

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM540455

<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>
MacDermid Acumen Inc.		12/20/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	tesa SE		
<b>Street Address:</b>	Hugo-Kirchberg-Straße 1		
<b>Internal Address:</b>	BF. 645		
<b>City:</b>	Hamburg		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	22848		
<b>Entity Type:</b>	Societas Europae (Se): GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2465123	TWINLOCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	eva.manthey@tesa.com		
<b>Correspondent Name:</b>	tesa SE		
<b>Address Line 1:</b>	Hugo-Kirchberg-Straße 1		
<b>Address Line 2:</b>	BF. 645		
<b>Address Line 4:</b>	Hamburg, GERMANY 22848		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Price Heneveld LLP		
<b>Address Line 1:</b>	695 Kenmoor S.E.		
<b>Address Line 2:</b>	Michael Hages		
<b>Address Line 4:</b>	Grand Rapids, MICHIGAN 49546		
<b>NAME OF SUBMITTER:</b>	Eva Manthey		
<b>SIGNATURE:</b>	/Eva Manthey/		
<b>DATE SIGNED:</b>	09/12/2019		

OP \$40.00 2465123

**Total Attachments: 5**

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## BILL OF SALE

THIS BILL OF SALE ("Bill of Sale"), dated as of December 20 / 21, 2018, is made by MacDermid Acumen Inc., a company of the state of Delaware, at address 245 Freight Street Waterbury CT USA 06702 ("Seller"); and tesa SE, Hugo-Kirchberg-Strasse 1, 22848 Norderstedt, Germany ("Buyer") and its subsidiary tesa TL B.V., Melkrijder 6, 3861 SG Nijkerk, The Netherlands ("Buyer Subsidiary"). Seller and Buyer may each be referred to herein as a "Party" and may be referred to jointly as the "Parties."

Whereas, Seller and Buyer's Subsidiary, tesa TL B.V., Melkrijder 6, 3861 SG Nijkerk, The Netherlands, are currently parties to a Trademark License Agreement dated January 1, 2018, in which Seller is licensing trademark assets to the Buyer's subsidiary.

Whereas, in the Trademark License Agreement, provision is made for the Parties to discuss in good faith a purchase of the trademark assets by the Buyer. The Parties have made such discussion.

Whereas, as a result, Buyer seeks to purchase from Seller, and Seller is willing to sell to Buyer, the trademarks identified in Annex 1 as well as any unregistered trademark rights referring thereto (the "Purchased Assets"), under the terms herein.

Whereas, Seller and Buyer desire to execute and deliver this Bill of Sale for the purposes of documenting and confirming the terms of this transaction and further to irrevocably transfer to and vest in Buyer all of Seller's right, title and interest in and to the Purchased Assets.

Whereas, Seller and Buyer Subsidiary desire to simultaneously terminate their existing Trademark License Agreement.

In consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Seller hereby conveys, transfers, assigns, sets over to and vests in Buyer, its successors and assigns, forever, all of Seller's right, title and interest, legal or equitable, in and to all of the Purchased Assets. For avoidance of doubt, the Parties acknowledge and agree that the Purchased Assets include all trademark rights (registered and unregistered), all associated trademark registrations, all associated goodwill, and all rights to sue for past, current and future infringements thereof, and all rights to assert or defend cancellation, opposition, and similar actions related thereto. For clarification, it is agreed that Seller will no longer be entitled to use any of the trademarks (registered and unregistered).

2. Seller agrees to execute further Assignment documents Buyer may present in order for Buyer to perfect their interest, so long as the Assignment documents are not inconsistent with the terms herein. To the extent Seller executes separate Assignment documents for recording or other purposes, the Parties acknowledge and agree that such Assignments documents are intended as a confirmation and documentation of the conveyance in this Bill of Sale, and not as separate

transfers of the Purchased Assets. Once signed, Seller shall provide Buyer with such documents as a copy or as originals (per Buyer's choice). Buyer is responsible for preparing and filing the Assignment documents (with regard to the trademark registered in the US in cooperation with the current US lawyers in charge) on its own expense. Buyer will keep Seller informed on the respective process.

3. With the exclusion of privileged and/or attorney work-product information, Seller shall instruct their outside counsel to forward an electronic copy of the existing trademark files for the Purchased Assets and all available original certificates of Registration; these items being forwarded to Purchaser no later than January 18, 2019. In case, any further information might be necessary to exercise the rights conveyed to Buyer by this Bill of Sale, Seller will undertake its commercially reasonable efforts to make such information available to Buyer.

4. Buyer agrees to pay Seller the amount of [REDACTED] for the Purchased Assets, to be paid by December 31, 2018. A signed Bill of Sale delivered by email, facsimile, .pdf copy, or other means will be deemed valid. The Parties may sign separate documents, the combination of which may constitute a fully executed copy.

5. Seller represents (a) Seller owns all right, title, and interest in and to CTM Reg. No. 17484262 and US Reg. No. 2465123, including the right to assign the registration to the Buyer, (b) Seller's signator is authorized to sign this Bill of Sale and to bind the Seller, and (c) Seller is not aware of any violation or infringement any third party's rights (or any claim thereof) relating to the Purchased Assets.

6. This Bill of Sale terminates the Trademark License Agreement between Seller and Buyer Subsidiary, dated January 1, 2018, as set out in Section 12.2 of the Trademark License Agreement and the provisions of clause 2.4 of the Trademark License Agreement apply. In regard to this, all potential mutual claims between the Seller and the Buyer Subsidiary of the Trademark License Agreement are waived herewith (confirmed by the signature of TL B.V. below).

7. This Bill of Sale will inure to the benefit of and be binding upon Seller and Buyer and their respective successors and assigns. If any portion of this Bill of Sale shall be held to be void or unenforceable, the remaining portions shall continue in full force and effect.

8. The Parties agree to keep the terms of this Bill of Sale confidential, except as may need to be disclosed to accountants, tax advisors, auditors, and the like, where those parties also agree to keep the terms confidential.

9. Any communications having legal effect shall be deemed to have been given when received by the receiving Party (e.g., by email read-receipt, by confirmation of delivery by FedEx, etc.) These communications must be sent to the respective Parties as per below:

SELLER: MacDermid Acumen Inc., 245 Freight Street Waterbury CT 06702,  
Attn: Vic Michels, Chief Segment Counsel, 561-207-9640, email  
Vic.Michels@pspcorporate.com.

BUYER: tesa SE, Hugo-Kirchberg-Strasse 1, 22848 Norderstedt, Germany, Attn:  
Benjamin Grote, Head of Business Law & Contracts, email  
Benjamin.Grote@tesa.com.

10. This Bill of Sale is governed by the laws of the State of New York without effect to any choice of law rule, and any legal dispute shall be addressed exclusively in the state courts of the city of New York. Buyer acknowledges that a breach by Buyer in completing its payment obligations may cause Seller irreparable harm, for which an award of damages would not be adequate compensation and agrees that Seller shall be entitled to equitable relief, including an injunction, specific performance, or relief as deemed appropriate by the court, and Buyer waives any requirement for Seller to post any type of bond. These remedies will not be deemed to be exclusive but are in addition to all other remedies available at law or equity.

IN WITNESS WHEREOF, Seller and Buyer have caused this Bill of Sale to be duly executed and delivered by its duly authorized representative as of the date first written above.

MACDERMID ACUMEN INC.

By: Melanie Galloway  
Name: Melanie Galloway  
Title: Sr. VP, General Manager

TESA SE

By: [Signature]  
Name: Jan Christoph Teetz  
Title: CFO

By: [Signature]  
Name: Reto Kuech  
Title: Director Finance

Section 6 of this Bill of Sale confirmed by

TESA TL B.V.

By: [Signature]  
Name: Carles Andreu  
Title: Managing Director

By: [Signature]  
Name: Jan Willem Boers  
Title: Managing Director

ANNEX 1 - Purchased Assets

TWINLOCK

Trademark	Status	Country	Reg. No.
TWINLOCK	Registered	European Union (Community)	17484262
TWINLOCK	Registered	United States	2485123