

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447826

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.		10/05/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Versum Materials US, LLC		
Street Address:	8555 S. River Parkway		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85284		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1347953	AIROPAK	
Registration Number:	1565620	AIROPAK	
Registration Number:	1078178	EXTREMA	
Registration Number:	1529406	M DOT	
Registration Number:	1595894	TOMCATS	
CORRESPONDENCE DATA			
Fax Number:	6106401965		
<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>			
Email:	trademarks@stradley.com		
Correspondent Name:	Stradley Ronon Stevens & Young, LLP		
Address Line 1:	30 Valley Stream Parkway		
Address Line 4:	Malvern, PENNSYLVANIA 19355		
NAME OF SUBMITTER:	Allison Z. Gifford		
SIGNATURE:	/allison z gifford/		
DATE SIGNED:	10/19/2017		
Total Attachments: 3			
source=Trademark Assignment - Versum Materials US LLC#page1.tif			
source=Trademark Assignment - Versum Materials US LLC#page2.tif			

CH \$140.00 1347953

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 29th day of October, 2016 by Air Products and Chemicals, Inc., a Delaware corporation ("Assignor") to Versum Materials US, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole owner of the Transferred Trademarks identified and set forth on Schedule A;

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Transferred Trademarks; and

WHEREAS, Assignee has agreed to purchase from Assignor all of its right, title, and interest in, to, and under the Transferred Trademarks.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in this document), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of Assignor's respective right, title, and interest in, to, and under the Transferred Trademarks, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Director of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Transferred Trademarks to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Transferred Trademarks.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance, and transfer of the Transferred Trademarks hereunder.

This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely within such Commonwealth, without regard to the conflicts of law principles of such Commonwealth.

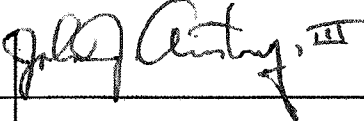
This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR

Dated: October 5, 2017

Air Products and Chemicals, Inc.

By: 

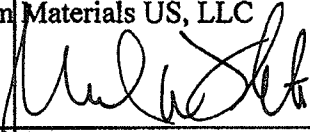
Name: John J. Armstrong, III

Title: Associate General Counsel,
Commercial and Intellectual Property

ASSIGNEE

Dated: October 11, 2017

Versum Materials US, LLC

By: 

Name: Michael Valente

Title: SVP Law and Human Resources

SCHEDULE A

TRANSFERRED TRADEMARKS

U.S. Trademark Registrations:

Mark:	Serial No.	Filing Date	Registration No.	Registration Date
AIROPAK	73/512,014	12/4/1984	1,347,953	7/9/1985
AIROPAK	73/768,017	12/8/1988	1,565,620	11/14/1989
EXTREMA	73/105,937	11/5/1976	1,078,178	11/29/1977
M DOT	73/698,639	11/20/1987	1,529,406	3/14/1989
TOMCATS	73/742,399	7/26/1988	1,595,894	5/15/1990