

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557145

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BWA Water Additives UK Limited		01/02/2020	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Italmatch Chemicals GB Limited		
Street Address:	Asburn Road West, Trafford Park		
City:	Manchester		
State/Country:	UNITED KINGDOM		
Postal Code:	M17 1SX		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	88208255	STIMSQUEEZE	
Registration Number:	3491846	TOWERPRO	
Registration Number:	3530055		
Registration Number:	3448988	BROMICIDE	
Registration Number:	2505303		
Registration Number:	2579236	BEL-TRAK	
Registration Number:	2334901	BELLASOL	
Registration Number:	2464877	BELLACIDE	
Registration Number:	1680901	BELITE	
Registration Number:	1447019	SPER SAL	
Registration Number:	1291605	BELCOR	
Registration Number:	1274035	BELSPERSE	
Registration Number:	1176709	BROMICIDE	
Registration Number:	1127362	FLOCON	
Registration Number:	1132938	BELCLENE	
CORRESPONDENCE DATA			
Fax Number:	7172375300		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 717-232-8000
Email: trademarks@mcneeslaw.com
Correspondent Name: Kristen J. Grendzinski
Address Line 1: 100 Pine Street
Address Line 4: Harrisburg, PENNSYLVANIA 17101

ATTORNEY DOCKET NUMBER: 37342.0020/3038

NAME OF SUBMITTER: Kristen J. Grendzinski

SIGNATURE: /Kristen J. Grendzinski/

DATE SIGNED: 01/13/2020

Total Attachments: 15

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Dated 2 January 2020

BWA WATER ADDITIVES UK LIMITED

(as Assignor)

and

ITALMATCH CHEMICALS GB LIMITED

(as Assignee)

Trade Mark Assignment

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
+44.20.7710.1000 (Tel)
www.lw.com

TRADEMARK
REEL: 006836 FRAME: 0326

CONTENTS

Clause		Page
1.	DEFINITIONS AND INTERPRETATION.....	2
2.	ASSIGNMENT	3
3.	FURTHER ASSURANCE	3
4.	GENERAL	3
	SCHEDULE 1 THE TRADE MARKS	5

THIS DEED is made on 2 January 2020

BETWEEN:

- (1) **BWA WATER ADDITIVES UK LIMITED**, a company incorporated and registered in England, with company number 05657343, whose registered office is 2 Brightgate Way, Manchester, Greater Manchester, M32 0TB (the “**Assignor**”); and
- (2) **ITALMATCH CHEMICALS GB LIMITED**, a company incorporated and registered in England, with company number 11332314, whose registered office is Ashburton Road West, Trafford Park, Manchester, United Kingdom, M17 1SX (the “**Assignee**”).

BACKGROUND

- (A) The Assignor is the owner of Trade Marks (as defined below).
- (B) Pursuant to an asset purchase agreement dated 31 December 2019 entered into between the Assignor and Assignee, the Assignee acquired certain assets of the Assignor, including the Trade Marks.
- (C) The Assignor and Assignee desire that the Trade Marks be assigned by the Assignor to the Assignee on the terms set out in this Deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, save as otherwise specifically provided the following words have the following meanings:

“**Deed**” means this trade mark assignment;

“**Encumbrance**” means any mortgage, charge, pledge, option, licence, attachment, restriction, prior assignment, security interest, title retention, preferential right, lien, right of pre-emption, right of set-off or any limitation or restriction howsoever created or arising upon the ability of the Assignor to assign the Trade Marks; and

“**Trade Marks**” means the registered trade marks and the applications, short particulars of which are set out in Schedule 1, together with any goodwill associated with, and all statutory and common law rights attaching to the use of, the marks the subject of such registrations and applications.

1.2 Interpretation

In this Deed (except where the context otherwise requires):

- (a) any reference to the Background or a Clause or Schedule is to the relevant background item, clause or schedule of or to this Deed. Any reference to a paragraph is to the relevant paragraph of the Schedule in which it appears;
- (b) the index and clause headings are included for convenience only and shall not affect the interpretation of this Deed; and
- (c) reference to a party includes its successors and permitted assigns.

1.3 Schedules

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed and any reference to this Deed includes the Schedules.

2. ASSIGNMENT

2.1 The Assignor hereby assigns with full title guarantee to the Assignee absolutely all its right, title and interest in and to the Trade Marks, subject to all Encumbrances, including:

- (a) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks;
- (b) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership of any of the Trade Marks whether occurring before, on or after the date of this Deed;
- (c) all rights to claim priority from the Trade Marks;
- (d) all rights in any trade marks upon which any registrations or applications comprising the Trade Marks are dependent; and
- (e) all rights to any extensions, renewals or amendments to the Trade Marks.

3. FURTHER ASSURANCE

3.1 The Assignor shall, at its own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, necessary or desirable and requested by the Assignee in order to ensure that the full benefit of the right, title and interest assigned and transferred to the Assignee under this Deed vests in the Assignee, including registration of the Assignee as applicant or registered proprietor of the Trade Marks listed in Schedule 1 at the relevant intellectual property registry or authority.

4. GENERAL

4.1 Waivers

No failure or delay by either party in exercising any right or remedy provided by law under or pursuant to this Deed shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

4.2 Amendment

No variation of this Deed shall be valid unless it is in writing and signed by or on behalf of both parties.

4.3 Severability

If and to the extent that any provision of this Deed is held to be illegal, void or unenforceable, such provision shall be given no effect and shall be deemed not to be included in this Deed but without invalidating any of the remaining provisions of this Deed.

4.4 **Entire agreement**

This Deed sets out the entire agreement and understanding between the parties in respect of the subject matter of this Deed. It is agreed that:

- (a) neither party has entered into this Deed in reliance upon any representation, warranty or undertaking of the other party which is not expressly set out in this Deed;
- (b) neither party shall have any remedy in respect of misrepresentation or untrue statement made by the other party which is not contained in this Deed;
- (c) this clause shall not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

4.5 **Governing law and jurisdiction**

- (a) This Deed, the relationship between the parties and any non-contractual rights and the performance of the obligations in connection with this Deed, shall be governed by, and interpreted in accordance with, English law.
- (b) Each of the parties agree that the courts of England are to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Deed or otherwise arising in connection with this Deed and for such purposes irrevocably submit to the jurisdiction of the English courts.

4.6 **No Third Party Rights**

A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

IN WITNESS WHEREOF this document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1
THE TRADE MARKS

Trade Mark	Country	Status	Application Number	Registration Number
BELSPERSE	Australia	Registered	393166	393166
BELCLENÉ	Australia	Registered	309923	309923
BELCLENÉ	Australia	Registered	367419	367419
BELCLENÉ	Bahrain	Registered		8053
BELCLENÉ	Brazil	Registered		006788564
BELCLENÉ	Canada	Registered	0420842	TM A247487
BELCLENÉ	Chile	Registered	1263765	1273828
BELCLENÉ	Greece	Registered	59490	59490
BELCLENÉ	Hong Kong	Registered	304237308	304237308
BELCLENÉ	India	Registered	327560	327560
BELCLENÉ	Ireland	Registered	92742	92742
BELCLENÉ	Israel	Registered	44519	44549
BELCLENÉ	Korea, Republic of	Registered	433463	433463
BELCLENÉ	New Zealand	Registered	141320	141320
BELCLENÉ	Norway	Registered	1983-2005	118050
BELCLENÉ	Oman	Registered	10228	10228
BELCLENÉ	Pakistan	Registered	80447	80447
BELCLENÉ	Poland	Registered		56355
BELCLENÉ	Saudi Arabia	Registered	98/37	98/37
BELCLENÉ	Singapore	Registered	T8304513C	T8304513C
BELCLENÉ	South Africa	Registered	77/3392	77/3382
BELCLENÉ	Taiwan	Registered		241853
BELCLENÉ	Thailand	Registered	285352	44077
BELCLENÉ	United Kingdom	Registered	1083549	1083549
BELCLENÉ	United States of America	Registered	73/142,041	1,132,938
BELCLENÉ & In Chinese Characters	China (People's Republic)	Registered	11839346	11839346
BELCLENÉ with Arabic	Qatar	Registered	3675	3675
BELCOR	Argentina	Registered		2472778

Trade Mark	Country	Status	Application Number	Registration Number
BELCOR	Australia	Registered	401070	401070
BELCOR	Bahrain	Registered	8714	9714
BELCOR	Canada	Registered	0529401	TM A303131
BELCOR	Denmark	Registered	VA 1983 06011	VR 1985 01244
BELCOR	Ireland	Registered	109470	109470
BELCOR	Kuwait	Registered	17369	16202
BELCOR	New Zealand	Registered	150437	150437
BELCOR	Pakistan	Registered	81405	81405
BELCOR	Poland	Registered		60425
BELCOR	Singapore	Registered	T8400541J	T8400541J
BELCOR	South Africa	Registered	82/9168	83/9168
BELCOR	Sweden	Registered	83/8195	196033
BELCOR	Taiwan	Registered		249666
BELCOR	United Kingdom	Registered	1208804	1208804
BELCOR	United States of America	Registered	73/421,096	1,291,605
BELCOR with Katakana	Japan	Registered	\$58-117838	184630
BELGARD	Bahrain	Registered		8052
BELGARD	Denmark	Registered	VA 1986 02883	VR 1987 03141
BELGARD	Greece	Registered		78372A
BELGARD	India	Registered		359486
BELGARD	Indonesia	Pending	DIID2017055135	
BELGARD	Iran (Islamic Republic of)	Registered	84161	57178
BELGARD	Japan	Registered	549106278	1421518
BELGARD	Kuwait	Registered	121302	103495
BELGARD	Mexico	Registered	327362	672869
BELGARD	Norway	Registered		137860
BELGARD	Oman	Registered	68532	68532
BELGARD	Saudi Arabia	Registered		93/90
BELGARD	South Africa	Registered	84/10102	84/10102
BELGARD	Taiwan	Pending	10804293	
BELGARD	Tunisia	Registered	452470	ec001739
BELGARD	United Arab Emirates	Registered	14380	16848

Trade Mark	Country	Status	Application Number	Registration Number
BELGARD	United Kingdom	Registered	860692	860692
BELGARD & in Chinese Characters	China (People's Republic)	Registered	11839345	11839345
BELGARD in Katakana	Japan	Registered	S56-046283	1648036
BELGARD with Arabic	Qatar	Registered		3482
BELITE	China (People's Republic)	Registered	11839347	11839347
BELITE	Kuwait	Published	192911	
BELITE	Oman	Registered	10229	10229
BELITE	Saudi Arabia	Registered	116995	1439001063
BELITE	Taiwan	Pending	108042933	
BELITE	United Arab Emirates	Registered	14364	15715
BELITE	United States of America	Registered	74/159,612	1,680,901
BELLACIDE	Argentina	Published	3652940	
BELLACIDE	Australia	Registered	498809	498809
BELLACIDE	Canada	Published	1,876,040	
BELLACIDE	Chile	Registered	1263766	1273829
BELLACIDE	Denmark	Registered	VA 1988 07601	VR 1990 02636
BELLACIDE	Finland	Registered	109522	109522
BELLACIDE	Greece	Registered	91477	91477
BELLACIDE	Mexico	Registered	1183326	1246114
BELLACIDE	New Zealand	Registered	188643	188643
BELLACIDE	Pakistan	Registered	100397	100397
BELLACIDE	Saudi Arabia	Registered	116993	1439001061
BELLACIDE	South Africa	Registered	1988/09806	1988/09806
BELLACIDE	Sweden	Registered	88/09291	221087
BELLACIDE	United Kingdom	Registered	1083458	1083458
BELLACIDE	United States of America	Registered	75/571,020	2,464,877
BELLASOL	Australia	Registered	625078	625078
BELLASOL	Benelux	Registered	0077018	0550658
BELLASOL	Brazil	Registered		816129827
BELLASOL	Canada	Registered	0750114	TM A485799
BELLASOL	China (People's Republic)	Registered	94051652	810271
BELLASOL	France	Registered	84/511763	94/511763

Trade Mark	Country	Status	Application Number	Registration Number
BELLASOL	India	Registered	622650	622650
BELLASOL	Italy	Registered	M94C02698	1595392
BELLASOL	Mexico	Registered	648504	879951
BELLASOL	Norway	Registered	946105	188436
BELLASOL	Saudi Arabia	Registered	116994	1439001062
BELLASOL	Singapore	Registered	T9504350E	T9504350E
BELLASOL	United Arab Emirates	Registered	282215	282215
BELLASOL	United Kingdom	Registered	893893	893893
BELLASOL	United States of America	Registered	75/571,282	2,334,901
BELSPERSE	Argentina	Registered	1994303	2691579
BELSPERSE	Bahrain	Registered		8155
BELSPERSE	Brazil	Registered	811230660	811230660
BELSPERSE	Canada	Registered	1686823	TMA 951528
BELSPERSE	Greece	Registered	74993	74993
BELSPERSE	India	Registered		407061
BELSPERSE	Ireland	Registered	107869	107869
BELSPERSE	Israel	Registered	56597	56597
BELSPERSE	Kuwait	Registered	16223	15170
BELSPERSE	New Zealand	Registered	147708	147708
BELSPERSE	Norway	Registered	1983-2004	118049
BELSPERSE	Pakistan	Registered	80448	80448
BELSPERSE	Singapore	Registered	T8304514A	T8304514A
BELSPERSE	South Africa	Registered	83/4088	83/4088
BELSPERSE	Sweden	Registered	83/04109	196020
BELSPERSE	Taiwan	Registered		241854
BELSPERSE	United Kingdom	Registered	1198027	1198027
BELSPERSE	United States of America	Registered	73/421,094	1,274,035
BELSPERSE and in Katakana	Japan	Registered	S58-061008	1816449
BELSPERSE with Arabic	Qatar	Registered	3677	3677
BEL-TRAK	United States of America	Registered	75/671,570	2,579,236
BROMICIDE	Canada	Registered	0618248	TM A364955
BROMICIDE	Canada	Registered	1369877	TM A776921

Trade Mark	Country	Status	Application Number	Registration Number
BROMICIDE	China (People's Republic)	Registered	6336690	6336690
BROMICIDE	European Union (Community)	Registered	006371901	006371901
BROMICIDE	Japan	Registered	2007-107167	5131838
BROMICIDE	Mexico	Registered	889722	1047887
BROMICIDE	South Africa	Registered	1988/09381	1988/09381
BROMICIDE	Sweden	Registered	8908617	225830
BROMICIDE	United States of America	Registered	73/214,028	1,176,709
BROMICIDE	United States of America	Registered	77/306,564	3,448,988
BWA	Canada	Pending	1,876,038	
BWA	Chile	Registered	1263762	1273826
BWA	Saudi Arabia	Registered	116996	1439001064
BWA	United Arab Emirates	Registered	282216	282216
BWA	United Kingdom	Registered	3250460	3250460
BWA	European Union (Community)	Registered		1376029
BWA	India	Registered		1376029
BWA	Int'l Registration - Madrid Agreement / Protocol	Registered		1376029
BWA	Japan	Registered		1376029
BWA	Norway	Registered		1376029
BWA	United States of America	Pending	79/221,301	
BWA	United States of America	Registered	75/818,835	2,505,303
DROP & SWIRL Device	European Union (Community)	Registered	006371983	006371983
DROP & SWIRL Logo (B&W)	United States of America	Registered	77/306,552	3,530,055
FLOCLIDE	Bahrain	Registered		TM 17373
FLOCLIDE	France	Registered	94/511761	94/511761
FLOCLIDE	India	Registered	622649	622649
FLOCLIDE	Oman	Registered		9610
FLOCLIDE	South Africa	Registered		94/2992
FLOCLIDE	Spain	Registered		1812372

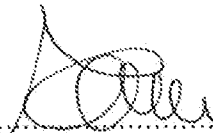
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FLOCLEAN	Saudi Arabia	Registered		32674
FLOCLEAN	United Kingdom	Registered	1566112	1566112
FLOCON	Algeria	Registered	082041	75806
FLOCON	Australia	Registered	1380860	1380860
FLOCON	Canada	Published	1658439	
FLOCON	Chile	Registered	1263764	1273827
FLOCON	China (People's Republic)	Registered	4280279	4280279
FLOCON	Egypt	Registered		1371384
FLOCON	European Union (Community)	Registered	015331523	015331523
FLOCON	France	Registered	94/511765	94/511765
FLOCON	Germany	Registered	2913907	2913907
FLOCON	Greece	Registered	155099	155099
FLOCON	Hong Kong	Registered	301713898	301713898
FLOCON	India	Registered	622651	622651
FLOCON	Int'l Registration - Madrid Agreement / Protocol	Registered		1371384
FLOCON	Ireland	Registered	163606	163606
FLOCON	Israel	Registered		47112
FLOCON	Italy	Registered		1595393
FLOCON	Korea, Republic of	Registered		1371384
FLOCON	Kuwait	Registered	32498	32121
FLOCON	Mexico	Registered		330073
FLOCON	Morocco	Registered		54090
FLOCON	Oman	Registered		9611
FLOCON	Pakistan	Pending	481988	
FLOCON	Philippines	Registered		1371384
FLOCON	Russian Federation	Registered		137597
FLOCON	Saudi Arabia	Registered	1436018376	1436018376
FLOCON	Singapore	Registered		1371384
FLOCON	South Africa	Registered	2008/15341	2008/15341
FLOCON	Spain	Registered	2986378	2986378

Trade Mark	Country	Status	Application Number	Registration Number
FLOCON	Taiwan	Registered	083036303	671774
FLOCON	Thailand	Registered	869776	TM 382120
FLOCON	Turkey	Registered	2014/31550	2014 31550
FLOCON	Turkey	Registered		1371384
FLOCON	United Arab Emirates	Registered	14383	15718
FLOCON	United Kingdom	Registered	1565976	1565976
FLOCON	United States of America	Registered	73/176,724	1,127,362
FLOCON	Venezuela	Registered	2008-003114	p-289936
FLOCON	Yemen, Republic of	Registered	7354	5753
FLOCON and in Katakana	Japan	Registered	H03-065883	2714849
FLOCON with Arabic	Qatar	Registered	11683	11683
FLODOSE	European Union (Community)	Registered	005773072	005773072
FLODOSE	Israel	Registered		91905
FLODOSE	Japan	Registered	H06-037425	3274212
FLODOSE	Kuwait	Registered	38437	33831
FLODOSE	United Arab Emirates	Registered	14363	15714
GEOGARD	Canada	Pending	1,876,036	
GEOGARD	Indonesia	Published	DIID2017055135	
GEOGARD	Mexico	Registered	208475	474660
GEOGARD	United Kingdom	Registered	3237935	3237935
GEOGARD	Costa Rica	Registered	2017-10578	275919
SPER SAL	Australia	Registered	578976	578976
SPER SAL	Brazil	Registered	817700510	817700510
SPER SAL	Chile	Registered		568690
SPER SAL	China (People's Republic)	Registered	8577174	8577174
SPER SAL	China (People's Republic)	Registered	8577175	8577175
SPER SAL	Greece	Registered	116180	116180
SPER SAL	India	Registered		604970
SPER SAL	Israel	Registered		88353
SPER SAL	Mexico	Registered		353449
SPER SAL	Portugal	Registered	297341	297341

Trade Mark	Country	Status	Application Number	Registration Number
SPER SAL	Saudi Arabia	Registered		323/89
SPER SAL	South Africa	Registered		93/08590
SPER SAL	Spain	Registered	3679491	3679491
SPER SAL	United States of America	Registered	73/630,909	1,447,019
SPER SAL	Venezuela	Registered	3396-94	P-183659
SPER SAL in Chinese Characters	China (People's Republic)	Registered		1002078
STIMSQUEEZE	United States of America	Published	88/208,255	
TOWERPRO	Australia	Registered	1215536	1215536
TOWERPRO	China (People's Republic)	Registered	6437245	6437245
TOWERPRO	European Union (Community)	Registered		006512156
TOWERPRO	Japan	Registered	006512156	006512156
TOWERPRO	Thailand	Registered	2007-123987	5138495
TOWERPRO		Registered	682103	KOR287753
TOWERPRO	United States of America	Registered	77/350,273	3,491,846

SIGNATURES

Executed and delivered as a deed by)
Maurizio Turci)
for and on behalf of)
BWA WATER ADDITIVES UK LIMITED)


.....
Director

Witness Signature)


.....

Witness Name)

SILVIA GALLI
.....

Witness Address)

VA. MAGAZZINI DEL COONE 17
16128 GENOVA

Executed and delivered as a deed by)
foort De Jong)
for and on behalf of)
ITALMATCH CHEMICALS GB LIMITED)

.....
Director

Witness Signature)

.....

Witness Name)

.....

Witness Address)

.....

SIGNATURES

Executed and delivered as a deed by)
Maurizio Turci)
for and on behalf of)
BWA WATER ADDITIVES UK LIMITED)

.....
Director

Witness Signature)

.....

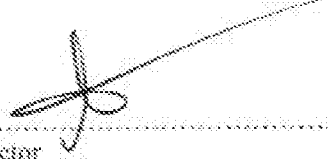
Witness Name)

.....

Witness Address)

.....

Executed and delivered as a deed by)
Foort De Jong)
for and on behalf of)
ITALMATCH CHEMICALS GB LIMITED)


.....
Director

Witness Signature)

.....

Witness Name)

Foort De Jong

Witness Address)

*POWERSHOP 10
1501 HUFSTADT
BELGIUM*

[Signature page to the BWA Trademark Assignment Agreement]