

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566032

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Assignment and Assumption Agreement
RESUBMIT DOCUMENT ID:	900532941

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BASF Catalysts LLC		03/26/2010	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BASF LEC Catalysts LLC
Street Address:	100 Park Avenue
City:	Florham Park
State/Country:	NEW JERSEY
Postal Code:	07932
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	1963291	ANSILEX
Registration Number:	1138542	ANSILEX 93
Registration Number:	2265542	ASEPTROL
Registration Number:	0615521	ASP
Registration Number:	3253800	ATTAFLOW
Registration Number:	1940149	ATTASORB
Registration Number:	0889578	BI-LITE
Registration Number:	0796583	BUCA
Registration Number:	1592571	CELLINI
Registration Number:	2194243	CHARCAT
Registration Number:	0935216	CHROMA-LITE
Registration Number:	0927087	CLOISONNE
Registration Number:	1578475	COSMICA
Registration Number:	0427851	DEOXO
Registration Number:	2567857	DESERT REFLECTIONS
Registration Number:	1009418	DUOCROME
Registration Number:	0800328	ENCLAD
Registration Number:	1509706	ENGELHARD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2921253	EQUISTAT
Registration Number:	3165584	EZ FLOW
Registration Number:	3052865	FIBRO
Registration Number:	3119009	FLEX-TEC
Registration Number:	0531217	FLORCO
Registration Number:	1334989	GEMTONE
Registration Number:	3073971	MARIPONICS
Registration Number:	2414517	MATTEX
Registration Number:	1865785	MEARLMICA
Registration Number:	1961096	METAMAX
Registration Number:	3757852	NAPHTHACLEAN
Registration Number:	2506868	NAPHTHAMAX
Registration Number:	1499117	NYSOFACT
Registration Number:	1498190	NYSOSEL
Registration Number:	3120735	PHYTOKINE
Registration Number:	0698557	PLATINEL
Registration Number:	2262688	PREMAIR
Registration Number:	1134926	PROCAT
Registration Number:	1422403	SELEXSORB
Registration Number:	2417001	SOLAREASE
Registration Number:	0636060	SOL-SPEEDI-DRI
Registration Number:	3048179	SORBEAD
Registration Number:	0815262	SP 33
Registration Number:	2732301	TEMPERASURE
Registration Number:	0796585	TRANSLINK
Registration Number:	2740304	UNITANICAL
Registration Number:	0796586	WHITETEX

CORRESPONDENCE DATA

Fax Number: 2129537201

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.

Phone: 212.415.9200

Email: ny.trademark@dorsey.com

Correspondent Name: Sarah M. Robertson

Address Line 1: Dorsey & Whitney LLP

Address Line 2: 51 West 52nd Street

Address Line 4: New York, NEW YORK 10019-6119

ATTORNEY DOCKET NUMBER: 475405-00444

NAME OF SUBMITTER:	Sarah M. Robertson
SIGNATURE:	/smr/
DATE SIGNED:	03/09/2020
Total Attachments: 13 source=Resubmission BASF Catalysts to BASF Catalysts LLC#page1.tif source=Resubmission BASF Catalysts to BASF Catalysts LLC#page2.tif source=Resubmission BASF Catalysts to BASF Catalysts LLC#page3.tif source=Resubmission BASF Catalysts to BASF Catalysts LLC#page4.tif source=Resubmission BASF Catalysts to BASF Catalysts LLC#page5.tif source=Resubmission BASF Catalysts to BASF Catalysts LLC#page6.tif source=Resubmission BASF Catalysts to BASF Catalysts LLC#page7.tif source=Resubmission BASF Catalysts to BASF Catalysts LLC#page8.tif source=Resubmission BASF Catalysts to BASF Catalysts LLC#page9.tif source=Resubmission BASF Catalysts to BASF Catalysts LLC#page10.tif source=Resubmission BASF Catalysts to BASF Catalysts LLC#page11.tif source=Resubmission BASF Catalysts to BASF Catalysts LLC#page12.tif source=Resubmission BASF Catalysts to BASF Catalysts LLC#page13.tif	

EXECUTION VERSION

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of this 26th day of March, 2010 by BASF Catalysts LLC, a Delaware limited liability company (the "Assignor") and BASF LEC Catalysts LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms not defined herein shall have the meanings assigned to such terms in Exhibit A attached hereto.

WHEREAS, the Assignor is the sole member of the Assignee; and

WHEREAS, the Assignor desires to transfer the Business to the Assignee as a capital contribution in kind; and

WHEREAS, the Assignor and the Assignee desire to enter into this Agreement to provide for the transfer of the Business and the Assigned Assets and to make the assignments and assumptions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Transfer of the Business and Assigned Assets. Assignor hereby assigns, transfers, conveys, grants and delivers to Assignee, its successors and assigns forever, effective as of 12:01 am on April 1, 2010 (the "Effective Date"), the Business, as well as all of Assignor's right, title and interest and good and valid title in and to the Assigned Assets. Title in and to the Retained Assets shall remain with the Assignor.
2. Assumption of Liabilities. The Assignee shall assume and agree to pay, perform and discharge as and when due, each and all of the liabilities and obligations of the Assignor in existence as of the Effective Date, including (i) the performance of all existing liabilities and obligations under the Assigned Contracts; and (ii) trade and other current payables (the "Assumed Liabilities"), except for Retained Liabilities.
3. Employees. All employees currently employed by Assignor in the conduct of the Business (the "Employees") shall remain employees of the Assignor until the Assignee implements a new payroll system, currently targeted for January 1, 2011 (the "Target Date"). The Employees shall transfer to the Assignee, or an affiliate of the Assignee (the "Affiliate"), on the Target Date. Until the Employees are transferred to the Assignee or the Affiliate on the Target Date, the Assignor shall make the services of the Employees available exclusively to the Assignee or the Affiliate pursuant to the terms and conditions of an Employee Services Agreement between the Assignor and the Assignee or the Affiliate of even date herewith.
4. Further Actions.
 - a. If subsequent to the date hereof, any property that is a part of the Business or the Assigned Assets comes into the possession of the Assignor, the Assignor shall promptly deliver the same to the Assignee, at the Assignor's expense,

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and if such property is in the form of checks, drafts or other negotiable instruments, the Assignor shall promptly endorse the same to the Assignee.

- b. The Assignor covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Business and the Assigned Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of the Assignee's title to the Assigned Assets and, at the request of the Assignee, to execute and deliver (or cause to be executed and delivered) further instruments of transfer and assignment and take such other action as Assignee may reasonably request to more effectively transfer and assign to and vest in the Assignee each of the Assigned Assets, all at the sole cost and expense of the Assignor. Notwithstanding the foregoing, the Assignor will use its reasonable best efforts to obtain consents of all governmental authorities and third parties necessary to the consummation of the transactions contemplated by this Agreement. . It is expressly agreed that, with respect to any contracts or other assets for which consent to transfer is required, such assets are not being, and will not be, assigned to Assignee until such consent is received.
- c. In the event that at any time after the Effective Date any further action is necessary to carry out the purposes of the Assignment, the Assignor or the Assignee, as the case may be, shall take all such action without any further consideration therefor.

5. Binding Effect; Assignment. This Agreement and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the State of Delaware without reference to that State's conflicts of laws principles.

7. Counterparts. This Agreement may be executed in two or more counterparts (including by means of electronically transmitted signature pages), each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the day and year first above written.

BASF CATALYSTS LLC

BASF LEC CATALYSTS LLC

By: 
Name: Philip R. Kaplan
Title: Vice President & Treasurer

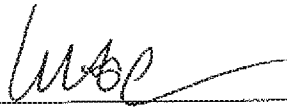
By: 
Name: Keith H. Ansbacher
Title: Manager

EXHIBIT A

1. **Definition of the Business.** The "Business" as used herein shall mean all of the businesses conducted by the Assignor, including but not limited to: (i) Mobile Emissions Catalysts; (ii) Process Catalysts & Technologies; (iii) Precious & Base Metal Services; and (iv) Catalysis Research businesses, all as conducted by the Assignor prior to the assignment.

2. **Assigned Assets.** The "Assigned Assets" as used herein shall mean all of the assets and properties of the Assignor of every kind and character, tangible or intangible, real, personal or mixed, except for the Retained Assets (as defined below). In furtherance of the foregoing, the Assigned Assets shall include, without limitation, assets listed below in subparagraphs (a) -- (l). It is the intent that all rights to any of the Assigned Assets owned by the Assignor be transferred to the Assignee to the extent possible

(a) All of the real property and interests in real property, including any right to extract or otherwise acquire minerals or other natural resources of any kind, owned by the Assignor (whether leased or owned) (collectively, the "Real Property"), and all easements and uses which benefit the Real Property. The Real Property shall include, without limitation, all right, title and interest under the leases, subleases, licenses and other agreements under which the Assignor uses or occupies or has the right to use or occupy the Real Property, now or in the future, any right to the possession, use, occupancy or enjoyment of the Real Property or any portion thereof; the land and the plants, buildings, structures, fixtures and improvements and construction in progress presently thereon or additions thereto;

(b) All shares or other ownership interests owned by the Assignor, other than the Excluded Interests;

(c) All cash, bank accounts, accounts receivable and notes receivable (trade or otherwise) of the Business and outstanding at the Effective Date;

(d) All metal held on account for Assignor by third party, whether in an allocated or unallocated metal account;

(e) All prepayments, performance and other bonds, security and other deposits, advances, advance payments, prepaid credits and deferred charges ;

(f) All inventories of the Assignor including, without limitation, all raw materials, supplies, work in progress, labeling and packaging, finished goods and products ordered and held for shipment, on consignment or in transit and other finished goods and products;

(g) All machinery, equipment, computers, computer software, furniture and fixtures, office equipment, vehicles, returnable containers, tools, parts and construction in progress of the Assignor (collectively, the "Fixed Assets");

(h) All trade secrets, proprietary information, inventions, methods, designs, processes, manufacturing methods, patents, patent applications, trademarks, trade names, procedures and formulas owned or licensed by the Assignor, and any and all improvements thereon, refinements thereof or know-how relating thereto, in each case whether or not patent or able to be patented or registered or able to be registered with any governmental authorities (the "Intellectual Property");

(i) All rights of the Assignor under or pursuant to all warranties, representations and guarantees made by third party suppliers in connection with products or services furnished to the Assignor or affecting the Real Property or the Fixed Assets;

(j) All right, title and interest in, to or under all contracts, agreements, leases, licenses, commitments and understandings of the Assignor, except for the Excluded Contracts (the "Assigned Contracts");

(k) All licenses and permits of the Assignor, including but not limited to environmental or other permits required in connection with the operation of the Business, the Fixed Assets or the Real Property, to the extent transferable; and

(l) All of the Assignor's records, files and papers, including but not limited to drawings, engineering information, computer programs, manuals and data, catalogues, quotations, sales and advertising materials, sales and purchase correspondence, trade association memberships, research and development records, lists of present and former customers and suppliers, customer credit information, books of account, and financial records which relate to the Business.

3. Retained Assets.

(a) The Real Property listed on Schedule 3(a) (the "Excluded Real Property");

(b) The shares or other ownership interests in the entities listed on Schedule 3(b) (the "Excluded Interests")

(c) the corporate seal, minute book and other corporate records of Assignor;

(d) any employee data that relates to Employees;

(e) assets of Employee Benefit Plans owned or held by Assignor;

(f) all claims, rights, benefits and interests to the extent arising under or resulting from any Retained Liability or any asset described in the other subparagraphs of this definition, including without limitation, all rights and claims, whether mature, contingent or otherwise, against third parties, whether in tort, contract or otherwise, causes of action, unliquidated rights and claims under or pursuant to all warranties, representations and guarantees made by manufacturers, suppliers or vendors, claims for refunds, rights of off-set and credits of all kinds and all other general intangibles;

- (g) the contracts identified on Schedule 3(g) ("Excluded Contracts");
- (h) all authorizations, consents, approvals, licenses, orders, permits, exemptions of, filings or registrations with, any Governmental Authority which are non-assignable or non-transferable;
- (i) contracts of insurance (including any return of charges or premiums under any rating plan and any payment on any claim) and all rights thereunder and
- (j) other assets identified on Schedule 3(j).

4. Retained Liabilities

- (a) all liabilities arising out of any lawsuit, action, proceeding, inquiry, claim, order or investigation related to the Assignor arising out of events, transactions, facts, acts or omissions which occurred prior to or on the Effective Date, including, without limitation, personal injury or property damage, product liability or strict liability;
- (b) all liabilities, obligations and commitments relating to products manufactured or sold by Assignor on or prior to the Effective Date, including warranty obligations; and
- (c) all liabilities related to the Retained Assets.

Schedule 3(a)

Excluded Real Property

1. all Real Property owned by the Assignor and located in the State of Georgia, including but not limited to:

- (a) 141 Engelhard Road
Attapulgus, GA 39815
- (b) 1277 Dedrick Road
McIntyre, GA 31054
- (c) Highway 18 Spur
Gordon, GA 31031
- (d) 1800 E. President Street
Savannah, GA 31404
- (e) All rights to extract or otherwise acquire minerals or other natural resources of any kind that are owned by the Assignor

2. all Real Property owned by the Assignor and located in the State of Massachusetts, including but not limited to the following properties of the Assignor:

30 Taunton Street
Plainville, MA 02762

**Schedule 3(b)
Excluded Interests**

BASF Engelhard Switzerland B.V.
BASF LEC Catalysts LLC
BASF Catalysts Delaware LLC
Engelhard Energy Corporation
Engelhard Power Marketing Inc
Mustang Property Corporation
Oliver Warehouse Inc.

Schedule 3(g)
Excluded Contracts

1. All confidentiality, secrecy, non-disclosure, or material sampling agreements to which the Assignor is a party;
2. All agreements relating to the Retained Assets;

**Schedule 3(j)
Other Retained Assets**

none

SCHEDULE OF MARKS

MARK	REG. NO.	REG. DATE
ANSILEX	1963291	1996-03-19
ANSILEX 93	1138542	1980-08-12
ASEPTROL	2265542	1999-07-27
ASP	615521	1955-11-08
ATTAFLOW	3253800	2007-06-19
ATTASORB	1940149	1995-12-05
BI-LITE	889578	1970-04-21
BUCA	796583	1965-09-28
CELLINI	1592571	1990-04-17
CHARCAT	2194243	1998-10-06
CHROMA-LITE	935216	1972-06-06
CLOISONNE	927087	1972-01-18
COSMICA	1578475	1990-01-23
DEOXO	427851	1947-02-25
DESERT REFLECTIONS	2567857	2002-05-07
DUOCROME	1009418	1975-04-29
ENCLAD	800328	1965-12-14
ENGELHARD (Stylized A)	1509706	1988-10-25
EQUISTAT	2921253	2005-01-25
EZ FLOW	3165584	2006-10-31
FIBRO	3052865	2006-01-31
FLEX-TEC	3119009	2006-05-02
FLORCO	531217	1950-09-26
GEMTONE	1334989	1985-05-14
MARIPONICS	3073971	2006-03-28
MATTEX	2414517	2000-12-19
MEARLMICA	1865785	1994-12-06
METAMAX	1961096	1996-03-05
NAPHTHACLEAN	3757852	2010-03-09
NAPHTHAMAX	2506868	2001-11-13
NYSOFACT	1499117	1988-08-09
NYSOSEL	1498190	1988-08-02
PHYTOKINE	3120735	2006-07-25
PLATINEL	698557	1960-05-31
PREMAIR	2262688	1999-07-20
PROCAT	1134926	1980-05-13
SELEXSORB	1422403	1986-12-30
SOLAREASE	2417001	2001-01-02
SOL-SPEEDI-DRI	636060	1956-10-16
SORBEAD	3048179	2006-01-24
SP 33	815262	1966-09-20
TEMPERASURE	2732301	2003-07-01
TRANSLINK	796585	1965-09-28

UNITANICAL	2740304	2003-07-22
WHITETEX	796586	1965-09-28