

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keystone Aniline Corporation		04/12/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Milliken Design, Inc.		
Street Address:	920 Milliken Road, M495		
City:	Spartanburg		
State/Country:	SOUTH CAROLINA		
Postal Code:	29303		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3467395	NEROSOL	
Registration Number:	4274996	KEYSTONE	
Registration Number:	3954824	KEYPLAST	
Registration Number:	3284550	KEYSTONE	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	(803) 799-2000		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	301 S. College Street		
Address Line 2:	23rd Floor, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	003724/11959		
NAME OF SUBMITTER:	Charles G. Zug		
SIGNATURE:	/cgz/		
DATE SIGNED:	07/14/2018		
Total Attachments: 6			

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (“Assignment”) is made and entered into as of April 12, 2017 between Milliken Design, Inc., a Delaware corporation (“Assignee”), and Keystone Aniline Corporation, an Illinois corporation (“Assignor”). Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement (defined below).

Recitals

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement by and among Assignor, Assignee, Milliken Industrials Limited, a private limited company registered in England and Wales, and Keystone Europe Limited, a private limited company registered in England and Wales, dated as of the date hereof (the “Purchase Agreement”), which provides, among other things, for the sale and assignment by Assignor to Assignee of the Purchased Assets, including certain trademarks owned by Assignor;

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree, subject to the terms and conditions of the Purchase Agreement, as follows:

1. Assignment

1.1 Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in, to and under the trademarks set forth on Schedule A (the “Marks”), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

1.2 Assignor hereby authorizes the Commissioner for Trademarks of the United States and the European Union Intellectual Property Office to record the transfer of the Marks to the Assignee and to record Assignee as the assignee and owner for the Marks via recordation of this assignment.

2. General

2.1 This Assignment and all of the provisions of this Assignment will be binding upon and inure to the benefit of the parties to this Assignment and their respective successors and permitted assigns.

2.2 This Assignment is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Assignment, express or implied, is intended to, or will be construed to modify, expand or limit in any way the terms of, the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

2.3 This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

2.4 THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO PRINCIPLES GOVERNING CONFLICTS OF LAW.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the date first set forth above.

ASSIGNOR:

KEYSTONE ANILINE CORPORATION


By: 
Name: George Andrews
Title: President

[Signature Page to Trademark Assignment]

TRADEMARK
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ASSIGNEE:

MILLIKEN DESIGN, INC.

By: 
Name: James J. McNulty
Title: Vice President

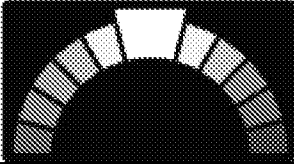

[Signature Page to Trademark Assignment]

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Schedule A

Marks

<u>Mark</u>	<u>Jurisdiction</u>	<u>Class</u>	<u>Registration Number</u>	<u>Registration Date</u>
NEROSOL®	United States	2	3,467,395	July 15, 2008
	United States	2	4,274,996	January 15, 2013
KEYPLAST®	United States	2	3,954,824	May 3, 2011
KEYSTONE®	United States	2	3,284,550	August 28, 2007
	United States	2	3,957,389	May 10, 2011
NEROSOL®	Canada	n/a	TMA861,243	September 25, 2013
KEYSTONE®	Canada	n/a	TMA870,723	February 5, 2014
KEYPLAST®	Canada	n/a	TMA870,718	February 5, 2014
	Canada	n/a	TMA920,856	November 20, 2015
KEYSTONE®	China	2	8634321	September 21, 2011
NEROSOL®	China	2	8634322	September 21, 2011
KEYPLAST®	China	2	8634323	September 21, 2011
	China	2	8634324	September 21, 2011
	China	2	11087598	November 7, 2013

KEYSTONE®	EUTM	2	009344185	February 10, 2011
NEROSOL®	EUTM	2	009344227	February 10, 2011
KEYPLAST®	EUTM	2	009344251	February 10, 2011
	EUTM	2	009344433	February 10, 2011
	EUTM	2	010912111	May 24, 2011

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