

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LANXESS CORPORATION		10/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	INTERNATIONAL DIOXCIDE, INC.		
Street Address:	554 TEN ROD ROAD		
City:	NORTH KINGSTOWN		
State/Country:	RHODE ISLAND		
Postal Code:	02852		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1651257	ADOX	
Registration Number:	800142	ANTHIUM	
Registration Number:	1807112	OXYCHLOR	
Registration Number:	1652832	ANTHIUM DIOXCIDE	
Registration Number:	1652833	CARNEBON 200	
Registration Number:	1714966	CRYOCIDE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2483584400		
Email:	trademarks@brookskushman.com		
Correspondent Name:	ERICA D. KLEIN		
Address Line 1:	1000 TOWN CENTER, 22ND FLOOR		
Address Line 2:	BROOKS KUSHMAN P.C.		
Address Line 4:	SOUTHFIELD, MICHIGAN 48075		
ATTORNEY DOCKET NUMBER:	BEPT0102TUS		
NAME OF SUBMITTER:	ERICA D. KLEIN		
SIGNATURE:	/erica d klein/		
DATE SIGNED:	09/19/2019		

CH \$165.00 1651257

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of October 31, 2017 is made by LANXESS CORPORATION, a Delaware corporation (“**Seller**”), in favor of, INTERNATIONAL DIOXCIDE, INC., a Delaware corporation (“**Company**”), having an address of 554 Ten Rod Road, North Kingstown, Rhode Island 02852, pursuant to the Stock Purchase Agreement by and among SUPERIOR PLUS US HOLDINGS INC., a Delaware corporation (“**Buyer**”), and Seller, dated as of October 12, 2017 (the “**Stock Purchase Agreement**”).

WHEREAS, under the terms of the Stock Purchase Agreement, Seller has agreed to sell all of the issued and outstanding shares of the Company to Buyer;

WHEREAS, under the terms of the Stock Purchase Agreement, Seller agreed to execute and deliver to the Company this Intellectual Property Assignment Agreement in order to ensure that the Company obtains ownership in those trademarks listed on Exhibit A hereto;

NOW THEREFORE, Seller agrees as follows, with the intent to be legally bound:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to the Company, and Company hereby accepts, all of Seller's right, title and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations set forth on Exhibit A hereto, and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the Trademarks above; and

(c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, if there may be any, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

(d) Company hereby accepts the foregoing assignment and expressly assumes any and all liability, debts and obligations associated with the Trademarks.

2. Recordation and Further Actions. Seller 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 IP Assignment upon request by the Company. Seller shall, and shall ensure that any of the relevant affiliates of Seller, cooperate as requested by the Company in the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions necessary to effectuate the

purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in the Company, full and complete ownership of the Trademarks, and in accordance with the terms of the Stock Purchase Agreement. The Company shall be responsible for making such recordations and filings.

3. This Assignment shall inure to the benefit of the Company and its successors and assigns and shall be binding upon the Seller and its successors and assigns;

4. 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 agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

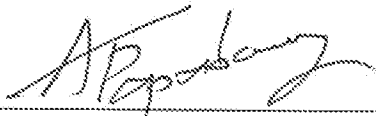
5. This IP Assignment shall be deemed to be made and in all respects shall be interpreted, construed and governed by and in accordance with the Laws of the State of Delaware without regard to the conflicts of laws principles thereof.

6. If any provision of this IP Assignment (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Trademarks.

[signature page follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

LANXESS Corporation

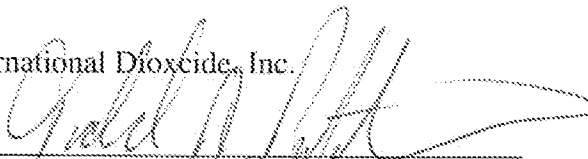
By: 

Name: Dr. Antonis Papadourakis

Title: President & Chief Executive Officer

AGREED TO AND ACCEPTED:

International Dioxide, Inc.

By: 

Name: Gode A. Portelance

Title: Secretary

EXHIBIT A

Case Reference	Trademark	Country	Filing Type	Filing No	Filing	Registration No	Registration	Classes	Next Renewal Due	Legal Owners	Registered Owner(s)
T003 00111-CH-MP	ADON	Switzerland	Madrid protocol	1158888	28 Mar 2013	1158888	28 Mar 2013	01	28 Mar 2023	LANNEXSS Corporation	The Chemours Company FC, LLC
T003 00111-EM-MP	ADON	European Union	Madrid protocol	1158888	28 Mar 2013	1158888	28 Mar 2013	01	28 Mar 2023	LANNEXSS Corporation	The Chemours Company FC, LLC
T003 00111-NO-MP	ADON	Norway	Madrid protocol	1158888	28 Mar 2013	1158888	28 Mar 2013	01	28 Mar 2023	LANNEXSS Corporation	The Chemours Company FC, LLC
T003 00111-TR-MP	ADON	Turkey	Madrid protocol	1158888	28 Mar 2013	1158888	23 Nov 2015	01	28 Mar 2023	LANNEXSS Corporation	The Chemours Company FC, LLC
T003 00111-US-DN	ADON	United States Of America	National filing	74/086228	09 Aug 1990	1651257	23 Jul 1991	01	23 Jul 2021	LANNEXSS Corporation	E.I. DuPont de Nemours and Company
T003 00111-WO-MP	ADON	International Procedure	Madrid protocol	1158888	28 Mar 2013	1158888	28 Mar 2013	01	28 Mar 2023	LANNEXSS Corporation	The Chemours Company FC, LLC
T003 00125-US-DN	ANTHUM	United States Of America	National filing	72215078	26 Mar 1965	800142	14 Dec 1965	01	14 Dec 2025	LANNEXSS Corporation	E.I. DuPont de Nemours and Company
T003 00126-BR-DN	ANTHUM DIOXIDE	Brazil	National filing	823736970	20 Sep 2001	823736970	20 Jul 2010	01	20 Jul 2020	LANNEXSS Corporation	E.I. DuPont de Nemours and Company
T003 00126-CO-DN	ANTHUM DIOXIDE	Colombia	National filing	10048143	23 Apr 2010	410785	22 Oct 2010	01	22 Oct 2020	LANNEXSS Corporation	The Chemours Company FC, LLC
T003 00126-EC-DN	ANTHUM DIOXIDE	Ecuador	National filing	228641	30 Apr 2010	523610	30 Sep 2010	01	30 Sep 2020	LANNEXSS Corporation	E.I. DuPont de Nemours and Company
T003 00126-PE-DN	ANTHUM DIOXIDE	Peru	National filing	419027	22 Apr 2010	165818	09 Jul 2010	01	09 Jul 2020	LANNEXSS Corporation	The Chemours Company FC, LLC

Case Reference	Trademark	Country	Filing Type	Filing No	Filing	Registration No	Registration	Classes	Next Renewal Due	Legal Owners	Registered Owner(s)
T003 00126-US-DN	ANTHELM DIOXICIDE	United States Of America	National filing	74-086206	09 Aug 1990	1652832	06 Aug 1991	01	06 Aug 2021	LANXESS Corporation	E.I. DuPont de Nemours and Company
T003 00126-VE-DN	ANTHELM DIOXICIDE	Venezuela	National filing	2010-005650	23 Apr 2010	P307966	25 Mar 2011	01	25 Mar 2026	LANXESS Corporation	E.I. DuPont de Nemours and Company
T003 00127-EM-CM	ANTHELM DIOXIDE	European Union	European Union Trademark	4397923	20 Apr 2005	004397923	19 May 2006	01	20 Apr 2025	LANXESS Corporation	The Chemours Company FC, LLC
T003 00132-US-DN	CARNERON 200	United States Of America	National filing	74-086242	09 Aug 1990	1652833	06 Aug 1991	01	06 Aug 2021	LANXESS Corporation	E.I. DuPont de Nemours and Company
T003 00133-GB-DN	CRYOCIDE	United Kingdom	National filing	2213594	08 Nov 1999	2213594	05 May 2000	05	08 Nov 2019	LANXESS Corporation	The Chemours Company FC, LLC
T003 00133-JP-DN	CRYOCIDE	Japan	National filing	2011078543	01 Nov 2011	5482685	30 Mar 2012	05	30 Mar 2022	LANXESS Corporation	The Chemours Company FC, LLC
T003 00133-US-DN	CRYOCIDE	United States Of America	National filing	74-218366	04 Nov 1991	1714966	15 Sep 1992	05	15 Sep 2022	LANXESS Corporation	E.I. DuPont de Nemours and Company
T003 00134-JP-DN	ENDIMIAL	Japan	National filing	2011078734	02 Nov 2011	5482687	30 Mar 2012	01:05	30 Mar 2022	LANXESS Corporation	The Chemours Company FC, LLC
T003 00134-US-DN	ENDIMIAL	United States Of America	National filing	72-289443	24 Jan 1968	855780	03 Sep 1968	05	03 Sep 2018	LANXESS Corporation	E.I. DuPont de Nemours and Company
T003 00137-CH-DN	HEADLINE	Switzerland	National filing	502952013	10 Jan 2013	642818	25 Apr 2013	01	10 Jan 2023	LANXESS Corporation	The Chemours Company FC, LLC
T003 00137-EM-NP	HEADLINE	European Union	Madrid protocol	1164260	25 Apr 2013	1164260	25 Apr 2013	01	25 Apr 2023	LANXESS Corporation	The Chemours Company FC, LLC
T003 00137-NO-NP	HEADLINE	Norway	Madrid protocol	1164260	25 Apr 2013	1164260	25 Apr 2013	01	25 Apr 2023	LANXESS Corporation	The Chemours Company FC, LLC
T003 00137-TR-NP	HEADLINE	Turkey	Madrid protocol	1164260	25 Apr 2013	1164260	25 Apr 2013	01	25 Apr 2023	LANXESS Corporation	The Chemours Company FC, LLC

Case Reference	Trademark	Country	Filing Type	Filing No	Filing	Registration No	Registration	Classes	Next Renewal Due	Legal Owners	Registered Owners
T003 00137- WO-MP	HEADLINE	International Procedure	Madrid protocol	1164260	25 Apr 2013	1164260	25 Apr 2013	01	25 Apr 2023	LANNEXSS Corporation	The Chemours Company FC, LLC
T003 00137- CA-DN	HEADLINE	Canada	National filing	1257722		TMA 713,236	30 Apr 2008	01	30 Apr 2023	LANNEXSS Corporation	E.I. DuPont de Nemours and Company
T003 00148- CH-MP	ONYCHLOR	Switzerland	Madrid protocol	1159261	02 Apr 2013	1159261	02 Apr 2013	09	02 Apr 2023	LANNEXSS Corporation	The Chemours Company FC, LLC
T003 00148- CN-DN	ONYCHLOR	China	National filing	10175708	09 Nov 2011	10175708	14 Jan 2013	07	13 Jan 2023	LANNEXSS Corporation	E.I. DuPont de Nemours and Company
T003 00148- CN-DN[2]	ONYCHLOR	China	National filing	10810702	23 Apr 2012	10810702	21 Jul 2013	07	20 Jul 2023	LANNEXSS Corporation	E.I. DuPont de Nemours and Company
T003 00148- EM-MP	ONYCHLOR	European Union	Madrid protocol	1159261	02 Apr 2013	1159261	02 Apr 2013	09	02 Apr 2023	LANNEXSS Corporation	The Chemours Company FC, LLC
T003 00148- NO-MP	ONYCHLOR	Norway	Madrid protocol	1159261	02 Apr 2013	1159261	02 Apr 2013	09	02 Apr 2023	LANNEXSS Corporation	The Chemours Company FC, LLC
T003 00148- TR-MP	ONYCHLOR	Turkey	Madrid protocol	1159261	02 Apr 2013	1159261	02 Apr 2013	09	02 Apr 2023	LANNEXSS Corporation	The Chemours Company FC, LLC
T003 00148- US-DN	ONYCHLOR	United States Of America	National filing	747086244	09 Aug 1990	1807112	30 Nov 1993	09	30 Nov 2023	LANNEXSS Corporation	E.I. DuPont de Nemours and Company
T003 00148- WO-MP	ONYCHLOR	International Procedure	Madrid protocol	1159261	02 Apr 2013	1159261	02 Apr 2013	09	02 Apr 2023	LANNEXSS Corporation	The Chemours Company FC, LLC