

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578684

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/18/2018
RESUBMIT DOCUMENT ID:	900549713

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AZ ELECTRONIC MATERIALS (LUXEMBOURG) S.À R.L.		12/18/2018	SOCIÉTÉ À RESPONSABILITÉ LIMITÉE: LUXEMBOURG

RECEIVING PARTY DATA

Name:	RIDGEFIELD ACQUISITION S.À R.L.
Street Address:	46 place Guillaume II
City:	Luxembourg City
State/Country:	LUXEMBOURG
Postal Code:	L-1648
Entity Type:	SOCIÉTÉ À RESPONSABILITÉ LIMITÉE: LUXEMBOURG

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88216179	DURAZANE

CORRESPONDENCE DATA

Fax Number: 2122925391
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.
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DOMESTIC REPRESENTATIVE

Name: EPSTEIN DRANGEL LLP
Address Line 1: 60 EAST 42ND STREET
Address Line 4: NEW YORK, NEW YORK 10165

NAME OF SUBMITTER:	WILLIAM C. WRIGHT
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SIGNATURE:	/WILLIAM C. WRIGHT/
DATE SIGNED:	05/29/2020
Total Attachments: 5 source=Merger2018#page1.tif source=Merger2018#page2.tif source=Merger2018#page3.tif source=Merger2018#page4.tif source=Merger2018#page5.tif	

AZ Electronic Materials (Luxembourg) S.à r.l.
R.C.S. Luxembourg: B 102.425
Société à responsabilité limitée
Siège social : 46 place Guillaume II, L-1648 Luxembourg

ASSEMBLÉE GÉNÉRALE EXTRAORDINAIRE
DU 18 DECEMBRE 2018 NUMÉRO 2115/2018

In the year two thousand and eighteen, on the eighteenth day of December,
at 9:15 AM.,

Before Maître Marc Loesch, notary residing in Mondorf-les-Bains,
Grand- Duchy of Luxembourg,

THERE APPEARED:

Ridgefield Acquisition, a private limited liability company (*société à responsabilité limitée*) existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 46 place Guillaume II, L-1648 Luxembourg, registered with the Luxembourg trade and Companies Register (*Registre de Commerce et des Sociétés*) under number B 124.379,

duly represented by Mr Frank Stolz-Page, private employee, residing professionally at 13 avenue François Clément, L-5612 Mondorf-les-Bains, Grand-Duchy of Luxembourg or any employee of the notary's office of Maître Marc Loesch, by virtue of a power of attorney, given under private seal,

Said proxy, after having been signed by the proxyholder acting on behalf of the appearing party and the undersigned notary, shall remain attached to the

present deed to be filed with such deed with the registration authorities,

Such appearing party is the sole shareholder (the “**Sole Shareholder**”) of **AZ Electronic Materials (Luxembourg) S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 46 place Guillaume II, L-1648 Luxembourg, registered with the Luxembourg trade and Companies Register (*Registre de Commerce et des Sociétés*) under number B 102.425 (the “**Company**”), incorporated by a deed of Maître Joseph Elvinger, then notary residing in Luxembourg, dated 21 July 2004, published in the Luxembourg official gazette (*Mémorial C, Recueil des Sociétés et Associations*) number 1069 on 23 October 2004. The articles of association of the Company have been amended for the last time by a deed of Maître Jacques Kessler, notary residing in Pétange, Grand-Duchy of Luxembourg dated 12 December 2017, published in the Luxembourg electronic official gazette (*Recueil Electronique des Sociétés et Associations*) (the “**RESA**”) number RESA_2018.007 on 8 January 2018.

The appearing party, representing the entire corporate capital of the Company, declared having waived any notice requirements, the general meeting of the Sole Shareholder (the “**Meeting**”) is regularly constituted and may validly deliberate on the items of the following agenda:

AGENDA

1. Approval of the merger by absorption of the Company, as absorbed company, into the Sole Shareholder, as absorbing company;
2. Approval of the transfer of all assets and liabilities of the Company to the Sole Shareholder as a consequence of the merger of the Company into the Sole Shareholder;
3. Acknowledgement of the waiver of the interim accounts as provided for by article 1021-7 (1) of the Law (as defined below), in the context of the merger by absorption of the Company into the Sole Shareholder;
4. Acknowledgement of the availability of all required documents at the registered office of the Sole Shareholder at least one (1) month before the date hereof, according to article 1021-7 (1) of the Law;

5. Granting of all powers to any member of the Sole Shareholder's board of managers, acting individually, with full power of substitution, to execute any documents and perform any actions and formalities necessary, appropriate, required or desirable in connection with the merger including, but not limited to, (i) perform any formalities required to make the transfer of the assets and liabilities of the Company to the Sole Shareholder enforceable against third parties, and (ii) perform any other formalities (including for the avoidance of any doubts the filing and publication of documents with relevant Luxembourg authorities); and

6. Miscellaneous.

I. It is proposed that the Sole Shareholder, as absorbing company, absorbs the Company.

II. Therefore, the Meeting requests the undersigned notary to act that the Meeting, after having deliberated, has taken the following resolutions:

FIRST RESOLUTION

The Meeting hereby decides to approve the merger between the Company, as absorbed company, and the Sole Shareholder, as absorbing company (together referred to as the "**Merging Companies**"), according to the joint common draft terms of the merger signed by the management bodies of the Merging Companies on 6 November 2018 and published in the RESA on 6 November 2018 under number RESA_2018_248 (the "**Common Draft Terms of the Merger**").

The merger shall become effective between the Merging Companies on the date of the present deed (the "**Effective Date**") which is the date when concurring decisions have been taken before the undersigned notary by the extraordinary general meetings of the Merging Companies to approve the merger (the "**Notarial Meetings**").

The merger shall become effective towards third parties following the publication of the minutes of the Notarial Meetings in the RESA, according to article 1021-14 of the amended Luxembourg law of 10 August 1915 governing commercial companies (the "**Law**").

The Meeting hereby decides to approve that the merger shall be effective for accounting purposes as of the Effective Date, date as from which the rights and obligations of the Company will be regarded as having been transferred to the Sole Shareholder and will be considered to be performed for accounting purposes for the account of the Sole Shareholder.

SECOND RESOLUTION

Following the first resolution here above, the Meeting hereby approves that (i) the entire assets and liabilities of the Company will be transferred to the Sole Shareholder on the Effective Date and (ii) acknowledges that the Company will be automatically dissolved without liquidation as from the Effective Date. In accordance with article 170 (2) of the Luxembourg income tax law, the Merger will take place at book value from an accounting and tax perspective.

THIRD RESOLUTION

The Meeting further resolves to acknowledge the unanimous waiver by the shareholders of the Merging Companies of the preparation of the interim accounts, as provided for by article 1021-7 (1) of the Law.

Written waiver documents signed by the sole shareholder of the Merging Companies have been provided to the undersigned notary.

The Meeting notes that, in accordance with article 1023-1 of the Law, articles 1021-5 and 1021-6 of the Law are not applicable, and therefore, the detailed written report of the management bodies of Merging Companies explaining and setting out the legal and economic grounds on the merger, as well as the report of an independent expert on the Common Draft Terms of the Merger, are not required and have not been prepared.

FOURTH RESOLUTION

The Meeting acknowledges having been presented all the following required documents at the registered office of the Company, one (1) month before the date hereof, according to articles 1021-7 (1) of the Law:

- the Common Draft Terms of the Merger;
- the annual accounts of the Sole Shareholder for the last three (3) financial years (2015 , 2016 and 2017);

- the annual accounts of the Company for the last three (3) financial years (2015, 2016 and 2017).

FIFTH RESOLUTION

The Meeting resolves that any member of the board of managers of the Company, acting individually, with full power of substitution, can execute any documents and perform any actions and formalities necessary, useful, required or desirable in connection with the merger including, but not limited to, (i) perform any formalities required to make the transfer of the assets and liabilities of the Company to the Sole Shareholder enforceable against third parties, and (iii) perform any other formalities (including for the avoidance of any doubts the filing and publication of documents with relevant Luxembourg authorities).

DECLARATION OF THE NOTARY

The undersigned notary hereby certifies the existence and legality of the merger and of all acts, documents and formalities incumbent upon the Merging Companies pursuant to the Law.

EXPENSES

The expenses, costs, remunerations or charges in any form whatsoever which shall be borne by the Company as a result of the present deed are estimated at approximately three thousand five hundred euros (EUR 3,500.-)..

DECLARATION

The undersigned notary who understands and speaks English, states herewith that on request of the above appearing party, the present deed is worded in English followed by a French translation; on the request of the same appearing party and in case of divergence between the English and the French text, the English version will prevail.

WHEREOF,

The present notarial deed was drawn up in Mondorf-les-Bains, on the day named at the beginning of this document.

The document having been read to the party appearing, who is known to the notary by its name, registered office and number of registration, the said party signed together with the notary this original deed.