

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clariant International AG		12/20/2013	Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	WeylChem Switzerland AG		
Street Address:	Rorhausstrasse 61		
City:	Muttenz		
State/Country:	SWITZERLAND		
Postal Code:	4132		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75676888	PERACTIVE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(703) 250-5687		
Email:	Mike@Ferrellaw.com		
Correspondent Name:	Michael W. Ferrell		
Address Line 1:	P. O. Box 312		
Address Line 4:	Clifton, VIRGINIA 20124-1706		
NAME OF SUBMITTER:	Michael W. Ferrell		
SIGNATURE:	/Michael W. Ferrell/		
DATE SIGNED:	05/27/2020		
Total Attachments: 5			
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CH \$40.00 75676888

Intellectual Property Assignment Agreement

by and between

**Clariant International AG,
Rothausstrasse 61, 4132 Muttenz, Switzerland**

(hereinafter the Assignor)

and

**WeylChem Switzerland AG,
c/o Clariant International AG,
Rothausstrasse 61, 4132 Muttenz, Switzerland**

(hereinafter the Assignee)

(Assignor and Assignee each a Party, and together the Parties)

Execution Copy

Whereas

- (A) The Assignor owns certain patents, trademarks, associated goodwill, domain names and know how relating to the detergents and intermediates business comprising the production and supply of performance chemicals and organic fine chemical intermediates to, amongst others, the household/personal care, agrochemical, pharma and food additives markets of Clariant Group (the **Dill Business**).
- (B) The Assignor desires to assign all of the Assignor' rights, title and interest in and to the Transferred Dill Patents, the Transferred Dill Trademarks, the Transferred Dill Domain Names and the Transferred Dill Know How (all as defined below), if any, and the Assignee desires to assume and accept the assignment of all such rights.
- (C) This Agreement forms part of a single comprehensive transfer of an entire business unit as a going concern comprising, in addition to this Agreement, two License Agreements (as defined below) and an Asset Contribution and Transfer Agreement, all entered into at the date herof.

NOW THEREFORE, the Parties agree as follows:

1. Definitions

The terms used in this Agreement with their initial letters capitalized shall have the meanings set forth in Annex 1.

2. Assignment

Assignor hereby assigns, conveys and transfers to Assignee, and the Assignee hereby accepts the assignment, conveyance and transfer of all of the Assignor's respective right, title and interest in and to the following (the **Transferred Intellectual Property Rights**):

- (a) the Transferred Dill Patents according to Annex 2.1;
- (b) the Transferred Dill Trademarks according to Annex 2.2;
- (c) the Transferred Dill Domain Names according to Annex 2.3; and
- (d) any Transferred Dill Know How, which are owned by the Assignor, it being understood that any Transferred Dill Know How not exclusively used by the Dill Business but at the same time for other businesses of the Assignor will be held in co-ownership with Assignee (the **Co-Owned Know How**).

including the entire right, title, and interest in and to the listed patent applications, and all divisions, and continuations thereof, and all patents which may be granted thereon,

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and all reissues thereof, and the right to sue for, and receive all damages from, past, present and future infringements of the Transferred Intellectual Property Rights.

3. Recording of Assignment

Assignee may record the transfer of the Transferred Intellectual Property Rights that were transferred to Assignee hereunder with the competent governmental authority or internet domain registrar. Assignor hereby agrees to the registration of Assignee as new owner of any Transferred Intellectual Property Right that is registered with any governmental authority or internet domain registrar.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, such further documents and take such further action that may be necessary or desirable to assist Assignee in perfecting and recording the assignment, conveyance and transfer of the Transferred Intellectual Property Rights to Assignee, including, without limitation, any assignment documents required to be filed under the laws of any relevant jurisdiction to perfect and record the assignment, conveyance and transfer of the Transferred Intellectual Property Rights to Assignee hereunder with any relevant governmental authority or internet domain registrar. The expenses of preparing and filing such documents and any action required ancillary thereto shall be borne solely by the Assignee. Section 8 of this Agreement shall remain unaffected hereby.

4. Co-owned Patents

Assignor has obtained the consent of the third party required for the transfer of the patents listed in Annex 4.

5. Confidentiality of Co-Owned Know How

Each Party hereto will hold, and will use its reasonable best efforts to cause its affiliates, and their respective representatives and advisers to hold at all times, in strict confidence from any person (other than its affiliates or their representatives or advisers), (i) unless compelled to disclose by judicial or administrative process or by other requirements of law or regulations derived therefrom, (ii) unless disclosed in an action or proceeding brought by a Party hereto in pursuit of its rights or in the exercise of its remedies hereunder, all documents and information concerning Co-Owned Know-How, except to the extent that such documents or information can be shown to have been:

(a) previously known by the Party receiving such documents or information;


(b) in the public domain (either prior to or after the furnishing of such documents or information hereunder) through no fault and by reason other than a breach of this confidentiality agreement of such receiving Party; or

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

The Assignor:

Muttenz, December 20, 2013

Clariant International AG

By: 
Function: **Michael Stanek**
Corporate Counsel

By: 
Function: **Kirsten Müller Kellenberger**
Corporate Counsel

The Assignee:

Frankfurt, December 17, 2013

WeylChem Switzerland AG


Manfred Trautmann


Vincent Bossert

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Intellectual Property Assignment

Annex 2.2 - Transferred Dill Trademarks

Trademark	Country	Filing number	Registration number	Filing type	Transferring Clariant party	Classes
PERACTIVE	SYRIAN ARAB REPUBLIC	369171	68457	National filing	Clariant International AG	1
PERACTIVE	TURKEY	710893	710893	Madrid protocol	Clariant International AG	1
PERACTIVE	UNITED KINGDOM	710893	710893	Madrid protocol	Clariant International AG	1
PERACTIVE	UNITED STATES OF AMERICA	75676888	2,377,127	National filing	Clariant International AG	1
PERACTIVE	VENEZUELA	369599		National filing	Clariant International AG	1

