# CH \$240.00 112684

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM583569

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Dow Chemical Company		11/01/2018	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	DDP Specialty Electronic Materials US, Inc.	
Street Address:	974 Centre Road	
City:	Wilmington	
State/Country:	DELAWARE	
Postal Code:	19805	
Entity Type:	Corporation: DELAWARE	

# **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1126845	GREAT STUFF
Registration Number:	2386253	GREAT STUFF PRO
Registration Number:	2122534	TILE BOND
Registration Number:	1820616	ENERFOAM
Registration Number:	0899444	FROTH-PAK
Registration Number:	3841909	STYROFOAM SIS
Registration Number:	1048783	STYROFOAM
Registration Number:	0531823	STYROFOAM
Registration Number:	0539147	STYROFOAM

#### CORRESPONDENCE DATA

**Fax Number:** 2158648999

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:** 215.864.8109

**Email:** rzoncal@ballardspahr.com, tupjak@ballardspahr.com,

eckenrodet@ballardspahr.com, dupont.trademarks@dupont.com

Correspondent Name: Lynn E. Rzonca
Address Line 1: Ballard Spahr LLP

Address Line 2: 1735 Market Street, 51st Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

TRADEMARK REEL: 006982 FRAME: 0193

900556043

NAME OF SUBMITTER:	Lynn E. Rzonca		
SIGNATURE:	/Lynn E. Rzonca/		
DATE SIGNED:	06/29/2020		
Total Attachments: 7			
source=DDP Specialty Electronic Materials US - TM Assignment v.1#page1.tif			
source=DDP Specialty Electronic Materials US - TM Assignment v.1#page2.tif			
source=DDP Specialty Electronic Materials US - TM Assignment v.1#page3.tif			
source=DDP Specialty Electronic Materials US - TM Assignment v.1#page4.tif			

source=DDP Specialty Electronic Materials US - TM Assignment v.1#page5.tif source=DDP Specialty Electronic Materials US - TM Assignment v.1#page6.tif source=DDP Specialty Electronic Materials US - TM Assignment v.1#page7.tif

#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Assignment</u>"), dated as of November 1, 2018 (the "<u>Effective Date</u>"), is by and between The Dow Chemical Company, a Delaware corporation ("<u>Assignor</u>") and DDP Specialty Electronic Materials US, Inc., a Delaware corporation ("<u>Assignee</u>"), (each a "<u>Party</u>" and collectively, the "<u>Parties</u>").

WHEREAS, Assignor owns the trademark applications and registrations set forth on <u>Schedule A</u> hereto (the foregoing, including all trademarks issuing from any trademark application, collectively, the "<u>Assigned Trademarks</u>"); and

WHEREAS, the Parties hereto agree that the Assignor contribute, transfer, assign and convey to the Assignee all of its right, title and interest in and to the Assigned Trademarks and that the Assignee accept such contribution, transfer, assignment and conveyance of such Assigned Trademarks;

**NOW, THEREFORE**, in consideration of the foregoing and the covenants and agreements contained in this Assignment, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. <u>Conveyance</u>. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, including all goodwill, common law rights, rights of priority and renewals to the extent associated therewith and all rights and remedies against past, present and future infringement, dilution, misappropriation or other violation thereof, including the right to enforce the foregoing and to sue for and recover profits and damages for any and all infringements, dilutions, misappropriations or other violations thereof, whether past, present or future, to the full end of the term or terms for which said trademarks may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor without this assignment (the rights transferred under this Section 1 cumulatively, the "Assigned Rights").
- 2. Recordation; Further Assurances. Assignor and Assignee shall each take any and all additional actions as may be reasonably necessary to effect the transactions contemplated hereby, including Assignor's execution of individual assignment documentation prepared by Assignee at Assignee's expense for filing with the authorities of each individual country. In furtherance of the foregoing, Assignor agrees that with respect to the Assigned Trademarks it will enter into an assignment agreement suitable for filing with the authorities of each individual country (each a "Recordal Instrument"). The Parties agree that any Recordal Instrument shall give no greater rights or remedies in respect of the transaction completed in such Recordal Instrument than those provided for herein and Section 4 of this Assignment shall apply to any Recordal Instrument as if fully set forth therein. As between the Parties, the responsibility to file assignments with the national trademark offices of each country for the Assigned Trademarks

shall be on the Assignee and the Assignee shall bear the cost of filing such assignments (unless, as of the Effective Date, the trademark registration or application is not properly recorded in the name of the Assignor or an Affiliate of Assignor, in which case, at the request of Assignee, the Parties shall reasonably cooperate to make the necessary corrective filings and recordals of the documents that are available to them and shall split evenly any expenses in connection with the foregoing corrections and each Party shall provide any receipts and expense documentation to the other Party for the purposes of splitting such expenses).

- 3. <u>Prosecution and Maintenance</u>. For the avoidance of doubt but without limiting the obligations set forth in Section 2 hereof, as of and following the Effective Date, Assignor will have no responsibility to take any action to maintain any of the Assigned Trademarks or further prosecute or seek issuance of any trademark applications included in the Assigned Trademarks, including payment of fees, responses to any office action or other inquiries from agents of governmental entities or registrars, or otherwise.
- 4. <u>No Claims</u>. Except with respect to <u>Section 2</u> of this Assignment, neither Party nor any of their respective affiliates or representatives will have, or be subject to, any liability or indemnification obligation under this Assignment to the other Party, any of its affiliates or representatives or any other entity or person resulting from, or in connection with, this Assignment or the transactions contemplated hereby. Except with respect to Section 2, each of the Parties hereby agrees (a) not to bring any claim or Action (as defined herein) under this Assignment against the other Party, its affiliates or representatives and (b) to cause its respective affiliates and representatives to comply with this <u>Section 4</u>. "<u>Action</u>" shall mean any claims, actions, suits, inquiries, proceedings or investigations by or before any governmental authority or arbitral tribunal.
- 5. Disclaimer of Representations and Warranties. ASSIGNEE (ON BEHALF OF ITSELF AND ITS AFFILIATES) UNDERSTANDS AND AGREES THAT NO PARTY TO THIS ASSIGNMENT IS REPRESENTING OR WARRANTING IN ANY WAY IN THIS ASSIGNMENT, AND HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, AS TO THE ASSIGNED TRADEMARKS AND THE OTHER ASSIGNED RIGHTS, AS TO ANY CONSENTS OR APPROVALS (INCLUDING APPROVALS FROM ANY GOVERNMENTAL ENTITIES) REQUIRED IN CONNECTION HEREWITH OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF OR THE NON-INFRINGEMENT OR ABSENCE OF OTHER VIOLATION, DILUTION, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING THE ASSIGNED TRADEMARKS, AND ALL OF THE ASSIGNED TRADEMARKS AND OTHER ASSIGNED RIGHTS ARE BEING TRANSFERRED ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS.
- 6. <u>Successors and Assigns</u>. The provisions of this Assignment and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

- 7. <u>Counterparts</u>. This Assignment may be executed in more than one counterpart, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.
- 8. <u>Title and Headings</u>. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Assignment.
- 9. Governing Law. This Assignment and any dispute arising out of, in connection with or relating to this Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first written above.

ASSIGNOR:

THE DOW CHEMICAL COMPANY Name. THE STATE OF Michigan County of Moland Notary Public in and for The State of MCNIGON Printed or Typed Name of Notary My commission expires April 16, 2025 Angela R Brooks NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF MIDLAND MY COMMISSION EXPIRES APRIL 6, 2025

### Acknowledged and Accepted:

ASSIGNEE:

DDP SPECIALTY ELECTRONIC MATERIALS US, INC.

By: // // // // // Name: JESSICAM SINNOTT
Title: ANAGONZES REPRESENTE THE

County of New Castle

This instrument was executed before me on this & day of Non Parber 2019, by Jesi (and instit the Marien Rep. (title) of DDP Specialty Electronic Materials US, Inc., a Delaware corporation, on behalf of said company.

Refaela Concelle Caballere

Notarly Public in and for The State of Delaware

Refaela Concella Cicla Marie

Printed or Typed Name of Notary

RAFFAELA CONCETTA CIABATTONI NOTARY PUBLIC STATE OF DELAWARE MY COMMISSION EXPIRES MAY 10, 2020 My commission expires 5/10/2680

# SCHEDULE A TO TRADEMARK ASSIGNMENT

6

# Schedule A

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Class	Goods and Services Translation
GREAT STUFF	73182850	21-AUG-1978	1126845	20-NOV-1979	17	Goods and Services: INT. CL. 17 SEALING COMPOUNDS FOR[ CAULKING JAND INSULATING PURPOSES
GREAT STUFF PRO	75519857	13-JUL-1998	2386253	12-SEP-2000	17	Goods and Services: INT. CL. 17 POLYURETHANE SPRAY FOAM INSTALLATION KIT COMPRISING POLYURETHANE SPRAY FOAM IN AN AEROSOL DISPENSER, A POLYURETHANE SPRAY FOAM APPLICATOR, AND AN ILLUSTRATED INSTRUCTION MANUAL, SOLD AS A UNIT
TILE BOND	75106612	20-MAY-1996	2122534	16-DEC-1997	1	Goods and Services: INT. CL. 1 ADHESIVES FOR ROOF TILES SOLD TO ROOFERS, BUILDING CONTRACTORS, AND BUILDERS
ENERFOAM	74197582	23-AUG-1991	1820616	08-FEB-1994	17	Goods and Services: INT. CL. 17 SYNTHETIC PLASTIC FOAM INSULATION FOR BUILDINGS
FROTH-PAK	72329987	13-JUN-1969	0899444	29-SEP-1970	1	Goods and Services: U.S. CL. 1 AEROSOL DISPENSER CONTAINERS CONTAINING MATERIALS FOR PRODUCING URETHANE FOAM
STYROFOAM SIS	77209400	19-JUN-2007	3841909	31-AUG-2010	17	Goods and Services: INT. CL. 17 BUILDING INSULATION, NAMELY, SHEATHING
STYROFOAM	73075952	02-FEB-1976	1048783	28-SEP-1976	1	Goods and Services: INT. CL. 1 MULTICELLULAR EXPANDED SYNTHETIC RESINS [, ADHESIVE SUBSTANCES FOR INDUSTRIAL PURPOSES AND FOR USE IN CONSTRUCTION ]
STYROFOAM	71583642	18-AUG-1949	0531823	10-OCT-1950	17	Goods and Services: U.S. CL. 1 IRREGULAR SOLID MASSES OF MULTICELLULAR EXPANDED SYNTHETIC RESINOUS MATERIAL [ AND GRANULAR MASSES OF THE SAME MATERIAL COMMINUTED ]
STYROFOAM	71514334	16-DEC-1946	0539147	13-MAR-1951	19	Goods and Services: U.S. CL. 12 BLOCKS, BOARDS, AND OTHER SHAPES OF MULTICELLULAR EXPANDED SYNTHETIC RESINOUS MATERIAL FOR CONSTRUCTION PURPOSES

**RECORDED: 06/29/2020**