

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Haldor Topsoe A/S		11/30/2017	Corporation: DENMARK
RECEIVING PARTY DATA			
Name:	Umicore AG & Co. KG		
Street Address:	Rodenbacher Chaussee 4		
City:	Hanau-Wolfgang		
State/Country:	GERMANY		
Postal Code:	63457		
Entity Type:	Limited Partnership: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2564947	DNX	
CORRESPONDENCE DATA			
Fax Number:	2129491690		
<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:	2126973750		
Email:	mws@kirschsteinlaw.com		
Correspondent Name:	Martin W. Schiffmiller		
Address Line 1:	425 Fifth Avenue, 5th Floor, Suite 501		
Address Line 2:	Kirschstein Israel Schiffmiller & Pieron		
Address Line 4:	New York, NEW YORK 10016-2223		
ATTORNEY DOCKET NUMBER:	DNX		
DOMESTIC REPRESENTATIVE			
Name:	Martin W. Schiffmiller		
Address Line 1:	425 Fifth Avenue, 5th Floor, Suite 501		
Address Line 2:	Kirschstein Israel Schiffmiller & Pieron		
Address Line 4:	New York, NEW YORK 10016-2223		
NAME OF SUBMITTER:	Martin W. Schiffmiller		
SIGNATURE:	/Martin W. Schiffmiller/		

CH \$40.00 2564947

DATE SIGNED:

12/14/2017

Total Attachments: 21

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MASTER ASSIGNMENT AGREEMENT

This MASTER ASSIGNMENT AGREEMENT ("Assignment") is effective as of 30 November 2017 (the "Effective Date") by Haldor Topsøe A/S ("Assignor"), a company under the laws of Denmark, with corporate domicile in Lyngby, and having its registered office at Haldor Topsøes Allé 1, DK-2800 Kgs. Lyngby, Denmark and company registration number 41853816, ("Assignor"), UMICORE, Broekstraat 31 rue du Marais, 1000 Brussels, Belgium and Reg. no. 0401.574.852 ("Umicore") and Umicore AG & Co. KG, a company registered under the laws of Germany with its principal offices at Rodenbacher Chaussee 4 63457 Hanau-Wolfgang Germany and VAT number DE119066058 ("Assignee") (each, a "Party," and collectively, the "Parties").

BACKGROUND

WHEREAS, Assignor has sold its automotive and stationary DeNOx business areas to Umicore pursuant to a framework asset and share purchase agreement (hereinafter referred to as the "Transaction" and "FASPA" respectively);

WHEREAS, in connection with the Transaction, Assignor and Umicore have entered into an IPR Transfer and License Agreement (referred to herein as "the Transfer Agreement").

WHEREAS, Umicore has designated its subsidiary Assignee to acquire the Transferred IP.

WHEREAS, Transferred IP includes the patents, utility models and trademarks listed in the attached Annex 1 (hereinafter collectively defined as "IP");

WHEREAS, in connection with the designation of Assignee, Assignee (as well as Umicore) shall fulfill Umicore's obligations under the Transfer Agreement and Umicore shall remain fully responsible for breach of the Assignee's obligations; and

WHEREAS, pursuant to the Transfer Agreement and in accordance with the above designation, Assignor desires to assign all of Assignor's right, title and interest in, to and under the IP to Assignee, and Assignee desires to acquire all of Assignor's right, title and interest in, to and under the IP.

TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Effective as of the Effective Date, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in, to and under the IP, in respect of trademarks together with all of the goodwill symbolized by or associated with such trademarks (however expressly excluded goodwill symbolized by or associated with the Assignor's name), together with all registrations and applications for registration of the IP, all claims, demands, rights of recovery, damages or profit that Assignor has or may have for past or future infringements, dilution or other violations of such IP, if any, and all rights to compromise, sue for and collect on such claims, demands and rights to recover in its own name and that of its successors or assigns.
2. **Further Action.** The Parties shall, and shall cause their respective Affiliates to, use commercially reasonable efforts to take, or cause to be taken, all appropriate action, to do, or cause to be done, all things necessary, proper or advisable under applicable Law and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated by this Assignment including execution of individual assignment documentation for filing with the authorities of each individual country; provided, that, as between the Parties, Assignee shall be responsible for the preparation and filing of such documents and other instruments that may be necessary to record or perfect Assignee's right, title and interest in and to the IP (including, without limitation, with any applicable Governmental Authorities), and for any and all costs, expenses and fees associated therewith.
3. **Counterparts.** This Assignment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.
4. **Conflict.** If there is any conflict between the Transfer Agreement and this Assignment, each of the Transfer Agreement and this Assignment is to be interpreted and construed, if possible, so as to avoid or minimize such conflict, but, to the extent (and only to the extent) of such conflict, the Transfer Agreement shall prevail and control.
5. **Governing Law.** All matters arising out of or relating to this Assignment and its schedules and exhibits (whether arising in contract, tort, equity or otherwise) shall be governed by and construed in accordance with the Laws of the Kingdom of Denmark (without reference to its principles of conflicts of law).
6. **Arbitration.** Any dispute arising out of or relating to this Assignment or the Transaction shall be finally settled by an arbitration tribunal in Stockholm consisting of three arbitrators in accordance with the Rules of Procedure of the Stockholm Chamber of Commerce (Swedish Arbitration). Each Party shall be entitled to appoint one arbitrator, and the third arbitrator, which shall be the chairman of the arbitral tribunal, shall be appointed by the Stockholm Chamber of Commerce.

IN WITNESS THEREOF, the Parties have caused this Assignment to be to be effective as of the Effective Date.

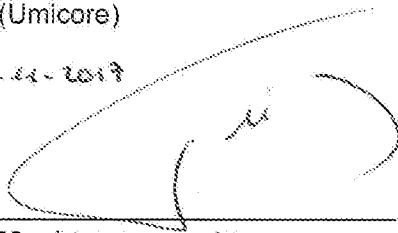
Haldor Topsøe A/S (Assignor)

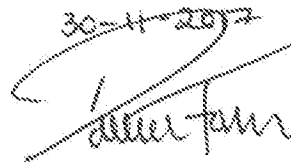
Date: 28-11-2017

By: 
Bjerne Steffen Clausen
CEO & President

UMICORE (Umicore)

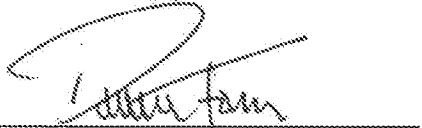
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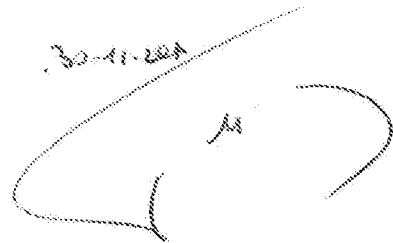
By: 
Name BJARNE STEFFEN CLAUSEN
Title CEO & PRESIDENT

~~30-11-2017~~

DOMINIC FOREMAN
DIRECTOR BUSINESS DEVELOPMENT

Umicore AG & Co. KG (Assignee)

Date: 30-11-2017

By: 
Name DOMINIC FOREMAN
Title DIRECTOR BUSINESS DEVELOPMENT

~~30-11-2017~~

BJARNE STEFFEN CLAUSEN
CEO & PRESIDENT

Annex 1 (Schedule of Patents, Utility Models and Trademarks)

Patents and Utility Models

Country	Application Number	IP Grant Number
Argentina	P20130100664	
Argentina	20150100493	
Australia	2009212923	2009212923
Australia	2010224330	2010224330
Austria	050007988	1561919
Austria	080215882	E671225
Austria	09795709.6	E 608.765
Austria	09763864.7	2373405
Belgium	09009590.2	2161070
Belgium	09795709.6	2399011
Belgium	09763864.7	2373405
Belgium	12709286.4	2691617
Brazil	PI0924120-5	
Brazil	PI0921896-3	
Brazil	PI1003707-1	
Brazil	BR11 2012 007050.9	
Brazil	BR112012014390-5	
Brazil	BR112013010788-0	
Brazil	BR112013010559-3	
Brazil	BR112013010767-7	
Brazil	BR112013025023-2	
Brazil	BR112014000711-0	

Brazil	BR112014000488-9	
Brazil	BR112014000287-8	
Brazil	112014026909-2	
Brazil	1120140217394	
Brazil	BR112014008669.9	
Brazil	1120160197097	
Brazil	112014026908-4	
Brazil	1120150138225	
Brazil	1020150319703	
Brazil	1120170229234	
Canada	2496085	2496085
Canada	2,530,676	2,530,676
Canada	2679398	2,679,398
Canada	2,750,013	2750013
Canada	2746024	2,746,024
Canada	2715352	
Canada	2776329	2776329
Canada	2,784,700	
Canada	2,815,703	
Canada	2,815,423	2815423
Canada	2815712	2815712
Canada	2,830,295	
Canada	2837917	
Canada	2,837,918	
Canada	2,837,803	
Canada	2,870,745	

Canada	2,865,929	
Canada	2,853,154	
Canada	2,871,262	
Canada	2,887,542	
Canada	National phase of PCT/EP2016/060682	
Chile	1292-2011	
Chile	1101-2012	49765
Chile	1549-2012	
Chile	1186-2013	
Chile	1187-2013	52446
Chile	1188-2013	53139
Chile	2791-2013	53651
Chile	2014-02881	
Chile	2014002323	
Chile	2014-02882	
Chile	1570-2015	
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China	2005100518473	ZL2005100518473
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China	2009100048103	200910004810
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China	201610083045.9	

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China	201080057682.X	201080057682.X
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China	201180053050.0	103384564
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China	201280016171.2	103688033
China	201280034846.6	103796757
China	201280034845.1	103796756
China	201280072731.6	
China	201280071068.8	104136099
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China	2015800110644	
China	201280072685.X	104271240
China	201280073796.2	104349839
China	2013800612726	104812469
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Denmark	12716467.1	2850294
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Denmark	PA 2017 00240	
Eurasia	201491619	
Europe	09005153.3	
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Finland	080215882	2078834
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Finland	12709286.4	2691617
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France	080215882	2078834
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France	09763864.7	2373405
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India	3764/CHENP/2012	
India	5267/CHENP/2012	
India	3363/CHENP/2013	
India	3366/CHENP/2013	
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India	104/CHENP/2014	
India	114/CHENP/2014	
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India	7764/CHENP/2014	
India	6492/CHENP/2014	
India	2950/CHENP/2014	

India	201617024507	
India	7759/CHENP/2014	
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India	201717041206	
Indonesia	W-00201202393	
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Japan	2010-212322	5627091
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Japan	2014-537523	6112734
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Japan	National phase of PCT/EP2016/060682	
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Sweden	11740558.9	2635375

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U.S.A.	11048899	7252243
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U.S.A.	11288152	7200990

U.S.A.	11433561	7481986
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U.S.A.	12550466	7850935
U.S.A.	13/147,418	8,997,465
U.S.A.	13/128,267	8,323,600
U.S.A.	12881811	8062617
U.S.A.	13/496,903	8,431,099
U.S.A.	13/879,664	9,073,047
U.S.A.	13/880,362	9346018
U.S.A.	13/881,787	9339844
U.S.A.	14/004,730	9,068,489
U.S.A.	14/391,926	9561468
U.S.A.	15/203,913	
U.S.A.	14/353,620	9168517
U.S.A.	15/116,347	
U.S.A.	14/395,872	9561498
U.S.A.	14/405,851	9,527,071
U.S.A.	14/442,492	
U.S.A.	15/574,756	

L 8
JH

Trademarks

Country	Application Number	IP Grant Number
Denmark	VA 2004 03015	VR 2004 02750
U.S.A.	75/908,159	2564947



I, the undersigned, **N. E. Christensen**, notary public of Copenhagen, Denmark, hereby certify that

Mr. Bjerne Steffen Clausen,

who proved his identity to me by presentation of his driving licence, has signed this document. This certification is provided on the basis of a specimen signature filed with the notarial office.

I furthermore certify that pursuant to the records of the Danish Business Authority, from November 29, 2017, Mr. Bjerne Steffen Clausen is the sole authorised signatory of the public limited company

HALDOR TOPSØE A/S.

There were no conspicuous amendments or additions in the document other than those signed (initialled) by me.

In witness whereof I have hereunto set my hand and notarial seal.

The City Court of Copenhagen, Notarial Acts Division, November 29, 2017

N. E. Christensen
N. E. Christensen

Notary Public of Copenhagen, Denmark

