

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538266

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fireslone Polymers, LLC		08/01/2019	Limited Liability Company: OHIO Delaware
RECEIVING PARTY DATA			
Name:	Lion Elastomers Orange, LLC		
Street Address:	36191 Highway 30		
City:	Geismar		
State/Country:	LOUISIANA		
Postal Code:	70734		
Entity Type:	Limited Liability Company: LOUISIANA Delaware		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2930211	DIENE	
Registration Number:	0781889	DURADENE	
Registration Number:	0823195	STEREON	
CORRESPONDENCE DATA			
Fax Number:	2253889133		
<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>			
Email:	ipmailbox@keanmiller.com		
Correspondent Name:	Robert Devin Ricci		
Address Line 1:	P.O. Box 3513		
Address Line 4:	Baton Rouge, LOUISIANA 70821		
NAME OF SUBMITTER:	Robert Devin Ricci		
SIGNATURE:	/RobertDevinRicci/		
DATE SIGNED:	08/27/2019		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment"), effective as of August 1, 2019 (the "Effective Date"), is made by and Firestone Polymers, LLC, a Delaware limited liability company (the "Assignor"), and Lion Elastomers Orange, LLC, a Delaware limited liability company (the "Assignee").

RECITALS

A. The Assignor is the owner of trademarks set forth on Exhibit A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. Pursuant to the terms of that certain Asset Purchase Agreement, by and between Assignor and Assignee, dated as of May 24, 2019 (the "Purchase Agreement"), Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee;

C. In connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. The Assignor desires to assign all right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

AGREEMENT

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business that is ongoing and existing to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all past, present, and future infringement or dilution of the Marks, and to recover and retain damages and profits relating to those infringements and dilution, and obtain all other remedies in respect to any such infringements or dilution thereof .

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations

resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. Upon reasonable request by and at the expense of the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks. Assignor expressly covenants to execute upon request by the Assignee to execute forms of assignment as requested by local counsel from the foreign countries identified on Exhibit A.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument. Any notice, request, instruction or other communication or document to be given hereunder by a Party will be in writing and (i) delivered personally, (ii) sent by registered or certified mail, postage prepaid and return receipt requested, (iii) sent by Federal Express or other reputable overnight courier service, (iv) sent by confirmed facsimile, or (v) sent via e-mail by using the tracking option of "request a read receipt", addressed to the Parties (effective with receipt of such read receipt and followed with a facsimile transmission) (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 5 as shown below).

6. This Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

* * *

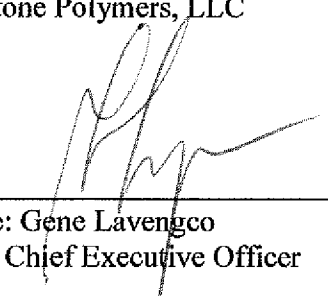
IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

Firestone Polymers, LLC

Lion Elastomers Orange, LLC

By:  _____

By: _____

Name: Gene Lavengco
Title: Chief Executive Officer

Name:
Title:

Address for Notices:

Address for Notices:

Firestone Polymers, LLC
381 West Wilbeth Road
Akron, OH 44301
Attn: General Counsel and Chief IP Counsel
Fax: 330-379-4064
Email: YarcuskoAlan@bfusa.com and
KingsburyTom@bfusa.com

Lion Elastomers Orange, LLC
36191 Highway 30
Geismar, Louisiana 70734
Attn: Bobby Rikhoff and Jesse Zeringue
Fax: 225-623-0588
Email: Bobby.Rikhoff@lionelastomers.com
and Jesse.Zeringue@lionelastomers.com

with a copy to:

with a copy to:

McDermott Will & Emery LLP
444 West Lake Street
Chicago, IL 60606
Attention: Jake Townsend
Fax.: 312-984-7700
E-mail: jtownsend@mwe.com

Goradia Capital LLC
16825 Northchase Drive, Suite #1400
Houston, Texas 77060
Attn: Mark S. Antonvich
Fax: 281-618-1392
Email: mantonvich@vinmar.com

and

Vinson & Elkins LLP
1001 Fannin Street, Suite 2500
Houston, TX 77002
Attention: Chris Collins
Fax.: 713-615-5883
E-mail: chriscollins@velaw.com

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006733 FRAME: 0245

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the Effective Date.

ASSIGNOR:

Firestone Polymers, LLC

By: _____
Name: Gene Lavengco
Title: Chief Executive Officer

Address for Notices:

Firestone Polymers, LLC
381 West Wilbeth Road
Akron, OH 44301
Attn: General Counsel and Chief IP Counsel
Fax: 330-379-4064
Email: YarcuskoAlan@bfusa.com and
KingsburyTom@bfusa.com

with a copy to:

McDermott Will & Emery LLP
444 West Lake Street
Chicago, IL 60606
Attention: Jake Townsend
Fax.: 312-984-7700
E-mail: jtownsend@mwe.com

ASSIGNEE:

Lion Elastomers Orange, LLC

By: _____
Name: Jesse Zeringue
Title: Chief Executive Officer and President

Address for Notices:

Lion Elastomers Orange, LLC
36191 Highway 30
Geismar, Louisiana 70734
Attn: Bobby Rikhoff and Jesse Zeringue
Fax: 225-623-0588
Email: Bobby.Rikhoff@lionelastomers.com
and Jesse.Zeringue@lionelastomers.com

with a copy to:

Goradia Capital LLC
16825 Northchase Drive, Suite #1400
Houston, Texas 77060
Attn: Mark S. Antonvich
Fax: 281-618-1392
Email: mantonvich@vinmar.com

and

Vinson & Elkins LLP
1001 Fannin Street, Suite 2500
Houston, TX 77002
Attention: Chris Collins
Fax.: 713-615-5883
E-mail: chriscollins@velaw.com

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006733 FRAME: 0246

Exhibit A

Trademark Applications and Registrations

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
DIENE	French Polynesia - (PF)	1376985	11/07/2014	1376985	03/24/2015
DIENE	Venezuela - (VE)	N/A	07/28/1982	100181-F	07/28/1982
DIENE	Switzerland - (CH)	N/A	03/13/1985	P338746	03/13/1985
DIENE	France - (FR)	1376985	10/28/1996	1376985	10/28/1996
DIENE	New Zealand - (NZ)	69003	06/28/1961	B69003	03/26/1963
DIENE	Italy - (IT)	347574	02/04/1997	362016000122583	02/04/1997
DIENE	Sweden - (SE)	197701301	03/21/1977	166741	03/09/1999
DIENE	Japan - (JP)	N/A	05/04/1963	610371	05/04/2003
DIENE	United States - (US)	76/540362	08/13/2003	2930211	03/08/2005
DURADENE	Great Britain - (GB)	867811	08/07/1999	867811	08/07/1964
DURADENE	The European Union Trademark - (EM)	013699764	02/02/2015	013699764	05/28/2015
DURADENE	Norway - (NO)	N/A	11/22/1999	103581	11/22/1999
DURADENE	Norway - (NO)	82739	06/15/1964	65312	12/17/1994
DURADENE	Italy - (IT)	RM2014C0003543	07/07/1994	1601099	07/07/1994
DURADENE	New Zealand - (NZ)	76352	07/22/1964	76352	09/23/1965
DURADENE	United States - (US)	72/187100	02/20/1964	781889	12/22/1984
DURADENE	Venezuela - (VE)	N/A	09/21/1980	50597-F	09/21/1980
DURADENE	Zambia - (ZM)	N/A	08/28/1994	44673	08/28/1994
DURADENE	Australia - (AU)	188139	06/08/1964	188139	06/08/1999
DURADENE	Brazil - (BR)	648837	07/02/1964	004050215	06/19/1990
DURADENE	Benelux - (BX)	557374	11/19/1971	73799	11/19/1994
DURADENE	Canada - (CA)	283497	07/10/1964	143304	01/07/1996
DURADENE	Switzerland - (CH)	N/A	06/22/1984	P333053	06/22/1984
DURADENE	Spain - (ES)	449764	06/16/1964	449764(3)	01/25/1985
DURADENE	France - (FR)	1523601	04/11/1999	1523601	04/11/1999
DURADENE	French Polynesia - (PF)	1523601	11/07/2014	1523601	03/24/2015
JIEN IN KATAKANA (Diene in Japanese)	Japan - (JP)	N/A	05/04/1963	610372	05/04/2003
STEREON	French Polynesia - (PF)	1340362	11/07/2014	1340362	03/24/2015
STEREON	The European Union Trademark - (EM)	013706403	02/03/2015	013706403	02/03/2015
STEREON	Argentina - (AR)	2975853	02/05/2010	2423380	02/07/2011
STEREON	Canada - (CA)	295805	03/18/1966	158578	10/04/1998
STEREON	France - (FR)	1340362	01/28/1996	1340362	01/28/1996

STEREON	Japan - (JP)	2010629	12/18/1997	2010629	12/18/1997
STEREON	New Zealand - (NZ)	80492	02/22/1966	80492	04/10/1967
STEREON	Portugal - (PT)	193549	01/06/1977	193549	10/29/1984
STEREON	United States - (US)	72/234275	12/09/1965	0823195	01/31/1967

EXHIBIT A TO
TRADEMARK ASSIGNMENT