# OP \$40.00 4328691

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM474738

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Styrolution GmbH		07/04/2014	Corporation: GERMANY

## **RECEIVING PARTY DATA**

Name:	Styrolution Europe GmbH					
Street Address:	Erlenstrasse 2					
City:	Frankfurt am Main					
State/Country:	GERMANY					
Entity Type: Corporation: GERMANY						

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4328691	STYROLUX

### **CORRESPONDENCE DATA**

**Fax Number:** 2129537201

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:** 212.415.9200

Email: ny.trademark@dorsey.com

Correspondent Name: Sarah M. Robertson
Address Line 1: Dorsey & Whitney LLP
Address Line 2: 51 West 52nd Street

Address Line 4: New York, NEW YORK 10019-6119

ATTORNEY DOCKET NUMBER:	481749-00113
NAME OF SUBMITTER:	Sarah M. Robertson
SIGNATURE:	/smr/
DATE SIGNED:	05/18/2018

# **Total Attachments: 4**

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> TRADEMARK REEL: 006377 FRAME: 0781

ASSIGNMENT AGREEMENT

This Assignment Agreement is made effective by and between:

BASF SE, a corporation organized under and pursuant to the laws of Germany having its principal place of business at Carl-Bosch-Strasse, D-67056 Ludwigshafen, GERMANY

(hereinafter referred to as Assignor I),

and

Styrolution GmbH, a corporation organized under and pursuant to the laws of Germany having its principal place of business at Erlenstrasse 2, D-60325 Frankfurt am Main,

GERMANY (hereinafter referred to as Assignor II),

and

Styrolution Europe GmbH, a corporation organized under and pursuant to the laws of

Germany having its principal place of business at Erlenstrasse 2, D-60325 Frankfurt am Main,

GERMANY (hereinafter referred to as Assignee).

Background / Introduction

Assignor I on December 22, 2010 agreed in an "Einbringungsvertrag" to assign certain

patents, patent applications, trademarks and trademark application to Assignor II. Assignor II

subsequently became part of the Styrolution group of companies. The efforts to formally

register the transfer of patent and trademark rights at the various patent and trademark offices

have not yet been fully completed to date. As of the date of this agreement, Assignor II agrees to assign the respective patents, patent applications, trademarks and trademark application to

Assignee by way of a further "Teil-Vermögensübertragungs- und übernahmevertrag

(Spaltungsvertrag) - "Agreement on the partial assignment and assumption of assets (the

Spin-Off Agreement). This three party Assignment Agreement is meant to ease the

registration of assignment at the patent and trademark offices. Therefore, the Parties agree as

follows:

604SL103.072014

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TRADEMARK
REEL: 006377 FRAME: 0782

- Assignor I, and its legal predecessor BASF Aktiengesellschaft, are the registered owners or in control of Patents and Patent Applications as listed in <u>Schedule A</u>, as well as of Trademarks and Trademark Applications as listed in <u>Schedule B</u>.
  Assignor II and its legal predecessor Styrolution GmbH & Co.KG, are the registered owners or in control of Patents and Patent Applications as listed in <u>Schedule C</u>, as well as of Trademarks and Trademark Applications as listed in <u>Schedule D</u>.
- Assignor I and Assignor II hereby assign to said Assignee, the Patents and Patent Applications listed in Schedules A and C, respectively, and the Trademarks and Trademark Applications listed in Schedule B and D, respectively, whereas such assignment shall be effective as per the Spin-Off Agreement becoming effective upon its registration in the commercial register ("Handelsregister" in Frankfurt, Germany). Assignor I and Assignor II undertake towards the Assignee to confirm the effectiveness of the Spin-Off Agreement without undue delay after its registration in the commercial register by way of a written remark to be added beneath this Assignment Agreement or a copy of it (the "Effectiveness Remark").
- Assignor I and Assignor II hereby agree that the assignments of the Patents and Patent Applications listed in Schedules A and C as well as of the Trademarks and Trademark Applications listed in Schedule B and D are to be registered for the Assignee at the patent and trademark offices in the respective countries as soon as this Assignment Agreement (or a copy of it) bears the Effectiveness Remark.
- 4) Assignee hereby agrees to this assignment of the Patents and Patent Applications listed in Schedules A and C as well as of the Trademarks and Trademark Applications listed in Schedule B and D and hereby accepts the assignment.
- 5) All cost for the registration of the assignments shall be borne by Assignee.
- 6) Schedules A, B, C and D are integral part of this Agreement.
- 7) This Assignment Agreement shall be governed by German law.

TRADEMARK REEL: 006377 FRAME: 0783

# BASE SE

Signatures:

IV, Schnender

Styrolution GmbH

Frankfurt, <u>04.09</u> 2014

Signatures:

- Keyiń McC

Frankfurt, <u>04 07</u> 2014

Styrolution Europe GmbH

Dirk Wenzelburger

Anja Baumann

Assigner II

### ASSIGNMENT AGREEMENT Schedule D

Yradamarks / Yradamark Applications

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**RECORDED: 05/18/2018**