

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Albemarle Corporation		04/03/2018	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	W. R. Grace & Co.-Conn.		
Street Address:	7500 Grace Drive		
Internal Address:	Attn: Trademark Department		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21044		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85603429	ADVANTAGE	
Serial Number:	77622441	ACTIVCAT	
CORRESPONDENCE DATA			
Fax Number:	4105314195		
<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:	(410) 531-4511		
Email:	columbia.trademarks@grace.com		
Correspondent Name:	Charles A. Cross		
Address Line 1:	7500 Grace Drive		
Address Line 2:	Attn: Trademark Department		
Address Line 4:	Columbia, MARYLAND 21044		
NAME OF SUBMITTER:	Charles A Cross		
SIGNATURE:	/Charles A Cross/		
DATE SIGNED:	11/21/2018		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “IP Assignment”), dated as of April 3, 2018, by and between Albemarle Corporation, a Virginia corporation (the “Seller”), and W. R. Grace & Co.-Conn., a Connecticut corporation (the “Purchaser”), the purchaser of certain assets of Seller pursuant to the Amended and Restated Sale and Purchase Agreement, dated as of February 21, 2018, by and between Seller and Purchaser (as amended, restated, supplemented or modified prior to the date hereof, the “Purchase Agreement”).

WHEREAS, under the terms of the Purchase Agreement, Seller has agreed to convey, transfer and assign to Purchaser, among other assets, certain intellectual property of Seller, which is described as Transferred Owned Intellectual Property in Section 1.238 of the Purchase Agreement, including the registered intellectual property listed in Exhibit 1 attached hereto (collectively, the “Seller Intellectual Property”); and

WHEREAS, the Seller has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, Seller and Purchaser agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, conveys, transfers and assigns to Purchaser, its successors, legal representatives, and assigns, all of Seller’s right, title and interest in and to the Seller Intellectual Property, including the intellectual property as described on Exhibit 1, and including the right to compromise, sue and collect damages for past and future infringement, as well as collect royalties under the intellectual property in Exhibit 1, including divisions, renewals and continuations thereof. The rights conveyed hereunder shall further include rights of priority for filing of the patent applications described on Exhibit 1 in any region, country or countries.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks and the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Seller Intellectual Property to Buyer.

3. Purchase Agreement. This IP Assignment is executed and delivered pursuant to the Purchase Agreement. Notwithstanding any other provision of this IP Assignment, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions of the Purchase Agreement, including without limitation, the representations, warranties, covenants and agreements of any of the parties thereto.

4. Binding Effect. All of the terms and provisions of this IP Assignment shall be binding upon and inure solely to the benefit of each party hereto and its successors and permitted assigns, and nothing in this IP Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under this IP Assignment.

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would apply the law of a different jurisdiction.

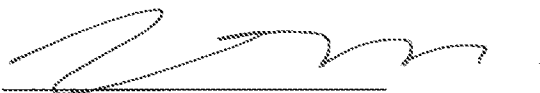
6. Amendment. This IP Assignment may not be amended or modified except by an instrument in writing signed by all of the parties hereto.

7. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this IP Assignment to be executed as of the date first written above by its respective officers thereunto duly authorized.

ALBEMARLE CORPORATION

By: 
Name: Terry Hammons
Title: VP, Deputy General Counsel, Corporate, Chief
Regional Counsel and Assistant Secretary

W. R. GRACE & CO.-CONN.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this IP Assignment to be executed as of the date first written above by its respective officers thereunto duly authorized.

ALBEMARLE CORPORATION

By: _____
Name:
Title:

W. R. GRACE & CO.-CONN.


By: 
Name: Jonathan Raper
Title: VP, W&P DEV

EXHIBIT 1

Jurisdiction	Application No.	Filing Date	Patent No.
CA	2,650,483	2-May-2007	2,650,483
CN	200780016029.7	2-May-2007	ZL200780016029.7
EP	7761717.3	2-May-2007	n/a
IN	6327/CHENP/2008	2-May-2007	286083
JP	2009-510042	2-May-2007	5775259
KR	2008-7029618	2-May-2007	1461241
US	12/299,555	2-May-2007	7,960,488
US	12/097,246	12-Jun-2008	8,642,497
JP	513365/09	10-May-2007	5825755
US	12/303,045	1-Dec-2008	7,923,401
CN	200780027002.80	2-Jul-2007	200780027002.00
US	12/374,411	2-Jul-2007	8,088,952
BE	7799240.0	2-Jul-2007	2 041 188
CA	2,657,125	2-Jul-2007	2,657,125
CN	200780027003.2	2-Jul-2007	ZL200780027003.2
DE	7799240.2	2-Jul-2007	2 041 188
IN	10341/DELNP/2008	2-Jul-2007	283397
JP	520883/09	2-Jul-2007	5607927
KR	2009-7001272	2-Jul-2007	1421309
US	12/374,388	20-Oct-2009	7,897,707
US	12/374,420	20-Jan-2009	7,902,390
BE	7842600.4	17-Sep-2007	2 099 833
CA	2,663,342	17-Sep-2007	2,663,342
CN	200780034808X	17-Sep-2007	ZL200780034808X
FR	7842600.4	17-Sep-2007	2 099 833
DE	7842600.4	17-Sep-2007	2 099 833
GCC	2007/9121	22-Sep-2007	2949
IN	1388/DELNP/2009	17-Sep-2007	278537
IT	7842600.4	17-Sep-2007	2 099 833
JP	529322/09	17-Sep-2007	6026716
KR	2009-7007728	17-Sep-2007	1430777
NL	7842600.4	17-Sep-2007	2 099 833
ES	7842600.4	17-Sep-2007	2 099 833
GB	7842600.4	17-Sep-2007	2 099 833
US	12/442,345	20-Mar-2009	8,501,655
CA	2,670,826	4-Dec-2007	2,670,826
CN	200780046145.3	4-Dec-2007	ZL2007800461453
EP	7868982.5	4-Dec-2007	n/a

Jurisdiction	Application No.	Filing Date	Patent No.
IN	328/DELNP/2009	4-Dec-2007	279799
JP	541477/09	4-Dec-2007	5700933
KR	2009-7014592	4-Dec-2007	1450357
US	12/519,254	4-Dec-2007	7,928,172
BE	8799007.3	29-Aug-2008	2 195 112
BR	PI-0815807-0	29-Aug-2008	n/a
CA	2,696,926	29-Aug-2008	2,696,926
CN	2008801042201.0	29-Aug-2008	n/a
FR	8799007.3	29-Aug-2008	2 195 112
DE	8799007.3	29-Aug-2008	2 195 112
GCC	11611/2008	27-Aug-2008	n/a
IN	1515/DELNP/2010	29-Aug-2008	281696
IN	201618001121.0	12-Jan-2016	n/a
IT	8799007.3	29-Aug-2008	2 195 112
JP	523171/10	29-Aug-2008	5695419
JP	2013-252974	6-Dec-2013	5918202
KR	2010-7003791	29-Aug-2008	1529340
MX	MX/a/2010/002085	29-Aug-2008	320931
MX	MX/a/2013/009779	23-Aug-2013	347382
NL	8799007.3	29-Aug-2008	2 195 112
SG	201001027-0	29-Aug-2008	159179
ES	8799007.3	29-Aug-2008	2 195 112
GB	8799007.3	29-Aug-2008	2 195 112
US	12/201,985	29-Aug-2008	8,354,485
US	13/631,155	28-Sep-2012	8,575,284
US	12/676,289	3-Mar-2010	8,088,939
BE	9715255.7	2-Mar-2009	2 250 146
CA	2,715,791	2-Mar-2009	2,715,791
CN	2009801071459.0	2-Mar-2009	101959843
FR	9715255.7	2-Mar-2009	2 250 146
DE	9715255.7	2-Mar-2009	2 250 146
IN	5916/DELNP/2010	2-Mar-2009	278339
IT	9715255.7	2-Mar-2009	2 250 146
JP	548935/10	2-Mar-2009	5492098
KR	2010-7019680	2-Mar-2009	1609000
NL	9715255.7	2-Mar-2009	2 250 146
ES	9715255.7	2-Mar-2009	2465003
GB	9715255.7	2-Mar-2009	2 250 146
US	12/919,629	26-Aug-2010	8,163,948
BE	11793570.0	14-Nov-2011	2 643 366

Jurisdiction	Application No.	Filing Date	Patent No.
BR	112013010627-1	30-Apr-2013	n/a
CA	2,815,336	14-Nov-2011	n/a
CN	201180055919.5	14-Nov-2011	103380154
FR	11793570.0	14-Nov-2011	2 643 366
DE	11793570.0	14-Nov-2011	2 643 366
GCC	2011/19821	22-Nov-2011	n/a
IN	3720/DELNP/2013	14-Nov-2011	n/a
IT	11793570.0	14-Nov-2011	2 643 366
JP	2013-539926	14-Nov-2011	6023069
KR	2013-7012182	14-Nov-2011	n/a
MX	MX/a/2013/005612	14-Nov-2011	331907
NL	11793570.0	14-Nov-2011	2 643 366
RU	20131328495	21-Jun-2013	2581361
SG	201303130-7	14-Nov-2011	189518
ES	11793570.0	14-Nov-2011	2 643 366
TW	100142479	21-Nov-2011	I546123
TH	1301002402	14-Nov-2011	n/a
GB	11793570.0	14-Nov-2011	2 643 366
US	13/988,886	22-May-2013	8,895,465
BR	BR 11 2013 022702 8	5-Sep-2013	n/a
CA	2,828,936	8-Mar-2012	n/a
CN	201280014665.7	8-Mar-2012	103534278
EP	12710611	27-Sep-2013	n/a
GCC	2012/20699	7-Mar-2012	n/a
IN	7605/DELNP/2013	29-Aug-2013	n/a
JP	557847/13	6-Sep-2013	6012640
KR	2013-7025031	24-Sep-2013	n/a
MX	MX/a/2013/010313	9-Sep-2013	337111
SG	201306588-3	2-Sep-2013	193257
TW	101107581	7-Mar-2012	I555574
TH	1301005031	9-Sep-2013	n/a
US	14/003,023	4-Sep-2013	9,090,720
BR	BR112014026674-3	14-Mar-2013	n/a
CN	201380026316.1	20-Nov-2014	104854150
EP	13 712 467.3	20-Nov-2014	n/a
GCC	2013/24208	24-Apr-2013	n/a
IN	8959/DELNP/2014	27-Oct-2014	n/a
JP	508961/15	14-Mar-2013	n/a
KR	2014-7033030	25-Nov-2014	n/a
US	14/396,915	24-Oct-2014	n/a

Jurisdiction	Application No.	Filing Date	Patent No.
BE	13802147.2	7-Apr-2015	2 925 766
CA	2,888,243	8-Nov-2013	n/a
CN	201380057273.3	8-Nov-2013	n/a
FR	13802147.2	7-Apr-2015	2 925 766
DE	13802147.2	7-Apr-2015	2 925 766
IN	3175/DELNP/2015	15-Apr-2015	n/a
IT	13802147.2	7-Apr-2005	5020160000102430
JP	544079/15	30-Apr-2015	n/a
KR	2015-7010704	24-Apr-2015	n/a
NL	13802147.2	7-Apr-2015	2 925 766
ES	13802147.2	7-Apr-2015	2 925 766
GB	13802147.2	7-Apr-2015	2 925 766
US	14/434,132	8-Apr-2015	9,738,662
US	15/651,410	17-Jul-2017	n/a
DE	97946925.1	5-Nov-1997	67921033.2
JP	521871/98	5-Nov-1997	4033911
BE	98938485.4	11-Aug-1998	1 003 756
FR	98938485.4	11-Aug-1998	1 003 756
DE	98938485.4	11-Aug-1998	1 003 756
IT	98938485.4	11-Aug-1998	1 003 756
JP	200-506219	11-Aug-1998	4127959
ES	98938485.4	11-Aug-1998	1 003 756
GB	98938485.4	11-Aug-1998	1 003 756
US	09/057,178	8-Apr-1998	5,905,162
US	09/040,874	18-Mar-1998	6,013,820
BE	99937712.0	28-Jul-1999	1 115 730
FR	99937712.0	28-Jul-1999	1 115 730
DE	99937712.0	28-Jul-1999	1 115 730
IT	99937712.0	28-Jul-1999	1 115 730
NL	99937712.0	28-Jul-1999	1 115 730
ES	99937712.0	28-Jul-1999	1 115 730
GB	99937712.0	28-Jul-1999	1 115 730
US	09/159,528	23-Mar-1998	5,965,759
DE	990814.4	15-Nov-2000	60002503.9
US	09/444,765	22-Nov-1999	6,084,117
US	09/724,647	28-Nov-2000	6,388,138
DE	1939878.3	1-Jun-2001	60101964.4
US	09/586,818	5-Jun-2000	6,252,098
US	10/877,026	24-Jun-2004	7,087,780
BE	4814124.6	14-Dec-2004	1 701 963

Jurisdiction	Application No.	Filing Date	Patent No.
CA	2,546,579	14-Dec-2004	2,546,579
CN	200480039682.1	14-Dec-2004	ZL200480039682.1
FR	4814124.6	14-Dec-2004	1 701 963
DE	4814124.6	14-Dec-2004	1 701 963
IT	4814124.6	14-Dec-2004	1 701 963
JP	2006-547114	14-Dec-2004	4783739
NL	4814124.6	14-Dec-2004	1 701 963
ES	4814124.6	14-Dec-2004	2362882
GB	4814124.6	14-Dec-2004	1 701 963
US	10/751,144	31-Dec-2003	7,193,100
US	11/509,938	25-Aug-2006	7,355,058
US	11/718,380	1-May-2007	7,871,547

Trademark	Owner	Jurisdiction	Registration No.	Registration Date
ACTIVCAT	Albemarle Corporation	EU	7399901	
		US	3,829,070	3-Aug-2010
ADVANTAGE	Albemarle Corporation	US	4,491,721	4-Mar-2014
		CN	11601961	
		IN	2414584	
		MX	1318398	