

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446622

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NORAC, INC.		10/06/2017	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NORAC ADDITIVES LLC		
<b>Street Address:</b>	c/o Peter Greven GmbH & Co. KG		
<b>Internal Address:</b>	Peter-Greven-Strasse 20-30		
<b>City:</b>	Bad Münstereifel		
<b>State/Country:</b>	GERMANY		
<b>Entity Type:</b>	Corporation: GERMANY		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1277613	COAD	
<b>Registration Number:</b>	2315836	N NORAC	
<b>Registration Number:</b>	2176900	NORAC	
<b>Registration Number:</b>	2678577	NORSTAB	
<b>Registration Number:</b>	2176898	MATHE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2604601700		
<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>			
<b>Phone:</b>	260-424-8000		
<b>Email:</b>	int eas@faegrebd.com		
<b>Correspondent Name:</b>	BRIAN S. BAILEY / MICKIE POTTER		
<b>Address Line 1:</b>	110 WEST BERRY STREET		
<b>Address Line 2:</b>	SUITE 2400		
<b>Address Line 4:</b>	FORT WAYNE, INDIANA 46802		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Brian S. Bailey		
<b>Address Line 1:</b>	FAEGRE BAKER DANIELS		
<b>Address Line 2:</b>	110 West Berry St., Suite 2400		

OP \$140.00 1277613

<b>Address Line 4:</b> Fort Wayne, INDIANA 46802	
<b>NAME OF SUBMITTER:</b>	PATRICE MICHELE POTTER
<b>SIGNATURE:</b>	/patrice michele potter/
<b>DATE SIGNED:</b>	10/10/2017
<b>Total Attachments: 5</b> source=Norac_IP_Assignment#page1.tif source=Norac_IP_Assignment#page2.tif source=Norac_IP_Assignment#page3.tif source=Norac_IP_Assignment#page4.tif source=Norac_IP_Assignment#page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”), dated as of the 6<sup>th</sup> day of October, 2017 (the “**Effective Date**”), is between NORAC, INC., a New Jersey corporation having a principal place of business located at 813 Towne Center Drive, Pomona, CA 91767 (“**Assignor**”) and NORAC ADDITIVES LLC, a corporation organized and existing under the laws of the State of Delaware having a principal place of business located at c/o Peter Greven GmbH & Co. KG, Peter-Greven-Straße 20-30, 53902 Bad Münstereifel, Germany (“**Assignee**”), with reference to the facts and circumstances set forth below. The Assignment is effective upon execution by Assignor and Assignee and is being delivered pursuant to the terms of the Asset Purchase Agreement dated September 30, 2017 (the “**Asset Purchase Agreement**”) between Assignor and Assignee.

### RECITALS

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby conveys, transfers, assigns and delivers to Assignee, and Assignee hereby accepts, all right, title and interest in and to the trademarks set forth in Exhibit A attached hereto (the “**Marks**”), together with the goodwill associated therewith throughout the world and all common law and statutory right, title and interest in and to the Marks, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Marks throughout the world, and all products, proceeds and revenues arising from or relating to any and all of the foregoing (the “**Assigned IP**”). Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and service mark registration in connection with the Marks, and to secure in its own name the registrations granted thereon throughout the world.

2. Further Actions. Assignor hereby authorizes the Commissioner of Trademarks to record and register this Intellectual Property Assignment upon request of Assignee. Following the date hereof, upon Assignee’s reasonable request and at Assignee’s sole cost and expense, Assignor agrees to take such steps and actions, and provide such cooperation and assistance to Assignee, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which

reference is made for further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded by this Assignment but shall remain in full force and effect to the full extent provided in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms of this Assignment, the terms of the Asset Purchase Agreement shall govern.

4. Amendment and Waiver. This Assignment may not be amended or modified unless mutually agreed upon in writing by Assignor and Assignee, and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Assignment will not operate or be construed as a waiver of any subsequent breach. This Assignment is made without reliance on any promises or representations other than those expressly contained in this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. Headings. The headings in this Assignment are for reference only and shall not affect the interpretation of this Assignment.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

9. Joint Work Product. This Assignment shall be deemed the joint work product of Assignor and Assignee without regard to the identity of the draftsman, and any rule of construction that a document shall be interpreted or construed against the drafting party shall not be applicable.

[Execution Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have each duly executed this Intellectual Property Assignment as of the Effective Date.

ASSIGNOR

ASSIGNEE

NORAC, INC.

NORAC ADDITIVES LLC

By: Wallace M. Elorby

By: \_\_\_\_\_

Printed Name: WALLACE M. ELORBY

Printed Name: \_\_\_\_\_

Title: PRESIDENT

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have each duly executed this Intellectual Property Assignment as of the Effective Date.

**ASSIGNOR**

NORAC, INC.

By: \_\_\_\_\_

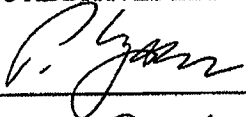
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ASSIGNEE**

NORAC ADDITIVES LLC

By:  \_\_\_\_\_

Printed Name: Peter Grevon

Title: Manager

Date: \_\_\_\_\_

**EXHIBIT A**

**MARKS**

<b>Trademark</b>	<b>U.S. Trademark Registration or Application Number</b>	<b>U.S. Registration or Application Date</b>
COAD	1,277,613	May 15, 1984
N NORAC (stylized)	2,315,836	February 8, 2000
NORAC	2,176,900	July 28, 1998
NORSTAB	2,678,577	January 21, 2003
MATHE	2,176,898	July 28, 1998

150216.00101/106101124v.6  
150216.00101/106101124v.6