

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BASF CORPORATION		07/17/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EP ENGINEERED CLAYS CORPORATION		
Street Address:	600 East McDowell Road		
City:	Jackson		
State/Country:	MISSISSIPPI		
Postal Code:	39204		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1331507	NEVERGREEN	
CORRESPONDENCE DATA			
Fax Number:	3129779959		
<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:	3129779902		
Email:	ynunez@millermatthiashull.com		
Correspondent Name:	MILLER, MATTHIAS & HULL LLP		
Address Line 1:	ONE NORTH FRANKLIN STREET		
Address Line 2:	SUITE 2350		
Address Line 4:	CHICAGO, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	80010/G1000		
NAME OF SUBMITTER:	NICOLE M. BULMAN		
SIGNATURE:	/Nicole M. Bulman/		
DATE SIGNED:	08/08/2017		
Total Attachments: 5			
source=2017-08-08_IP_Assignment_TM1-US#page1.tif			
source=2017-08-08_IP_Assignment_TM1-US#page2.tif			
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OP \$40.00 1331507

Execution Version

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

RECITALS

This **ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT** (this "**Assignment**") is dated and entered into as of July 17, 2017 (the "Effective Date"), by and between EP Engineered Clays Corporation, a Delaware corporation ("**ASSIGNEE**"), and BASF Corporation, a Delaware Corporation ("**ASSIGNOR**") (each, individually, referred to as a "**Party**," and collectively referred to as the "**Parties**").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement, dated as of April 5, 2017 (the "Purchase Agreement"), under which Assignee acquired certain assets from Assignor, including the Intellectual Property identified on Exhibit A hereto (the "**Assigned Intellectual Property**"). Capitalized terms defined in the Asset Purchase Agreement and not otherwise defined herein are used herein as so defined.

WHEREAS, ASSIGNOR is willing to assign such Assigned Intellectual Property to ASSIGNEE subject to the terms and conditions contained in this Assignment.

NOW, THEREFORE, in consideration of the premises, mutual promises and covenants contained in this Assignment, the Parties agree as follows:

1. DEFINITIONS

For purposes of this Assignment, the following terms shall have the meanings set forth below:

1.1 "Copyrights" means all copyrighted or copyrightable works, mask works, computer software (including both source and object code), data, data bases (including without limitation all expert or proprietary content incorporated therein) and documentation thereof, and copies and tangible embodiments thereof (in whatever form or medium) owned by ASSIGNOR and included in the Assigned Intellectual Property.

1.2 "Intellectual Property" means any of the following to the extent included in the Assigned Intellectual Property: any and all intellectual property including without limitation Inventions, Patents and Patent Applications (defined below), Copyrights, Trademarks (defined below), trade secrets and other confidential information (including without limitation ideas, formulas, compositions, inventions, whether patentable or unpatentable and whether or not reduced to practice, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, proprietary data and information, technical data, financial and marketing plans and customer and supplier lists and information), and any and all rights under trade secret law, unfair competition law, publicity rights law, privacy rights law, and licenses and other conveyances and any and all similar proprietary rights, and any and all renewals, extensions, and restorations thereof, that are now or hereafter in force and effect, whether worldwide or in individual countries or regions.

1.3 "Inventions" means all inventions, whether or not patentable and whether or not reduced to practice, and all improvements thereto that are included in the Assigned Intellectual Property.

1.4 "Patents and Patent Applications" means all patents and patent applications, foreign and domestic, owned by ASSIGNOR and included in the Assigned Intellectual Property, and any and all divisions, continuations, continuations-in-part, reissues, reexaminations, renewals or extensions thereof, that are now or hereafter in force and effect, whether worldwide or in individual countries or regions, and all rights of priority under international conventions, and any letters patent that issue thereon, and any and all rights whether existing now or in the future under patent law (including without limitation patents or patent applications and any utility patent, design patent, patent of importation, patent of addition, certificate of addition, certificate or model of utility, whether domestic or foreign, and all divisions, continuations, continuations-in-part, reissues, reexaminations, renewals or extensions thereof, and any letters patent that issue thereon) based on a patent application filed by the Effective Date.

1.5 "Trademarks" means all internet domain names, trademarks, service marks, trade dress, trade names, slogans, logos and corporate names together with all of the goodwill associated therewith, any Trademark applications, and any and all rights existing now or in the future under trademark law (including without limitation trademark or service mark registrations and applications for registration thereof) based on a trademark registration application filed by the Effective Date, and any and all similar proprietary rights, and any and all renewals, extensions, and restorations thereof, now or hereafter in force and effect, whether worldwide or in individual countries or regions, to the extent any of the same are included in the Assigned Intellectual Property.

2. ASSIGNMENT OF RIGHTS

For good and valuable consideration, ASSIGNOR hereby assigns, transfers and conveys to ASSIGNEE the entire right, title, and interest in the Assigned Intellectual Property described on Exhibit A hereto.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the Intellectual Property rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Patents and Patent Applications, Trademarks (before or after issuance), and Copyrights.

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patents and Patent Applications, Copyrights, and Trademarks promptly upon becoming aware of those facts from a patent, copyright, or trademark office until the patent, copyright, or trademark office correspondence address is changed to that of the ASSIGNEE, and that it will testify in any legal proceeding involving any of the Patents and Patent Applications, Copyrights, and Trademarks, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and do any other acts and deliver any other documents or instruments reasonably requested by ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patents and Patent Applications, Copyrights, and Trademarks and to apply for, and obtain and maintain, rights in or to any other Assigned Intellectual Property if ASSIGNEE pays 100% of the costs associated with such actions.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment as of the date first written above.

EP ENGINEERED CLAYS CORPORATION

By: *Rick Wassom*

Name: Rick Wassom

Title: Interim President

Date: _____

BASF CORPORATION

By: _____

Name: Carlo Bracco

Title: Director, Mergers & Acquisitions,
Catalysts Division

Date: _____

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Assignment as of the date first written above.

EP ENGINEERED CLAYS CORPORATION


By: _____

Name: Rick Wassom

Title: Interim President

Date: _____

BASF CORPORATION

By: 

Name: Carlo Bracco

Title: Director, Mergers & Acquisitions,
Catalysts Division

Date: _____

[Signature Page to the Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006125 FRAME: 0563

Schedule A

Patents

		<i>Bleaching earth product and method for producing and using the same</i>						
Patent Family:		Filing Date	Appl. No.	Publ. Date	Publ. No.	Patent No.	Issue Date	Status
United States of America/Priority		21 Apr 1997	08/837559			6027755	22 Feb 2000	Granted
		<i>Acid activated montmorillonite based filtration aid</i>						
Country/Type		Filing Date	Appl. No.	Publ. Date	Publ. No.	Patent No.	Issue Date	Status
United States of America		11 Dec 2002	10/316737	17 Jun 2004	2004/115330	7582320	01 Sep 2009	Granted
Mexico		08 Dec 2003	05/006276	19 Aug 2005		258822	16 Jul 2008	Granted
Germany (Federal Republic of)		08 Dec 2003	DE 60312225	8 Nov 2007	DE 60312225	60312225.6		Granted (Final)

Unregistered Proprietary Rights

- All Proprietary Rights, including but not limited to know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, and specifications, exclusively related to the Business, in writing, electronically, or on compact disk or any other type of data storage media.

- The trademark "Filtrol," together with goodwill of the business in connection with which the mark Filtrol is used.

Trademarks

Trademark	Territory	Script	Class	Application date	Application no	Registration date	Registration no.	Goods Description
NEVERGREEN, together with the goodwill of the business connected with the use of and symbolized by the mark NEVERGREEN	United States of America	Latin	001	07/13/1984	73489632	04/23/1985	1331507	Clay Used to Remove Chlorophyl from Oil