

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549559

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AFTON CHEMICAL CORPORATION		06/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ITALMATCH SC, LLC		
Doing Business As:	ITALMATCH SC, LLC		
Street Address:	7201 W. 65th St.		
City:	Bedford Park		
State/Country:	ILLINOIS		
Postal Code:	60638		
Entity Type:	Corporation: DELAWARE Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4127986		
Registration Number:	2452784	POLARTECH	
Registration Number:	2506223	POLARTECH	
Registration Number:	2738399	ACTRABASE	
Registration Number:	2705365	ACTRACOR	
Registration Number:	2787118	ACTRAMIDE	
Registration Number:	2767659	ACTRASOL	
Registration Number:	2782644	LATOL	
CORRESPONDENCE DATA			
Fax Number:	2486410270		
<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:	2486411600		
Email:	troymailroom@hdp.com, mmester@hdp.com		
Correspondent Name:	G. GREGORY SCHIVLEY		
Address Line 1:	P.O. BOX 828		
Address Line 4:	BLOOMFIELD HILLS, MICHIGAN 48303		
NAME OF SUBMITTER:	G. GREGORY SCHIVLEY		

CH: \$215.00 4127986

SIGNATURE:	/G. GREGORY SCHIVLEY/
DATE SIGNED:	11/15/2019
Total Attachments: 6 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“**Assignment**”), dated as of June 15, 2018 (the “**Effective Date**”), is made by and among Afton Chemical Corporation, a Delaware corporation (“**Assignor**”) and Italmatch SC, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, the Assignor and Italmatch USA Corporation, an Illinois corporation (“**Italmatch USA**”), are parties to an Asset Purchase Agreement dated as of April 24, 2018 (as amended, the “**Purchase Agreement**”), pursuant to which the parties agreed to execute and deliver this Assignment to evidence Assignor’s conveyance, transfer and assignment to Italmatch USA of certain intellectual property of Assignor;

WHEREAS, the Italmatch USA and Assignee are parties to an Assignment of Agreement of Purchase and Sale dated as of June 15, 2018, pursuant to which Italmatch USA assigned to Assignee all of Italmatch USA’s right, title and interest to the Purchased Assets US (as defined in the Purchase Agreement) under the Purchase Agreement, including but not limited to the Intellectual Property (as defined below);

WHEREAS, in connection with the foregoing, Assignor wishes to transfer and assign to Assignee, and Assignee wishes to accept, all of Assignor’s right, title, and interest in and to such intellectual property rights set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions herein, Assignor and the Assignee, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all rights, title and interest in and to any and all of the following, whether arising under the laws of the United States, any other country, or any treaty regime:
 - a. the trademarks (the “**Marks**”), trademark applications, trademark registrations, trade secrets, and domain names set forth on **Exhibit A**, together with the goodwill of the business in connection with which the Marks have been used (collectively, the “**Intellectual Property**”);
 - b. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, as well as any and all claims and causes of action against third parties, arising from or 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 throughout the world, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

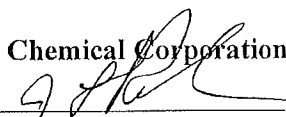
2. Recordation and Further Actions. Assignor hereby authorizes and requests the officials of all countries in which any of the Intellectual Property and/or related rights identified in Section 1 above are now or in the future will be issued to issue any formal protections related thereto to the Assignee for the sole use and enjoyment of the Assignee, its successors and assigns. Assignor hereby agrees to give Assignee all assistance reasonably required to perfect the rights hereinabove defined, including the execution of necessary papers, all lawful acts reasonably requisite in connection with the prosecution, assignment, enforcement and disclaimer of each and every formal protection based upon the foregoing, without further compensation and assistance or cooperation in legal proceedings.
3. Counterparts. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. A signed copy of this 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 Assignment.
4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby 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).

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the Effective Date.

ASSIGNOR:

Afton Chemical Corporation

By: 

Name: JONATHAN L. ROCK

Title: VP GLOBAL BUSINESS

ASSIGNEE:

Italmatch SC, LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the Effective Date.

ASSIGNOR:

Afton Chemical Corporation

By: _____

Name:

Title:

ASSIGNEE:

Italmatch SC, LLC

By: 

Name: Daniel McCaul

Title: CEO

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 006800 FRAME: 0006

EXHIBIT A

TRADEMARKS AND REGISTRATIONS

Mark	Jurisdiction	Status	Application Number	Registration Number	International Class: description
<u>ACIDIN</u>	India	Registered		883941	Class 001: acid inhibitors used in picking of coils, wires, and chemicals cleaning of equipments
<u>ACTRABASE</u>	United States	Registered	76/324,677	2,738,399	Class 001: emulsifier bases additive for soluble oil metalworking fluids
<u>ACTRACOR</u>	United States	Registered	76/324,675	2,705,365	Class 001: Corrosion inhibitors used for metal working fluids
<u>ACTRAMIDE</u>	United States	Registered	76/324,679	2,787,118	Class 001: amides for use in metalworking fluids
<u>ACTRASOL</u>	United States	Registered	76/324,676	2,767,659	Class 001: sulfated oils and fatty acids in metalworking fluids
<u>AQUA RP</u>	India	Registered	883933	883933	Class 001: Chemicals Used As Rust, Oxide Preventives, Passivators For Ferrous And Non-ferrous Metals
<u>LATOL</u>	United States	Registered	76/324,696	2,782,644	Class 001: tall oil fatty acids for use in metalworking fluids
<u>Polar Bear Design</u>	United States	Registered	85/285,038	4,127,986	Classes 001, 004: metalworking fluids, additives
<u>POLARTECH</u>	Mexico	Registered	1767921	1691071	Class 001: metalworking fluids, additives
<u>POLARTECH</u>	Mexico	Filed	1767923		Class 004: metalworking fluids, additives
<u>POLARTECH</u>	United States	Registered	76/132,287	2,506,223	Class 001: metal working fluids, additives
<u>POLARTECH</u>	Brazil	Registered		901196720	Class 001: metal working fluids, additives
<u>POLARTECH</u>	Canada	Filed	1,785,690		Class 001: metal working fluids, additives
<u>POLARTECH & Polar Bear Design</u>	United States	Registered	75/866,951	2,452,784	Class 001: metalworking fluids, additives

EXHIBIT A TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**TRADEMARK
REEL: 006800 FRAME: 0007**

<u>POLARTECH</u> <u>in lowercase</u> <u>letters with</u> <u>lines</u>	Brazil	Registered		81656604 6	Class 040: metalworking fluids, additives
<u>TECHF IN</u>	India	Registered	883935	883935	Class 001: Chemical Compounds Used In Vibro Finishing Equipments
<u>TECHLAP</u>	India	Registered	883934	883934	Class 001: Chemical Products, Used For Lapping Operation Of Steel, Stainless Steel, Non-ferrous Metals With Or Without Abrasives Filled
<u>TECHLUBE</u>	India	Registered	883938	883938	Class 001: Chemicals For Use In Manufacturing Lubricants
<u>TECHPHOS</u>	India	Registered	883943	883943	Class 001: Chemicals Used On Ferrous, Alloy Steels And Non-ferrous Metals
<u>TECHSEAL</u>	India	Registered	883940	883940	Class 001: Polymer Based Chemical Sealants Used In Refrigerators, Air Conditioners
<u>TECHSILK</u>	India	Registered	883936	883936	Class 001: Chemicals Used In Degumming, Reeling, Soaking
<u>TECHSQL</u>	India	Registered	883944	883944	Class 001: Chemicals Used As Cleaners In Ultrasonic Equipments

TRADE SECRETS

Title	Submission Date	Brief Description
<u>High Pressure Foam Rig Testing Methodology</u>	03/23/2017	conditions that we have developed as being the optimum for the evaluation of metal working fluids for their high pressure foaming and emulsion stability performance
<u>Metalworking Corrosion Inhibitor</u>	02/23/2017	novel amine salts useful as metalworking corrosion inhibitors

DOMAIN NAMES

Polartech.com

Polartech.xxx

EXHIBIT A TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

RECORDED: 11/15/2019

TRADEMARK
REEL: 006800 FRAME: 0008