

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM465381

<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>
Georgia-Pacific Chemicals LLC		03/08/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ingevity South Carolina, LLC		
<b>Street Address:</b>	5255 Virginia Avenue		
<b>City:</b>	North Charleston		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29406		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1235559	LYTOR	
<b>Registration Number:</b>	2059939	NOVARES	
<b>Registration Number:</b>	3636364	TALON	
<b>Registration Number:</b>	4769182	TALON	
<b>Registration Number:</b>	5107345	XPLORE	
<b>Registration Number:</b>	3050283	XTAMIDE	
<b>Registration Number:</b>	1204200	XTOL	
<b>Registration Number:</b>	2272772	XTOLUBE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2039757180		
<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>	2039757505		
<b>Email:</b>	christina.london@lockelord.com		
<b>Correspondent Name:</b>	Locke Lord LLP		
<b>Address Line 1:</b>	201 Broad Street		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>ATTORNEY DOCKET NUMBER:</b>	1515137.00015		
<b>NAME OF SUBMITTER:</b>	Christina London		

OP \$215.00 1235559

<b>SIGNATURE:</b>	/christina london/
<b>DATE SIGNED:</b>	03/13/2018
<b>Total Attachments: 4</b> source=Georgia-Pacific to Ingevity trademark assignment#page1.tif source=Georgia-Pacific to Ingevity trademark assignment#page2.tif source=Georgia-Pacific to Ingevity trademark assignment#page3.tif source=Georgia-Pacific to Ingevity trademark assignment#page4.tif	

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this “*Assignment*”) is made and entered into as of March 8, 2018 (the “*Effective Date*”), by **Georgia-Pacific Chemicals LLC**, a Delaware limited liability company (“*Assignor*”) in favor of **Ingevity South Carolina, LLC**, a Delaware limited liability company (“*Assignee*”).

**WHEREAS**, Assignor and Assignee are among the parties to that certain Asset Purchase Agreement, dated as of August 22, 2017 (as amended, supplemented or modified, the “*Purchase Agreement*”); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has sold, conveyed, assigned, and transferred to Assignee, and Assignee has acquired from Assignor, all right, title and interest in, to and under the trademarks set forth on Schedule A, together with the goodwill associated therewith (collectively, the “*Trademarks*”), and the parties wish to record such acquisition in the applicable governmental authorities in any applicable jurisdiction;

**NOW, THEREFORE**, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Purchase Agreement, Assignor hereby agrees as follows:

1. **Assignment**. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee, all right, title and interest in, to and under the Trademarks (including, without limitation, the goodwill associated therewith) in the United States and throughout the world, the same to be held and enjoyed by Assignee as fully and completely as by Assignor had this Assignment not been made, including, without limitation, (a) all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, and (b) all rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation, or other violation relating to any of the foregoing, together with any priority right that may arise from any of the foregoing.

2. **Recording**. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with any applicable governmental authorities, and the parties hereby authorize any such governmental authorities to record this Assignment.

3. **Successors**. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

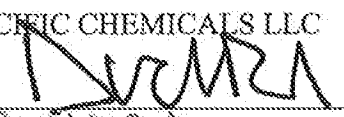
*[Remainder of Page Intentionally Left Blank; Signature Follows]*

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

ASSIGNOR:

GEORGIA-PACIFIC CHEMICALS LLC

MC/By:

  
Name: David G. Park

Title: Vice President - Business Development

[Signature page to Trademark Assignment]

TRADEMARK  
REEL: 006290 FRAME: 0773

**Schedule A**

**Trademarks**

<b>Trademark Name</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
LYTOR	73/335707	11/5/1981	1235559	4/26/1983
NOVARES	74/715483	8/14/1995	2059939	5/6/1997
TALON	77/417601	3/10/2008	3,636,364	6/9/2009
TALON & Design	85/910,510	4/22/2013	4,769,182	7/7/2015
XPLOR	86/345,733	7/23/2014	5,107,345	1/27/2017
XTAMIDE	78/544530	1/10/2005	3050283	1/24/2006
XTOL	73/277611	9/12/1980	1204200	8/10/1982
XTOLUBE	75/282154	4/28/1997	2272772	8/24/1999