### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM472119

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THE DOW CHEMICAL COMPANY		09/01/2017	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	SK PRIMACOR AMERICAS LLC	
Street Address:	11700 Katy Freeway	
Internal Address:	Suite 900	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77079	
Entity Type:	Limited Liability Company: TEXAS	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1343696	
Registration Number:	1295365	PRIMACOR

### **CORRESPONDENCE DATA**

Fax Number: 2129499190

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: (212) 949-9022

Email: VMTannenbaum@lawabel.com

Victor Tannenbaum **Correspondent Name:** 666 Third Avenue Address Line 1:

Address Line 2: 10th Floor

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	8005644
NAME OF SUBMITTER:	Victor Tannenbaum
SIGNATURE:	/VMT/
DATE SIGNED:	05/01/2018

**Total Attachments: 10** 

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### TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of September 1, 2017, is entered into by and among THE DOW CHEMICAL COMPANY, a Delaware corporation ("TDCC") and DOW GLOBAL TECHNOLOGIES LLC ("DGTL"), a Delaware limited liability company (TDCC and DGTL, collectively, "Assignor"), and SK Primacor Americas LLC, a Texas limited liability company ("Assignee") (each, a "Party," and collectively, the "Parties").

WHEREAS, TDCC and SK Global Chemical Co., Ltd. have entered into the Sale and Purchase Agreement, dated as of February 1, 2017, as may be amended from time to time (the "<u>Purchase Agreement</u>"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign all of Assignor's right, title and interest in, to and under the trademarks registrations and applications listed on the attached <u>Schedule A</u> (herein defined as "<u>Trademarks</u>") to Assignee, and Assignee desires to acquire all of Assignor's right, title and interest in, to and under the Trademarks.

### **TERMS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Assignment</u>. Effective as of the Effective Date, Assignor does hereby assign, transfer, convey and deliver to Assignee, and Assignee hereby receives from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill associated therewith.
- 2. <u>Further Action</u>. The Parties shall, and shall cause their respective Affiliates to, use commercially reasonable efforts to take, or cause to be taken, all appropriate action, to do, or cause to be done, all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated by this Assignment including execution of individual assignment documentation for filing with the authorities of each individual country; <u>provided</u>, that, as between the Parties, Assignee shall be responsible for the preparation and filing of such documents and other instruments that may be necessary to record or perfect Assignee's right, title and interest in and to the Trademarks (including, without limitation, with any applicable Governmental Authorities), and for any and all costs, expenses and fees associated therewith.
- 3. <u>Counterparts</u>. This Assignment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in two or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

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- 4. <u>Conflict</u>. If there is any conflict between the Purchase Agreement and this Assignment, each of the Purchase Agreement and this Assignment is to be interpreted and construed, if possible, so as to avoid or minimize such conflict, but, to the extent (and only to the extent) of such conflict, the Purchase Agreement shall prevail and control.
- 5. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware. The dispute resolution provisions set forth in the Purchase Agreement shall apply to the resolution of disputes hereunder *mutatis mutandis*.

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IN WITNESS THEREOF, the Parties have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

The Dow Chemical Consumny (Assignor)

By:

Name: Peter Sykes

Title: Vice President, Mergers & Acquisitions

[Signature Page to Trademark Assignment Agreement]

Bow Global Technologies LLC (Assignor)

Title: Assistant Secretary

[Signature Page to Trademark Assignment Agreement]

SK	Primacor	Am	ericas	LLC	(A	ssign	ce)

By:

Name:

Title:

Dvecidont

[Signature Page to Trademark Assignment Agreement]

## SCHEDULE A

### TRADEMARKS

Trademark	Country	Filing Date	Filing No.	Registration Date	Registration No.	Status
PRIMACOR	Argentin a	05 Jul 2007	2756510	14 Mar 2008	2218946	Registered
PRIMACOR	Aruba	02 Aug 1989	89080419	12 Apr 1990	14556	Registered
PRIMACOR	Australia	06 Oct 1983	398069	06 Oct 1983	398069	Registered
PRIMACOR	Austria	07 Sep 1983	AM244283	30 Dec 1983	104522	Registered
PRIMACOR	Benelux	14 Sep 1983	0660426	14 Sep 1983	0392311	Registered
PRIMACOR	Brazil	30 Jan 1987	813265231	11 Oct 1988	813265231	Registered
PRIMACOR	Bulgaria	26 Jul 1988	7052	28 Dec 1989	16705	Registered
PRIMACOR	Canada	25 Oct 1983	511234	07 Jun 1985	TMA303438	Registered
PRIMACOR	Chile	23 Dec 2013	1088036	03 Mar 2014	1077912	Registered
PRIMACOR	China	22 Aug 1984	19300	15 Jun 1995	228542	Registered
PRIMACOR	Colombia	15 Apr 1986	92255297	23 Feb 1989	126438	Registered
PRIMACOR	Croatia	30 Mar 1993	Z931039N	18 Apr 1995	Z931039	Registered
PRIMACOR	Egypt	06 Jul 1986	67648	15 Nov 1988	67648	Registered
PRIMACOR	European Union	07 Apr 2004	003750734	23 May 2007	003750734	Registered
PRIMACOR	France	06 Sep 1983	674984	06 Sep 1983	1244490	Registered
PRIMACOR	Germany	07 Sep 1983	38883	17 Apr 1984	1062319	Registered
PRIMACOR	Greece	07 Sep 1983	75479	17 Mar 1989	75479	Registered
PRIMACOR	Hong Kong	11 Oct 1983	2976	11 Oct 1983	19842206	Registered
PRIMACOR	Hungary	25 Aug 1988	M8801810	16 Mar 1989	127701	Registered
PRIMACOR	Indonesia	25 Sep 2012	R00201101 1821	02 Jan 2012	IDM0003439 59	Registered
PRIMACOR	Israel	12 May 1986	63465	15 Mar 1990	63465	Registered

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Trademark	Country	Filing Date	Filing No.	Registration Date	Registration No.	Status
PRIMACOR	Italy	19 Sep 1983	35063C83	09 Dec 1986	0001527081	Registered
PRIMACOR	Japan	14 Oct 1983	97446	16 Jun 1987	1961500	Registered
PRIMACOR	Malaysia	15 May 1986	8601864	15 May 1986	86001864	Registered
PRIMACOR	Mexico	06 Oct 1983	223737	05 Mar 1984	297376	Registered
PRIMACOR	New Zealand	24 Apr 1986	165054	29 May 1989	165054	Registered
PRIMACOR	Nigeria		243865	25 Apr 1986	49649	Registered
PRIMACOR	Norway	05 Sep 1983	19832812	13 Sep 1984	118595	Registered
PRIMACOR	Pakistan	27 Jul 1988	99123	10 Aug 1991	99123	Registered
PRIMACOR	Peru	21 Apr 1986	102878	22 Dec 1986	62993	Registered
PRIMACOR	Philippin es	04 May 1995	99973	28 Dec 1998	66930	Registered
PRIMACOR	Portugal	19 Sep 1983	222401	09 Feb 1990	222401	Registered
PRIMACOR	Russian Federatio n	15 Sep 1983	98113	23 Mar 1984	74956	Registered
PRIMACOR	Serbia	01 Dec 2000	Z11382000	21 Oct 2003	46334	Registered
PRIMACOR	Singapor e	19 Oct 1983		19 Oct 1983	T8305500G	Registered
PRIMACOR	Slovenia	30 Apr 1986	Z8680339	15 Oct 1996	8680339	Registered
PRIMACOR	South Africa	06 Sep 1983	836334	06 Sep 1983	836334	Registered
PRIMACOR	South Korea	11 Jul 1985	11767	03 May 1986	0125523	Registered
PRIMACOR	Spain	16 Sep 1983	1046609	16 May 1986	1046609	Registered
PRIMACOR	Sweden	06 Sep 1983	5720	27 Apr 1984	191240	Registered
PRIMACOR	Switzerla nd	06 Sep 1983	5122	03 Feb 1984	2P327575	Registered
PRIMACOR	Taiwan	07 Jul 1983	27810	01 Feb 1986	00312770	Registered
PRIMACOR	Taiwan	23 Jun 1994	042305	01 Mar 1995	00672544	Registered
PRIMACOR	Thailand	31 Jul 1986	309563	31 Jul 1986	47193	Registered

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Trademark	Country	Filing Date	Filing No.	Registration Date	Registration No.	Status
PRIMACOR	Turkey	05 Oct 1983	83078844	05 Oct 1983	78844	Registered
PRIMACOR	United Kingdom	06 Sep 1983	1202995	06 Sep 1983	1202995	Registered
PRIMACOR	United States Of America	16 Sep 1983	73444088	18 Sep 1984	1295365	Registered
PRIMACOR	Vietnam	24 Jan 1995	21472	01 Sep 1995	17957	Registered
PRIMACOR 3/4 DIVIDED CIRCLE DEVICE	Canada	01 May 1985	541182	09 Jan 1987	TMA322588	Registered
PRIMACOR IN CH	Japan	21 Oct 1983	99628	16 Jun 1987	1961501	Registered
PRIMACOR IN CH	South Korea	18 Sep 1985	15911	01 Sep 1986	0129761	Registered
PRIMACOR IN CH	Taiwan	26 May 1988	24295	16 Nov 1988	420872	Registered
PRIMACOR IN CH	Thailand	31 Jul 1986	157483	04 Jun 1987	46548	Registered
PRIMACOR IN CH (BAI-MA)	China	22 Aug 1984	19299	15 Jun 1995	228541	Registered
PRIMACOR LOGO	Brazil	01 Mar 1989	814691404	04 Dec 1990	814691404	Registered
PRIMACOR LOGO	United States Of America	21 Nov 1984	73510033	25 Jun 1985	1343696	Registered

### UNITED STATES

Mark:

PRIMACOR

REVOCATION

Registration: 1295365

AND

Serial No.:

NEW POWER OF ATTORNEY

Classes:

Owner: SK Primacor Americas LLC

# APPOINTMENT OF DOMESTIC REPRESENTATIVE

Abelman, Frayne & Schwab, whose postal address is 666 Third Avenue, New York, New York 10017-5621, U.S.A. is hereby designated applicant's representative upon whom notices or process in proceedings affecting the mark may be served.

## POWER OF ATTORNEY

Applicant hereby revokes all previous Powers of Attorney and hereby appoints jointly and severally, with full power of substitution, the power of appointment of an associate attorney and the power of revocation

> Lawrence E. Abelman Jeffrey A. Schwab Victor M. Tannenbaum Peter J. Lynfield Caridad Pifieiro Scordato

Julianne Abelman Thomas E. Spath Julie B. Seyler

Marie-Anne Mastrovito

Frank Terranella

members of the Bar of the State of New York, whose address is

# ABELMAN, FRAYNE & SCHWAB

666 Third Avenue New York, New York 10017-5621, U.S.A.

to transact business in the Patent and Trademark Office in connection with our trademarks, applications therefor, and registrations which have or will issue thereon. 

### UNITED STATES

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PRIMACOR Logo

REVOCATION

Registration: 1343696

AND

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TRADEMARK REEL: 006373 FRAME: 0940

RECORDED: 05/01/2018