# **\$65.00** 09836

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM463866

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BASF Corporation		02/02/2018	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	McLaughlin Gormley King Company	
Street Address:	8810 Tenth Avenue North	
City:	Minneapolis	
State/Country:	MINNESOTA	
Postal Code:	55427	
Entity Type:	Corporation: MINNESOTA	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	0983650	ULD
Registration Number:	2705482	HYDROPY-300

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Email:** trademarks@mgk.com

Correspondent Name: Mariette Finn

Address Line 1: 870 Technology Way

Address Line 4: Libertyville, ILLINOIS 60048

NAME OF SUBMITTER:	Mariette Finn
SIGNATURE:	/MFinn/
DATE SIGNED:	03/01/2018

**Total Attachments: 3** 

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TRADEMARK REEL: 006281 FRAME: 0774

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### Exhibit A

# TRADEMARKS ASSIGNMENT AGREEMENT

THIS TRADEMARKS ASSIGNMENT AGREEMENT is made as of the 2<sup>nd</sup> day of February, 2018, by and between BASF Corporation, a Delaware corporation ("Assignor") and McLaughlin Gormley King Company, a Minnesota corporation ("Assignee").

### RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of February 2, 2018 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Agreement), including certain trademarks of Assignor.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under Assignor's trademarks, trade names and trademark applications listed on Schedule A annexed hereto (the "Trademarks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Trademark, whether arising prior to or subsequent to the date of this Trademarks Assignment Agreement, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Trademarks Assignment Agreements not been made. The parties acknowledge that other documents will need to be executed to effectuate such assignments in the various country trademark offices, and agree to cooperate in execution of such documents to complete the assignment. Assignee shall be responsible for drafting and filing the documents to complete the recordation of the assignment in the various country trademark offices.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademarks Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

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IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

BASF CORPORATION

Name: T. J. A. Bonun Title: V. P.

MCLAUGHLIN GORMLEY KING COMPANY

Name: ()7 Title:

TRADEMARK

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# SCHEDULE A

# Trademark Registrations

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Mark	Country	Registration Number
ULD	U.S.	0983650
HYDROPY-300	U.S.	2705482

TRADEMARK

REEL: 006281 FRAME: 0777

**RECORDED: 03/01/2018**