

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM520406

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	02/28/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Owensboro Specialty Polymers, Inc.		03/26/2019	Corporation: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OMNOVA Solutions Inc.		
<b>Street Address:</b>	25435 Harvard Road		
<b>City:</b>	Beachwood		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44122-6201		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0766128	EVERFLEX	
<b>Registration Number:</b>	0909870	VERSAFLEX	
<b>Registration Number:</b>	4087701	DARATAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8663119964		
<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>	216-692-7135		
<b>Email:</b>	iplaw@omnova.com		
<b>Correspondent Name:</b>	OMNOVA Solutions Inc.		
<b>Address Line 1:</b>	25435 Harvard Road		
<b>Address Line 4:</b>	Beachwood, OHIO 44122-6201		
<b>NAME OF SUBMITTER:</b>	David G. Bureson		
<b>SIGNATURE:</b>	/dgb-38090/		
<b>DATE SIGNED:</b>	04/23/2019		
<b>Total Attachments: 9</b>			
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## CONFIRMATORY ASSIGNMENT

This agreement ("IP Assignment"), effective as of February 28, 2018 ("Effective Date"), is made by and between

**Owensboro Specialty Polymers, Inc.**, a Kentucky corporation with a place of business at 5529 US 60 East in Owensboro, Kentucky, USA, (hereinafter "Assignor") and

**OMNOVA Solutions Inc.**, an Ohio corporation with a place of business 25435 Harvard Road in Beachwood, Ohio, USA (hereinafter "Assignee").

WHEREAS, Assignor is a wholly owned subsidiary of Borchers America, Inc., an Ohio corporation with a place of business at 811 Sharon Drive in Westlake, Ohio, USA (hereinafter "Seller");

WHEREAS, on Effective Date, Seller and Assignee entered into an agreement whereby Assignee acquired certain assets owned or controlled by Seller (hereinafter "Asset Purchase Agreement");

WHEREAS, Assignor is the registered proprietor of trademarks set forth on the attached Schedule 1 (hereinafter "Trademarks");

WHEREAS, Trademarks are among the assets acquired by Assignee pursuant to the Asset Purchase Agreement;

WHEREAS, Assignee desires to have its status of the owner of all right, title and interest in and to the Trademarks, together with the goodwill of the business with which the Trademarks are used and which is symbolized by the Trademarks; and

WHEREAS, Assignor and Assignee desire to have Assignee's aforesaid status recorded with governmental agencies and regulatory bodies including, inter alia, the United States Patent and Trademark Office (PTO);

NOW, THEREFORE, in consideration of certain obligations set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest, including any and all common law rights, in and to the following:

- (a) Trademarks together with their corresponding registrations and applications and with the goodwill of the business of the Assignor connected with the use of, as well as symbolized by, the aforesaid Trademarks,
- (b) all rights of any kind whatsoever accruing from Trademarks provided by the applicable law of any jurisdiction, international treaty or convention, or otherwise,
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter becoming due or payable with respect to any of the foregoing, and
- (d) any and all claims and causes of action with respect to any of the foregoing, including but not limited to the right to sue and prosecute prior infringements in court and administratively for both legal and equitable relief, regardless of when any such claim or cause of action did or will accrue and regardless of the specific nature of the claim or cause of action.

From Effective Date, Assignee shall have the right to consider itself the sole owner of Trademarks and to use them as its own or else to dispose of them as best suits its interest, without giving rise to any claim whatsoever in this respect on the part of Assignor in any event or at any time.

Further, Assignor henceforth (1) shall recognize Assignee's sole and exclusive ownership, right, title and interest in and to Trademarks, (2) shall not directly or indirectly challenge Assignee's ownership of Trademarks, and (3) shall not claim adversely to Assignee any right, title and interest in and to Trademarks.

## 2. Subsequent Activities

- (a) Recordation. Assignor hereby authorizes any empowered PTO officer or employee to record and register this IP Assignment and to provide copies to counterpart agencies or governmental bodies in other jurisdiction. All costs of recording assignments shall be borne by Assignee.
- (b) Assistance. At Assignee's reasonable request and Assignee's sole cost and expense, Assignor shall take those steps and action, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives as may be necessary
  - (1) to effect, evidence and perfect the transfer contemplated in this IP Assignment, and

(2) to support the status, validity and enforceability of Trademarks including, but not necessarily limited to, providing Assignee with information and evidence regarding use of Trademarks in connection with the goods and/or services listed in registration certificates therefor.

3. Successors and Assigns. This IP Assignment shall be binding on the parties hereto and shall extend to and inure to the benefit of the parties and their respective successors and assigns.

4. Governing Law. This IP Assignment shall be deemed to have been made in Cuyahoga County, Ohio. Any claim, controversy, dispute or cause of action, whether in contract, tort, or otherwise, based on, arising out of, or relating to the formation, implementation or enforcement of this IP Assignment shall be governed by and construed in accordance with the laws of the United States and The State of Ohio, without giving effect to any conflict or choice of law provisions of the latter that would require application of the laws of any other jurisdiction

5. 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 instrument. A signed copy delivered by facsimile, email attachment or other electronic transmission means shall be deemed to have the same legal effect as delivery of an original signed copy.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has caused this IP Assignment to be executed by an authorized officer.

**OWENSBORO SPECIALTY POLYMERS, INC.  
(ASSIGNOR)**

Date: 3/26/2019

By: 

Name: Richard S. Cochran

Title: Chief Financial Officer

**OMNOVA SOLUTIONS INC.  
(ASSIGNEE)**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: James C. LeMay

Title: Sr. Vice President

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WHEREAS, Assignor and Assignee desire to have Assignee's aforesaid status recorded with governmental agencies and regulatory bodies including, inter alia, the United States Patent and Trademark Office (PTO);

NOW, THEREFORE, in consideration of certain obligations set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest, including any and all common law rights, in and to the following:

- (a) Trademarks together with their corresponding registrations and applications and with the goodwill of the business of the Assignor connected with the use of, as well as symbolized by, the aforesaid Trademarks,
- (b) all rights of any kind whatsoever accruing from Trademarks provided by the applicable law of any jurisdiction, international treaty or convention, or otherwise,
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter becoming due or payable with respect to any of the foregoing, and
- (d) any and all claims and causes of action with respect to any of the foregoing, including but not limited to the right to sue and prosecute prior infringements in court and administratively for both legal and equitable relief, regardless of when any such claim or cause of action did or will accrue and regardless of the specific nature of the claim or cause of action.

From Effective Date, Assignee shall have the right to consider itself the sole owner of Trademarks and to use them as its own or else to dispose of them as best suits its interest, without giving rise to any claim whatsoever in this respect on the part of Assignor in any event or at any time.

Further, Assignor henceforth (1) shall recognize Assignee's sole and exclusive ownership, right, title and interest in and to Trademarks, (2) shall not directly or indirectly challenge Assignee's ownership of Trademarks, and (3) shall not claim adversely to Assignee any right, title and interest in and to Trademarks.

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(2) to support the status, validity and enforceability of Trademarks including, but not necessarily limited to, providing Assignee with information and evidence regarding use of Trademarks in connection with the goods and/or services listed in registration certificates therefor.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has caused this IP Assignment to be executed by an authorized officer.

**OWENSBORO SPECIALTY POLYMERS, INC.  
(ASSIGNOR)**

Date: \_\_\_\_\_

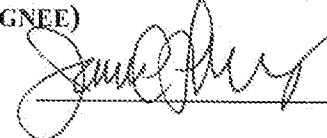
By: \_\_\_\_\_

Name: Richard S. Cochran

Title: Chief Financial Officer

**OMNOVA SOLUTIONS INC.  
(ASSIGNEE)**

Date: 4/1/19

By: 

Name: James C. LeMay

Title: Sr. Vice President

**SCHEDULE 1  
ASSIGNED TRADEMARKS REGISTRATIONS**

**Trademarks**

<b>Name</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Renewal Date</b>
<b>Daratak</b>	<b>United States</b>	<b>4087701</b>	<b>17-Jan-2012</b>	<b>17-Jan-2022</b>
<b>Everflex</b>	<b>United States</b>	<b>0766128</b>	<b>10-Mar-1964</b>	<b>10-Mar-2024</b>
<b>Versaflex</b>	<b>United States</b>	<b>0909870</b>	<b>16-Mar-1971</b>	<b>16-Mar-2021</b>