

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/08/2017		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Century Chemical Corporation		09/28/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	DuBois Chemicals, Inc.		
Street Address:	3630 East Kemper Road		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45241		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2062680	C CONDITIONER	
Registration Number:	2054232	C-ADDITIVE	
Registration Number:	2170651	C CENTURY CHEMICAL CORPORATION	
Registration Number:	2004357	C-LUBE EX	
CORRESPONDENCE DATA			
Fax Number:	5139778141		
<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:	5139778527		
Email:	april.besl@dinsmore.com		
Correspondent Name:	April L. Besl		
Address Line 1:	255 E. 5th Street, Suite 1900		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	April L Besl		
SIGNATURE:	/April L Besl/		
DATE SIGNED:	10/12/2017		
Total Attachments: 4			
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this 28th day of September, 2017, by and among DuBois Chemicals, Inc., a Delaware corporation (“**Buyer**”), and Century Chemical Corp., an Illinois corporation (“**Seller**”), and is entered into pursuant to that certain Asset Purchase Agreement dated as of September 8, 2017 (the “**Purchase Agreement**”) by and between Buyer, Seller, and Patrick J. Connor, as the Shareholder.

WHEREAS, pursuant to the Purchase Agreement, Seller agreed to sell, assign, transfer and deliver to Buyer, and Buyer agreed, among other things, to purchase, acquire and assume from Seller, free and clear of any and all Encumbrances, all of Seller’s right, title and interest in and to the Purchased Assets;

WHEREAS, pursuant to the Purchase Agreement, the Purchased Assets include all Contracts;

WHEREAS, the Closing on the transactions set forth in the Purchase Agreement occurred on September 8, 2017;

WHEREAS, the Seller and various employees of Seller entered into certain Assignment Agreements and certain Bonus, Release, and Assignment Agreements, both prior to and after the Closing, all of which Seller desires to assign to Buyer, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the mutual promises set forth below, Buyer and Seller, hereby agree as follows:

1. Assignment and Assumption of Assumed Liabilities. Subject to Sections 2.02, 2.03 of the Purchase Agreement, and except for Seller’s obligations to pay bonuses, which are and shall remain an Excluded Liability, Seller hereby assigns and transfers unto Buyer effective as of the Closing the Employee IP Assignment Agreements, and all rights associated therewith, and Buyer hereby accepts such transfer and assignment. Buyer does not hereby, and will not, assume the Excluded Liabilities, and it is expressly understood and agreed that the Excluded Liabilities, including without limitation any obligations to pay employees bonuses or other compensation as set forth in the Employee IP Assignment Agreements shall remain the sole obligations of Seller. Despite the assignment set forth herein, the parties further agree that Seller, Buyer, and all of the other released parties referenced in the Employee IP Assignment Agreements shall each benefit from and be entitled to enforce the releases in the agreements against the employees identified therein. The term “Employee IP Assignment Agreements” shall collectively mean and refer to the following agreements between the Seller and the following individuals: Assignment Agreement with Patrick J. Connor dated September 8, 2017, Bonus, Release, and Assignment Agreement with Jim Schneider Jr. dated September 12, 2017, Bonus, Release, and Assignment Agreement with Donald Calvert dated September 18, 2017, Bonus, Release, and Assignment Agreement with Borislava Nikolovski dated September 12, 2017, that Bonus, Release and Assignment Agreement with Anthony LaMarca dated September 15, 2017, and that Bonus, Release and Assignment Agreement with Dan Blazo dated September 12, 2017.

2. Further Documents. Seller, on the one hand, and Buyer, on the other hand, hereby agree, from time to time, at the reasonable request of the other to execute and deliver such other instruments for conveyance, transfer and assumption, to confirm Buyer's title to the Purchased Assets and take such other actions as the other may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement.

3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

5. Governing Law; Venue. This Agreement 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).

6. Purchase Agreement Controls. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets and the Assigned Contracts are incorporated herein by this reference. This Agreement is executed pursuant to the terms of the Purchase Agreement, and is intended to implement and be consistent with the terms and conditions of the Purchase Agreement. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. If any of the provisions hereof conflict with the provisions of the Purchase Agreement, the Purchase Agreement shall control.

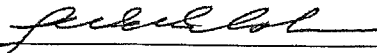
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IN WITNESS WHEREOF, this Assignment Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

BUYER:

DUBOIS CHEMICALS, INC.

By: 
Name: Jeff W. Welsh
Title: President and Chief Executive
Officer

SELLER:

CENTURY CHEMICAL CORP.

By: _____
Name: Patrick J. Connor
Title: President

[Signature Page Assignment Agreement]

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BUYER:

DUBOIS CHEMICALS, INC.

By: _____

Name: Jeff W. Welsh

Title: President and Chief Executive
Officer

SELLER:

CENTURY CHEMICAL CORP.

By:  _____

Name: Patrick J. Connor

Title: President

[Signature Page Assignment Agreement]