

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528875

<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>
the national titanium dioxide co. ltd. (cristal)		04/10/2019	Corporation: SAUDI ARABIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRONOX LLC		
<b>Street Address:</b>	3301 nw 150th st.		
<b>City:</b>	Oklahoma City		
<b>State/Country:</b>	OKLAHOMA		
<b>Postal Code:</b>	73134		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4560522	CRISTALACTIV	
<b>Registration Number:</b>	4543692	CRISTALACTIV FOR EARTH-FRIENDLY COATINGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4057207211		
<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>	4052706011		
<b>Email:</b>	ipdocket@mcafeetaft.com		
<b>Correspondent Name:</b>	Sasha L. Beling		
<b>Address Line 1:</b>	211 N. Robinson		
<b>Address Line 2:</b>	MCAFEE & TAFT, 10TH FLOOR, TWO LEADERSHI		
<b>Address Line 4:</b>	Oklahoma City, OKLAHOMA 73102		
<b>ATTORNEY DOCKET NUMBER:</b>	50665.630		
<b>NAME OF SUBMITTER:</b>	Sasha L. Beling		
<b>SIGNATURE:</b>	/slb/		
<b>DATE SIGNED:</b>	06/24/2019		
<b>Total Attachments: 9</b>			
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TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT (this "**Assignment**") dated as of April 10, 2019, from The National Titanium Dioxide Company Limited (a/k/a "The National Titanium Dioxide Company Limited (Cristal)" and/or "The National Titanium Dioxide Co. Ltd. (Cristal)"), a limited company organized under the laws of the Kingdom of Saudi Arabia ("**Assignor**"), to Tronox LLC, a limited liability company organized under the laws of the State of Delaware ("**Assignee**").

WHEREAS, Assignor is the owner of the Assigned Trademarks (as defined below);

WHEREAS, pursuant to Section 1.03(b) of the Transaction Agreement, dated as of February 21, 2017, as amended by that certain Amendment No. 1 to Transaction Agreement dated as of March 1, 2018, as further amended by that certain Amendment No. 2 to Transaction Agreement dated as of March 28, 2019, and as further amended by that certain Side Letter, dated as of the date hereof, between Assignor, Cristal Inorganic Chemicals Netherlands Coöperatief W.A., and Tronox Limited A.C.N. 153 348 111, a public limited company registered under the laws of the State of Western Australia ("**Tronox Limited**") (as amended, supplemented or modified from time to time, the "**Transaction Agreement**"), by and among Tronox Limited, Assignor and, solely for the purposes of Article I, II, VIII, IX and XIII of the Transaction Agreement, Cristal Inorganic Chemicals Netherlands Coöperatief W.A., a cooperative organized under the laws of the Netherlands and a Subsidiary of Assignor, Assignor agreed to sell, transfer, assign, convey and deliver to Tronox Limited (and its permitted successors and assigns) all of Assignor's right, title and interest in, to and under the Assigned Trademarks, free and clear of all Liens other than Permitted Liens (as each term is defined in the Transaction Agreement) and Tronox Limited agreed that it would assume certain obligations in respect of the Assigned Trademarks;

WHEREAS, in connection with the foregoing, Tronox Limited desires that Assignee act as Tronox Limited's designated assignee of Tronox Limited's rights under the Transaction Agreement with respect to the Assigned Trademarks; and

WHEREAS, in connection with the foregoing, Assignor wishes to assign to Assignee (as Tronox Limited's permitted assignee), and Assignee wishes to acquire from Assignor, all right, title, and interest in, to and under the Assigned Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Capitalized terms not defined herein have the meaning specified in the Transaction Agreement.

(a) "**Assigned Trademarks**" means (i) the Marks set forth on Schedule A hereto; and (ii) any translations or combinations based on or including such Marks (provided that any such translations are translations of both "Cristal" and "Activ" and any such combinations include both the term "Cristal" and the term "Activ").

(b) "**Marks**" means trademarks, service marks, logos, and registrations and applications for registration of any of the foregoing.

2. **Assignment.** Pursuant to this Assignment, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its permitted successors and assigns, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to and under the Assigned Trademarks and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, and all income, royalties, damages and payments due or payable as of the Closing or thereafter (including damages and payments for past, present or future infringements, dilutions, violations or misappropriations thereof), the right to sue and recover for past, present or future infringements, dilutions, violations or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

3. **Further Assurances.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto, free and clear of all Liens other than Permitted Liens.

4. **Terms of the Transaction Agreement.** The terms of the Transaction Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities, are incorporated herein by this reference. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Transaction Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of a conflict between the terms and provisions of this Assignment and the Transaction Agreement, the terms and provisions of the Transaction Agreement shall govern and control.

5. **Counterparts.** This 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 agreement. This Assignment shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered, including by e-mail in PDF format (which shall constitute a legal and valid signature for purposes hereof and have the same effect as an original), to the other parties hereto.

6. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

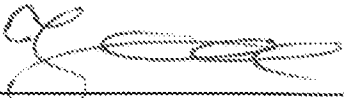
7. **Successors and Assigns.** Neither this Assignment nor any of the rights, interests or obligations under this Assignment shall be assigned, in whole or in part, by operation of Law or otherwise by any of the parties without the prior written consent of the other parties. Any purported assignment without such consent shall be void.

8. **Headings.** The descriptive headings of the several sections in this Assignment are for convenience only and do not constitute a part of this Assignment and shall not be deemed to limit or affect in any way the meaning or interpretation of this Assignment.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

THE NATIONAL TITANIUM DIOXIDE CO. LTD.

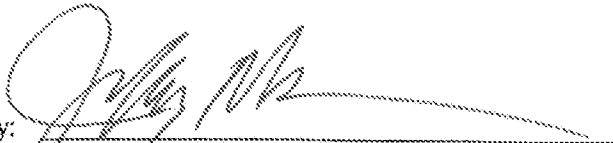
By:   
Name: Dr Talal Al-Shair  
Title: Chairman of the board

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 006676 FRAME: 0339**

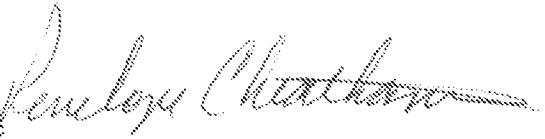
IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

TRONOX LLC

By:   
Name: Jeffrey Neuman  
Title: President and Secretary

Notarization Required:





**SCHEDULE A**

Assigned Trademarks

1. Any and all unregistered "CRISTALACTIV" Marks.
2. The following Marks:

Mark Name	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Class
CRISTALACTIV For earth-friendly coatings	Australia	Registered	1513913	2012-09-12	1513913	2014-04-24	1.2
CRISTALACTIV For earth-friendly coatings	Australia	Registered	1513914	2012-09-12	1513914	2014-04-24	1.2
CRISTALACTIV For earth-friendly coatings	Canada	Abandoned	1651655	2013-11-12			1.2
CRISTALACTIV For earth-friendly coatings	Canada	Abandoned	1651656	2013-11-12			1.2
CRISTALACTIV For earth-friendly coatings	China	Registered	8079941	2010-02-23	8079941	2014-07-28	1
CRISTALACTIV For earth-friendly coatings	China	Registered	8079940	2011-06-28	8079940	2011-06-28	2
CRISTALACTIV For earth-friendly coatings	China	Registered	8080128	2011-12-14	8080128	2011-12-14	2
CRISTALACTIV For earth-friendly coatings	China	Registered	8079939	2012-11-07	8079939	2012-06-11	1
CRISTALACTIV For earth-friendly coatings	Ecuador	Registered	50118	2013-11-12	7689-14	2014-06-02	1
CRISTALACTIV For earth-friendly coatings	Ecuador	Registered	50120	2013-11-12	7698-14	2014-06-02	2
CRISTALACTIV For earth-friendly coatings	Ecuador	Registered	50124	2013-11-12	7691-14	2014-06-02	2
CRISTALACTIV For earth-friendly coatings	Ecuador	Registered	50125	2013-11-12	7692	2014-06-02	1
CRISTALACTIV For earth-friendly coatings	EM	Registered	8943763	2010-10-03	8943763	2010-10-03	1.2
CRISTALACTIV For earth-friendly coatings	EM	Registered	8943797	2010-10-03	8943797	2010-10-03	1.2



Mark Name	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Class
CRISTALACTIV	Finland	Rejected	T201302313	2013-11-07			1,2
CRISTALACTIV For earth-friendly coatings	Finland	Registered	T201302312	2013-11-07	260951	2014-04-15	1,2
CRISTALACTIV	India	Registered	1923339	2010-02-17	1923339	2010-02-17	1
CRISTALACTIV	India	Registered	1923340	2010-02-17	1923340	2010-02-17	2
CRISTALACTIV For earth-friendly coatings	India	Registered	1923341	2010-02-17	1923341	2010-02-17	1
CRISTALACTIV For earth-friendly coatings	India	Registered	1923342	2010-02-17	1923342	2010-02-17	2
CRISTALACTIV	Indonesia	Registered	D002010019652	2010-05-31	IDM000325404	2011-10-05	1
CRISTALACTIV	Indonesia	Registered	D002010019653	2010-05-31	IDM000430276	2014-10-10	2
CRISTALACTIV For earth-friendly coatings	Indonesia	Registered	D002010019650	2010-05-31	IDM000422965	2014-09-02	1
CRISTALACTIV For earth-friendly coatings	Indonesia	Registered	D002010019651	2010-05-31	IDM000325403	2011-10-05	2
CRISTALACTIV	Japan	Rejected	2010-017655	2010-03-09			1,2
CRISTALACTIV For earth-friendly coatings	Japan	Rejected	2010-017656	2010-03-09			1,2
CRISTALACTIV	Pakistan	Opposed	349432	2013-11-07	349432	2013-11-07	2
CRISTALACTIV	Pakistan	Registered	349431	2013-11-11	349431	2019-01-01	1
CRISTALACTIV For earth-friendly coatings	Pakistan	Registered	349429	2013-11-11	349429	2013-11-07	1
CRISTALACTIV For earth-friendly coatings	Pakistan	Opposed	349430	2013-11-11	349430	2013-11-07	1
CRISTALACTIV	Philippines	Registered	4-2009-011474	2009-11-11	4-2009-011474	2011-01-10	1,2
CRISTALACTIV For earth-friendly coatings	Philippines	Registered	4-2009-011472	2009-11-11	4-2009-011474	2011-01-10	1,2
CRISTALACTIV	Qatar	Registered	72374	2012-01-09	72374	2012-01-09	1

Mark Name	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Class
CRISTALACTIV	Qatar	Registered	72375	2012-01-09	72375	2012-01-09	2
CRISTALACTIV For earth-friendly coatings	Qatar	Registered	72372	2012-01-09	72372	2012-01-09	1
CRISTALACTIV For earth-friendly coatings	Qatar	Registered	72373	2012-01-09	72373	2012-09-01	2
CRISTALACTIV	S. Korea	Rejected	40-2010-0022165	2010-04-26			1.2
CRISTALACTIV For earth-friendly coatings	S. Korea	Rejected	40-2010-0022166	2010-04-26			1.2
CRISTALACTIV	Saudi Arabia	Objection	176766	2012-01-10			1
CRISTALACTIV	Saudi Arabia	Objection	176767	2012-01-10			2
CRISTALACTIV For earth-friendly coatings	Saudi Arabia	Objection	176768	2012-01-10			1
CRISTALACTIV For earth-friendly coatings	Saudi Arabia	Objection	176769	2012-01-10			2
CRISTALACTIV	Singapore	Registered	T1317892D	2013-11-06	T1317892D	2014-07-03	1.2
CRISTALACTIV For earth-friendly coatings	Singapore	Registered	T1317893B	2013-11-06	T1317893B	2014-06-12	1.2
CRISTALACTIV For earth-friendly coatings	South Africa	Objection	2014/01596	2014-01-22			1
CRISTALACTIV For earth-friendly coatings	South Africa	Objection	2014/01597	2014-01-22			2
CRISTALACTIV	South Africa	Objection	2014/01594	2014-01-22			1
CRISTALACTIV	South Africa	Objection	2014/01595	2014-01-22			2
CRISTALACTIV	Taiwan	Registered	0999025209	2010-05-26	01445347	2010-12-16	1.2
CRISTALACTIV	Taiwan	Registered	0999025208	2010-05-26	01445346	2010-12-16	1.2

Mark Name	Country	Status	Application Number	Filed Date	Registration Number	Registration Date	Class
For earth-friendly coatings	Turkey	Registered	2011/22545	2011-03-18	2011 22545	2012-07-04	1,2
CRISTALACTIV For earth-friendly coatings	Turkey	Registered	2011/22546	2011-03-21	2011 22546	2012-07-04	1,2
CRISTALACTIV For earth-friendly coatings	UAE	Registered	167688	2012-01-09	167688	2012-01-09	1
CRISTALACTIV For earth-friendly coatings	UAE	Registered	167690	2012-01-09	167690	2012-01-09	2
CRISTALACTIV For earth-friendly coatings	UAE	Registered	167689	2012-01-09	167689	2012-01-09	1
CRISTALACTIV For earth-friendly coatings	UAE	Registered	167691	2012-01-09	167691	2012-01-09	2
CRISTALACTIV For earth-friendly coatings	US	Registered	77937795	2010-02-17	4568522	2014-07-01	1,2
CRISTALACTIV For earth-friendly coatings	US	Registered	77937913	2010-02-17	4543692	2014-06-03	1,2