

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM465861

<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>
Gulf Bayport Chemicals LP		03/15/2018	Limited Partnership:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MFG Chemical, LLC		
<b>Street Address:</b>	1804 Kimberly Park Drive		
<b>City:</b>	Dalton		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30720		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3160145	GULF BAYPORT CHEMICALS	
<b>Registration Number:</b>	3130857	GBC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3035923140		
<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>	303.592.3128		
<b>Email:</b>	genevieve.reed@bartlit-beck.com		
<b>Correspondent Name:</b>	Genevieve Reed		
<b>Address Line 1:</b>	Bartlit Beck et al,1801 Wewatta Street		
<b>Address Line 2:</b>	Suite 1200		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>NAME OF SUBMITTER:</b>	JOHN NOWLAN		
<b>SIGNATURE:</b>	/John Nowlan/		
<b>DATE SIGNED:</b>	03/15/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** (the “Assignment”), effective as of March 15, 2018 (“Effective Date”), is by and between GULF BAYPORT CHEMICALS, LP, a Texas Limited Partnership, (“Assignor”), and MFG CHEMICAL, LLC, a Delaware limited liability company (“Assignee”).

**WHEREAS**, pursuant to a certain Asset Purchase Agreement entered into by and among Assignor and Assignee dated as of the date hereof (the “Purchase Agreement”), Assignee purchased and acquired certain assets of Assignor, including, all right, title, and interest, and all goodwill associated therewith, in and to all trademarks, service marks, trade names, logos, slogans, designs, trade dress, and other indicia of origin included in the Purchased Assets, including, but not limited to, the marks identified in Exhibit A (the “Marks”), and all applications, registrations, and common law rights therein; and

**WHEREAS**, Assignor and Assignee confirm their agreement whereby Assignor assigns to Assignee all right, title and interest in and to the Marks, including any and all goodwill associated therewith;

**NOW THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee hereto agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby confirm that it has assigned, transferred, conveyed and contributed, and does hereby further assign, and transfer, to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to and under said Marks, all applications and registrations therefor, together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all income, royalties, fees, damages, and payments due, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any said Marks, in each case free and clear of all Encumbrances.

2. Assignor hereby agrees, at any time or from time to time, at the reasonable written request of Assignee, to execute, acknowledge and deliver such further instruments of sale, assignment, transfer, conveyance, delivery or assumption and to take such other actions as Assignee may reasonably request in order to more effectively consummate the transactions contemplated by this Assignment.

3. Assignee may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate. All costs associated with any such registrations or recordations shall be paid by Assignee.

4. This Assignment and all disputes relating thereto shall be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would otherwise require the application of the Laws of any jurisdiction other than the State of Delaware.

5. This Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts (including via facsimile or portable document (PDF)), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

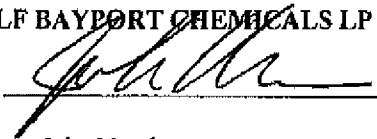
6. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

[The remainder of this page is intentionally left blank]

**WHEREFORE**, the Assignor and Assignee have caused this Assignment to be duly executed below by their respective duly authorized officers.

Date: March 15, 2018

**GULF BAYPORT CHEMICALS LP**

By: 

Name: John Nowlan

Title: Chief Executive Officer

**MFG CHEMICAL, LLC**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Keith Arnold

Title: Chief Executive Officer

**WHEREFORE**, the Assignor and Assignee have caused this Assignment to be duly executed below by their respective duly authorized officers.

**GULF BAYPORT CHEMICALS LP**

Date: \_\_\_\_\_

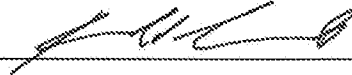
By: \_\_\_\_\_

Name: John Nowlan

Title: Chief Executive Officer

**MFG CHEMICAL, LLC**

Date: March 15, 2018

By:  \_\_\_\_\_

Name: Keith Arnold

Title: Chief Executive Officer

**EXHIBIT A**

All trade names, trademarks, service marks, logos and other indicia of origin included in the Purchased Assets, including, but not limited to:

<b>Trademark</b>	<b>U.S. Reg. No.</b>	<b>Services</b>
GULF BAYPORT CHEMICALS	3,160,145	Class 1: Chemicals for use in industry and science, namely, specialty anhydrides
GBC	3,130,857	Class 1: Chemicals for use in industry and science, namely, specialty anhydrides