

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM557589

<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>
HUNTSMAN PETROCHEMICAL LLC		01/03/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INDORAMA VENTURES OXIDES LLC		
<b>Street Address:</b>	24 Waterway Avenue, Suite 1100		
<b>City:</b>	The Woodlands		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77380		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4611219	AGROVANCE	
<b>Serial Number:</b>	87268864	ALGATERIC	
<b>Registration Number:</b>	2375441	POGOL	
<b>Registration Number:</b>	5270590	POLYSIL	
<b>Registration Number:</b>	0638883	SURFONIC	
<b>Registration Number:</b>	3107980	TERMIX	
<b>Registration Number:</b>	2772604	TERMUL	
<b>Registration Number:</b>	2768715	TERSPERSE	
<b>Registration Number:</b>	2513369	TERWET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>Phone:</b>	9735972500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Matthew P. Hintz, Esq.		
<b>Address Line 1:</b>	Lowenstein Sandler LLP		
<b>Address Line 2:</b>	One Lowenstein Drive		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		

CH \$240.00 4611219

<b>ATTORNEY DOCKET NUMBER:</b>	23903.62
<b>NAME OF SUBMITTER:</b>	Matthew P. Hintz, Esq.
<b>SIGNATURE:</b>	/Matthew P. Hintz, Esq./
<b>DATE SIGNED:</b>	01/15/2020

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this “*Assignment*”) is made and entered into as of January 3, 2020 (the “*Effective Date*”), by Huntsman Petrochemical LLC, a Delaware limited liability company with an address at 10003 Woodloch Forest Drive, The Woodlands, Texas 77380 (“*Assignor*”) in favor of Indorama Ventures Oxides LLC, a Delaware limited liability company with an address at 24 Waterway Avenue, Suite 1100, The Woodlands, Texas 77380 (“*Assignee*”).

**WHEREAS**, Assignor and Assignee are among the parties to that certain Equity and Asset Purchase Agreement, dated as of August 7, 2019 (as amended, supplemented or modified, the “*Purchase Agreement*”); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has sold, conveyed, assigned, and transferred to Assignee, and Assignee has acquired from Assignor, all right, title and interest in, to and under the trademarks set forth on Schedule A, together with the goodwill associated therewith (collectively, the “*Trademarks*”), and the parties wish to record such acquisition in the applicable governmental authorities in any applicable jurisdiction;

**NOW, THEREFORE**, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee, and Assignee accepts, any and all of Assignor’s right, title and interest in, to and under the Trademarks (including, without limitation, the goodwill associated therewith) in the United States and throughout the world (provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule A, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing), the same to be held and enjoyed by Assignee as fully and completely as by Assignor had this Assignment not been made, including, without limitation, (a) all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, and (b) all rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation, or other violation relating to any of the foregoing, together with any priority right that may arise from any of the foregoing.

2. Recording. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with any applicable governmental

authorities, and the parties hereby authorize any such governmental authorities to record this Assignment.

3. Further Assurances. From time to time following the date hereof, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery or other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. Successors. This Assignment and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

5. Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal law of the State of Delaware shall control the interpretation and construction of this Assignment, even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

*[Remainder of Page Intentionally Left Blank; Signature Follows]*

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

ASSIGNOR:

Huntsman Petrochemical LLC

ASSIGNEE:

Indorama Ventures Oxides LLC

By: [Signature]

Name: David Stryker

Title: Executive Vice President  
General Counsel and Secretary

By: \_\_\_\_\_

Name: Satyanarayan Mohta

Title: Director

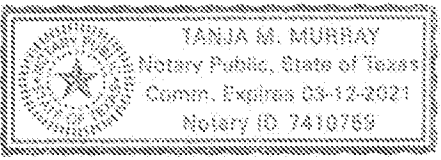
STATE OF Texas )  
 )SS.  
COUNTY OF Montgomery )

On the 2nd day of January, 2020 before me personally appeared David Stryker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same, and acknowledged the instrument to be for the uses and purposes mentioned in the instrument.

[Signature]  
Notary Public

Tanja M. Murray  
Typed, printed or stamped name of Notary Public

My Commission Expires: 03/12/2021



[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

Huntsman Petrochemical LLC

Indorama Ventures Oxides LLC

By: \_\_\_\_\_

By: [Signature]

Name: \_\_\_\_\_

Name: Satyanarayan Mohta

Title: \_\_\_\_\_

Title: Director

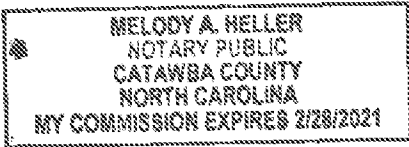
STATE OF North Carolina )  
 )SS.  
COUNTY OF Rocky Mount )

On the 31<sup>st</sup> day of December, 2019, before me personally appeared Satyanarayan Mohta, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same, and acknowledged the instrument to be for the uses and purposes mentioned in the instrument.

[Signature]  
\_\_\_\_\_  
Notary Public

Melody A. Heller  
\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:



[Signature page to Trademark Assignment]

**Schedule A**

<b>Trademark</b>	<b>Country</b>	<b>Application Number</b>	<b>Registration Number</b>	<b>Class</b>
AGROVANCE	European Union	12764361	12764361	1
AGROVANCE	United States	86/083907	4611219	1
ALGATERIC	Brazil	912035242	912035242	1
ALGATERIC	Canada	1811884		1
ALGATERIC	China P.R.	22197121	22197121	1
ALGATERIC	European Union	16114902	16114902	1
ALGATERIC	Taiwan	105075632	01846278	1
ALGATERIC	United States	87268864		1
HARTAFLOT	Canada	679653	398565	1
HARTOMER	Canada	650585	377751	1
HARTOSOFT	Canada	650583	377749	1
NONASOL	Canada	650588	395817	1
POGOL	Canada	423993	239917	1
POGOL	United States	75822640	2375441	1
POLYFROTH	Canada	1819944	TMA1020036	1
POLYMAX	Australia	1292422	1292422	1
POLYMAX	Brazil	830006761	830006761	1
POLYMAX	Canada	1605028	TMA941020	1
POLYMAX	Peru	371928	00149397	1
POLYMAX	South Africa	2008/25682	2008/25682	1
POLYPRO	Australia	1566089	1566089	1
POLYPRO	Brazil	840587309	840587309	1
POLYSIL	Canada	1819939	TMA1016263	1
POLYSIL	Namibia	2014/0450		1
POLYSIL	South Africa	2014/11145		1
POLYSIL	United States	87312168	5270590	1
POLYSIL	Zambia	464/2014	464/2014	1
SURFOL	Brazil	822049589	822049589	1
SURFONIC	Australia	347028	A347028	1
SURFONIC	Canada	338097	183637	1
SURFONIC	European Union	17937740	17937740	1, 3
SURFONIC	France	95586345	95586345	1, 3
SURFONIC	Germany	807620	796335	1
SURFONIC	Great Britain	3350505	3350505	1, 3
SURFONIC	India	3973896	3973896	1
SURFONIC	Italy	C7/2303	906756	1
SURFONIC	Japan	313506/92	3191864	1
SURFONIC	Mexico	126133	409156	1
SURFONIC	New Zealand	132821	132821	1
SURFONIC	Thailand	421483	Kor117151	1
SURFONIC	United States	72001878	638883	1

Trademark	Country	Application Number	Registration Number	Class
TERMIX	Australia	1020521	1020521	1
TERMIX	Brazil	826807798	826807798	1
TERMIX	Canada	1496180	1496180	1
TERMIX	China P.R.	8272029	8272029	1
TERMIX	European Union	004039814	004039814	1
TERMIX	Guatemala	2004-7176	138270	1
TERMIX	Mexico	678427	861638	1
TERMIX	New Zealand	718559	718559	1
TERMIX	United States	78/480890	3107980	1
TERMUL	China P.R.	8272028	8272028	1
TERMUL	India	1963819	1963819	1
TERMUL	United States	78/086508	2772604	1
TERSPERSE	China P.R.	8272027	8272027	1
TERSPERSE	European Union	2495216	2495216	1
TERSPERSE	India	1963821	1963821	1
TERSPERSE	United States	76/310848	2768715	1
TERWET	China P.R.	8272026	8272026	1
TERWET	India	1963823	1963823	1
TERWET	United States	75/888924	2513369	1
UNIBIND	Canada	798984	480928	1
UNIDRI	Canada	572273	332813	1
UNIFLOT	Canada	544166	313897	1
UNIFROTH	Canada	572272	332812	1
UNIMAX	Canada	688063	424539	1