

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM490461

|                              |                          |
|------------------------------|--------------------------|
| <b>SUBMISSION TYPE:</b>      | RESUBMISSION             |
| <b>NATURE OF CONVEYANCE:</b> | NUNC PRO TUNC ASSIGNMENT |
| <b>EFFECTIVE DATE:</b>       | 10/01/2017               |
| <b>RESUBMIT DOCUMENT ID:</b> | 900458311                |

## CONVEYING PARTY DATA

| Name                  | Formerly | Execution Date | Entity Type           |
|-----------------------|----------|----------------|-----------------------|
| Milliken Design, Inc. |          | 07/13/2018     | Corporation: DELAWARE |

## RECEIVING PARTY DATA

|                        |                         |
|------------------------|-------------------------|
| <b>Name:</b>           | Milliken & Company      |
| <b>Street Address:</b> | 920 Milliken Road, M495 |
| <b>City:</b>           | Spartanburg             |
| <b>State/Country:</b>  | SOUTH CAROLINA          |
| <b>Postal Code:</b>    | 29303                   |
| <b>Entity Type:</b>    | Corporation: DELAWARE   |

## PROPERTY NUMBERS Total: 4

| Property Type               | Number  | Word Mark |
|-----------------------------|---------|-----------|
| <b>Registration Number:</b> | 3467395 | NEROSOL   |
| <b>Registration Number:</b> | 4274996 | KEYSTONE  |
| <b>Registration Number:</b> | 3954824 | KEYPLAST  |
| <b>Registration Number:</b> | 3284550 | KEYSTONE  |

## CORRESPONDENCE DATA

**Fax Number:** 8032559831  
**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:** (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

|                                |                |
|--------------------------------|----------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 003724/11959   |
| <b>NAME OF SUBMITTER:</b>      | Charles G. Zug |
| <b>SIGNATURE:</b>              | /cgz/          |
| <b>DATE SIGNED:</b>            | 09/18/2018     |

**Total Attachments: 4**

source=Assignment - Milliken Design to Milliken and Company#page1.tif

source=Assignment - Milliken Design to Milliken and Company#page2.tif

source=Assignment - Milliken Design to Milliken and Company#page3.tif

source=Assignment - Milliken Design to Milliken and Company#page4.tif

## TRADEMARK ASSIGNMENT

This **ASSIGNMENT** ("Assignment") is effective as of October 1, 2017 between Milliken & Company, a Delaware corporation ("Assignee"), and Milliken Design, Inc., a Delaware corporation ("Assignor").

### Recitals

**WHEREAS**, Assignor and Assignee are parties to that certain Joint Written Consent to Action of the Sole Stockholder and Board of Directors dated as of October 1, 2017 (the "Transfer Agreement"), which provides, among other things, for the transfer by Assignor to Assignee of the assets relating to certain chemical colorant formulation and manufacturing business, including certain trademarks owned by Assignor and their associated goodwill;

**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 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.

#### 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 Transfer 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 Transfer Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Transfer Agreement, the Transfer Agreement will govern.

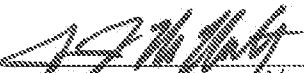
2.3 This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

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.

IN WITNESS WHEREOF, the parties hereto have set their signature below:

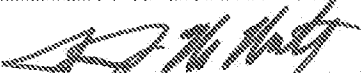
**ASSIGNOR**

**MILLIKEN DESIGN, INC.**

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

**ASSIGNEE**

**MILLIKEN & COMPANY**

By:   
Name: James J. McNulty  
Title: CEO

Date Signed: July 13, 2018

**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       |