

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Panreac Quimica, S.L.		11/21/2017	Sociedad De Responsabilidad Limitada:
RECEIVING PARTY DATA			
Name:	ITW Limited		
Street Address:	Station Road, Egham		
Internal Address:	Nexus House,		
City:	Surrey		
State/Country:	UNITED KINGDOM		
Postal Code:	TW20 9LB		
Entity Type:	Limited Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2215933	PANREAC	
CORRESPONDENCE DATA			
Fax Number:	2024084400		
<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:	2024084000		
Email:	docketing@finnegan.com		
Correspondent Name:	Christie Baty Hudgins		
Address Line 1:	901 New York Avenue, NW		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	Christie Baty Hudgins		
SIGNATURE:	/Christie Baty Hudgins/		
DATE SIGNED:	01/31/2019		
Total Attachments: 20			
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INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT

This INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT (this "Agreement") is effective this 21st day of November 2017 (the "Effective Date") by and among **Panreac Quimica, S.L.**, a company organized under the laws of Spain ("Seller") and **ITW Limited**, a United Kingdom company ("Purchaser") (collectively, the "Parties").

This Agreement sets forth the terms and conditions upon which Seller will sell to Purchaser, and Purchaser will purchase from Seller, certain Intellectual Property, as defined below, and Purchaser will assume certain liabilities related to the Intellectual Property upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above and the other consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND TERMS

1.1 Specific Definitions. As used in this Agreement, the following terms have the following meanings:

"Affiliate" of a Party means any entity controlled by, controlling, or under common control with such Party, where "control" in any of the foregoing forms means ownership, either direct or indirect, of more than 50% of the equity interest entitled to vote for the election of directors or equivalent governing body. An entity shall be considered an Affiliate only so long as such entity continues to meet the foregoing definition.

"Agreement" means this Intellectual Property Asset Purchase Agreement, as the same may be amended or supplemented from time to time in accordance with the terms of this Agreement.

"Assumed Liabilities" has the meaning specified in Schedule 2.2(a).

"Consent" means any consent, waiver, approval, authorization, exemption, registration or declaration.

"Customer Based Intangibles" means all right, title and interest of whatever nature in and to the intellectual property or types of intellectual property used in the Seller's business and listed in Schedule 3 attached hereto.

"Damages" has the meaning specified in Section 5.1.

"Excluded Assets" has the meaning specified in Schedule 2.1(e).

"Excluded Liabilities" has the meaning specified in Schedule 2.2(b).

"Intellectual Property" has the meaning specified on Schedule 2.1(a) attached hereto including intellectual property that is the subject of pending or granted registrations: the issued patents and pending patent applications specified on Schedule 2.1(b); the registered trademarks and pending trademark applications specified on Schedule 2.1(c); and the domain names specified on Schedule 2.1(d); and any and all good will in any of the foregoing.

"Judgments" means any judgments, injunctions, orders, writs, rulings or awards of any court or other judicial authority or any governmental, administrative or regulatory authority of competent jurisdiction.

"Laws" means any federal, state, local or foreign law, statute, ordinance, rule, regulation, order or decree.

"Material Adverse Effect" means a material adverse effect on the Intellectual Property, whether taken individually or as a whole.

"Person" means an individual, a corporation, a limited liability company, a partnership, joint stock company, an association, a joint venture, firm, enterprise, a trust (including a business trust), official body or other entity or organization.

"Purchaser Indemnified Party" means Purchaser, Purchaser's Affiliates and its and their respective directors, officers, shareholders, attorneys, accountants, agents and employees, and their respective heirs, successors and assigns.

"Seller Indemnified Party" means Seller, Seller's respective Affiliates and its and their respective directors, officers, shareholders, attorneys, accountants, agents and employees, and their respective heirs, successors and assigns.

"United States" means the United States of America as defined in 35 USC § 100(c).

1.2 Other Definitional Provisions. (a) Any reference to an Article, Section or Annex is a reference to an Article or Section of, or an Annex to, this Agreement.

(b) Terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.

(c) The words "include", "includes" and "including" are not limiting.

ARTICLE II

TRANSFER OF ASSETS AND LIABILITIES

2.1 Purchase and Sale of the Intellectual Property. (a) Except for those Excluded Assets, upon the terms and subject to the conditions of this Agreement, Seller hereby sells, transfers, conveys, assigns and delivers to Purchaser, and Purchaser hereby purchases, acquires and accepts from Seller, with full title guarantee, all right, title and interest in and to the Intellectual Property, together with all common law rights connected thereto and all rights of action, powers, benefits and immunities belonging to the same wherever in the world, including the right to sue for and obtain damages and other relief in respect of any act of infringement and other causes of action (whether past, present or future) of or relating to the Intellectual Property or any part thereof and the violation of any common law rights connected with the Intellectual Property.

(b) Any asset not designated as Intellectual Property on Schedules 2.1(a), 2.1(b), 2.1(c), or 2.1(d) or specified as an excluded asset on Schedule 2.1(e) shall be deemed an "Excluded Asset".

2.2 Assumption of Liabilities. (a) Upon the terms and subject to the conditions of this Agreement, Purchaser hereby agrees to assume and discharge or perform when due, all liabilities and obligations whatsoever, that relate to the Intellectual Property (the "Assumed Liabilities") and any other liabilities and obligations specifically assumed by Purchaser under this Agreement.

(b) The Assumed Liabilities shall exclude any and all liabilities arising out of or relating to the Excluded Assets. The liabilities, obligations and commitments enumerated in this Section 2.2(b) are the "Excluded Liabilities".

2.3 Consideration. (a) Purchaser agrees, within thirty (30) days from the Effective Date of this Agreement, or within such other reasonable period of time as the Parties may agree, to deliver to Seller, in full payment for the aforementioned sale, conveyance, assignment, transfer and delivery of the Intellectual Property and the assumption of the Assumed Liabilities, the amount of [REDACTED] (the "Purchase Price").

(b) Notwithstanding any provision of this Agreement to the contrary, the sale, conveyance, assignment, transfer and delivery of the Intellectual Property and the assumption of the Assumed Liabilities are effective as of the Effective Date.

(c) Notwithstanding any provision of this Agreement to the contrary, the Purchase Price allocated pursuant to 2.3(a) for the sale, conveyance, assignment, transfer and delivery of the Intellectual Property and the assumption of the Assumed Liabilities may be adjusted, if such adjustment is made within twelve (12) months from the date of this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.5 Intellectual Property. (a) Schedule 2.1(a) contains a complete and correct list of all Intellectual Property owned by Seller as of the date of this Agreement with the exception of the Excluded Assets as specified on Schedule 2.1(e). All Intellectual Property which is the subject of this transfer is owned by Seller without any encumbrances or rights of third parties and without any source code escrow arrangements.

(b) With respect to the Intellectual Property: (i) there are no outstanding claims by Seller against third parties regarding infringement or other violation of the Intellectual Property identified on Schedule 2.1(a); (ii) Seller has received no written notice of any outstanding claims by third parties that Seller's use of the Intellectual Property identified on Schedule 2.1(a) infringes or otherwise violates the rights of a third party. (iii) all fees, if any, to the relevant patent and trademark offices and any other relevant register regarding the registered or pending Intellectual Property identified on Schedules 2.1(b), (c) and (d) that are due and payable on or before the Effective Date of this Agreement have been paid in full; (iv) none of the registered or pending Intellectual Property identified on Schedules 2.1(b), (c) and (d) is the subject of any pending proceedings for opposition, cancellation or revocation; (v) no proceedings have been instituted or are pending which challenge the validity or enforceability of the registered Intellectual Property identified in Schedules 2.1(b), (c) and (d); and (vi) the Seller has taken all reasonable steps as necessary to maintain its trade secret and confidential information.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as follows:

4.1 Organization. Purchaser is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization.

4.2 Authorization. Purchaser has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Purchaser have been duly and validly authorized by all necessary action of Purchaser and no additional authorization on the part of Purchaser is necessary in connection with the execution, delivery and performance by Purchaser of this Agreement.

4.3 Binding Effect. This Agreement has been duly executed and delivered by Purchaser and is a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with their respective terms, subject to applicable bankruptcy, insolvency and similar Laws affecting creditors' rights generally and to general principles of equity.

ARTICLE V

INDEMNIFICATION

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



ARTICLE VI

GENERAL PROVISIONS

6.1 Commercially Reasonable Efforts. Each party to this Agreement shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under the applicable laws or otherwise required to be taken or done by it to consummate the transactions contemplated hereby.

6.2 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, assigns, and Affiliates, but shall not be assignable by any party hereto without the prior written consent of the other parties hereto. Any purported assignment prohibited hereby shall be null and void.

6.3 Waiver. No party may waive any of the terms or conditions of this Agreement except by an instrument in writing, duly signed by each of the parties.

6.4 Entire Agreement; Amendment. This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties hereto and their affiliates with respect to the matters set forth in this Agreement. This Agreement may not be amended except by an instrument in writing signed by each party to this Agreement.

6.5 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, UNITED STATES OF AMERICA, REGARDLESS OF CONFLICT OF LAW PRINCIPLES THEREOF.

6.6 Consent to Jurisdiction. All disputes, litigation, proceedings or other legal actions by any party to this Agreement in connection with or relating to this Agreement or any matters described or contemplated in this Agreement shall be instituted in the courts of the State of Illinois or of the United States of America sitting in the State of Illinois. Each party to this Agreement irrevocably submits to the exclusive jurisdiction of the courts of the State of Illinois and of the United States of America sitting in the State of Illinois in connection with any such dispute, litigation, action or proceeding arising out of or relating to this Agreement.

6.7 Notices. Any notices or other communications required or permitted under this Agreement or otherwise in connection herewith shall be in writing and shall be deemed to have been duly given when delivered in person or upon confirmation of receipt when transmitted by facsimile transmission or on receipt after dispatch by registered or certified mail, postage prepaid, addressed, as follows:

If to Seller to:

Panreac Quimica, S.L.
C/ Garraf 2
Polígono Pla de la Bruguera
Castellar del Vallès, Barcelona, 08211
Spain

If to Purchaser to:

ITW Limited
Nexus House
Station Road
Egham, Surrey TW20 9LB
United Kingdom

or such other address as the person to whom notice is to be given has furnished in writing to the other parties. A notice of change in address shall not be deemed to have been given until received by the addressee.

6.8 Headings and Schedules. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The disclosure or inclusion of any matter or item on any Schedule shall not be deemed an acknowledgment or admission that any such matter or item is required to be disclosed or is material for purposes of the representations and warranties set forth in this Agreement.

6.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

6.10 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Panreac Quimica, S.L.

By:  _____

Name: José R. R. Rodríguez

Title: General Manager

ITW Limited

By: _____

Name: Giles Hudson

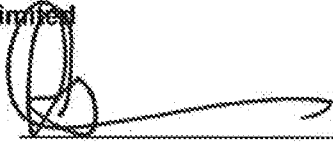
Title: Director

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Panreac Quimica, S.L.

By: _____
Name: _____
Title: _____

ITW Limited

By:  _____
Name: Giles Hudson
Title: Director

SCHEDULE 2.1(a)
INTELLECTUAL PROPERTY

Intellectual Property means and includes any of the following that pertain to the business of the Seller, and all applications and registrations for the foregoing as listed on Schedules 2.1(b) to (d):

(a) all inventions, improvements, U.S., foreign and international design and utility patent registrations and applications (including all reissues, divisions, continuations, continuations-in-part and extensions of any patent or patent application), industrial designs and applications for registration of industrial designs;

(b) all business and trade names, trade dress, logos and designs, brand names, slogans, domain names, trademarks and service marks (whether registered, unregistered or existing at common law and used with goods or services and including goodwill attaching to such trademarks), registrations and applications for such trademarks and service marks;

(c) all copyrights and copyright registrations; and

(d) all trade secrets and other rights in, know-how and confidential or proprietary information, excluding Customer Based Intangibles, and including but not limited to, technologies in development, computer programs and other computer software (including software systems and applications), Web sites, domains, domain names and related software, interfaces, topographies, source code, object code, algorithms, display screens, layouts, development tools, instructions, templates, evaluation software and hardware, formulae and information, manufacturing, engineering and other drawings and manuals, technology, processes, design, lab journals, notebooks, schematics, data, plans, blue prints, research and development reports, technical information, technical assistance, engineering data, design and engineering specifications.

SCHEDULE 2.1(b)
PATENTS

None.

SCHEDULE 2.1(c)
TRADEMARKS

Trademark	Class	Country	Type	App No	Fil Date	Reg No	Reg Date	Status
ADITIO	01, 05	European Union (Community)	ORD	1237320	12-Jul-1999	1237320	16-Aug-2000	Registered
ADITIO	35, 38	Spain	ORD	2515131	28-Nov-2002	2515131	15-Jul-2003	Registered
ADITIO	1	Algeria	MPR	433672	04-Nov-1977	433672	04-Nov-1977	Registered
ADITIO	1	Bosnia and Herzegovina	MPR	433672	04-Nov-1977	433672	04-Nov-1977	Registered
ADITIO	1	Croatia	MPR	433672	04-Nov-1977	433672	04-Nov-1977	Registered
ADITIO	1	Egypt	MPR	433672	04-Nov-1977	433672	04-Nov-1977	Registered
ADITIO	1	Liechtenstein	MPR	433672	04-Nov-1977	433672	04-Nov-1977	Registered
ADITIO	1	Monaco	MPR	433672	04-Nov-1977	433672	04-Nov-1977	Registered
ADITIO	1	Morocco	MPR	433672	04-Nov-1977	433672	04-Nov-1977	Registered
ADITIO	1	Russian Federation	MPR	433672	04-Nov-1977	433672	04-Nov-1977	Registered
ADITIO	1	Switzerland	MPR	433672	04-Nov-1977	433672	04-Nov-1977	Registered
ADITIO	1	Vietnam	MPR	433672	04-Nov-1977	433672	04-Nov-1977	Registered
ADITIO	1	Int'l Registration - Madrid Agreement / Protocol	ORD	433672	04-Nov-1977	433672	04-Nov-1977	Registered
AQUAMETRIC	01, 05, 09	European Union (Community)	ORD	1404789	30-Nov-1999	1404789	19-Jan-2001	Registered
AQUAMETRIC	01, 05, 09	Algeria	MPR	749050	02-Jan-2001	749050	02-Jan-2001	Registered
AQUAMETRIC	01, 05, 09	Cuba	MPR	749050	02-Jan-2001	749050	02-Jan-2001	Registered
AQUAMETRIC	01, 05	Egypt	MPR	749050	02-Jan-2001	749050	02-Jan-2001	Registered
AQUAMETRIC	01, 05, 09	Morocco	MPR	749050	02-Jan-2001	749050	02-Jan-2001	Registered
AQUAMETRIC	1	Singapore	MPR	749050	02-Jan-2001	749050	02-Jan-2001	Registered
AQUAMETRIC	01, 05, 09	Turkey	MPR	749050	02-Jan-2001	749050	02-Jan-2001	Registered
AQUAMETRIC	01, 05, 09	Int'l Registration - Madrid Agreement / Protocol	ORD	749050	02-Jan-2001	749050	02-Jan-2001	Registered
CULTIMED	5	Spain	ORD	1766320 M2	09-Jun-1993	1766320 M2	09-Jun-1993	Registered
CULTIMED	01, 03, 05	Algeria	MPR	613292	28-Jan-1994	613292	28-Jan-1994	Registered
CULTIMED	01, 03, 05	Belarus	MPR	613292	28-Jan-1994	613292	28-Jan-1994	Registered
CULTIMED	01, 03, 05	China (People's Republic)	MPR	613292	28-Jan-1994	613292	28-Jan-1994	Registered
CULTIMED	5	Egypt	MPR	613292	28-Jan-1994	613292	28-Jan-1994	Registered

Trademark	Class	Country	Type	App No	Fil Date	Reg No	Reg Date	Status
CULTIMED	01, 03, 05	Korea, Democratic People's Republic of	MPR	613292	28-Jan-1994	613292	28-Jan-1994	Registered
CULTIMED	01, 03, 05	Morocco	MPR	613292	28-Jan-1994	613292	28-Jan-1994	Registered
CULTIMED	01, 03, 05	Russian Federation	MPR	613292	28-Jan-1994	613292	28-Jan-1994	Registered
CULTIMED	01, 03, 05	Serbia	MPR	613292	28-Jan-1994	613292	28-Jan-1994	Registered
CULTIMED	01, 03, 05	Switzerland	MPR	613292	28-Jan-1994	613292	28-Jan-1994	Registered
CULTIMED	01, 03, 05	Ukraine	MPR	613292	28-Jan-1994	613292	28-Jan-1994	Registered
CULTIMED	01, 03, 05	Vietnam	MPR	613292	28-Jan-1994	613292	28-Jan-1994	Registered
CULTIMED	01, 03, 05	Int'l Registration - Madrid Agreement / Protocol	ORD	613292	28-Jan-1994	613292	28-Jan-1994	Registered
CULTIMED	01, 05	European Union (Community)	ORD	6683064	20-Feb-2008	6683064	23-Jan-2009	Registered
DERQUIM	3	Spain	ORD	2031555 M4	29-May-1996	2031555 M4	29-May-1996	Registered
DIDACTIC	1	Spain	ORD	861674 M	08-Nov-1977	861674 M	08-Nov-1977	Registered
HIPERPUR	01, 09	European Union (Community)	ORD	2412872	16-Oct-2001	2412872	20-Sep-2007	Registered
HISTOFIX	01, 05, 09	European Union (Community)	ORD	2539005	16-Jan-2002	2539005	22-Apr-2003	Registered
PANREAC	1	Taiwan	ORD	088029554	16-Jun-1999	910821	01-Nov-2000	Registered
PANREAC	1	Dominican Republic	ORD	100833	30-Nov-1998	100833	30-Nov-1998	Registered
PANREAC	NA	Canada	ORD	1010289	30-Mar-1999	TMA539977	22-Jan-2001	Registered
PANREAC	1	Israel	ORD	107105	21-Aug-1996	107105	21-Aug-1996	Registered
PANREAC	01, 05	Algeria	MPR	1348524	24-Nov-2016	1348524	24-Nov-2016	Registered
PANREAC	01, 05	Belarus	MPR	1348524	24-Nov-2016	1348524	24-Nov-2016	Registered
PANREAC	01, 05	Bosnia and Herzegovina	MPR	1348524	24-Nov-2016	1348524	24-Nov-2016	Registered
PANREAC	01, 05	China (People's Republic)	MPR	1348524	24-Nov-2016	1348524	24-Nov-2016	Registered
PANREAC	01, 05	Croatia	MPR	1348524	24-Nov-2016	1348524	24-Nov-2016	Registered
PANREAC	01, 05	Egypt	MPR	1348524	24-Nov-2016	1348524	24-Nov-2016	Registered
PANREAC	01, 05	Kazakhstan	MPR	1348524	24-Nov-2016	1348524	24-Nov-2016	Registered
PANREAC	01, 05	Korea, Republic of	MPR	1348524	24-Nov-2016	1348524	24-Nov-2016	Registered
PANREAC	01, 05	Morocco	MPR	1348524	24-Nov-2016	1348524	24-Nov-2016	Registered
PANREAC	01, 05	Russian Federation	MPR	1348524	24-Nov-2016	1348524	24-Nov-2016	Registered
PANREAC	01, 05	Serbia	MPR	1348524	24-Nov-2016	1348524	24-Nov-2016	Registered
PANREAC	01, 05	Switzerland	MPR	1348524	24-Nov-2016	1348524	24-Nov-2016	Registered
PANREAC	01, 05	Ukraine	MPR	1348524	24-Nov-2016	1348524	24-Nov-2016	Registered

Trademark	Class	Country	Type	App No	Fil Date	Reg No	Reg Date	Status
PANREAC	01, 05	Vietnam	MPR	1348524	24-Nov-2016	1348524	24-Nov-2016	Registered
PANREAC	01, 05	Int'l Registration - Madrid Agreement / Protocol	ORD	1348524	24-Nov-2016	1348524	24-Nov-2016	Registered
PANREAC	01, 05	European Union (Community)	ORD	185454	01-Apr-1996	185454	16-Jun-1998	Registered
PANREAC	1	Colombia	ORD	192219	13-Dec-1996	192219	13-Dec-1996	Registered
PANREAC	1	South Africa	ORD	1997/11394	30-Jul-1997	1997/11394	30-Jul-1997	Registered
PANREAC	1	Hong Kong	ORD	199900897	20-Feb-1998	199900897	20-Feb-1998	Registered
PANREAC	1	Ecuador	ORD	2161/98MICIP	28-Apr-1998	2161/98MICIP	28-Apr-1998	Registered
PANREAC	35	Spain	ORD	2232241 M8	05-May-1999	2232241 M8	05-May-1999	Registered
PANREAC	1	Mexico	ORD	279787	14-Nov-1996	537928	14-Nov-1996	Registered
PANREAC	09, 10	Spain	ORD	2821840 M	07-Aug-1997	2821840 M	07-Aug-1997	Registered
PANREAC	1	Argentina	ORD	2916313	20-May-2009	2355411	26-Mar-2010	Registered
PANREAC	1	Kuwait	ORD	32814	31-Mar-1997	32814	31-Mar-1997	Registered
PANREAC	1	African Intellectual Property Organization (OAPI)	ORD	32980	16-Jul-1993	32980	16-Jul-1993	Registered
PANREAC	1	Saudi Arabia	ORD	411/69	08-Sep-1997	411/69	08-Sep-1997	Registered
PANREAC	1	Jordan	ORD	41396	30-May-1996	41396	31-Mar-1997	Registered
PANREAC	1	Lebanon	ORD	69276	26-Jun-1996	69276	26-Jun-1996	Registered
PANREAC	1	Australia	ORD	735125	22-May-1997	735125	22-May-1997	Registered
PANREAC	1	United States of America	ORD	75/308853	16-Jun-1997	2215933	05-Jan-1999	Registered
PANREAC	1	India	ORD	757801	31-Jul-1997	757801	31-Jul-1997	Registered
PANREAC	1	Brazil	ORD	819575283	21-Nov-1996	819575283	03-Aug-1999	Registered
PANREAC	1	Turkey	ORD	96/005932	26-Apr-1996	172806	26-Apr-1996	Registered
PANREAC	1	Malaysia	ORD	9806425	27-May-1998	9806425	27-May-1998	Registered
PANREAC	1	Pakistan	ORD	98963	07-Jul-1988	98963	07-Jul-1988	Registered
PANREAC	1	United Arab Emirates	ORD	AET0000118581	21-Sep-1996	19283	24-Jan-1999	Registered
PANREAC	1	Tunisia	ORD	EE-960633	23-May-1996	EE-960633	23-May-1996	Registered
PANREAC	38	Spain	ORD	M2449407	18-Jan-2002	M2449407	18-Jan-2002	Registered
PANREAC	1	Singapore	ORD	T9712583E	14-Oct-1997	T9712583E	14-Oct-1997	Registered
PANREAC QUIMICA SA & PR Design	1	Spain	ORD	2081734M7	20-Mar-1997	2081734M7	06-Oct-1997	Registered
PANREAC SINTESIS	35, 38	Spain	ORD	M2514175	22-Nov-2002	M2514175	22-Nov-2002	Registered
PANREAC SINTESIS & Design	01, 05, 09	European Union (Community)	ORD	860338	25-Jun-1998	860338	10-Oct-2000	Registered
PENGWEI in Chinese characters	1	China (People's Republic)	ORD	21917720	16-Nov-2016			Pending
TLC	1	Spain	ORD	2138326 MX	23-Jan-1998	2138326 MX	23-Jan-1998	Registered

Trademark	Class	Country	Type	App No	File Date	Reg No	Reg Date	Status
VINIKIT	01, 05, 09	Spain	ORD	2820322 M	13-Aug-1997	2820322 M	13-Aug-1997	Registered

SCHEDULE 2.1(d)
DOMAIN NAMES

None.

SCHEDULE 2.1(e)
EXCLUDED ASSETS

Excluded Assets shall include:

1. All Customer Based Intangibles of Seller identified on Schedule 3 hereto.

SCHEDULE 2.2(a)
ASSUMED LIABILITIES

Assumed Liabilities shall mean:

None.

SCHEDULE 2.2(b)

EXCLUDED LIABILITIES

Excluded Liabilities shall mean:

None.

SCHEDULE 3
CUSTOMER BASED INTANGIBLES

- Customer lists indicating company name, address(es), phone number(s), fax number(s), and e-mail address(es)
- List of key contacts by company with titles, phone numbers, fax numbers, and e-mail addresses
- Customer service and technical service call records and logs
- Customer demographic research by industry
- Marketing and satisfaction surveys
- Market research including trend reports, periodic (monthly, quarterly, yearly) marketing analyses and reports assessing marketing and advertising effectiveness
- Reports by customer detailing products ordered, quantity, order date and ship date
- Information on customer preferences, including order methods used (telephone, Internet, sales representative, other) payment terms, shipping terms and special order requests
- Supply contracts including any terms modified from standard
- Notes and documentation of all contracts and communications with target customers and current customers stored in sales and customer service databases and files, including needs analyses, customer research, proposals, customer questions and product experience
- Records of training programs offered, attended and/or required for customers and distributors
- Copies of training programs
- Reports assessing customer relationship management created internally or externally