

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INFINEUM INTERNATIONAL LIMITED		07/07/2017	Limited Liability Company: ENGLAND
RECEIVING PARTY DATA			
Name:	FUNCTIONAL PRODUCTS, INC.		
Street Address:	8282 BAVARIA ROAD		
City:	MACEDONIA		
State/Country:	OHIO		
Postal Code:	44056		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0678693	PARATAC	
Registration Number:	0347624	PARATAC	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	734-623-1906		
Email:	CMITCHELL@DICKINSONWRIGHT.COM		
Correspondent Name:	CHRISTOPHER A. MITCHELL		
Address Line 1:	350 S. MAIN STREET, SUITE 300		
Address Line 4:	ANN ARBOR, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	59625-17 18		
NAME OF SUBMITTER:	CHRISTOPHER A. MITCHELL		
SIGNATURE:	/CHRISTOPHER A. MITCHELL/		
DATE SIGNED:	10/24/2017		
Total Attachments: 7			
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Trademark Assignment and Assumption Agreement (AG2017M080)

This Trademark Assignment and Assumption Agreement ("Assignment Agreement") dated as of July 7, 2017, is made by Infineum International Limited ("Assignor"), an English private limited liability company registered in England under number 03623664, located at Corporate Centre, PO Box 1, Milton Hill, Abingdon, Oxfordshire OX13 6BB, England, in favor of Functional Products, Inc. ("Assignee"), a corporation organized under the laws of the State of Ohio, USA, located at 8282 Bavaria Road, Macedonia, Ohio 44056.

WHEREAS, Assignor and Assignee have, together with Infineum USA L.P., entered into a certain Asset Purchase Agreement dated as of July 7, 2017 (as amended, the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign its rights, title and interests in the Trade Mark as defined below, together with the goodwill of the business connected in and to the Trade Mark, if any.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby transfers and assigns to the Assignee, from the date of this Assignment Agreement:

(a) The trademark "PARATAC" ("Trade Mark") and all registrations of the Trade Mark including those as set forth in the Schedule hereto; and

(b) all rights of action and benefits arising from the ownership of the Trade Mark including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising on or after the date of this Assignment Agreement.

Terms of the Purchase Agreement. The terms of the Purchase Agreement, including the representations and warranties, relating to the Trade Mark are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations and warranties contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Save as set out in the Purchase Agreement, Assignor makes no other representations, warranties, agreements, covenants or indemnities, whether express or implied in relation to validity, use or enforcement of the Trade Mark.

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


Counterparts. This Agreement 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 Agreement 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 Agreement.

Further Assurances. The Assignee shall be responsible for recording this assignment on the relevant trade mark registers and, from the date of this Assignment Agreement, for payment of any renewal or other fees that fall due after the date of this Assignment Agreement in respect of the registrations listed in the Schedule. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement, including without limitation any separate assignment agreements that may be necessary or advisable for recording in the trade mark registers of any of the countries listed on the Exhibit to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

INFINEUM INTERNATIONAL LIMITED

By: 
Name: CHRISTOPHER LOCKE
Title: VICE PRESIDENT, MARKETING AND TECHNOLOGY

FUNCTIONAL PRODUCTS, INC.

By: _____
Name: _____
Title: _____

Counterparts. This Agreement 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 Agreement 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 Agreement.

Further Assurances. The Assignee shall be responsible for recording this assignment on the relevant trade mark registers and, from the date of this Assignment Agreement, for payment of any renewal or other fees that fall due after the date of this Assignment Agreement in respect of the registrations listed in the Schedule. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement, including without limitation any separate assignment agreements that may be necessary or advisable for recording in the trade mark registers of any of the countries listed on the Exhibit to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

INFINEUM INTERNATIONAL LIMITED

By: _____

Name: _____

Title: _____

FUNCTIONAL PRODUCTS, INC.

By: S. Trevor Ferger

Name: S. TREVOR FERGER

Title: CHAIRMAN

SCHEDULE

TRADE MARK REGISTRATIONS

Full Mark Name	Country	Current Owner	Classes	Current Reg No.	Current Reg Date	Renewal Date
PARATAC	Argentina	INFINEUM INTERNATIONAL LIMITED	1	2267645	13-Jan-09	13-Jan-19
PARATAC	Argentina	INFINEUM INTERNATIONAL LIMITED	4	2270300	30-Jan-09	30-Jan-19
PARATAC	Australia	INFINEUM INTERNATIONAL LIMITED	1	600890	23-Apr-83	23-Apr-20
PARATAC	Australia	INFINEUM INTERNATIONAL LIMITED	4	181647	20-Aug-48	20-Aug-24
PARATAC	Austria	INFINEUM INTERNATIONAL LIMITED	1	48945	03-Oct-62	31-Oct-22
PARATAC	Bangladesh	INFINEUM INTERNATIONAL LIMITED	1	7925	17-Apr-61	17-Apr-23
PARATAC	Benelux	INFINEUM INTERNATIONAL LIMITED	1, 4	110912	31-Dec-71	31-Dec-25
PARATAC	Brazil	INFINEUM INTERNATIONAL LIMITED	1,90	819146161	22-Sep-98	22-Sep-18
PARATAC	Brazil	INFINEUM INTERNATIONAL LIMITED	4	002036860	29-Nov-47	29-Nov-17
PARATAC	Bulgaria	INFINEUM INTERNATIONAL LIMITED	1, 4	6355	29-Jul-68	29-Jul-18
PARATAC	Canada	INFINEUM INTERNATIONAL LIMITED	1, 4	152764	25-Aug-67	25-Aug-27
PARATAC	Chile	INFINEUM INTERNATIONAL LIMITED	1	979102	25-Jun-02	25-Jun-22
PARATAC	Colombia	INFINEUM INTERNATIONAL LIMITED	1	21672	27-May-47	27-May-27
PARATAC	Colombia	INFINEUM INTERNATIONAL LIMITED	4	21672A	27-May-47	27-May-27
PARATAC	Czech Republic	INFINEUM INTERNATIONAL LIMITED	4	158889	12-Jun-68	12-Jun-18
PARATAC	Czech Republic	INFINEUM INTERNATIONAL LIMITED	1	311052	17-Mar-10	29-Sep-18
PARATAC	Denmark	INFINEUM INTERNATIONAL LIMITED	1	VR193701150	31-Dec-37	31-Dec-17
PARATAC	Estonia	INFINEUM INTERNATIONAL LIMITED	1, 4	8751	03-Mar-94	03-Mar-24

PARATAC	European Union	INFINEUM INTERNATIONAL LIMITED	1, 17, 4	148247	17-Jun-98	30-Apr-28
PARATAC	Finland	INFINEUM INTERNATIONAL LIMITED	1	34751	02-Feb-60	02-Feb-20
PARATAC	France	INFINEUM INTERNATIONAL LIMITED	1	1718086	25-Apr-90	30-Apr-20
PARATAC	Georgia	INFINEUM INTERNATIONAL LIMITED	1, 4	2405	17-Jun-98	17-Jun-26
PARATAC	Germany	INFINEUM INTERNATIONAL LIMITED	1	620562	26-May-50	31-May-20
PARATAC	Greece	INFINEUM INTERNATIONAL LIMITED	1, 2	44617	22-Jul-70	22-Jul-20
PARATAC	Hong Kong	INFINEUM INTERNATIONAL LIMITED	6	879/1966	19-May-65	19-May-24
PARATAC	Hungary	INFINEUM INTERNATIONAL LIMITED	4	119684	03-Nov-37	03-Nov-17
PARATAC	Hungary	INFINEUM INTERNATIONAL LIMITED	4	120698	28-Sep-78	28-Jun-18
PARATAC	India	INFINEUM INTERNATIONAL LIMITED	1	201722	10-Apr-61	10-Apr-20
PARATAC	International ^d	INFINEUM INTERNATIONAL LIMITED	1	446499B	23-Jul-79	23-Jul-19
PARATAC	Ireland	INFINEUM INTERNATIONAL LIMITED	1, 4	57901	10-Mar-55	09-Mar-17
PARATAC	Italy	INFINEUM INTERNATIONAL LIMITED	1, 4	1297958	06-Nov-37	06-Nov-17
PARATAC	Japan	INFINEUM INTERNATIONAL LIMITED	1	3292775	25-Apr-97	25-Apr-27
PARATAC	Japan	INFINEUM INTERNATIONAL LIMITED	4	669160	03-Mar-65	03-Mar-25
PARATAC	Latvia	INFINEUM INTERNATIONAL LIMITED	1, 4	M14479	20-Apr-94	10-Feb-23
PARATAC	Lithuania	INFINEUM INTERNATIONAL LIMITED	1, 4	7464	22-Jun-93	29-Jan-23
PARATAC	Macao	INFINEUM INTERNATIONAL LIMITED	1	1750-M	25-Jan-88	25-Jan-19
PARATAC	Malaysia	INFINEUM INTERNATIONAL LIMITED	1	M/35457	20-Apr-96	20-Apr-20
PARATAC	Mexico	INFINEUM INTERNATIONAL LIMITED	1	119688	10-Apr-64	01-Apr-24
PARATAC	Montenegro	INFINEUM INTERNATIONAL LIMITED	1, 4	04239PP	16-Jan-69	16-Jan-19
PARATAC	New Zealand	INFINEUM INTERNATIONAL LIMITED	4	47573	04-Mar-49	04-Mar-22

PARATAC	Norway	INFINEUM INTERNATIONAL LIMITED	1	25614	04-Nov-37	04-Nov-17
PARATAC	Pakistan	INFINEUM INTERNATIONAL LIMITED	1	34353	17-Apr-61	17-Apr-23
PARATAC	Peru	INFINEUM INTERNATIONAL LIMITED	1	91722	18-Jun-91	18-Jun-26
PARATAC	Portugal	INFINEUM INTERNATIONAL LIMITED	1	201396	19-Sep-80	19-Sep-20
PARATAC	Romania	INFINEUM INTERNATIONAL LIMITED	1	4R003005	03-Nov-12	03-Nov-22
PARATAC	Russian Federation	INFINEUM INTERNATIONAL LIMITED	1, 4	51119	05-Apr-74	05-Apr-24
PARATAC	Sabah	EXXONMOBIL CORPORATION ²	1	8658	02-Apr-62	02-Apr-21
PARATAC	Sarawak	INFINEUM INTERNATIONAL LIMITED	1	4157	09-May-62	09-May-21
PARATAC	Saudi Arabia	INFINEUM INTERNATIONAL LIMITED	1	86/36	22-Apr-79	06-Jun-18
PARATAC	Serbia-Montenegro	INFINEUM INTERNATIONAL LIMITED	1, 4	18074	16-Jan-69	16-Jan-19
PARATAC	Singapore	INFINEUM INTERNATIONAL LIMITED	1	28444	20-Apr-61	20-Apr-26
PARATAC	Slovak Republic	INFINEUM INTERNATIONAL LIMITED	4	158889	12-Jun-68	12-Jun-18
PARATAC	Slovak Republic	INFINEUM INTERNATIONAL LIMITED	1	224533	17-Apr-09	26-Sep-18
PARATAC	South Africa	INFINEUM INTERNATIONAL LIMITED	1	306/57/1	04-Feb-57	04-Feb-21
PARATAC	South Africa	INFINEUM INTERNATIONAL LIMITED	4	306/57/2	04-Feb-57	04-Feb-21
PARATAC	Spain	INFINEUM INTERNATIONAL LIMITED	1	755809	16-Feb-77	06-Jun-24
PARATAC	Spain	INFINEUM INTERNATIONAL LIMITED	4	755810	03-Jul-78	06-Jun-24
PARATAC	Sweden	INFINEUM INTERNATIONAL LIMITED	1	49158	15-Nov-37	15-Nov-17
PARATAC	Switzerland	INFINEUM INTERNATIONAL LIMITED	1	408963	29-Mar-93	29-Mar-23
PARATAC	Taiwan	INFINEUM INTERNATIONAL LIMITED	1	770776	18-Aug-97	15-Aug-17
PARATAC	Thailand	INFINEUM INTERNATIONAL LIMITED	1	52021	03-Nov-95	03-Nov-25
PARATAC	Thailand	INFINEUM INTERNATIONAL LIMITED	4	185883	22-Feb-62	21-Feb-22

PARATAC	Turkey	INFINEUM INTERNATIONAL LIMITED	01, 04	80471	28-Mar-74	28-Mar-24
PARATAC	Ukraine	INFINEUM INTERNATIONAL LIMITED	1, 4	5714	30-Jun-84	05-Apr-24
PARATAC	Great Britain	INFINEUM INTERNATIONAL LIMITED	1	580962	29-Oct-37	29-Oct-17
PARATAC	Great Britain	INFINEUM INTERNATIONAL LIMITED	4	637551	31-May-45	31-May-18
PARATAC	Uruguay	INFINEUM INTERNATIONAL LIMITED	1	466.384	29-Jul-40	08-Sep-25
PARATAC	Venezuela	EXXONMOBIL CORPORATION ²	6	49286	10-Mar-65	10-Mar-15
PARATAC	Zimbabwe	INFINEUM INTERNATIONAL LIMITED	1, 17	971/57	31-Dec-67	31-Dec-18
PARATAC	United States	INFINEUM INTERNATIONAL LIMITED	1	678693	19-May-59	19-May-19
PARATAC	United States	INFINEUM INTERNATIONAL LIMITED	1	347624	29-Jun-37	29-Jun-27
PARATAC	International ³	DEUTSCHE INFINEUM GmbH	1	446499	23-Jul-79	23-Jul-19

Footnotes:

¹ Renewal request filed and fee paid at relevant trade mark office, awaiting renewal certificate.

² Request for recordal of assignment to Infineum International Limited filed at relevant trade mark office, awaiting confirmation of recordal on Register.

³The International registration in the name of Infineum International Limited covers the following jurisdictions: Egypt, Austria, Benelux, Germany, France, Slovenia, San Marino, Serbia, Vietnam, Croatia, Morocco, Hungary, Italy, Lithuania, Macedonia, Monaco and Montenegro.

⁴The International registration in the name of Deutsche Infineum GmbH covers Algeria only.