

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567972

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PQ Corporation		06/26/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Premier Magnesia, LLC		
Street Address:	1275 Drummers Lane Suite 102		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2281383	GO SOAK YOURSELF	
Registration Number:	2109859	MAGNAGROW	
CORRESPONDENCE DATA			
Fax Number:	2029555564		
<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:	202-419-2404		
Email:	stephen.jeffries@hklaw.com, ptdocketing@hklaw.com		
Correspondent Name:	Stephen J. Jeffries		
Address Line 1:	800 17th Street NW, Suite 1100		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Stephen J. Jeffries		
SIGNATURE:	/Stephen J. Jeffries/		
DATE SIGNED:	03/19/2020		
Total Attachments: 5			
source=GO SOAK YOURSELF Executed assignment#page1.tif			
source=GO SOAK YOURSELF Executed assignment#page2.tif			
source=GO SOAK YOURSELF Executed assignment#page3.tif			
source=GO SOAK YOURSELF Executed assignment#page4.tif			
source=GO SOAK YOURSELF Executed assignment#page5.tif			

OP \$65.00 2281383

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** ("Trademark Assignment"), dated as of June 28, 2019, is made by **PQ CORPORATION**, a Pennsylvania corporation ("**Seller**"), in favor of **PREMIER MAGNESIA, LLC**, a Delaware limited liability company ("**Buyer**"), the buyer of certain assets of Seller pursuant to that certain Asset Purchase and Sale Agreement between Buyer, Seller and Seller's affiliate National Silicates Partnership, an Ontario general partnership, dated as of the date hereof (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, the Trademarks (as defined below) set forth on **Schedule 1** hereto, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer 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 **Schedule 1** 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 the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) 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; and

(d) 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, 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall execute and deliver such additional documents and take such further actions as may be reasonably necessary to carry out the provisions hereof and to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns permitted by the Asset Purchase Agreement.

6. Governing Law, Jurisdiction. Except for matters governed by the trademark law of the United States of America, this Trademark Assignment shall be governed and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, notwithstanding any choice of law or conflict of law provision or rule of Pennsylvania or any other jurisdiction that would cause the application of laws of any jurisdiction other than Pennsylvania. Any legal suit, action or proceeding arising out of or based on this Trademark Assignment shall be commenced and adjudicated in the state or federal courts situate in the City of Philadelphia, Commonwealth of Pennsylvania, and the parties hereto irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

[SIGNATURE PAGE FOLLOWS]

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

PQ CORPORATION

By: [Signature]
Name: Paul J. Ferrall, Jr.
Title: Senior Vice President - Business Development

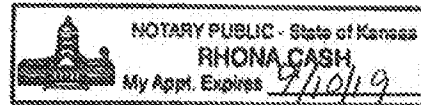
State of Kansas)
County of Johnson)

SS:

On this, the 26 day of June, 2019, before me a notary public, the undersigned officer, personally appeared Paul J. Ferrall, Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.


[Signature]
Notary Public



[Signature Page to Trademark Assignment Agreement]

AGREED TO AND ACCEPTED:

PREMIER MAGNESIA, LLC

By: 
Name: Stephen A. Becker
Title: Vice President, General
Counsel & Secretary

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006895 FRAME: 0983

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS

<u>Mark</u>	<u>Owner</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
MAGNAGROW	PQ Corporation	75083514	2109859	October 28, 1997
GO SOAK YOURSELF	PQ Corporation	75525775	2281383	September 28, 1999

DM3\5892419.3