

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451692

<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>
BAYER INTELLECTUAL PROPERTY GMBH		12/30/2016	Corporation: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SOCIETE D'EXPLOITATION DES PRODUITS POUR LES INDUSTRIES CHIMIQUES, SEPPIC SA		
<b>Street Address:</b>	75 quai d'Orsay		
<b>City:</b>	Paris		
<b>State/Country:</b>	FRANCE		
<b>Postal Code:</b>	75007		
<b>Entity Type:</b>	Société Anonyme (Sa): FRANCE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86864861	ROSABORA	
<b>Serial Number:</b>	87211531	SUBLIGANA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7136248950		
<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>	713-624-8953		
<b>Email:</b>	NEVA.DARE-SC@AIRLIQUIDE.COM		
<b>Correspondent Name:</b>	AIR LIQUIDE USA LLC		
<b>Address Line 1:</b>	9811 KATY FREEWAY		
<b>Address Line 2:</b>	SUITE 100		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77024		
<b>NAME OF SUBMITTER:</b>	Neva Dare		
<b>SIGNATURE:</b>	/Neva Dare/		
<b>DATE SIGNED:</b>	11/21/2017		
<b>Total Attachments: 8</b>			
source=SERDEX 17 01 13 12 Bayer and Seppic Trademarks Assignment Agreement#page1.tif			
source=SERDEX 17 01 13 12 Bayer and Seppic Trademarks Assignment Agreement#page2.tif			

CH \$65.00 86864861

source=SERDEX 17 01 13 12 Bayer and Seppic Trademarks Assignment Agreement#page3.tif  
source=SERDEX 17 01 13 12 Bayer and Seppic Trademarks Assignment Agreement#page4.tif  
source=SERDEX 17 01 13 12 Bayer and Seppic Trademarks Assignment Agreement#page5.tif  
source=SERDEX 17 01 13 12 Bayer and Seppic Trademarks Assignment Agreement#page6.tif  
source=SERDEX 17 01 13 12 Bayer and Seppic Trademarks Assignment Agreement#page7.tif  
source=SERDEX 17 01 13 12 Bayer and Seppic Trademarks Assignment Agreement#page8.tif

## TRADEMARKS ASSIGNMENT AGREEMENT

between

**Bayer Consumer Care AG**  
Peter-Merian-Str. 84  
4002 Basel  
Switzerland

- hereinafter referred to as BCC -,

**Bayer Intellectual Property GmbH**  
Alfred-Nobel-Str. 10  
40789 Monheim  
Germany

- hereinafter referred to as BIP -,

**Bayer AG**  
Kaiser-Wilhelm-Allee 1  
51368 Leverkusen  
Germany

- hereinafter referred to as BAG -,

and

**Société d'Exploitation des Produits pour les Industries Chimiques, SEPPIC SA**  
75, quai d'Orsay 75007 Paris  
France

- hereinafter referred to as Purchaser -

BCC, BIP, BAG and PURCHASER are hereinafter individually or collectively referred to as the "Parties".

En accord avec les parties, les présentes ont été reliées par le procédé ASSEMBLACT R.C empêchant toute substitution ou addition et sont seulement signées à la dernière page.

## **Recitals**

WHEREAS, BAG's affiliated company Bayer HealthCare SAS (hereinafter referred to as "BHC") and Purchaser have entered into a Business Sale and Purchase Agreement dated 28 November 2016 (hereinafter referred to as "BSPA") by which BHC agrees to sell and/or cause its Affiliates to sell certain Assets (as defined in the BSPA) to SPPC SAS (as defined in the BSPA) on the Completion Date (as defined in the BSPA); and

WHEREAS, BAG, BIP and BCC are the respective registered owners of the trademark registrations and pending applications listed in **Schedule 1** to this Trademarks Assignment Agreement (hereinafter referred to as the "Trademarks") which are all registered on behalf and to the benefit of BCC; and

WHEREAS, BCC is the beneficiary owners of the Trademarks; and

WHEREAS, BAG, BIP and BCC herewith assign all of their rights, title, and interest in and to the Trademarks to Purchaser.

**NOW THEREFORE, the PARTIES of this Trademarks Assignment Agreement agree as follows:**

### **1. TRANSFER OF TRADEMARKS**

- 1.1 BAG, BCC and BIP herewith absolutely assign and transfer to Purchaser or its nominated representative any and all right, title and interest in and to the Trademarks. Purchaser hereby accepts this transfer and assignment. The transfer and assignment under this Trademarks Assignment Agreement shall take effect upon signature of this Trademarks Assignment Agreement by the PARTIES. This transfer and assignment also includes the right to sue for and to recover damages and other remedies in respect of any infringement of or acts of passing off with respect to the Trademarks which may have occurred before the date of this Trademarks Assignment Agreement.
- 1.2 BAG, BCC and BIP shall deliver to Purchaser or its nominated representative all records and files relating to the Trademarks as soon as reasonably practicable after the Completion Date.

### **2. RECORDATION OF TRADEMARK TRANSFER**

- 2.1 Purchaser shall be responsible for the registration of the transfer of the Trademarks in the official registers and for compliance with any deadlines for doing so. Purchaser shall be responsible for the preparation of all documents necessary for the recordation of the transfer of the Trademarks. All costs shall be borne by Purchaser. BAG, BIP and BCC shall on Purchaser's request and at Purchaser's expense, but only if such request was made within a period of nine (9) month after the Completion Date, do and execute or arrange for the doing and execution of all acts, deeds and documents reasonably necessary for the recordation of the transfer of the Trademarks.
- 2.2 After the Completion Date, BAG, BIP and BCC, respectively, shall hold the Trademarks as nominee and trustee for and on behalf of Purchaser and shall use their reasonable endeavors (subject to reimbursement of their out of pocket costs by Purchaser) to maintain the Trademarks until the transfer of the Trademarks is recorded, but for no longer than twelve (12) months after the Completion Date. Thereafter, BAG, BIP and BCC shall only be obliged to take action in order to maintain and renew the Trademarks on the explicit instruction and costs of Purchaser if the documents required for the transfer of the Trademarks and to be executed by BAG, BIP and/or BCC have been provided by Purchaser within nine (9) months after the Closing Date. If a third party initiates proceedings within the afore set period challenging the validity of the Trademarks or opposing the registration of a pending application, BAG, BIP and/or BCC, respectively, shall provide to Purchaser (at Purchaser's sole costs and expense) all assistance reasonably necessary in order to defend the Trademarks.

- 2.3 If BAG, BIP and/or BCC should be unable to fulfil the transfer of any of the Trademarks, BAG, BIP and BCC undertake to grant to Purchaser a royalty-free, perpetual, irrevocable and exclusive license to use any of such Trademarks in the relevant territory.

### **3. VALIDITY OF THE TRADEMARKS**

- 3.1 The Trademarks shall be transferred under their current legal status.
- 3.2 Any warranty or liability of BAG, BIP and/or BCC for the validity of the Trademarks and for any defects in title shall be exclusively governed by the provisions of the BSPA.
- 3.3 The Purchaser has been fully informed of the registration situation, of the past use of the Trademarks and of the products distributed under the Trademarks. The Purchaser in particular is aware that the Trademarks have been used in close association with the name Bayer and the Bayer logo (i.e. the Bayer Cross). The Purchaser shall ensure that no risk of deception of the customers or other involved parties with respect to the origin and quality of the products distributed by it arises from its intended usage of the Trademarks. The Purchaser shall hold BAG, BCC and BIP harmless with respect to all claims which could be made against BAG, BCC and/or BIP by third parties on the bases of the use of the Trademarks by Purchaser. Purchaser shall not use the Bayer name and or the Bayer Cross, third party names, trademarks or logos in conjunction with the Trademarks which could be confused with the Bayer name and/or the Bayer logo.

### **4. PURCHASE PRICE**

- 4.1 The consideration to be paid by Purchaser to BCC (the beneficial owner of all Trademarks) for the sale and assignment of the Trademarks (the "Purchase Price") shall correspond to an amount equal to € 150,000 (in words: Euro one hundred and fifty thousands).
- 4.2 The Purchase Price shall become due and payable at the Completion Date and shall be paid in Euro to an account designated by BCC.
- 4.3 The Purchase Price shall bear interest (Zinsen) at a rate of five (5) percentage points above the then applicable 1-month EURIBOR (act/360) as published by Reuters two (2) Business Days (as such term is defined in the BSPA) prior to the Completion Date at or around 11:00 CET, applicable for the period from and excluding the Completion Date to the actual date of payment, and including it.
- 4.4 All agreed consideration is exclusive of Value Added Tax ("VAT"). VAT applies and shall be invoiced additionally according to the applicable VAT law and shall be paid after receipt of a correct invoice in accordance with the applicable VAT law, if such VAT-amount is payable to the respective tax authority.
- 4.5 Any Party required to make a payment under this Trademarks Assignment Agreement shall be entitled to deduct and withhold from the amount payable the tax which the paying Party is liable for under any provisions of applicable tax law. No deduction shall be made nor shall a reduced amount be deducted if the paying Party is timely furnished by the payee Party with all documents required for the application of a zero or reduced rate according to the respective double taxation treaty. Any withheld tax shall be treated as having been paid by the paying Party to the payee Party for all purposes of this Trademarks Assignment Agreement. The paying Party shall timely forward the tax receipts certifying the payments of withholding tax on behalf of the payee Party. Any assignment of this Trademarks Assignment Agreement by the paying Party, to the extent allowed by this Trademarks Assignment Agreement, which causes a higher withholding tax rate as is applicable without the assignment, shall be borne by the paying Party unless the payee Party has approved such assignment.

4.6 Any Transfer Taxes shall be borne by the Purchaser. Transfer Taxes shall be defined as any federal, state, county, local, foreign and other sales, use, transfer, excise, conveyance, documentary transfer, stamp duty, registration, recording or similar tax, fee or charge imposed in connection with the transactions contemplated by this IP Trademarks Assignment Agreement or the recording of any assignment or other evidence of sale, transfer or assignment of property (or any interest therein) affected pursuant to this Trademarks Assignment Agreement; provided however, Transfer Taxes shall not include any VAT.

## 5. MISCELLANEOUS


5.1 In the event that one or more provisions of this Trademarks Assignment Agreement shall or shall deem to be invalid or unenforceable, the validity and enforceability of the other provisions of this Trademarks Assignment Agreement shall not be affected thereby. In such case, the Parties hereto agree to recognize and give effect to such valid enforceable provision or provisions which correspond as closely as possible with the commercial intent of the Parties. The same applies, *mutatis mutandis*, to any omission (*Vertragslücken*) in this Trademarks Assignment Agreement.

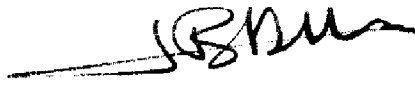
5.2 This Trademarks Assignment Agreement, including this clause 5.2 hereof, shall only be amended by a written instrument signed by all Parties.


5.3 This Trademarks Assignment Agreement is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany without regard to its conflict of law principals. The District Court (*Landgericht*) of Cologne (Germany) shall have exclusive jurisdiction.


Leverkusen, 8.12.2016

Paris, 30/12/2016

  
Bayer Aktiengesellschaft

  
SEPPIC SA

  
Bayer Consumer Care AG

  
Bayer Intellectual Property GmbH

Martin Steiner  
Senior Legal Counsel

Pascal Bürgin  
Head of Law  
and Compliance

En accord avec les parties, les présentes ont été reliées par le procédé ASSEMBLACT R C empêchant toute substitution ou addition et sont seulement signées à la dernière page.

**SCHEDULE 1:**







