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ETAS ID: TM465044

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
M&G Polymers USA, LLC		03/01/2018	Limited Liability Company: DELAWARE
M&G USA Corporation		03/01/2018	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	FE Polytech, LLC	
Street Address: 1209 Orange Street		
Internal Address:	nternal Address: Corporation Trust Center	
City:	Wilmington	
State/Country: DELAWARE		
Postal Code:	19801	
Entity Type: Limited Liability Company: DELAWARE		

## **PROPERTY NUMBERS Total: 1**

Property Type		Number	Word Mark
F	Registration Number:	3525703	BICOPET

## **CORRESPONDENCE DATA**

**Fax Number:** 3126165700

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.

**Phone:** 312-616-5600

Email: trademark@leydig.com
Correspondent Name: Claudia W. Stangle

Address Line 1: Two Prudential Plaza, 180 N. Stetson Ave

Address Line 2: Suite 4900

Address Line 4: Chicago, ILLINOIS 60601-6745

NAME OF SUBMITTER:	Claudia W. Stangle
SIGNATURE:	/Claudia W. Stangle/
DATE SIGNED:	03/09/2018

**Total Attachments: 4** 

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#### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Trademark Assignment</u>") is made and entered into as of March 1, 2018, by and between M&G Polymers USA, LLC, a Delaware limited liability company ("<u>M&G Polymers</u>"), M&G USA Corporation, a Delaware corporation ("<u>M&G USA</u>," and together with M&G Polymers, "<u>Assignors</u>") and FE Polytech, LLC, a Delaware limited liability company ("<u>Assignee</u>") (each of Assignors and Assignee may hereafter be referred to as a "<u>Party</u>" or collectively as "<u>Parties</u>").

WHEREAS, Assignors and Assignee's affiliate, Far Eastern Investment (Holding)
Limited ("FEIH"), have entered into an Asset Purchase Agreement, dated as of January 30, 2018
(as amended, restated, supplemented or otherwise modified from time to time pursuant to its terms, the "Purchase Agreement"), pursuant to which, among other things, Assignors have agreed to sell, convey, assign and transfer to FEIH, and FEIH has agreed to purchase, acquire, accept and assume from Assignors, the Assigned Trademarks (defined below);

WHEREAS, prior to entering into the Purchase Agreement, Assignors owned the Trademarks (defined below) set forth on the attached Schedule A (the "Assigned Trademarks");

WHEREAS, FEIH assigned the Purchase Agreement to Assignee, wherein Assignee has agreed to assume all rights and obligations of FEIH under the Purchase Agreement;

WHEREAS, in connection with the Purchase Agreement and pursuant to this Trademark Assignment, Assignors agree to assign the Assigned Trademarks pursuant to the conditions set forth in Section 2 to Assignee such that Assignee owns such Assigned Trademarks;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Purchase Agreement, the Parties hereto agree as follows:

### 1. **DEFINITIONS**

- 1.1 General. Any capitalized item used but not defined herein will have the meaning set forth in the Purchase Agreement. This Trademark Assignment is not intended to supersede or amend the Purchase Agreement. This Trademark Assignment is subject to and controlled by the terms of the Purchase Agreement and is intended only to evidence the consummation of the transaction contemplated by the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Trademark Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.
- 1.2 "Trademarks" means any, trade name, corporate name, business name, domain name, trade style, trade dress, service mark, logo, source identifier, business identifier, or design of like nature, and all goodwill associated therewith, any registration of the foregoing, and any application

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in connection therewith, including any such registration or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country, and all extensions or renewals of any of the foregoing.

# 2. ASSIGNMENT OF TRADEMARKS

- 2.1 Assignment from Assignor. In accordance with and subject to the terms and conditions of this Trademark Assignment and the Purchase Agreement, Assignors hereby sell, assign, convey and transfer to Assignee, and Assignee hereby acquires and accepts all of Assignors' legal right, title and interest in and to the Assigned Trademarks for Assignee's full use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Trademark Assignment had not been made.
- 2.2 Recordation. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any other applicable governmental entity and/or registrar necessary, to register this Trademark Assignment and record Assignee as the assignee and owner of the Assigned Trademarks.

## 3. MISCELLANEOUS

- 3.1 Governing Law. This Trademark Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflict of laws provisions thereof that would cause the laws of another jurisdiction to apply.
- 3.2 Counterparts. This Trademark Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures transmitted by facsimile or electronic mail will be deemed originals for purposes of this Trademark Assignment.

[Signature pages follow]

TC\_

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed effective as of the date written above.

FE POLYTECH, LLC

By:

Name: 4247 CH37 CH3H

Title:

M&G POLYMERS USA, LLC

Bv:

Name: Dennis Stogsdill

Title: Chief Restructuring Officer

M&G USA CORPORATION

By:

Name: Dennis Stogsdill

Title: Chief Restructuring Office

# SCHEDULE A

# Assigned Trademarks

1. Registered Trademarks

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f*************************************						
Owner of			Serial		Registration	Registration
Record	Jurisdiction	Mark	Number	Filing Date	Number	Date
M&G USA	USA	BICOPET	78601089	04-APR-2005	3525703	28-OCT-2008
Corporation						L

- 2. All of Sellers' rights in the following unregistered Trademarks
  - 1. PoliProtect™
  - 2. BicoPET™

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