party in a jurisdiction outside of the State of Delaware and Assignee agrees that, pursuant to Section 10(b), Assignee (and its Subsidiaries, as applicable) will submit to such jurisdiction or (ii) Assignee's or any of its Subsidiaries' ability or right to join, implead or otherwise bring any third-party claim against Assignor or any of its Subsidiaries in an action brought against Assignee or any of its Subsidiaries by a third party in a jurisdiction outside of the State of Delaware and Assignor agrees that, pursuant to Section 10(b), Assignor (and its Subsidiaries, as applicable) will submit to such jurisdiction. The parties hereto further agree, to the extent permitted by law, that final and unappealable judgment against a party in any action or proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the State of Delaware by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and amount of such judgment.

(b) To the extent that any party hereto has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, each such party hereby irrevocably (i) waives such immunity in respect of its obligations with respect to this Assignment, and (ii) submits to the personal jurisdiction of any court described in Section 10(a).

(c) THE PARTIES HERETO AGREE THAT THEY HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS ASSIGNMENT.

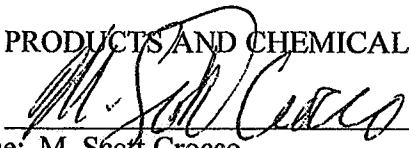
11. Amendment. This Assignment only may be amended, modified or supplemented by an instrument in writing signed by the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

AIR PRODUCTS AND CHEMICALS, INC.

By: 
Name: M. Scott Crocco
Title: Executive Vice President and Chief
Financial Officer

Acknowledged and Accepted:

EVONIK DEGUSSA GMBH

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

AIR PRODUCTS AND CHEMICALS, INC.

By: _____
Name: M. Scott Crocco
Title: Executive Vice President and Chief
Financial Officer

Acknowledged and Accepted:

EVONIK DEGUSSA GMBH

By: _____
Name: *PETRA KOTTMEIER*
Title: *Legal Counsel M&A*

By: *Shanti*
Name: *SHANTI STRAFINGER*
Title: *VP M&A*

*Based on power of attorney dated
30 November 2016*

[Signature Page to Trademark Assignment]

SCHEDULE A TO TRADEMARK ASSIGNMENT

Country Name	Status	Mark Name	Goods	Docket Num.
EU Trademark	Registered	ADURA	CHEMICALS USED IN INDUSTRY; POLYOL COMPOSITIONS FOR USE IN MAKING INDUSTRIAL ORGANIC COATINGS.	122TCM00582
United States	Registered	ADURA	POLYOL COMPOSITIONS FOR USE IN MAKING INDUSTRIAL ORGANIC COATINGS	122TUS00582
Australia	Registered	Airase	Chemical agents, compositions or products for use as water or solvent based deaerators or defoamers in coatings, inks, adhesives, metal working fluids, agrochemicals, concrete coatings and formulations, pulp and paper processing and water treatments. Coatings, inks, adhesives, metal working fluids, agrochemicals, concrete coatings and formulations, pulp and paper processing and water treatments. Silicone or modified polyether silicone containing chemical agents, compositions or products used in the manufacture and application of industrial systems, namely, water or solvent based coatings, inks, adhesives metal working fluids, agrochemicals, concrete coatings and formulations, pulp and paper processing and water treatments. Molecule-based and organic based defoamers for use as chemical agents, compositions or products in the manufacture and application of industrial systems, namely, water or solvent based coatings, inks, adhesives metal working fluids, agrochemicals, concrete coatings and formulations, pulp and paper processing and water treatments.	176TAU00855
Australia	Registered	Airase	Coatings in this class, inks in this class; concrete coatings and formulations in this class.	176TAU00855

Korea South	Registered	SURFYNOL	Foaming agents, petroleum dispersants, defoaming agents, wetting agents, emulsifiers.	113TKSAP147Y
Malaysia	Registered	SURFYNOL	Organic surface active agents for use in industry, namely wetting agents, detergents, emulsifiers, dispersing agents, anti-foaming agents and deairentraing agents.	113TMYAP147Y
Mexico	Registered	SURFYNOL	CHEMICAL PRODUCTS FOR USE IN INDUSTRY; SURFACTANTS AND SURFACE ACTIVE AGENTS	113TMXAP147Y
Norway	Registered	SURFYNOL	CHEMICAL PRODUCTS FOR USE IN INDUSTRY	113TNOAP147Y
Russian Federation	Registered	SURFYNOL	SURFACTANTS AND SURFACE ACTIVE AGENTS.	113TSUAP147Y
South Africa	Registered	SURFYNOL	Chemical products for use in industry; surfactants and surface active agents.	113TZAAP147Y
Switzerland	Registered	SURFYNOL	CHEMICAL PRODUCTS FOR USE IN INDUSTRY	113TCHAP147Y
Taiwan	Registered	SURFYNOL	Chemical products for use in industry, namely organic surface active agents.	113TCTAP147Y
Thailand	Registered	SURFYNOL	surfactants.	113TTHAP147Y
United States	Registered	SURFYNOL	ORGANIC SURFACE ACTIVE AGENTS	113TUSAP147Y
China P.R.	Registered	SURFYNOL in Chinese Characters	chemical products for use in industry, namely organic surface active agents in class 1.	113TRCAP147Y A
Hong Kong	Registered	SURFYNOL in Chinese Characters	chemical products for use in industry, organic surface active agents; all included in Class 1.	113THKAP147Y A
Taiwan	Registered	SURFYNOL in Chinese Characters	Chemical products for use in industry, namely organic surface active agents in Cl. 1	113TCTAP147Y A
Japan	Registered	SURFYNOL in Japanese Characters	CHEMICALS, PHARMACEUTICALS, MEDICAL TREATMENT ACCESSORIES.	113TJAAP147YC
Canada	Registered	SUR-WET	Curing agent for use in epoxy compositions (underwater coatings, grouts, adhesives and mortars, and splash-zone compounds). Curing agent for use in epoxy compositions for use in underwater coatings, grouts, adhesives and mortars, and splash-zone compounds, in the building/construction industries.	176TCA00822