

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM500181

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Covestro LLC		03/14/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Plaskolite Massachusetts, LLC		
<b>Street Address:</b>	400 West Nationwide Blvd.		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43215		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87090479	CYBER CLEAR	
<b>Serial Number:</b>	87090485	CYBER PLUS	
<b>Registration Number:</b>	1901222	HYGARD	
<b>Registration Number:</b>	0715610	TUFFAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2025339099		
<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>			
<b>Phone:</b>	202-467-8800		
<b>Email:</b>	behogue@vorys.com		
<b>Correspondent Name:</b>	Vorys, Sater, Seymour and Pease LLP		
<b>Address Line 1:</b>	P.O. Box 2255 -- IPLAW@VORYS		
<b>Address Line 2:</b>	Attn: Laura T. Geyer, Esq.		
<b>Address Line 4:</b>	Columbus, OHIO 43216-2255		
<b>ATTORNEY DOCKET NUMBER:</b>	18156-57		
<b>NAME OF SUBMITTER:</b>	Bernice Hogue		
<b>SIGNATURE:</b>	/bernice hogue/		
<b>DATE SIGNED:</b>	11/30/2018		

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**Total Attachments: 14**

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Execution Version

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ASSET PURCHASE AGREEMENT

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BETWEEN

COVESTRO LLC

AND

PLASKOLITE MASSACHUSETTS, LLC

AND

PLASKOLITE, LLC

REGARDING

THE SALE OF ASSETS

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**TRADEMARK**  
**REEL: 006563 FRAME: 0593**

**Asset Purchase Agreement**

between

- (1) **Covestro LLC**, a limited liability company, formed under the Delaware Limited Liability Act, with business address at 1 Covestro Circle, ALLEGHENY, 15205-9723 Pittsburgh, United States of America,

– "Seller" –

and

- (2) **Plaskolite Massachusetts, LLC**, a limited liability company, formed under the Delaware Limited Liability Act, with business address at 400 West Nationwide Blvd , Suite 400, Columbus, Ohio 43215, United States of America,

– "Purchaser" –

and

- (3) **Plaskolite, LLC**, a limited liability company, formed under the Delaware Limited Liability Act, with business address at 400 West Nationwide Blvd , Suite 400, Columbus, Ohio 43215, United States of America,

– "Purchaser's Guarantor" –

-- Seller, Purchaser and Purchaser's Guarantor each individually a "Party" and collectively the "Parties" --

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**TRADEMARK**

**REEL: 006563 FRAME: 0594**

TABLE OF CONTENTS

TABLE OF CONTENTS	3
LIST OF ANNEXES	5
LIST OF DEFINITIONS	7
PART I – GENERAL PROVISIONS	9
1. CURRENT SITUATION	9
2. CERTAIN DEFINITIONS	10
PART II – ASSET DEAL TRANSACTION	11
3. SALE AND PURCHASE OF THE BUSINESS ASSETS	11
4. TRANSFER OF BUSINESS ASSETS	14
5. TRANSFER OF BUSINESS EMPLOYMENT RELATIONSHIPS	15
6. EXCLUDED ASSETS, PAYMENTS AFTER THE EFFECTIVE DATE	17
7. ANNEX UPDATE, CHANGES IN THE COMPOSITION OF THE MOVEABLE ASSETS ETC.	19
8. WRONG POCKETS	20
9. REGISTRATION OF INTELLECTUAL PROPERTY RIGHTS ETC.	20
10. THIRD PARTY CONSENTS, CO-OPERATION	20
PART III – PURCHASE PRICE	22
11. PURCHASE PRICE, PAYMENTS, PRELIMINARY PURCHASE PRICE, INTEREST	22
12. PP INVENTORIES STATEMENT, PPL STATEMENT, CALCULATION OF PURCHASE PRICE	24
PART IV – CLOSING	27
13. CLOSING OF TRANSACTION	27
PART V – GUARANTEES, REMEDIES AND INDEMNITIES	30
14. SELLER’S GUARANTEES	30
15. REMEDIES	31
16. PURCHASER’S GUARANTEES	33
17. TAX INDEMNITY	34
18. GENERAL LIMITATIONS AND CONDUCT OF CLAIMS	36
PART V – COVENANTS	41
19. PRE-CLOSING COVENANTS AND OBLIGATIONS	41
20. POST-CLOSING COVENANTS AND OBLIGATIONS	45
21. GUARANTEE OF PURCHASER’S GUARANTOR	47
22. NON-COMPETE	47
PART VI – FINAL PROVISIONS	48
23. PUBLIC ANNOUNCEMENTS AND CONFIDENTIALITY	48
24. NO ASSIGNMENT	49
25. NOTICES	49

49 <sup>DS</sup> [m s]

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26.	COSTS AND TRANSFER TAXES	51
27.	GOVERNING LAW AND ARBITRATION	51
28.	MISCELLANEOUS	52

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## LIST OF ANNEXES

Annex (A)	Customers located in the Rest of the World
Annex 1(y)	Canadian Employees
Annex 3.1(a)	Fixed Assets of the Sheffield Property
Annex 3.1(b)(i)	Equipment
Annex 3.1(b)(ii)	Office IT Equipment
Annex 3.1(c)	Inventories
Annex 3.1(d)(i)	IPR (Trademarks)
Annex 3.1(d)(ii)	IPR (Patents)
Annex 3.1(e)	US Know-How
Annex 3.1(f)	Licenses
Annex 3.1(g)	Information Comprised in Customer Base
Annex 3.1(h)	Permits
Annex 3.1(i)	TUFFAK Trademarks
Annex 3.1(j)	EMEA Trademarks
Annex 3.1(k)	Domains
Annex 3.2	Contractual Relationships
Annex 3.3(b)	Excluded Contractual Relationships
Annex 4.1(a)	Sheffield Property Transfer Deed
Annex 4.1(b)	Assets Transfer Documents
Annex 4.1(d)	IP Assignment Agreements
Annex 11.2(a)(i)(x)	Inventory Valuation Principles
Annex 11.2(a)(i)(y)	Inventories Account Numbers
Annex 11.2(a)(i)(z)	Resin Formula
Annex 11.2(a)(ii)(2)	Rebate Account Numbers
Annex 11.2(b)	Resin Specifications
Annex 13.3(k)	Resin Supply Agreement
Annex 13.3(m)	Trademark License Agreement
Annex 13.3(n)	Patent License Agreement
Annex 13.3(p)	Rubber Roll Agreement
Annex 13.3(r)	Supply Agreement
Annex 13.4	Closing Memorandum
Annex 14.1	Guarantees
Annex 14.2	Individuals Comprised in Seller's Best Knowledge
Annex 18.2	Individuals Comprised in Purchaser's Knowledge
Annex 19.2(b)	Individuals to Perform Financing Cooperation

Annex 19.3	Draft Transition Services Agreement
Annex 19.4(a)(ii)	IT Transition Measures Supporting Services
Annex 19.4(b)	Data Escrow Agreement
Annex 20.2(a)	Covestro Names and Trademarks
Annex 20.2(b)	Marketing Material

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- 2 8 "Know-How" means not generally known or easily accessible technical, practical and commercial information, knowledge, or expertise, including, without limitation, non-published inventions and designs, specifications, formulas, recipes, drawings and associated data, manuals, instructions, study reports, process descriptions, process manuals, test and development reports, suggestions, ideas, drafts, recommendations, specimens, samples, models, prototypes, etc.
- 2 9 "Liens" means any liens, pledges, encumbrances, mortgage, security interest or other rights of third parties (except, for the avoidance of doubt, any licenses or other comparable usage rights with regards to IP Rights), except for such rights of third parties which (i) are imposed by applicable law, or (ii) constitute customary retention of title rights (*Eigentumsvorbehalte*) or similar rights under any law, pledges or other security rights in favour of suppliers, mechanics, workmen, carriers, landlords and the like, or (iii) secure, in accordance with applicable law, Taxes (as defined in Section 17 1 of this Agreement) and/or other governmental charges and assessments which are not yet due and payable
- 2 10 "Patents" means patents and respective applications.
- 2 11 "Signing Date" means the day on which this Agreement has been duly executed by the Parties
- 2 12 "Trademarks" means trademarks and respective applications.
- 2 13 "Transaction" means the transactions contemplated under this Agreement

## PART II – ASSET DEAL TRANSACTION

### 3 SALE AND PURCHASE OF THE BUSINESS ASSETS

- 3 1 **Sale and Purchase of the Assets.** Subject to the terms and conditions of this Agreement, Seller hereby sells (*verkauft*) to Purchaser, and Purchaser hereby purchases from Seller, the following assets (collectively the "Assets")
- (a) the Sheffield Property and all extrusion lines, resin storage silos, quality labs, storages for raw materials and packaging/handling activities (*Verladetätigkeiten*) and rail sidings located at the Sheffield Property and pertaining to the Business as of the Signing Date as described in more detail in Annex 3.1(a) to this Agreement,
- (b) the equipment pertaining to the Business and located at the Sheffield Property and the Hebron Warehouse as of the Signing Date, comprising
- (i) without limitation, such equipment and plant IT equipment (excluding any time clocks) as listed in Annex 3.1(b)(i) to this Agreement, comprising, *inter alia*, a maintenance and engineering workshop, HSEQ laboratories and engineering workshop, HSEQ laboratories and material testing equipment, R&D laboratory, forklifts and pallet trucks, grinders and gravimetric resin feeders, and
- (ii) exclusively the office IT equipment listed in Annex 3.1(b)(ii) to this Agreement (the "Office IT Equipment"),
- (collectively the "Equipment"),

- (c) all (i) finished goods, (ii) supplies, and (iii) such packaging/masking which is located at toller sites, which pertain to the Business as of the Signing Date, including, without limitation, those listed in Annex 3.1(c) to this Agreement, to the extent owned by Seller, however excluding any finished goods which bear, or the masking of which bears, any "Bayer" logo or trademark (collectively the "Inventories", Equipment and Inventories collectively the "Moveable Assets"),
- (d) the Trademarks as listed in Annex 3.1(d)(i) to this Agreement and the Patents as listed in Annex 3.1(d)(ii) to this Agreement (it being understood that the Patents applications PO9059 (application number 11/983980) and PO9148 (application number 12/258698) are jointly owned and Seller insofar only sells its co-owner position in such Patents, the "Co-Owned Patents") (the Co-Owned Patents collectively with the Trademarks listed in Annex 3 1(d)(i) to this Agreement and the other Patents listed in Annex 3 1(d)(ii) to this Agreement the "Intellectual Property Rights"),
- (e) the Know-How as described in Annex 3.1(e) to this Agreement (the "US Know-How"),
- (f) the licenses to use any software as listed in Annex 3.1(f) to this Agreement (the "Licenses"),
- (g) the customer base pertaining to the Business exclusively relating to customers which have conducted business with the Business from 1 January 2013 until the Closing Date, such customer base comprising the information as described in Annex 3.1(g) to this Agreement, and any rights pertaining to the customer base, with the proviso that
  - (i) any customers who are Affiliates of Covestro Deutschland AG, a stock corporation (*Aktiengesellschaft*) incorporated and organized under German law, with registered domestic business address at Kaiser-Wilhelm-Allee 60, 51373 Leverkusen, Germany, with registered seat in Leverkusen, Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) in Cologne, Germany, under registration number HRB 49892 ("Covestro Deutschland AG"), and/or Seller are excluded from such customer base (collectively the "Customer Base"); and
  - (ii) Seller and its Affiliates reserve the right to use any information included in the Customer Base and to continue to transact business with the relevant customers for purposes of any business activities outside the Business (including, for the avoidance of doubt, for the development, production, distribution and application of resin) to the extent not in breach of Sections 22 1 and 22 2 of this Agreement,
- (h) to the extent transferable, the permits pertaining exclusively to the Business including, but not limited to, such as listed in Annex 3.1(h) to this Agreement (the "Permits"),
- (i) the Trademarks as listed in Annex 3.1(i) to this Agreement (the "TUFFAK Trademarks"),
- (j) the Trademarks as listed in Annex 3.1(j) to this Agreement (the "EMEA Trademarks"), and

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(k) the domains as listed in Annex 3.1(k) to this Agreement (the "Domains")

3.2 **Sale and Purchase of Contractual Relationships.** Subject to the terms and conditions of this Agreement, Seller hereby sells (*verkauf*) to Purchaser, and Purchaser hereby purchases from Seller, the following not yet completely fulfilled contracts (including, but not limited to, contracts with not yet fully satisfied warranty obligations, if any) and contract offers (contractual relationships), including any rights, obligations and liabilities arising therefrom and the related contract documentation if and to the extent such contract documentation is available in Seller's electronic legal contract management tool or otherwise available at Seller (but excluding the Excluded Assets and Liabilities (as defined in Section 6.1 of this Agreement)), to which Seller is a party and which pertain to the Business as of the Signing Date

- (a) agreements with suppliers, including utilities and other services providers, however excluding agreements with licensors of IP Rights (to the extent not included in the Licenses);
- (b) agreements with customers, including any independent promises of guarantee/warranty granted to customers (*ausgegebene Garantieverprechen*), and
- (c) non-disclosure agreements which cannot clearly be attributed to items (a) or (b) above;
- (d) the Hebron Lease,

including, but not limited to, the contracts and contract offers (contractual relationships) listed in Annex 3.2 to this Agreement (collectively the "Contractual Relationships")

3.3 **Excluded Contractual Relationships.** Unless expressly provided otherwise in this Agreement, the following contractual relationships (the "Excluded Contractual Relationships") shall not be sold, but retained by Seller

- (a) any intra-group contractual relationships between Seller and any Affiliate of Covestro Deutschland AG and/or Seller,
- (b) any contractual relationships listed in Annex 3.3(b) to this Agreement, and
- (c) any supply agreements between Seller and any suppliers regarding the supply of goods, materials and/or services which do not exclusively relate to the Business

3.4 **Excluded Accounts Payable and Accounts Receivable.** Unless expressly provided otherwise in this Agreement, the sale of the Contractual Relationships shall not comprise the following accounts payable and accounts receivable which shall be retained by Seller

- (a) any accounts payable of Seller arising from the Contractual Relationships set forth in Section 3.2(a) of this Agreement with respect to goods delivered or services rendered to Seller prior to the Effective Date, and
- (b) any accounts receivable of Seller arising from the Contractual Relationships set forth in Section 3.2(b) of this Agreement with respect to goods shipped for delivery to customers by Seller prior to the Effective Date. Any "credit" accounts receivable, i.e. credit notes issued by Seller to customers who have asserted (alleged) warranty claims against Seller (the "Credit Accounts Receivable"), existing as of the Effective Date will not be retained by Seller and will, therefore, transfer to Purchaser

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the dates set forth below

PURCHASER

PLASKOLITE MASSACHUSETTS, LLC

Date March 14, 2018

By [Signature]

Name  
Title

SELLER

COVESTRO LLC

Date March 14<sup>th</sup>, 2018

By [Signature]

Name Haakan Jonsson  
Title President and Managing Director

PURCHASER'S GUARANTOR

PLASKOLITE, LLC

Date March 14, 2018

By [Signature]

Name  
Title

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Annex 3.1(d)(i)

ANNEX 3.1(D)(i)  
IPR (TRADEMARKS)

1 Trademark HYGARD

Country	Origin	Trademark	Classes	Owner	Application No	Application Date	Registration No	Registration Date	Status	Next Renewal Due
United States of America	National	HYGARD	17	Covestro LLC, United States of America	74/490341	1994-02-14	1901222	1995-06-20	Registered	2025-06-20

2 Trademark CYBER CLEAR

Country	Origin	Trademark	Classes	Owner	Application No	Application Date	Registration No	Registration Date	Status	Next Renewal Due
United States of America	National	Cyber Clear	01, 17, 19	Covestro LLC, United States of America	87/090479	2016-07-01			Pending	
European Union (EM)	EM	Cyber Clear	01, 17, 19	Covestro LLC, United States of America	015626179	2016-07-08	015626179	2016-11-21	Registered	2026-07-08

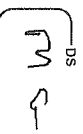
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3 Trademark CYBER PLUS

Country	Origin	Trademark	Classes	Owner	Application No	Application Date	Registration No	Registration Date	Status	Next Renewal Due
United States of America	National	Cyber Plus	01, 17, 19	Covestro LLC, United States of America	87/090485	2016-07-01			Pending	
European Union (EM)	EM	Cyber Plus	01, 17, 19	Covestro LLC, United States of America	015627334	2016-07-11	015627334	2016-11-21	Registered	2026-07-11

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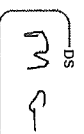
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Annex 3.1(i)

ANNEX 3.1(i)  
TUFFAK TRADEMARKS

Country	App. No.	Reg. No.	Trademark	Owner	Class(es)	Application Date	Registration Date	Renewal Date	Status
Australia	12732	166426	TUFFAK	Covestro LLC	17	27. Apr 61	27. Apr 61	27. Apr 26	Registered
Belux	405188	62876	TUFFAK	Covestro LLC	01, 17, 21	27. Sep 71	27. Sep 71	27. Sep 21	Registered
Brazil	252799	4051888	TUFFAK	Covestro LLC	17	01. Jul 70	01. Jul 80	01. Jul 20	Registered
Canada	96449	125530	TUFFAK	Covestro LLC	02, 17, 40	09. Mai 61	16. Feb 62	16. Feb 22	Registered
Chile	201299128	96449	TUFFAK	Covestro LLC	17	14. Nov 61	14. Nov 61	20. Jun 22	Pending
China	91025650	597106	TUFFAK	Covestro LLC	17	13. Dez 12	28. Mai 92	27. Mai 22	Registered
China	92244135	597105	TUFFAK (Chinese: TOK FAT)	Covestro LLC	17	06. Nov 91	30. Mai 92	29. Mai 22	Registered
Colombia	VA 1961 01353	232293	TUFFAK	Covestro LLC	17	30. Apr 85	05. Jul 02	05. Jul 22	Registered
Denmark	4505	VR 1962 00300	TUFFAK	Covestro LLC	01, 17	24. Apr 61	24. Feb 62	24. Feb 22	Registered
Ecuador	74178	5151786	TUFFAK	Covestro LLC	01	30. Apr 86	01. Okt 88	01. Okt 21	Registered
France	R14984	1340364	TUFFAK	Covestro LLC	01, 17	05. Mai 61	05. Mai 61	28. Jan 26	Registered
Germany	26879	782951	TUFFAK	Covestro LLC	17	09. Mai 61	09. Mai 61	31. Mai 21	Registered
Greece	346091	26879	TUFFAK	Covestro LLC	01, 17	25. Apr 61	25. Apr 61	25. Apr 21	Registered
Hong Kong	372891	435892	TUFFAK	Covestro LLC	17	25. Mai 91	25. Mai 91	25. Mai 22	Registered
Hong Kong	372891	47931992	TUFFAK (Chinese: TOK FAT)	Covestro LLC	17	03. Jun 91	03. Jun 91	03. Jun 22	Registered
Indonesia	19719	IDM000384021	TUFFAK	Covestro LLC	17	27. Sep 90	12. Dez 92	12. Dez 22	Registered
Israel	302011901909628	19719	TUFFAK	Covestro LLC	17	30. Apr 61	30. Apr 61	30. Apr 24	Registered
Italy	691381991	0001413794	TUFFAK	Covestro LLC	01, 17	05. Mai 61	05. Mai 61	05. Mai 21	Registered
Japan	386321999	2608025	TUFFAK (Kana)	Covestro LLC	01, 17	07. Mrz 91	24. Dez 92	24. Dez 23	Registered
Korea, South	340494	488573	TUFFAK (Hangul)	Covestro LLC	01, 17	14. Okt 99	26. Feb 01	26. Feb 21	Registered
Laos	90005523	7489	TUFFAK	Covestro LLC	01	24. Feb 00	24. Feb 00	24. Feb 20	Registered
Malaysia	1910-011360	90005523	TUFFAK	Covestro LLC	01	20. Aug 90	20. Aug 90	20. Aug 21	Registered
New Zealand	168199	68533	TUFFAK	Covestro LLC	01	26. Apr 61	26. Apr 61	26. Apr 20	Registered
Nicaragua	819889	11260	TUFFAK	Covestro LLC	01	11. Sep 80	14. Nov 61	13. Nov 21	Pending
Switzerland	72104755	314476	TUFFAK	Covestro LLC	01, 17, 21	24. Apr 61	11. Mrz 61	11. Mrz 21	Registered
United Kingdom	1506-1951	UK0000081988	TUFFAK	Covestro LLC	17	25. Apr 61	25. Apr 61	25. Apr 26	Registered
United States	FO43751	715610	TUFFAK	Covestro LLC	17	19. Sep 80	23. Mai 61	23. Mai 21	Registered
Venezuela			TUFFAK	Covestro LLC	17		07. Feb 53	07. Feb 26	Registered

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Annex 3.1(j)

ANNEX 3.1(j)

EMEA TRADEMARKS

Trademark HYGARD

Country	Origin	Trademark	Classes	Owner	Application No	Application Date	Registration No	Registration Date	Status	Next Renewal Due
European Union (EM)	EM	HYGARD	17	Covestro Deutschland AG, Germany	010355841	2011-10-20	10355841	2013-12-05	Registered	2021-10-20
Germany	National	HYGARD	17	Covestro Deutschland AG, Germany	302011057084 1/17	2011-10-20	302011057084	2011-11-14	Registered	2021-10-31

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