

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM521983

<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>
TOTAL PETROCHEMICALS & REFINING USA, INC.		12/17/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	POLYSCOPE POLYMERS B.V.		
<b>Street Address:</b>	Prins de Lignestraat 28		
<b>City:</b>	Geleen		
<b>State/Country:</b>	NETHERLANDS		
<b>Postal Code:</b>	6161CZ		
<b>Entity Type:</b>	Besloten Vennootschap (B.V.): NETHERLANDS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1244929	SMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129748474		
<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>	2129747474		
<b>Email:</b>	tm@cdas.com		
<b>Correspondent Name:</b>	Eleanor M. Lackman		
<b>Address Line 1:</b>	41 Madison Avenue, 38th Floor		
<b>Address Line 2:</b>	Cowan DeBaets Abrahams & Sheppard LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10010		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Eleanor M. Lackman		
<b>Address Line 1:</b>	41 Madison Avenue, 38th Floor		
<b>Address Line 2:</b>	Cowan DeBaets Abrahams & Sheppard LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10010		
<b>NAME OF SUBMITTER:</b>	Eleanor M. Lackman		
<b>SIGNATURE:</b>	/Eleanor M. Lackman/		
<b>DATE SIGNED:</b>	05/03/2019		

CH \$40.00 1244929

**Total Attachments: 10**

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Schedule 12  
IP Deed of Assignment

Dated 17 December 2018

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TOTAL PETROCHEMICALS & REFINING USA, INC.,

as Assignor

and

POLYSCOPE POLYMERS B.V.

as Assignee

IP DEED OF ASSIGNMENT

<b>Clause</b>	<b>Contents</b>	<b>Page</b>
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This IP DEED OF ASSIGNMENT is dated 17 December 2018 and is made BETWEEN:

- (1) **Total Petrochemicals & Refining USA, Inc.**, a Delaware (USA) incorporated entity with offices at 1201 Louisiana Street, Suite 1800, 77002, Houston, Texas, USA (TPRI or Assignor);
- (2) **Polyscope Polymers B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its corporate seat in Sittard-Geleen, the Netherlands, and its business address at Prins de Lignestraat 28, 6161CZ Geleen, the Netherlands, registered with the Trade Register under file number 14089640 (Purchaser or Assignee);

the parties referred to under (1) and (2) above shall collectively be referred to as the Parties and individually also as a Party.

**WHEREAS:**

- (A) By an asset purchase agreement dated 17 December 2018 (the APA), TPRI [REDACTED] [REDACTED] (together the Sellers) have agreed to sell, and the Purchaser has agreed to buy certain assets of the Sellers relating to the SMA Business (as defined in the APA);
- (B) The Sellers have agreed to assign and deliver the SMA Business Intellectual Property Rights owned by the Assignor to the Purchaser. The Assignor agreed to assign and deliver, and the Purchaser accepts said assignment and delivery, of the SMA Business Intellectual Property Rights on the terms and conditions set out in the APA, the Service Letter, and this IP Deed of Assignment.

NOW IT IS HEREBY AGREED as follows:

**1 Definitions and interpretation**

- 1.1 Where a word or expression is capitalised in this IP Deed of Assignment, it has the meaning set out in Schedule 1 of the APA or as specified in the table below:

<b>Intellectual Rights</b>	<b>Property</b>	means (a) copyright, patents, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or unregistered), (b) applications for registration, and rights to apply for registration, of any of the foregoing rights and (c) all other intellectual property rights and equivalent or similar forms of protection, existing anywhere in the world;
<b>Party</b>		has the meaning ascribed thereto in the heading of this IP Deed of Assignment;
<b>SMA Intellectual</b>	<b>Business Property</b>	means (i) the registered Intellectual Property Rights owned by Assignor that are set out in Schedule 1 of this IP Deed of

Rights

Assignment and (ii) [REDACTED]

[REDACTED]

1.2 In case of any discrepancy or inconsistency between this IP Deed of Assignment and the APA, the APA will prevail.

**2 Assignment of the SMA Business Intellectual Property Rights**

2.1 The Assignor hereby assigns to the Purchaser all of its right, title and interest in and to the SMA Business Intellectual Property Rights, including:

- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the SMA Business Intellectual Property Rights;
- (b) any goodwill attaching to the trademarks and the applications for trademarks comprised in the SMA Business Intellectual Property Rights;
- (c) the right to sue for and to retain damages and other remedies for any infringement or unauthorised use of the SMA Business Intellectual Property Rights, whether occurring before, on, or after the Completion Date.

2.2 The Purchaser hereby accepts said assignment and transfer of the SMA Business Intellectual Property Rights.

2.3 The consideration for said assignment and transfer of the SMA Business Intellectual Property Rights shall be or has been paid by the Purchaser in accordance with the APA.

**3 Further Assurances**

[REDACTED]

[REDACTED]

[REDACTED]

**4 Costs**

Except as otherwise provided in this IP Deed of Assignment, each Party shall each be responsible for its own costs, charges and other expenses incurred in connection with this IP Deed of Assignment.

**5 Confidentiality**

[REDACTED]

(a) [REDACTED]

(b) [REDACTED]



- (c) [REDACTED]
- (d) required in relation to clauses 7, 10, 11.1 and 11.2 of the APA; or
- (e) [REDACTED]
- (f) [REDACTED]
- (g) [REDACTED]

**6 Miscellaneous**

6.1 This IP Deed of Assignment, the Service Letter and the APA together set out the whole agreement between the Parties in respect of the subject matter of this IP Deed of Assignment and supersede any prior agreement (whether oral or written) relating to the subject matter of this IP Deed of Assignment.

6.2 Each of the Parties hereby waives any right it may have to – after Completion – nullify (*vernietigen*) pursuant to article 6:228 of the DCC or rescind (*ontbinden*) this IP Deed of Assignment in whole or in part or request the rescission or dissolution of this IP Deed of Assignment or request modification of (the effects of) this IP Deed of Assignment on the grounds of neutralization of detriment (*wijziging ter opheffing van nadeel*) and specifically the rights pursuant to sections 6:265 et seq. and 6:228 et seq. of the DCC.

6.3 No delay or omission in exercising any right or power under this IP Deed of Assignment will constitute a waiver of any right or power, unless expressly stated otherwise.

6.4 This IP Deed of Assignment may be entered into in any number of counterparts and by the Parties to it on separate counterparts, and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but taken together, they shall constitute one and the same instrument.

6.5 [REDACTED]

6.6 Any representations, warranties, conditions or other terms which would otherwise be implied by statute or law are excluded, including but not limited to the applicability of sections 7:17 and 7:20 up to and including 7:23 DCC.

## **7 Law, disputes**

7.1 This IP Deed of Assignment and any other document executed in connection with this IP Deed of Assignment shall be governed by and construed in accordance with the laws of the Netherlands.

7.2 Any dispute which may arise out of or in connection with this IP Deed of Assignment and any other document executed in connection with this IP Deed of Assignment, or the breach, termination or invalidity thereof, which cannot be resolved in a friendly manner between the Parties, shall be finally resolved by arbitration in Amsterdam, the Netherlands under the Rules of Arbitration of the Netherlands Arbitration Institute (*Nederland Arbitrage Instituut*), subject to the following:

- (a) the arbitral tribunal shall consist of one arbitrator;
- (b) the proceedings shall be conducted in the English language;
- (c) the place of arbitration shall be Amsterdam, the Netherlands;
- (d) all costs of the arbitration shall be borne as determined by the arbitral tribunal; and
- (e) the Netherlands Arbitration Institute may not have the arbitral award published.

*- The remainder of this page has been intentionally left blank -*

**SIGNED** on the date first written above for and on behalf of:

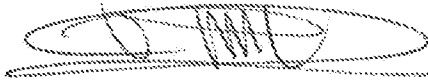
**Total Petrochemicals & Refining USA, Inc.**



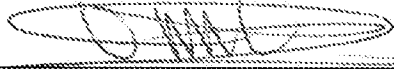
by: Dominique Vincent

title: on basis of a power of attorney

**Polyscope Polymers B.V.**



**Polyscope Polymers B.V.**



by: Polyscope Holding B.V.

title: Managing Director

by: Mr. P.P.C. Muezers

title: Managing Director

**Schedule 1**  
**List of Registered Trademarks**

Reference #	Mark	Country	Application #	File Date	Registration #	Reg. Date	Status
CVTT-108AR	SMA	AR	2470724	19-2-1981	1971350	23-2-2004	REGISTERED
CVTT-108AR1	SMA	AR	3,323,980	30-4-2014	2,749,726	28-8-2015	REGISTERED
CVTT-108BR	SMA	BR	n/a	10-2-1977	6502105	10-2-1977	REGISTERED
CVTT-108CA	SMA	CA	410526	11-5-1977	229329	28-7-1978	REGISTERED
CVTT-108CA1	SMA	CA	388007	21-7-1975	217194	26-11-1976	REGISTERED
CVTT-108CL	SMA	CL	848545	17-12-2008	864125	23-10-2009	REGISTERED
CVTT-108CN	SMA	CN	7175008	20-1-2009	7175008	28-8-2014	REGISTERED
CVTT-108EU	SMA	EU	7298623	8-10-2008	7298623	8-10-2008	REGISTERED
CVTT-108IN	SMA	IN	1765923	19-12-2008	1765923	19-12-2008	REGISTERED
CVTT-108KR	SMA	KR	63071981	22-7-1992	270932	2-8-1993	REGISTERED
CVTT-108MX	SMA	MX	966714	9-10-2008	1068744	24-10-2008	REGISTERED
CVTT-108MY	SMA	MY	8020193	8-10-2008	08020193	8-10-2008	REGISTERED
CVTT-108NZ	SMA	NZ	107931	17-4-1974	107931	17-4-1974	REGISTERED
CVTT-108PH	SMA	PH	42008012590	15-10-2008	42008012590	29-12-2008	REGISTERED
CVTT-108RU	SMA	RU	2408732282	9-10-2008	397439	24-11-2009	REGISTERED
CVTT-108SG	SMA	SG	169595	19-4-1985	T8501695E	19-4-1985	REGISTERED
CVTT-108TR	SMA	TR	2009 01581	14-1-2009	2009 01581	20-11-2009	REGISTERED
CVTT-108TW	SMA	TW	085013888	25-3-1996	766639	16-7-1997	REGISTERED
CVTT-108US	SMA	US	73/361,011	22-4-1982	1,244,929	12-7-1983	REGISTERED
CVTT-108VE	SMA	VE	6721-1981	29-7-1981	111958	12-12-1984	REGISTERED
CVTT-108ZA	SMA	ZA	1967/4273	26-9-1967	1967/4273	26-9-1967	REGISTERED