

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471041

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900443125		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allnex Holding International B.V.		02/01/2018	Private Limited Liability Company: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Allnex Netherlands B.V.		
Street Address:	Synthesebaan 1		
City:	Bergen op Zoom		
State/Country:	NETHERLANDS		
Postal Code:	4612 RB		
Entity Type:	Private Limited Liability Company: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0999461	MULTIFLOW	
CORRESPONDENCE DATA			
Fax Number:	3124276663		
<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:	(312) 427-1300		
Email:	CHIUSTM@LADAS.NET		
Correspondent Name:	Ladas & Parry LLP		
Address Line 1:	224 South Michigan Avenue		
Address Line 2:	Suite 1600		
Address Line 4:	Chicago, ILLINOIS 60604		
DOMESTIC REPRESENTATIVE			
Name:	Ladas & Parry LLP		
Address Line 1:	224 South Michigan Avenue		
Address Line 2:	Suite 1600		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Kevin A. Thompson		
SIGNATURE:	/Kevin A. Thompson/		

DATE SIGNED:

04/24/2018

Total Attachments: 13

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

March 28, 2018

ETAS

LADAS & PARRY LLP
224 SOUTH MICHIGAN AVENUE
SUITE 1600
CHICAGO, IL 60604



900443125

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. According to rule 15 U.S.C. 1060 you must add the goodwill.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by Friday, April 27, 2018, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900443125
Access Code: 46FH73XRU60RQ31

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

SHARON LATIMER
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM466000

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allnex Holding International B.V.		02/01/2018	Private Limited Liability Company: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Allnex Netherlands B.V.		
Street Address:	Synthesebaan 1		
City:	Bergen op Zoom		
State/Country:	NETHERLANDS		
Postal Code:	4612 RB		
Entity Type:	Private Limited Liability Company: NETHERLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0999461	MULTIFLOW	
CORRESPONDENCE DATA			
Fax Number:	3124276663		
<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:	(312) 427-1300		
Email:	CHIUSTM@LADAS.NET		
Correspondent Name:	Ladas & Parry LLP		
Address Line 1:	224 South Michigan Avenue		
Address Line 2:	Suite 1600		
Address Line 4:	Chicago, ILLINOIS 60604		
DOMESTIC REPRESENTATIVE			
Name:	Ladas & Parry LLP		
Address Line 1:	224 South Michigan Avenue		
Address Line 2:	Suite 1600		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Kevin A. Thompson		
SIGNATURE:	/Kevin A. Thompson/		
DATE SIGNED:	03/16/2018		

CH 540.00 0999461

CONFIRMATION OF TRADEMARK ASSIGNMENT

WHEREAS, ALLNEX HOLDING INTERNATIONAL B.V., a Netherlands Private Limited Liability Company, with its principal place of business at Synthesebaan 1, 4612 RB Bergen op Zoom, Netherlands, ("Assignor").

WHEREAS, the Assignor is the owner of record of the following federal Registration for the Mark on the Principal Register of the United States Patent and Trademark Office, as identified therein:


<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MULTIFLOW	0999461	December 17, 1974

WHEREAS, ALLNEX NETHERLANDS B.V., a Netherlands Private Limited Liability Company, with its principal place of business at Synthesebaan 1, 4612 RB Bergen op Zoom, Netherlands, ("Assignee"), in confirmation of the Business Contribution Agreement dated February 1, 2018, hereby confirms the assignment of the above referenced registration;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee the entire right, title and interest in perpetuity in and to the Marks, including any common law rights and other rights of use, together with the goodwill of the business symbolized by the Marks, and the registration thereof, the same to be held and enjoyed by the Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor absent this Assignment. Assignor hereby covenants and agrees to provide any further necessary and appropriate documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Marks in Assignee, its successors, assigns, or other legal representatives.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed this 17th day of April, 2018 by the signature of its authorized representative as set forth below.

ALLNEX HOLDING INTERNATIONAL B.V.

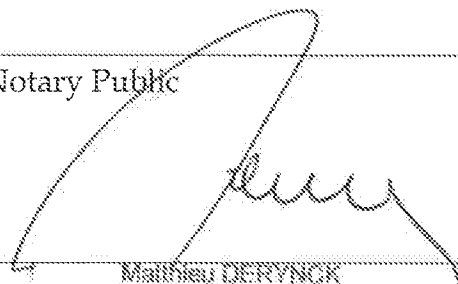
By: 
 Name: **Elise DESTRYKER**
 Title: **Proxy and Legal Representative**

Acknowledgment

The undersigned hereby certifies that ~~the above signer personally appeared before me, and~~ being duly sworn, acknowledged signature of this trademark Assignment and Agreement with the authorization of, and on behalf of, ALLNEX HOLDING INTERNATIONAL B.V.

Certified by me seal and signature on this 17th day of April, 2018.

Notary Public


 Mathieu DERYNCK

Notaire associé - Gessocioerds notaris

Rue de Ligne 13 de Ligne 13

Bruxelles 1000 Brussel

TRADEMARK

REEL: 006314 FRAME: 0122

**CONFIRMATION OF UNITED STATES
TRADEMARK ASSIGNMENT**

BUSINESS CONTRIBUTION AGREEMENT

This BUSINESS CONTRIBUTION AGREEMENT (the "Agreement") is made and entered into effective as of February 1, 2018 at 00:01 AM CET (the "Effective Date") by and between:

THE PARTIES:

- (1) **Allnex Holding International B.V.**, a private company with limited liability organized and existing under the laws of the Netherlands, having its corporate seat in Bergen op Zoom, the Netherlands, with registered office address at Synthesebaan 1, 4612 RB Bergen op Zoom, the Netherlands and registered with the Trade Register of the Dutch Chamber of Commerce under number 09089266 ("Transferor"),

and

- (2) **Allnex Netherlands B.V.**, a private company with limited liability organized and existing under the laws of the Netherlands, having its corporate seat in Bergen op Zoom, the Netherlands, with registered office address at Synthesebaan 1, 4612 RB Bergen op Zoom, the Netherlands and registered with the Trade Register of the Dutch Chamber of Commerce under number 20025410 ("Transferee"),

Transferor and Transferee are hereinafter jointly referred to as the "Parties" and each individually as a "Party".

WHEREAS:

- (A) Transferor is the sole shareholder of Transferee.
- (B) Pursuant to a deed of cross-border merger between Allnex IP S.à r.l., a private company with limited liability organized and existing under the laws of the Grand Duchy of Luxembourg, as disappearing company, and Transferor, as acquiring company, executed before K.F. Tan, civil-law notary in Amsterdam, the Netherlands, on January 31, 2018, with legal effect as of February 1, 2018 at 00:00 AM CET, Transferor acquired the business of Allnex IP S.à r.l. (the "Business") by operation of law, which Business includes, but is not limited to:
 - (i) any and all assets and liabilities as appear from the balance sheet items included in Schedule I attached hereto;

1.5. Transferor hereby agrees that it will, at Transferee's request and expense, perform any and all acts and execute any and all documents that may be required to effectuate and perfect the transfer and assignment of all of Transferor's right, title and interest in and to the IP Rights to Transferee, anywhere in the world, including the recording thereof in the relevant IP registers.

1.6. If any cooperation, consent or approval of any person is required for the transfer to Transferee of the benefit of any of the Transferred Agreements and any such cooperation, consent or approval has not been received at or prior to the Effective Date:

- (a) this Agreement shall not constitute an assignment or attempted assignment of any such Transferred Agreement whose terms would be broken by an assignment or attempted assignment;
- (b) the assignment of each Transferred Agreement shall be conditional upon such consent being obtained which consent Transferor shall use its best endeavors to obtain as soon as practicable after the Effective Date;
- (c) until such time as any cooperation, consent or approval is received, Transferor shall be deemed to be holding to the extent permissible by applicable law, the benefit thereof in trust for Transferee, shall give all reasonable assistance to Transferee to enable it to enforce its rights under the Transferred Agreements and shall use its best endeavors to make available to Transferee the benefits accruing or arising thereunder.

● [REDACTED]

● [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

● [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]


● [REDACTED]
[REDACTED]

- 3.5. Severability. If any provision of this Agreement is null and void or is determined by a court of competent jurisdiction to be subject to annulment or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable. The Parties shall then use all reasonable endeavours to replace the void, annulled or unenforceable provision(s) by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the void, annulled or unenforceable provision.
- 3.6. Entire Agreement. This Agreement constitutes the final agreement between the Parties, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. Notwithstanding the foregoing, the Parties contemplate that they may desire to enter into or execute transfer instruments of various kinds consistent with, but in some cases duplicative of, this Agreement in order to effect the transfer of the Business and/or to facilitate the registration of such transfer with local governmental authorities.
- 3.7. Counterparts. This Agreement may be executed in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart and each such counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same instrument. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.
- 3.8. Headings. The captions, titles and headings included in this Agreement are for convenience only, and do not affect the construction or interpretation of this Agreement. When a reference is made in this Agreement to a section, such reference will be to a section of this Agreement unless otherwise indicated.
- 3.9. Amendments. This Agreement may not be amended, supplemented or otherwise modified except by a written document executed by or on behalf of each of the Parties hereto.

[Remainder of this page intentionally left blank]


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives with effect as of the Effective Date.

ALLNEX HOLDING INTERNATIONAL B.V.



By: Miguel Mantas

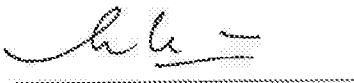
Title: Director



By: Duncan Taylor

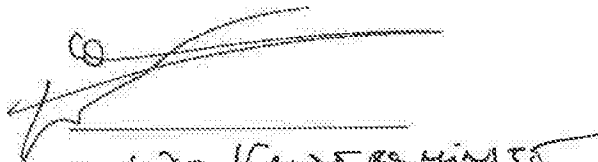
Title: Director

ALLNEX NETHERLANDS B.V.



By: Marie van In

Title: Director



By: Wim van der Vliet

Title: Director

Trademark Portfolio

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The Netherlands
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fax. +31(0)164 276446
Trade Reg.No. 20025410 Breda
www.allnex.com

Mrs. Elise Destryker is hereby appointed as Attorney, acting jointly or separately, to register patents, inventions, models, industrial designs and/or trademarks, and to this end to sign any documents and fulfill any formalities which are useful or needed, and to protect the intellectual property (in the broadest sense) of Allnex Netherlands B.V.; these powers can be sub delegated.

Mrs. Destryker has the following powers:

To file for and in the name of Allnex Netherlands B.V any application to register patents, inventions, models, industrial designs and/or trademarks, in the Netherlands and in all other countries of the world, as well as with the World Intellectual Property Organization, the European Patent Office and with the Office for Harmonization in the Internal Market.

To this end: sign and file any documents, sign any registers, pay and collect any due taxes, elect domicile, fulfill any legal formalities, collect all titles of patents and registry certificates of trademarks and any other enforceable copies relating to industrial property, when necessary revoke any applications for patents, models, industrial designs and/or trademarks, abandon patents, models, industrial designs and/or trademarks and file any additional registrations of additional, reduction and extension patents relating to the said patents, carry out and accept assignments, licenses and discontinuance of patents, models, industrial designs and/or trademarks, proceed to the renewal of any patents, models, industrial designs and/or trademarks, delegate powers to external patent lawyers and attorneys and generally speaking take all action required in the various cases that may occur for the registration, obtaining assignment, licenses and defense of patents, models, industrial designs and trademarks.

Mrs. Elise Destryker may act in court, both as plaintiff and as defendant, for the protection of intellectual property of the company in its broadest sense (including the power inter alia to appoint lawyers, to initiate proceedings, to appeal a decision, appear before any jurisdiction and make any declaration on behalf of the company in any country) and may file oppositions.

Marie Van In

Director

23/01/2018

Wim Vanderghinste

Director

23/01/2018