

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506435

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Conveying Party Data and the Receiving Party Data previously recorded on Reel 006523 Frame 0177. Assignor(s) hereby confirms the Conveying and Receiving Parties are each a COMPANY.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCOTT BADER COMPANY LIMITED		12/20/2018	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	OWENSBORO SPECIALTY POLYMERS, INC.		
Street Address:	5529 U.S. 60 EAST		
City:	OWENSBORO		
State/Country:	KENTUCKY		
Postal Code:	42303		
Entity Type:	Company: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	72180327	POLIDENE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2343802276		
Email:	Kristen.Lemme@fisherbroyles.com		
Correspondent Name:	Louis F. Wagner		
Address Line 1:	600 Superior Ave E, 5th Third Bldg		
Address Line 2:	Suite 1300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	008137.T019US		
NAME OF SUBMITTER:	Kristen Lemme		
SIGNATURE:	/Kristen Lemme/		
DATE SIGNED:	01/17/2019		
Total Attachments: 11			
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ETAS ID: TM505157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scott Bader Company Limited		12/20/2018	Corporation: UNITED-KINGDOM
RECEIVING PARTY DATA			COMPANY: UNITED KINGDOM
Name:	Owensboro Specialty Polymers Inc.		
Street Address:	5529 U.S. 60 East		
City:	OWENSBORO		
State/Country:	KENTUCKY		
Postal Code:	42303		
Entity Type:	Corporation: KENTUCKY COMPANY: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	72180327	POLIDENE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2343802276		
Email:	louis.wagner@fisherbroyles.com		
Correspondent Name:	Louis F. Wagner		
Address Line 1:	600 Superior Ave E, 5th Third Bldg		
Address Line 2:	STE 1300		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Louis F. Wagner		
SIGNATURE:	/Louis Wagner/		
DATE SIGNED:	01/09/2019		
Total Attachments: 8			
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ETAS ID: TM505157

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NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scott Bader Company Limited		12/20/2018	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Owensboro Specialty Polymers Inc.		
Street Address:	5529 U.S. 60 East		
City:	OWENSBORO		
State/Country:	KENTUCKY		
Postal Code:	42303		
Entity Type:	Corporation: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	72180327	POLIDENE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2343802276		
Email:	louis.wagner@fisherbroyles.com		
Correspondent Name:	Louis F. Wagner		
Address Line 1:	600 Superior Ave E, 5th Third Bldg		
Address Line 2:	STE 1300		
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NAME OF SUBMITTER:	Louis F. Wagner		
SIGNATURE:	/Louis Wagner/		
DATE SIGNED:	01/09/2019		
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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JANUARY 14, 2019

PTAS

LOUIS F. WAGNER
600 SUPERIOR AVE E, 5TH THIRD BLDG
STE 1300
CLEVELAND, OH 44114

900480792

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 01/09/2019

REEL/FRAME: 6523/0177
NUMBER OF PAGES: 10

BRIEF: ASSIGNS THE ENTIRE INTEREST

ASSIGNOR:

SCOTT BADER COMPANY LIMITED

DOC DATE: 12/20/2018
CITIZENSHIP: UNITED KINGDOM
ENTITY: CORPORATION

ASSIGNEE:

OWENSBORO SPECIALTY POLYMERS INC.

CITIZENSHIP: KENTUCKY
ENTITY: CORPORATION

5529 U.S. 60 EAST
OWENSBORO, KENTUCKY 42303

SERIAL NUMBER: 72180327

FILING DATE: 11/01/1963

REGISTRATION NUMBER: 781882

REGISTRATION DATE: 12/22/1964

MARK: POLIDENE

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

Dated 20th December 2018

- (1) **SCOTT BADER COMPANY LIMITED** as
Assignor
- (2) **OWENBORO SPECIALTY POLYMERS,
INC.** as Assignee

TRADE MARK ASSIGNMENT

MAYER · BROWN

LONDON

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TRADEMARK
REEL: 006571 FRAME: 0345

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THIS INTELLECTUAL PROPERTY ASSIGNMENT is dated 20 December 2018 and made between:

- (1) **Scott Bader Company Limited** a company incorporated under the laws of England and Wales (registered number 00189141) whose registered office is at Wollaston Hall, Wollaston, Wellingborough, Northamptonshire, NN29 7RL (the "**Assignor**"); and
- (2) **Owensboro Specialty Polymers, Inc.** a company formed under the laws of the State of Kentucky whose registered office is at 5529 U.S. 60 East, Owensboro, KY 42303 (the "**Assignee**").

BACKGROUND:

- (A) The Assignor is the legal and beneficial owner of certain trade marks details of which are set out in Schedule 1 (*Trade marks*).
- (B) Pursuant to an asset purchase agreement entered into on or about the date of this Assignment between Assignor, Scott Bader, Inc., a company organized under the laws of Delaware, Scott Bader SAS, a company organized under the laws of France, Scott Bader Company UK Limited, a company organized under the laws of England and Wales, and Scott Bader PTY, a company organized under the laws of South Africa and Assignee (the "**Agreement**"), it was agreed that the Trade Marks be assigned to the Assignee.

IT IS AGREED that:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined terms

In this Assignment:

"**Trade marks**" means the trade marks listed in Schedule 1 (*Trade marks*), and "**Trade mark**" means any one of them.

1.2 Meaning of references

In this Assignment, unless the context requires otherwise, any reference to:

- (s) this **Assignment** includes the Recitals, Schedules and Annex which form part of this Assignment for all purposes;

(b) a reference to a **Clause**, or to a **Schedule** is, as the case may be, a reference to a clause of or schedule to this Assignment;

(c) a **party** is to a party to this Assignment;

1.3 **Headings and table of contents**

In this Assignment, the table of contents and headings are included for convenience only and shall not affect the interpretation or construction of this Assignment.

1.4 **No restrictive interpretations**

In this Assignment, general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

2. **ASSIGNMENT OF RIGHTS**

In consideration of the payments made pursuant to the Agreement, the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Marks together with the goodwill of the business in relation to which such Trade Marks are used (but no other or greater goodwill) including all rights, privileges and advantages thereto including, without limitation, the right for the Assignee alone to take proceedings and recover damages and obtain all other remedies in respect of past infringements of the Trade Marks.

3. **FURTHER ASSURANCE**

The Assignors will at the Assignee's request and expense promptly do all acts and things and execute all documents and deeds which the Assignee reasonably considers are necessary or desirable for giving full effect to the assignment contained in Clause 2 (*Assignment of rights*).

4. **GOVERNING LAW AND JURISDICTION**

4.1 **Governing law**

This Assignment shall be governed by and construed in accordance with English law.

4.2 **Jurisdiction**

Each party irrevocably submits to the exclusive jurisdiction of the English courts to settle any dispute which may arise under or in connection with this Assignment or the legal relationships established by this Assignment.

EXECUTION:

The parties have shown their acceptance of the terms of this Assignment by executing it after the Schedule.

**SCHEDULE 1
TRADE MARKS**


<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Application No.</u>	<u>Application date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Polidene	UK	Live	814093	30/11/1960	814093	30/11/1960
Polidene	Australia	Live	215851	28/12/1967	215851	28/12/1967
Polidene	Benelux	Live	99430 (*)	20/06/1963	057384	06/09/1971
Polidene	Canada	Live	7419100	10/03/1994	438577	27/03/1995
Polidene	China	Live	23142	c. June 1985	251453	30/05/1986
Polidene	Denmark	Live	unavailable	20/11/1963	336-1964	25/01/1964
Polidene	Finland	Lapsed	unknown	unknown	43429	21/11/1964
Polidene	France	Live	80220	01/07/1963	1663790	01/07/1963
Polidene	Italy	Live	5441/63	19/06/1963	188895	19/06/1963
Polidene	Norway	Live	79738	17/06/1963	62914	21/11/1963
Polidene	Sth Africa	Live	84/10961	13/12/1984	084/10961	13/12/1984
Polidene	Sweden	Live	2382/63	19/06/1963	116369	20/05/1966
Polidene	Switzerland	Lapsed	200366	09/07/1963	326871	09/07/1963
Polidene	Turkey	Lapsed	24.271	May/June 1969	39946	21/05/1969
Polidene	USA	Live	180.327	01/11/1963	781882	22/12/1964

(*) the Benelux registration started off life as a Belgian national application.

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EXECUTION of Trade Mark Assignment:

SIGNED by
Director, duly authorised for and on behalf
of **SCOTT BADER COMPANY**
LIMITED:


MALCOLM FORSYTH

Director, Global Strategy
Director of Scott Bader Company Limited

SIGNED by
Director, duly authorised for and on behalf
of **OWENSBORO SPECIALTY
POLYMERS, INC.:**

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