

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590678

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/01/2018
RESUBMIT DOCUMENT ID:	900453656
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allnex IP S.à.r.l.		01/31/2018	Société à responsabilité limitée (Limited liability company): LUXEMBOURG

RECEIVING PARTY DATA

Name:	Allnex Holding International B.V.
Street Address:	Synthesebaan 1
City:	4612 RB Bergen op Zoom
State/Country:	NETHERLANDS
Entity Type:	Besloten Vennootschap (B.V.): NETHERLANDS

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	0705401	AEROTEX
Registration Number:	0753515	AEROTEX
Registration Number:	0760885	AEROTEX
Registration Number:	1105378	CYCAT
Registration Number:	2820914	CYCAT
Registration Number:	0822212	CYMEL
Registration Number:	0640869	CYMEL
Registration Number:	0741478	CYMEL
Registration Number:	0794244	CYREZ
Registration Number:	1017235	CYREZ
Registration Number:	1038621	EBECRYL
Registration Number:	3741071	EBECRYL LEO
Registration Number:	0720849	MODAFLOW
Registration Number:	2004430	PC 1344
Registration Number:	2004431	PC 1644
Registration Number:	0651038	PC-1244

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2607042	PC-1844
Registration Number:	1453768	TMI
Registration Number:	1453767	TMXDI
Registration Number:	2063280	UVACURE
Registration Number:	1604220	VANCRYL

CORRESPONDENCE DATA

Fax Number: 2027218250
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: 202-721-8227
Email: cemon@wenderoth.com
Correspondent Name: Rebecca Gan
Address Line 1: 1025 Connecticut Avenue, NW, Suite 500
Address Line 2: WENDEROTH LLP
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: TM14-5057

DOMESTIC REPRESENTATIVE

Name: Rebecca Gan
Address Line 1: 1025 Connecticut Avenue, NW, Suite 500
Address Line 2: WENDEROTH LLP
Address Line 4: Washington, D.C. 20036

NAME OF SUBMITTER: Rebecca Gan

SIGNATURE: /rgan/

DATE SIGNED: 08/06/2020

Total Attachments: 45

- source=Online extract Allnex Holding International B.V. (ENG) 05.02.2018#page1.tif
- source=Online extract Allnex Holding International B.V. (ENG) 05.02.2018#page2.tif
- source=Business_contribution_agreement_TM_Wenderoth_C#page1.tif
- source=Business_contribution_agreement_TM_Wenderoth_C#page2.tif
- source=Business_contribution_agreement_TM_Wenderoth_C#page3.tif
- source=Business_contribution_agreement_TM_Wenderoth_C#page4.tif
- source=Business_contribution_agreement_TM_Wenderoth_C#page5.tif
- source=Business_contribution_agreement_TM_Wenderoth_C#page6.tif
- source=Business_contribution_agreement_TM_Wenderoth_C#page7.tif
- source=Business_contribution_agreement_TM_Wenderoth_C#page8.tif
- source=Business_contribution_agreement_TM_Wenderoth_C#page9.tif
- source=Business_contribution_agreement_TM_Wenderoth_C#page10.tif
- source=Business_contribution_agreement_TM_Wenderoth_C#page11.tif
- source=Business_contribution_agreement_TM_Wenderoth_C#page12.tif
- source=Business_contribution_agreement_TM_Wenderoth_C#page13.tif
- source=Business_contribution_agreement_TM_Wenderoth_C#page14.tif

source=Business_contribution_agreement_TM_Wenderoth_C#page15.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page16.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page17.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page18.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page19.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page20.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page21.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page22.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page23.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page24.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page25.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page26.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page27.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page28.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page29.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page30.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page31.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page32.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page33.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page34.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page35.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page36.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page37.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page38.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page39.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page40.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page41.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page42.tif
source=Business_contribution_agreement_TM_Wenderoth_C#page43.tif



The Netherlands Chamber of Commerce Business Register extract

CCI number 09089266

Page 1 (of 2)

Legal entity

RSIN 003158603
Legal form Besloten Vennootschap (comparable with Private Limited Liability Company)
Statutory name Allnex Holding International B.V.
Corporate seat Bergen op Zoom
Date of deed of incorporation 26-06-1968
Date of deed of last amendment to the Articles of Association 26-06-2017
Issued capital EUR 1.263.028,00
Paid-up capital EUR 1.263.028,00
Filing of the annual accounts The annual accounts for the financial year 2016 were filed on 03-08-2017. The deed of merger was executed on 31-01-2018.
Acquiring legal entity:
• Allnex Holding International B.V. (CCI No. 09089266)
Disappearing legal entity:
• Allnex IP S.à r.l. (Registered in: Registre de Commerce et des sociétés, Luxembourg, Luxembourg, under number B179.896)

Company

Trade name Allnex Holding International B.V.
Company start date 26-06-1968
Activities SBI-code: 46751 - Wholesale of basic and industrial chemicals
SBI-code: 6420 - Financial holdings
Employees 0

Establishment

Establishment number 000015810410
Trade name Allnex Holding International B.V.
Visiting address Synthesebaan 1, 4612RB Bergen op Zoom
Postal address Postbus 79, 4600AB Bergen op Zoom
Telephone number +31164276911
Fax number +31164276258
Date of incorporation 26-06-1968
This legal person has conducted the establishment since 17-12-1971
Activities SBI-code: 46751 - Wholesale of basic and industrial chemicals
SBI-code: 6420 - Financial holdings
For further information on activities, see Dutch extract.
Employees 0

Sole shareholder

Name Allnex Belgium SA/NV
Visiting address Anderlechtstraat 33, 1620 Drogenbos, Belgium

Waarmerk

This extract has been certified with a digital signature and is an official proof of registration in the Business Register. You can check the integrity of this document and validate the signature in Adobe at the top of your screen. The Chamber of Commerce recommends that this document be viewed in digital form so that its integrity is safeguarded and the signature remains verifiable.

TRADEMARK
REEL: 007011 FRAME: 0189

2018-02-05 15:42:15



The Netherlands Chamber of Commerce Business Register extract

CCI number 09089266

Page 2 (of 2)

Registered in

Kruispuntbank van Ondernemingen
Brussel, Belgium
under number 0864.542.984

Sole shareholder since

13-09-2016 (registration date: 23-09-2016)

Board members

Name

Taylor, Duncan Adrian

Date and place of birth

22-08-1962, Dhekelia, Cyprus

Date of entry into office

17-07-2017 (registration date: 19-07-2017)

Title

Director

Powers

Jointly authorised (with other board member(s), see articles)

Date of (present) authority

27-07-2017

Name

E Silva De Quintanilha Mantas, Miguel França

Date and place of birth

18-06-1961, Lissabon, Portugal

Date of entry into office

27-07-2017 (registration date: 04-08-2017)

Title

Director

Powers

Jointly authorised (with other board member(s), see articles)

Name

Manniën, Ruben

Date and place of birth

27-08-1972, Goirle

Date of entry into office

15-09-2017 (registration date: 13-10-2017)

Powers

Jointly authorised (with other board member(s), see articles)

Name

van Wijk, Arie Dirk

Date and place of birth

08-02-1963, Rotterdam

Date of entry into office

19-12-2017 (registration date: 20-12-2017)

Powers

Jointly authorised (with other board member(s), see articles)

Extract was made on 05-02-2018 at 15.42 hours.

Waarmerk

This extract has been certified with a digital signature and is an official proof of registration in the Business Register. You can check the integrity of this document and validate the signature in Adobe at the top of your screen. The Chamber of Commerce recommends that this document be viewed in digital form so that its integrity is safeguarded and the signature remains verifiable.

TRADEMARK

REEL: 007011 FRAME: 0190

2018-02-05 15:42:15

BUSINESS CONTRIBUTION AGREEMENT

This BUSINESS CONTRIBUTION AGREEMENT (the “**Agreement**”) is made and entered into effective as of February 1, 2018 at 00:01 AM CET (the “**Effective Date**”) by and between:

THE PARTIES:

- (1) **Allnex Holding International B.V.**, a private company with limited liability organized and existing under the laws of the Netherlands, having its corporate seat in Bergen op Zoom, the Netherlands, with registered office address at Synthesebaan 1, 4612 RB Bergen op Zoom, the Netherlands and registered with the Trade Register of the Dutch Chamber of Commerce under number 09089266 (“**Transferor**”),

and

- (2) **Allnex Netherlands B.V.**, a private company with limited liability organized and existing under the laws of the Netherlands, having its corporate seat in Bergen op Zoom, the Netherlands, with registered office address at Synthesebaan 1, 4612 RB Bergen op Zoom, the Netherlands and registered with the Trade Register of the Dutch Chamber of Commerce under number 20025410 (“**Transferee**”),

Transferor and Transferee are hereinafter jointly referred to as the “**Parties**” and each individually as a “**Party**”.

WHEREAS:

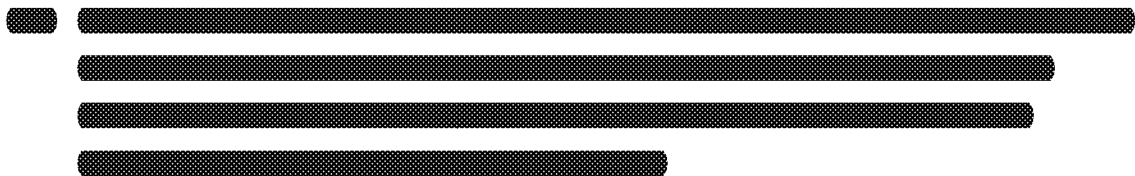
- (A) Transferor is the sole shareholder of Transferee.
- (B) Pursuant to a deed of cross-border merger between Allnex IP S.à r.l., a private company with limited liability organized and existing under the laws of the Grand Duchy of Luxembourg, as disappearing company, and Transferor, as acquiring company, executed before K.F. Tan, civil-law notary in Amsterdam, the Netherlands, on January 31, 2018, with legal effect as of February 1, 2018 at 00:00 AM CET, Transferor acquired the business of Allnex IP S.à r.l. (the “**Business**”) by operation of law, which Business includes, but is not limited to:
 - (i) any and all assets and liabilities as appear from the balance sheet items included in Schedule I attached hereto;

- (ii) an intellectual property rights portfolio, consisting of registered trademarks and patents (owned and co-owned), and applications therefore, the details of which are set forth in Schedule II attached hereto (the “**IP Rights**”); and
 - (iii) certain agreements as listed on Schedule III attached hereto (the “**Transferred Agreements**”).
- (C) Transferor desires to contribute, transfer and assign to Transferee, and Transferee desires to acquire from Transferor, all of Transferor’s right, title and interest in and to the Business, effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Agreement.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. CONTRIBUTION AND TRANSFER

- 1.1. Effective as of the Effective Date, Transferor hereby contributes, transfers and assigns to Transferee all right, title and interest of Transferor in and to any and all of Transferor’s assets related to the Business, including, but not limited to, the assets set forth on Schedule I, Schedule II and Schedule III.
- 1.2. Effective as of the Effective Date, Transferee hereby assumes and agrees to perform and fulfill when due and, to the extent applicable, comply with, any and all of Transferor’s liabilities, commitments and obligations of any kind, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown (“**Liabilities**”), to the extent such Liabilities relate to or arise out of the Business, including, but not limited to, the Liabilities of Transferor set forth on Schedule I.
- 1.3. Transferee shall assume, perform and observe all Transferor’s obligations in respect of the Transferred Agreements as if Transferee had been a party thereto in place of Transferor.



1.5. Transferor hereby agrees that it will, at Transferee's request and expense, perform any and all acts and execute any and all documents that may be required to effectuate and perfect the transfer and assignment of all of Transferor's right, title and interest in and to the IP Rights to Transferee, anywhere in the world, including the recording thereof in the relevant IP registers.

1.6. If any cooperation, consent or approval of any person is required for the transfer to Transferee of the benefit of any of the Transferred Agreements and any such cooperation, consent or approval has not been received at or prior to the Effective Date:

- (a) this Agreement shall not constitute an assignment or attempted assignment of any such Transferred Agreement whose terms would be broken by an assignment or attempted assignment;
- (b) the assignment of each Transferred Agreement shall be conditional upon such consent being obtained which consent Transferor shall use its best endeavors to obtain as soon as practicable after the Effective Date;
- (c) until such time as any cooperation, consent or approval is received, Transferor shall be deemed to be holding to the extent permissible by applicable law, the benefit thereof in trust for Transferee, shall give all reasonable assistance to Transferee to enable it to enforce its rights under the Transferred Agreements and shall use its best endeavors to make available to Transferee the benefits accruing or arising thereunder.

● [REDACTED]

● [REDACTED]

● [REDACTED]

● [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

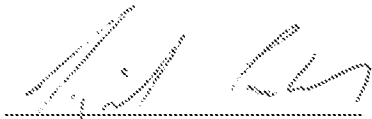
- 3.3. Further Assurances. Each Party shall perform such acts, execute and deliver such instruments and documents, and do all such other things as reasonably necessary to accomplish the transactions contemplated in this Agreement and/or to otherwise give effect to this Agreement.
- 3.4. Governing Law. The laws of the Netherlands (excluding its rules governing conflicts of laws) shall govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

- 3.5. Severability. If any provision of this Agreement is null and void or is determined by a court of competent jurisdiction to be subject to annulment or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable. The Parties shall then use all reasonable endeavours to replace the void, annulled or unenforceable provision(s) by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the void, annulled or unenforceable provision.
- 3.6. Entire Agreement. This Agreement constitutes the final agreement between the Parties, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. Notwithstanding the foregoing, the Parties contemplate that they may desire to enter into or execute transfer instruments of various kinds consistent with, but in some cases duplicative of, this Agreement in order to effect the transfer of the Business and/or to facilitate the registration of such transfer with local governmental authorities.
- 3.7. Counterparts. This Agreement may be executed in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart and each such counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same instrument. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.
- 3.8. Headings. The captions, titles and headings included in this Agreement are for convenience only, and do not affect the construction or interpretation of this Agreement. When a reference is made in this Agreement to a section, such reference will be to a section of this Agreement unless otherwise indicated.
- 3.9. Amendments. This Agreement may not be amended, supplemented or otherwise modified except by a written document executed by or on behalf of each of the Parties hereto.

[Remainder of this page intentionally left blank]

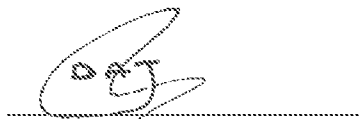
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives with effect as of the Effective Date.

ALLNEX HOLDING INTERNATIONAL B.V.



By: Miguel Mantas

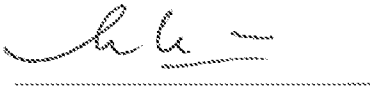
Title: Director



By: Duncan Taylor

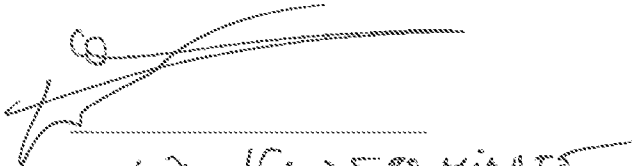
Title: Director

ALLNEX NETHERLANDS B.V.



By: Marie van In

Title: Director



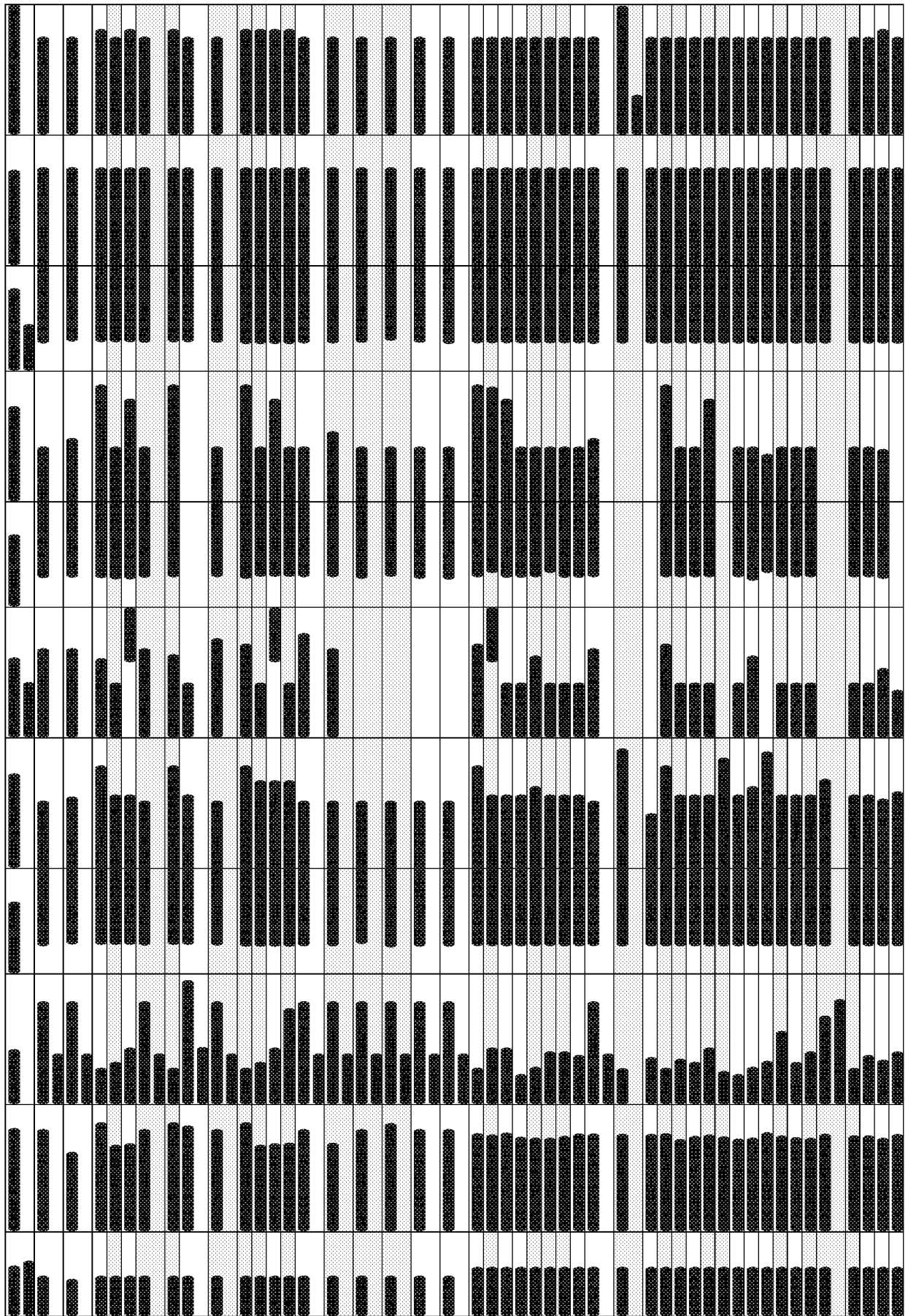
By: Wim VandeBrink

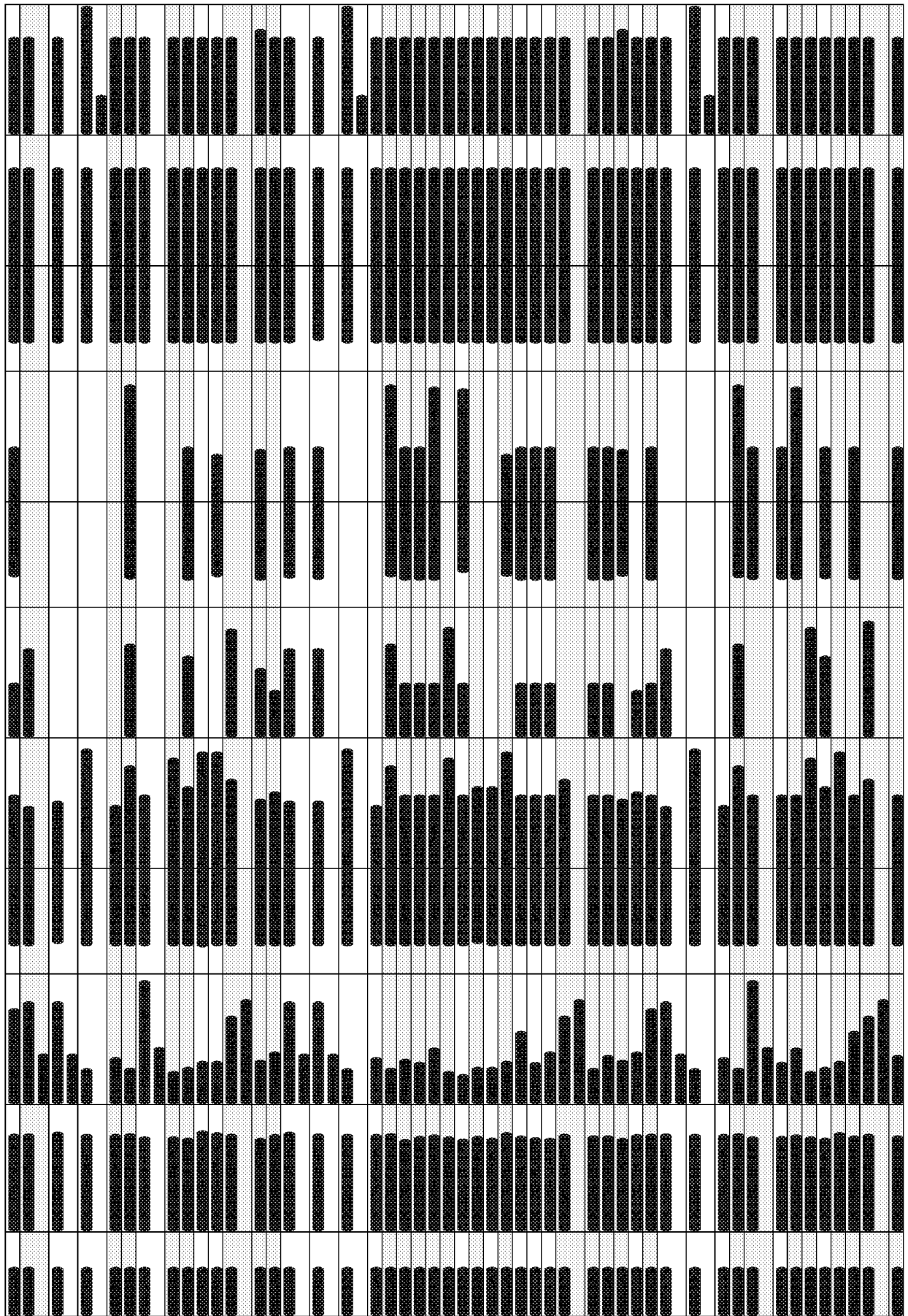
Title: Director

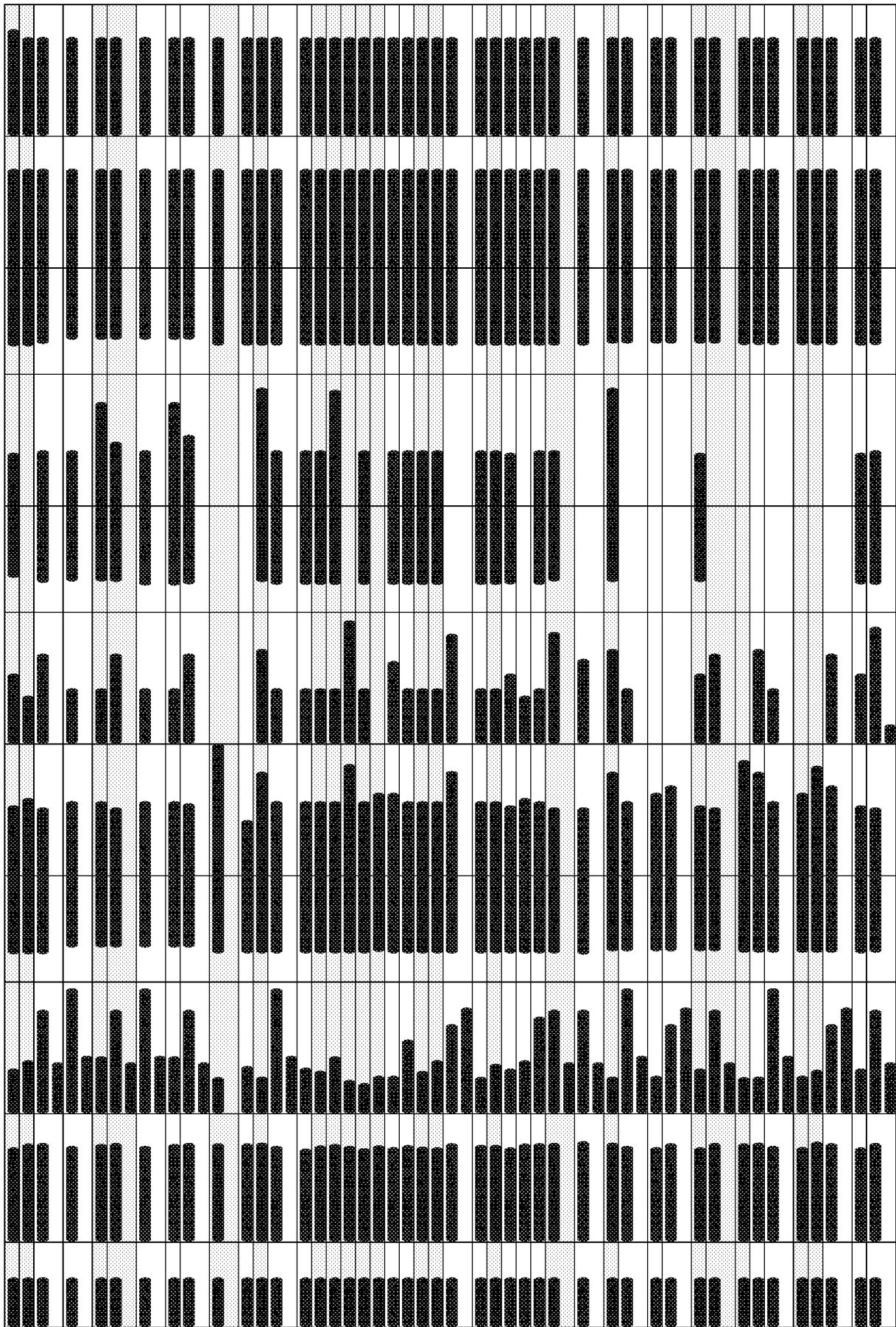
SCHEDULE II

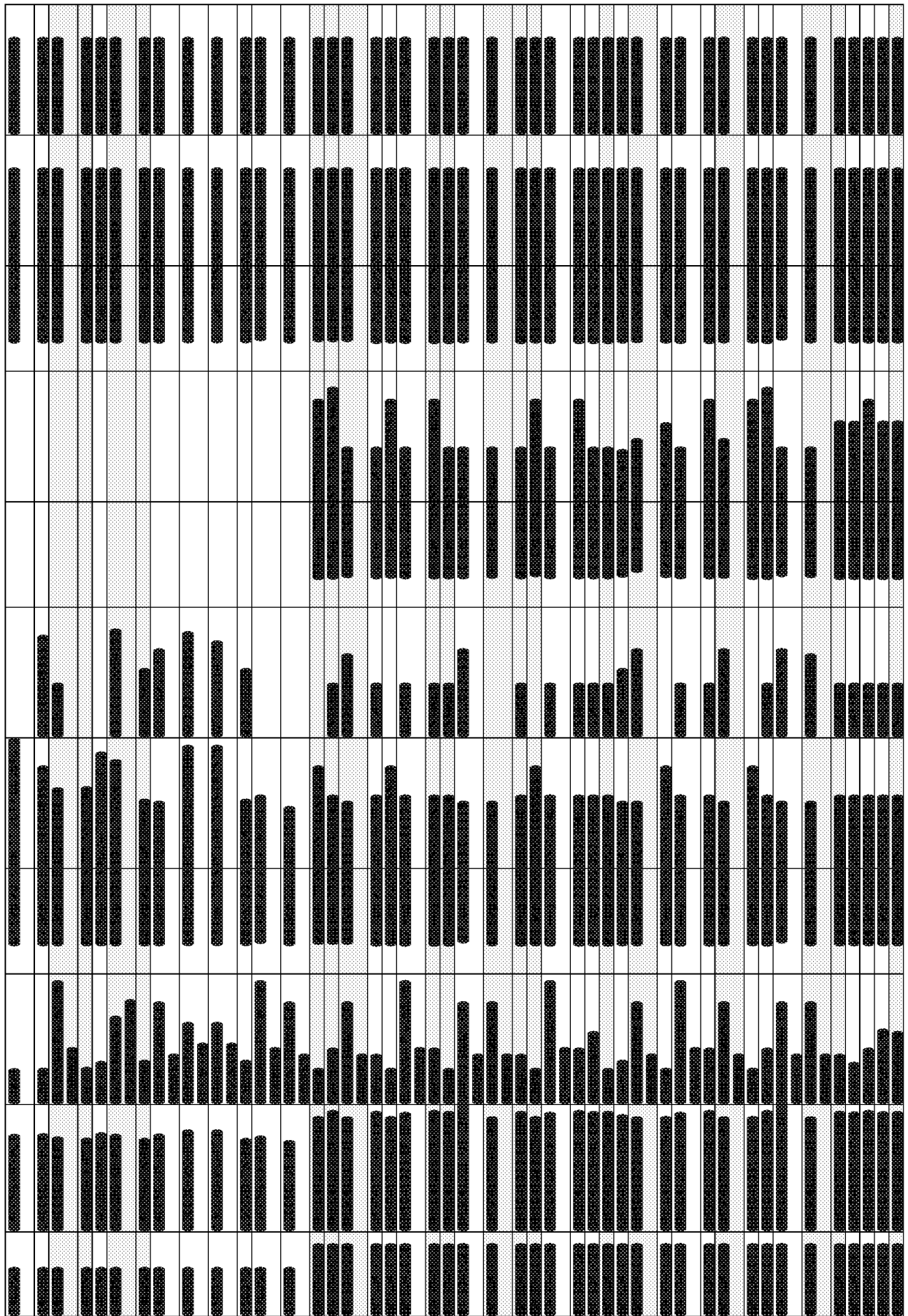


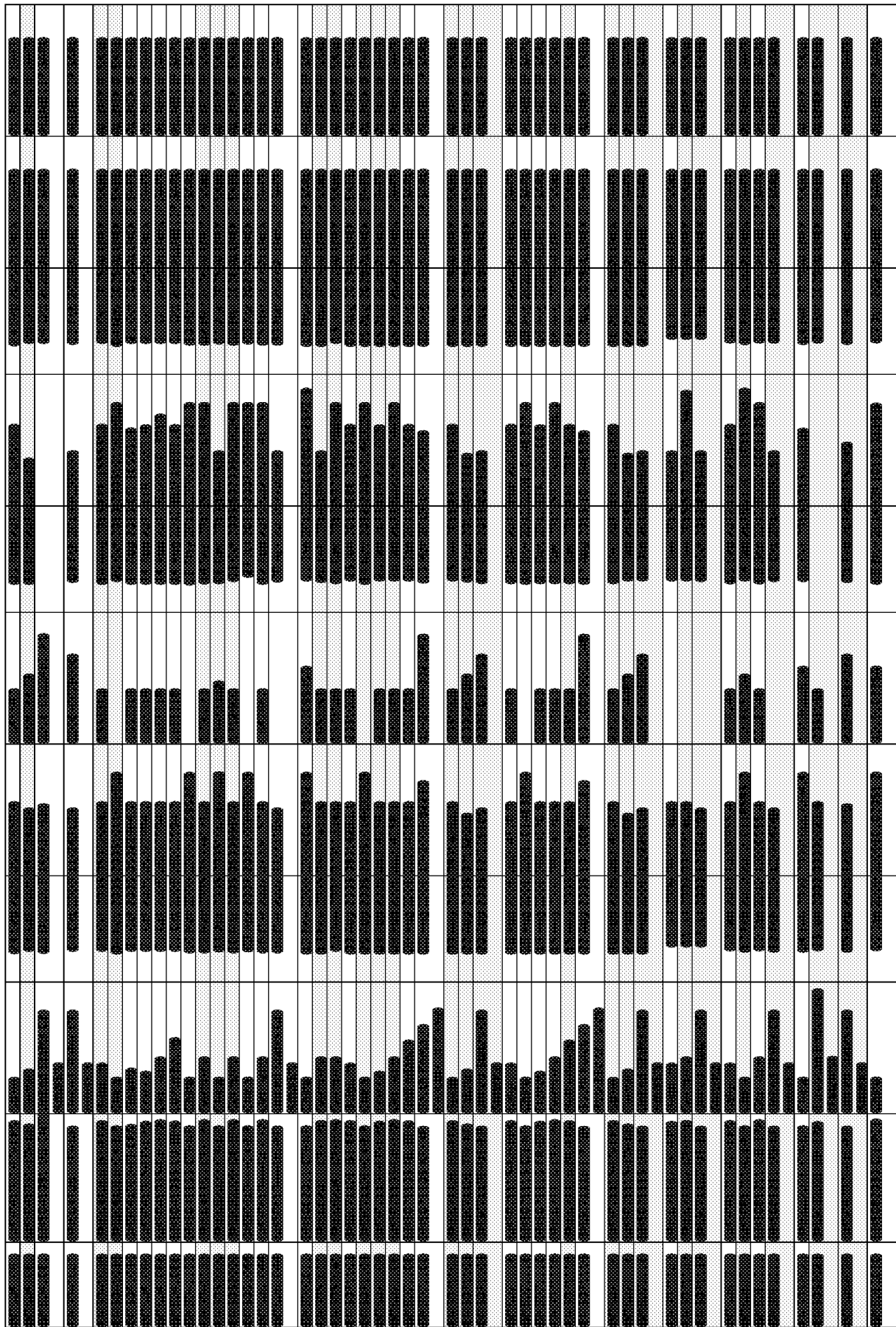


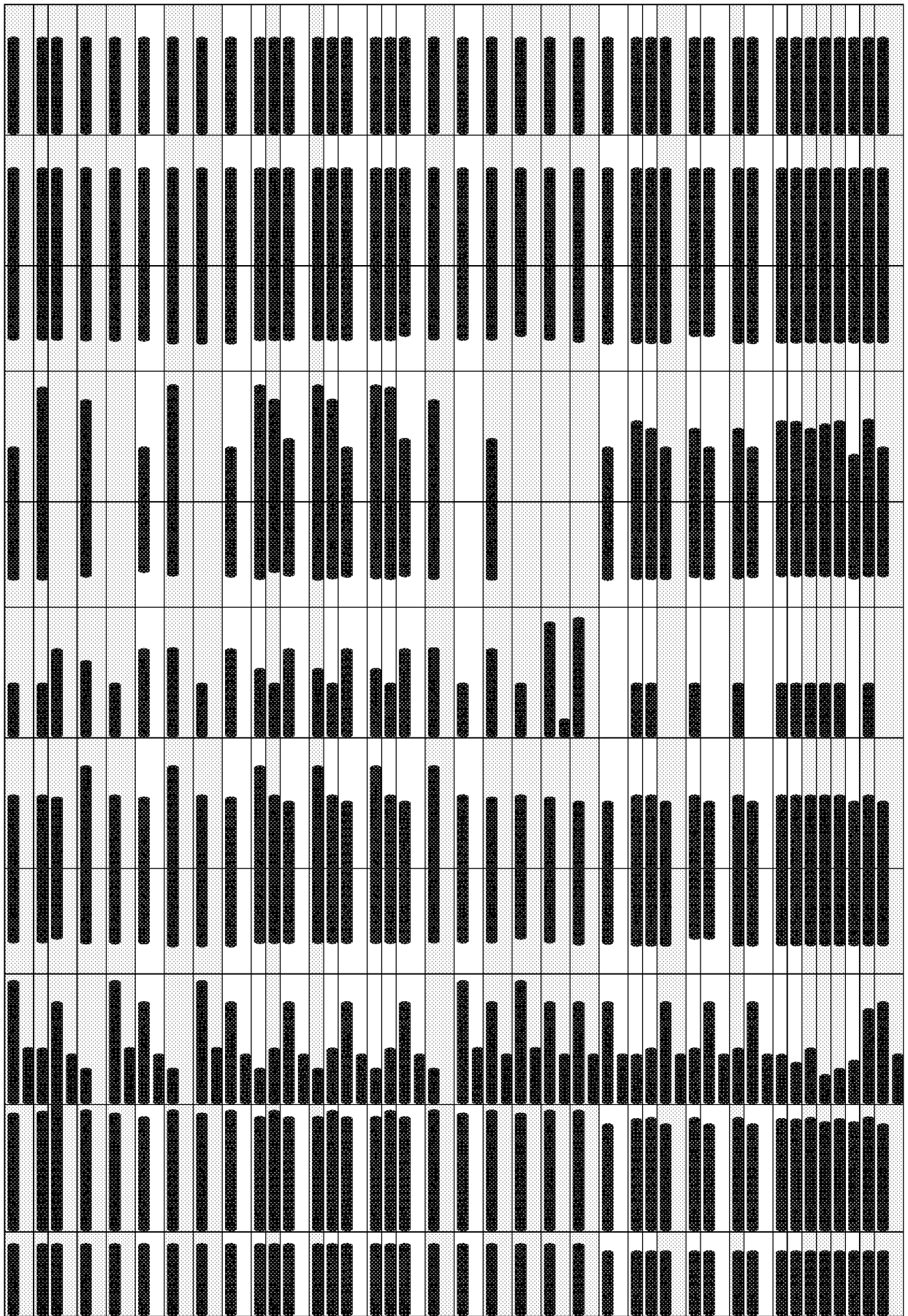


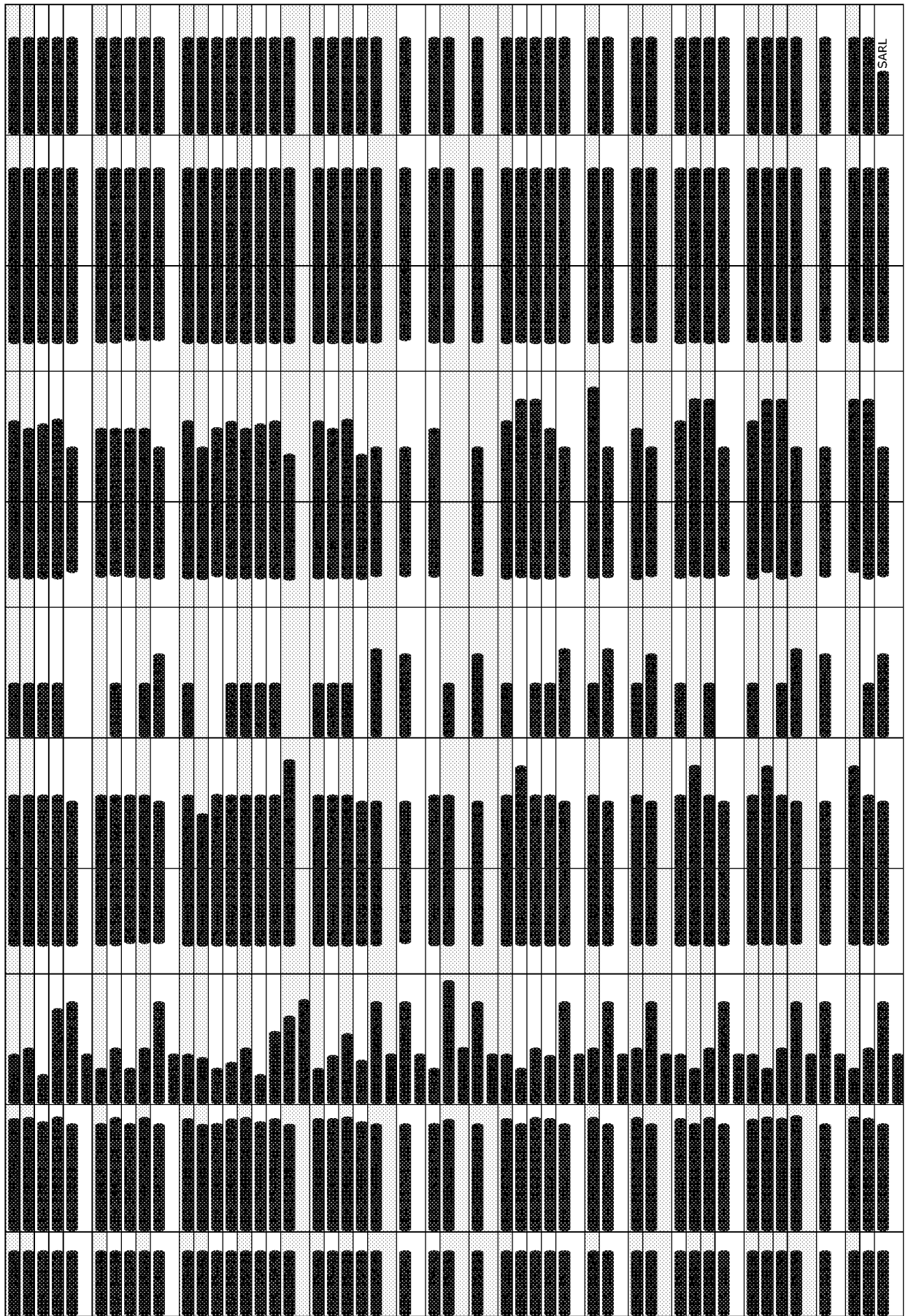




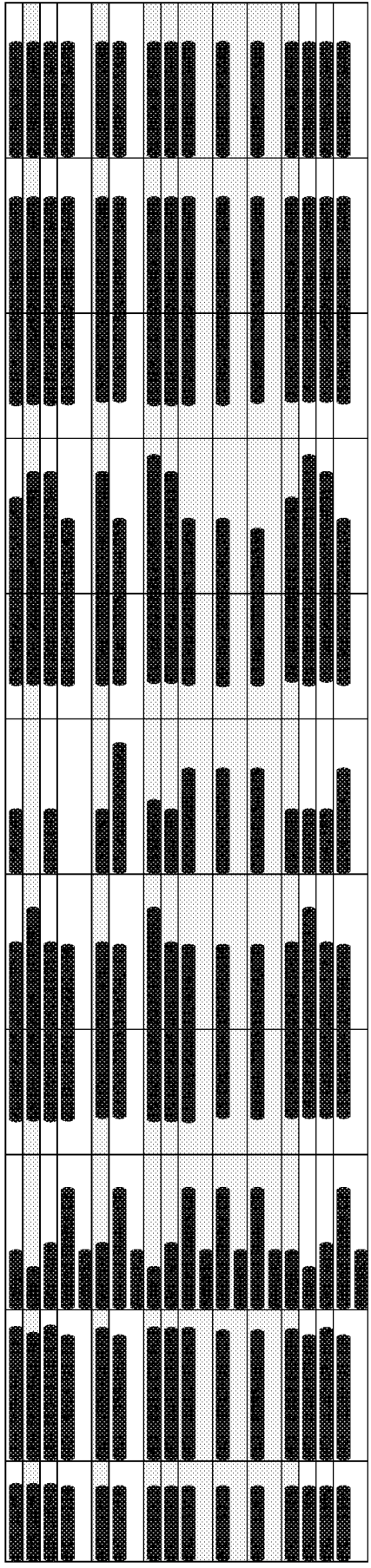




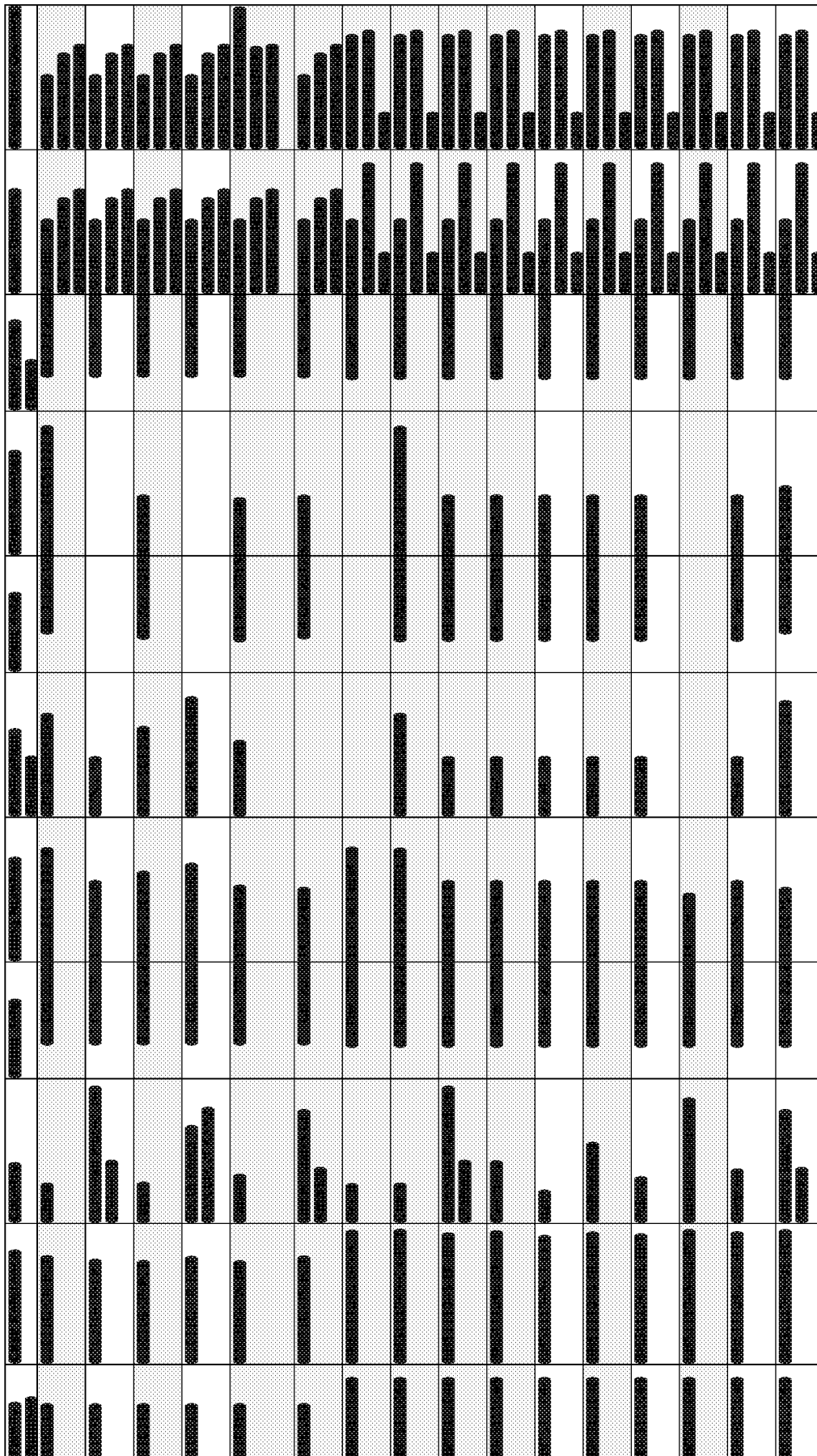




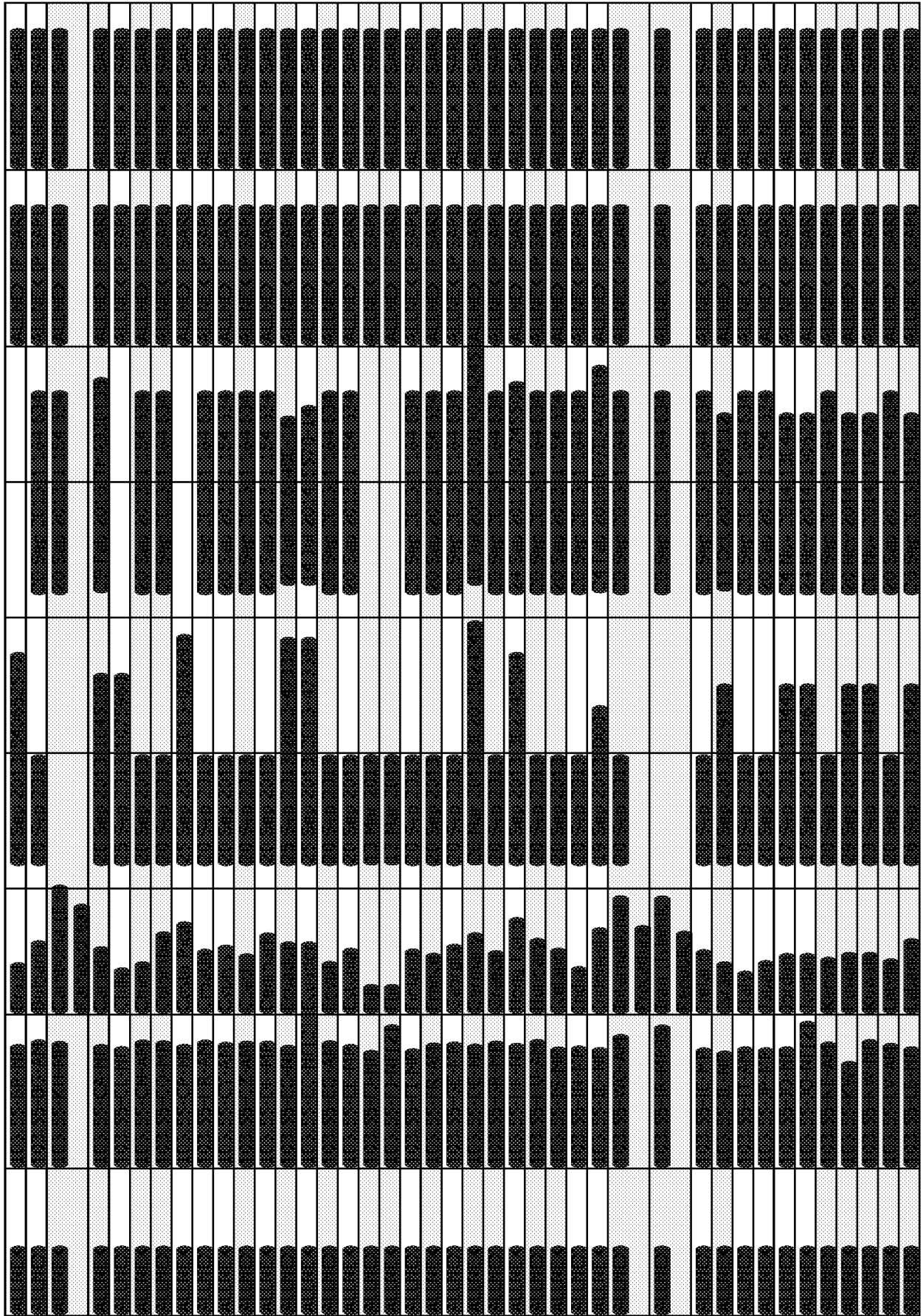
SARL

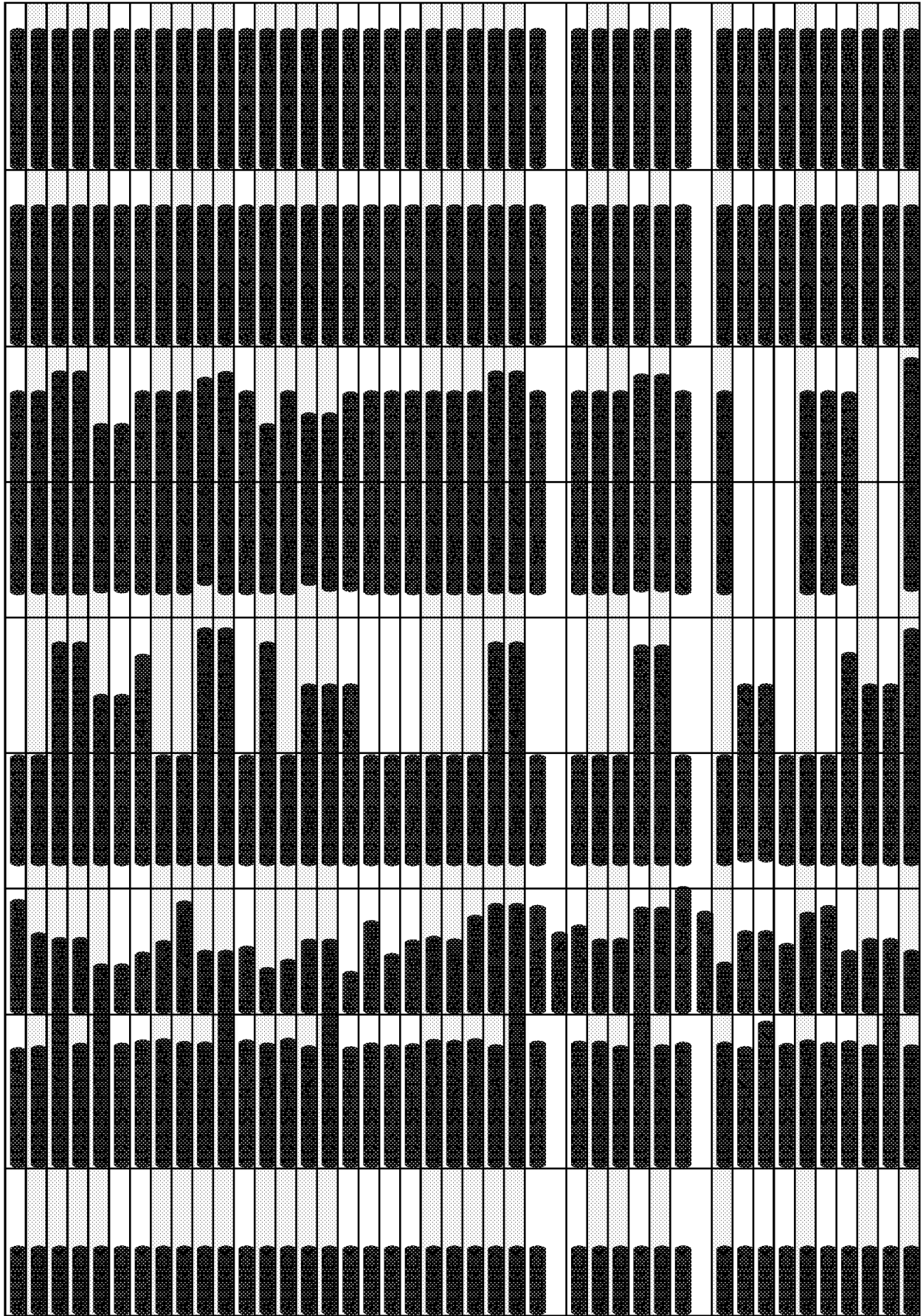


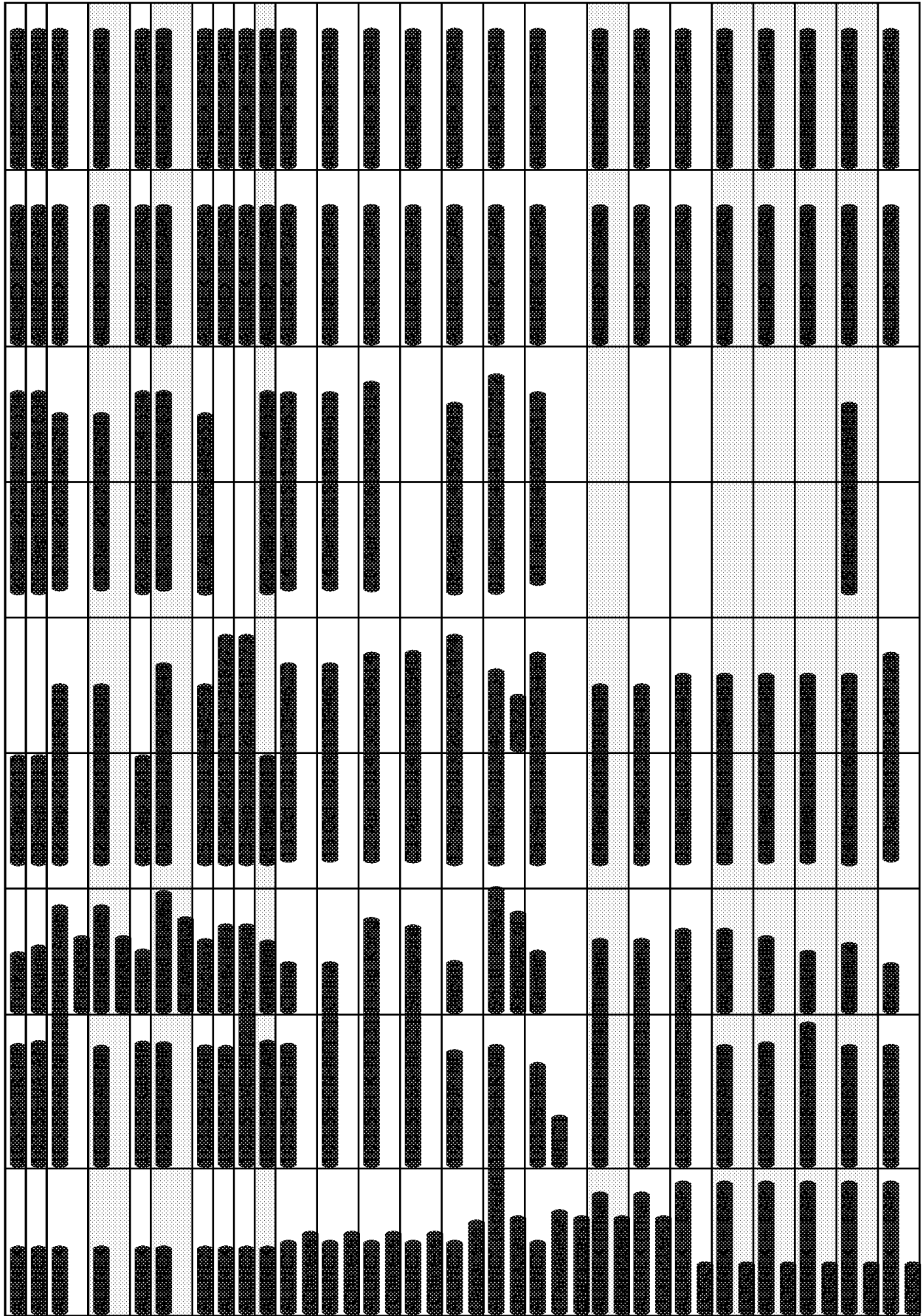


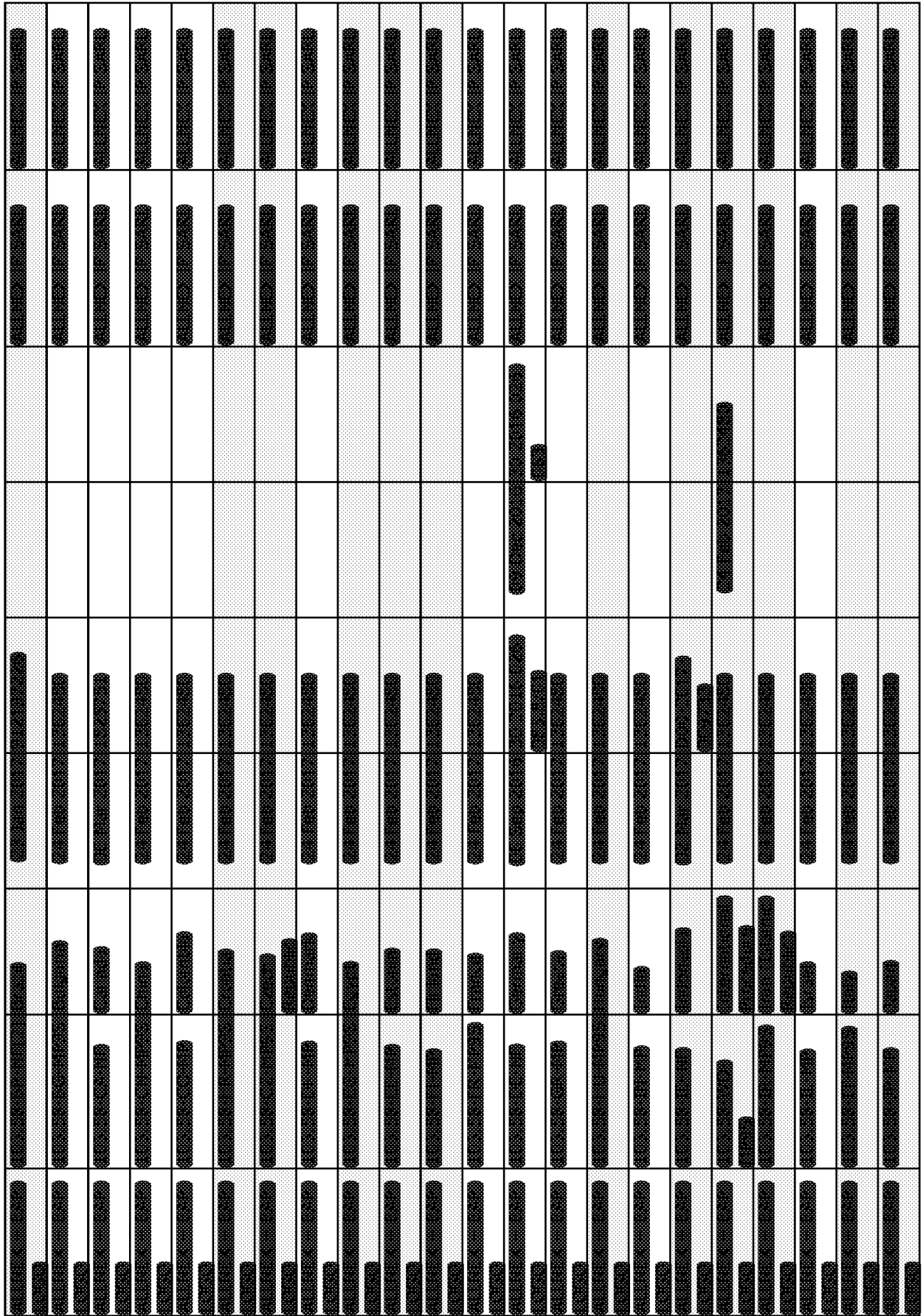


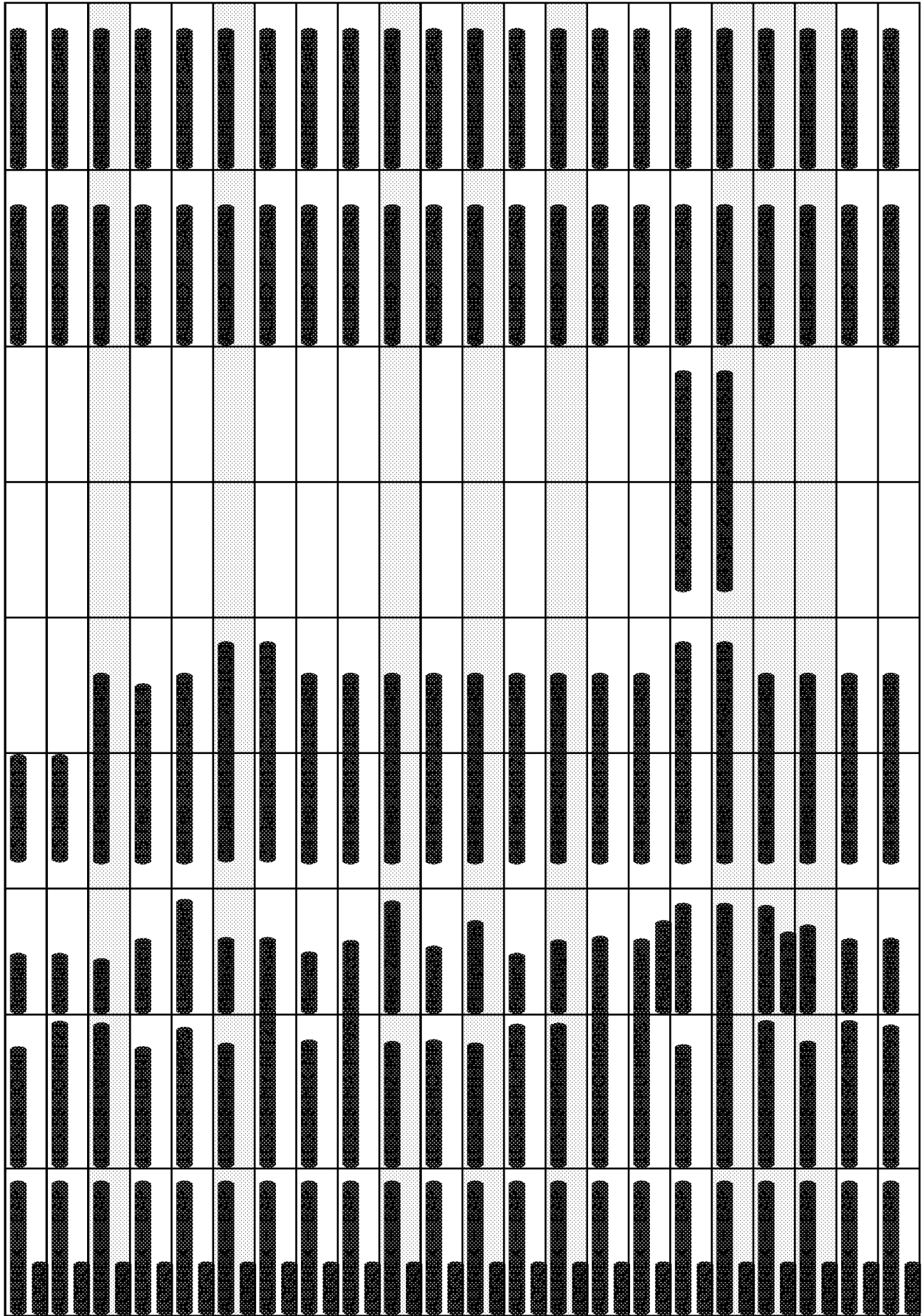
Trademark Portfolio

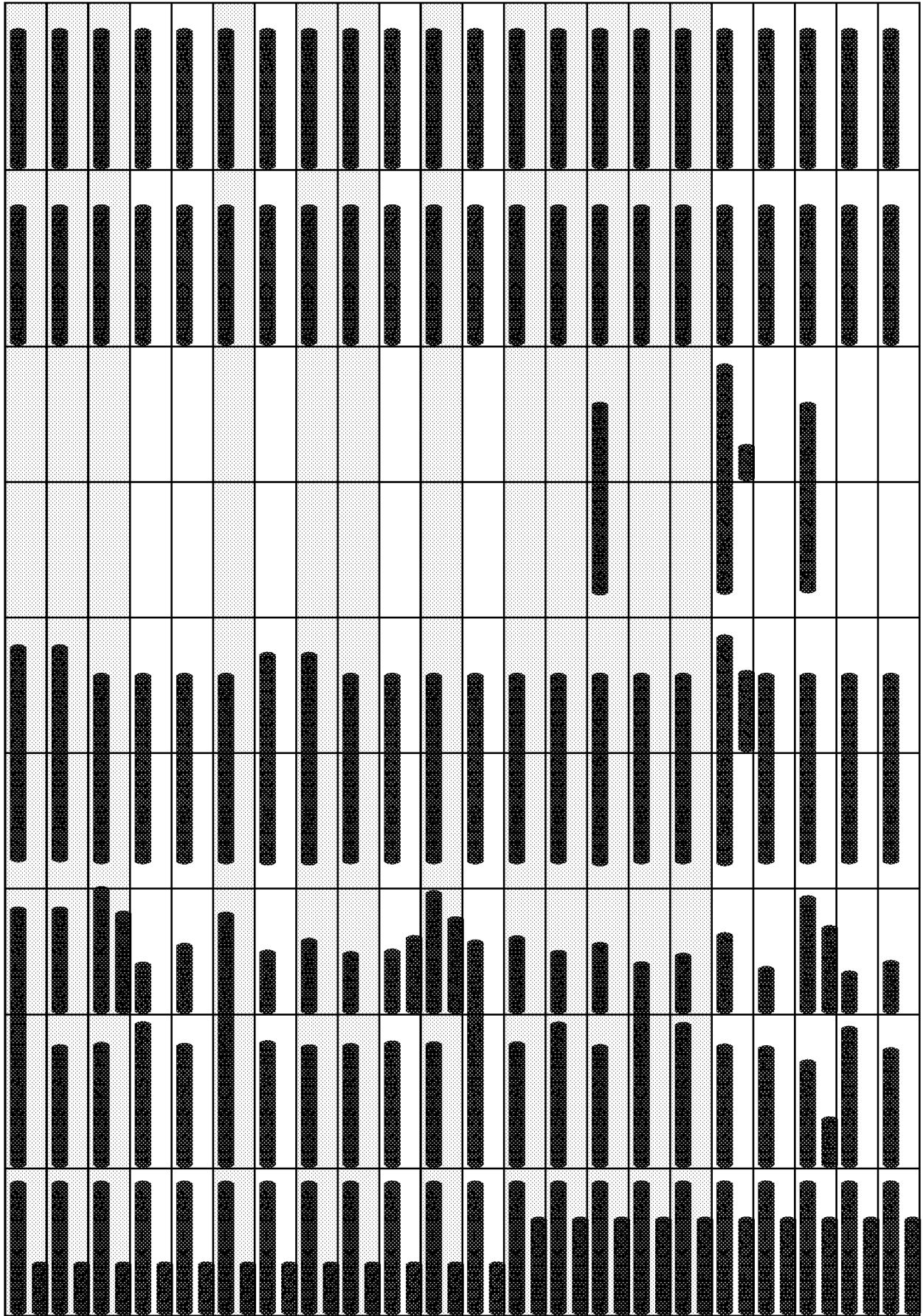


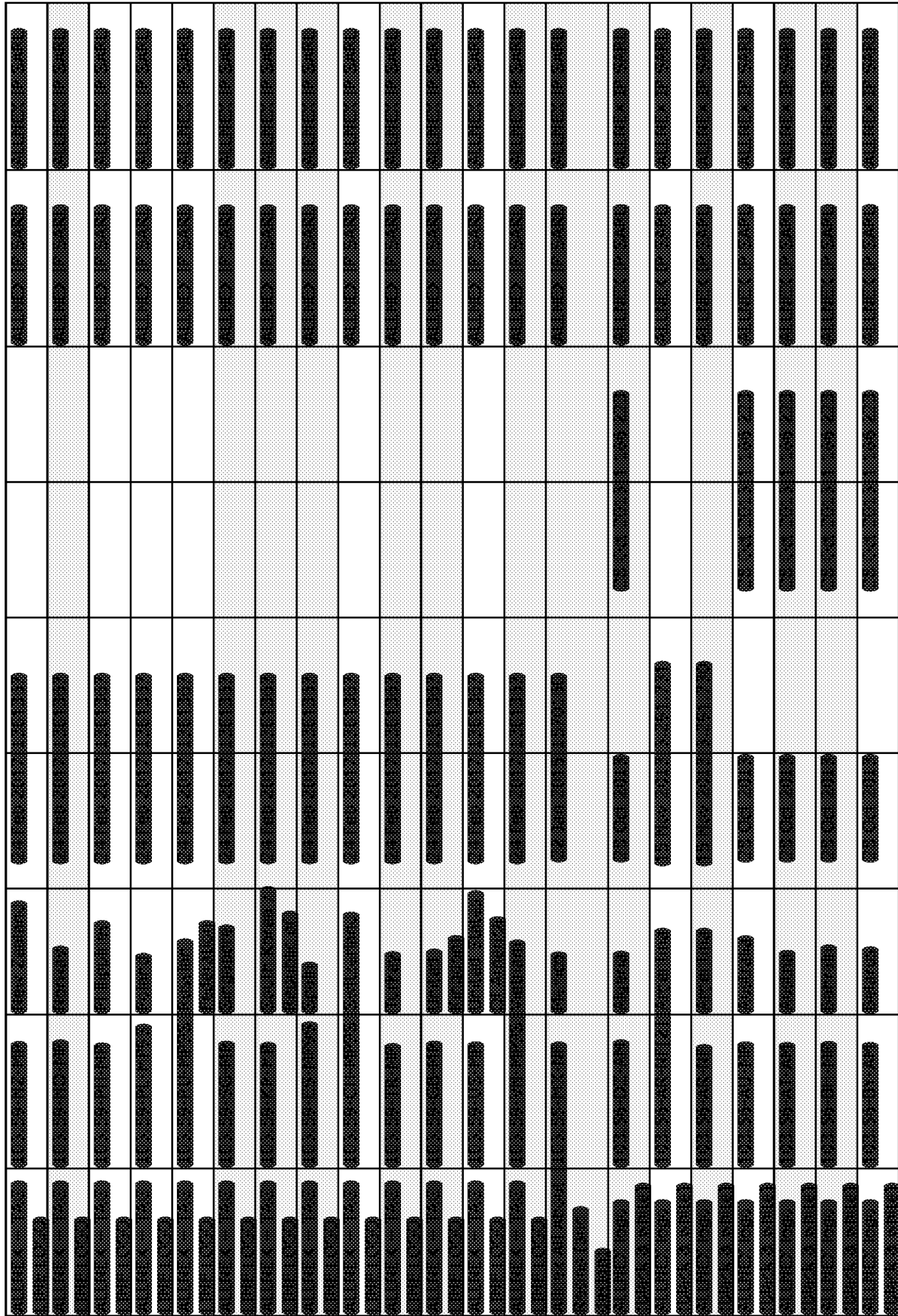


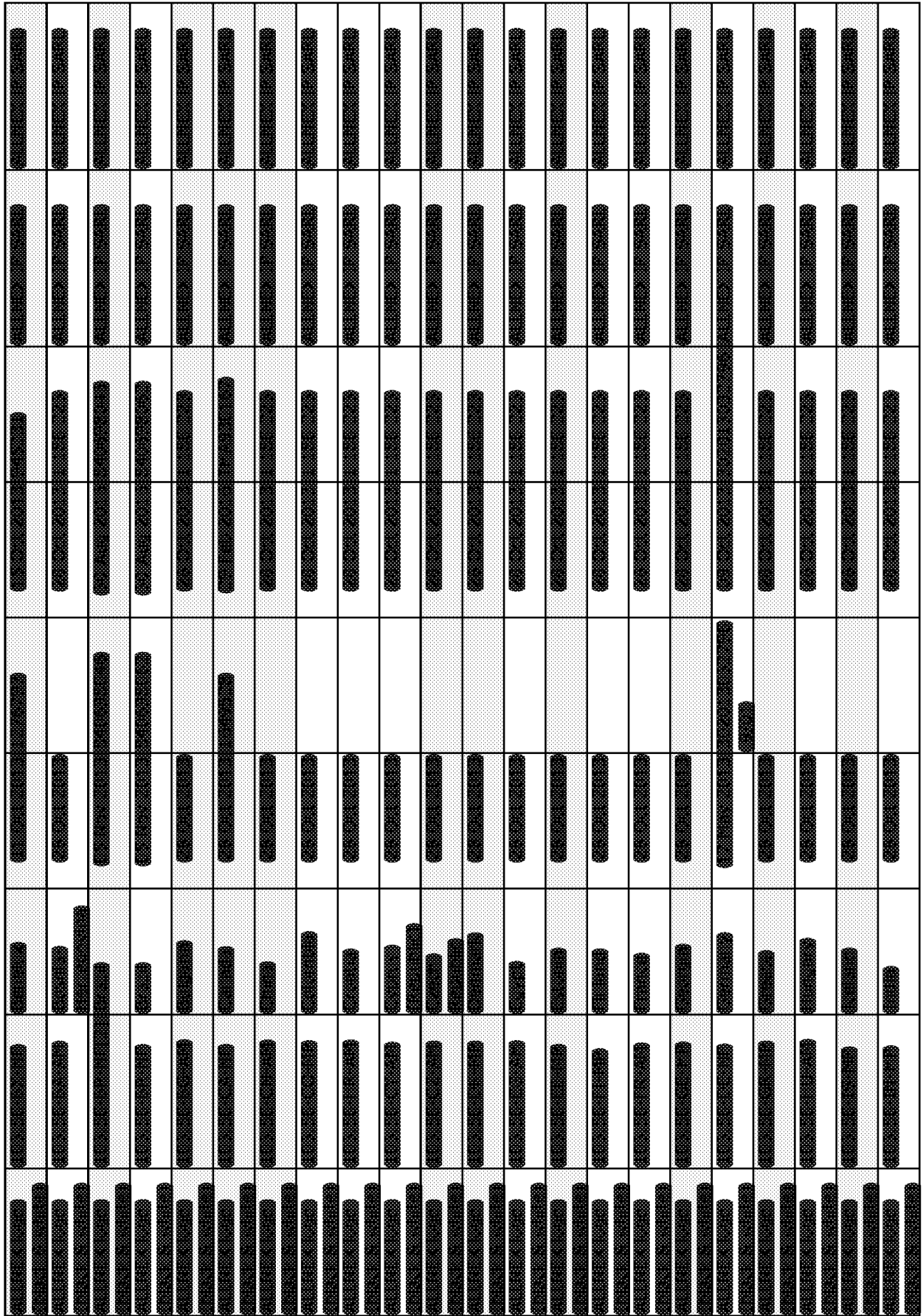


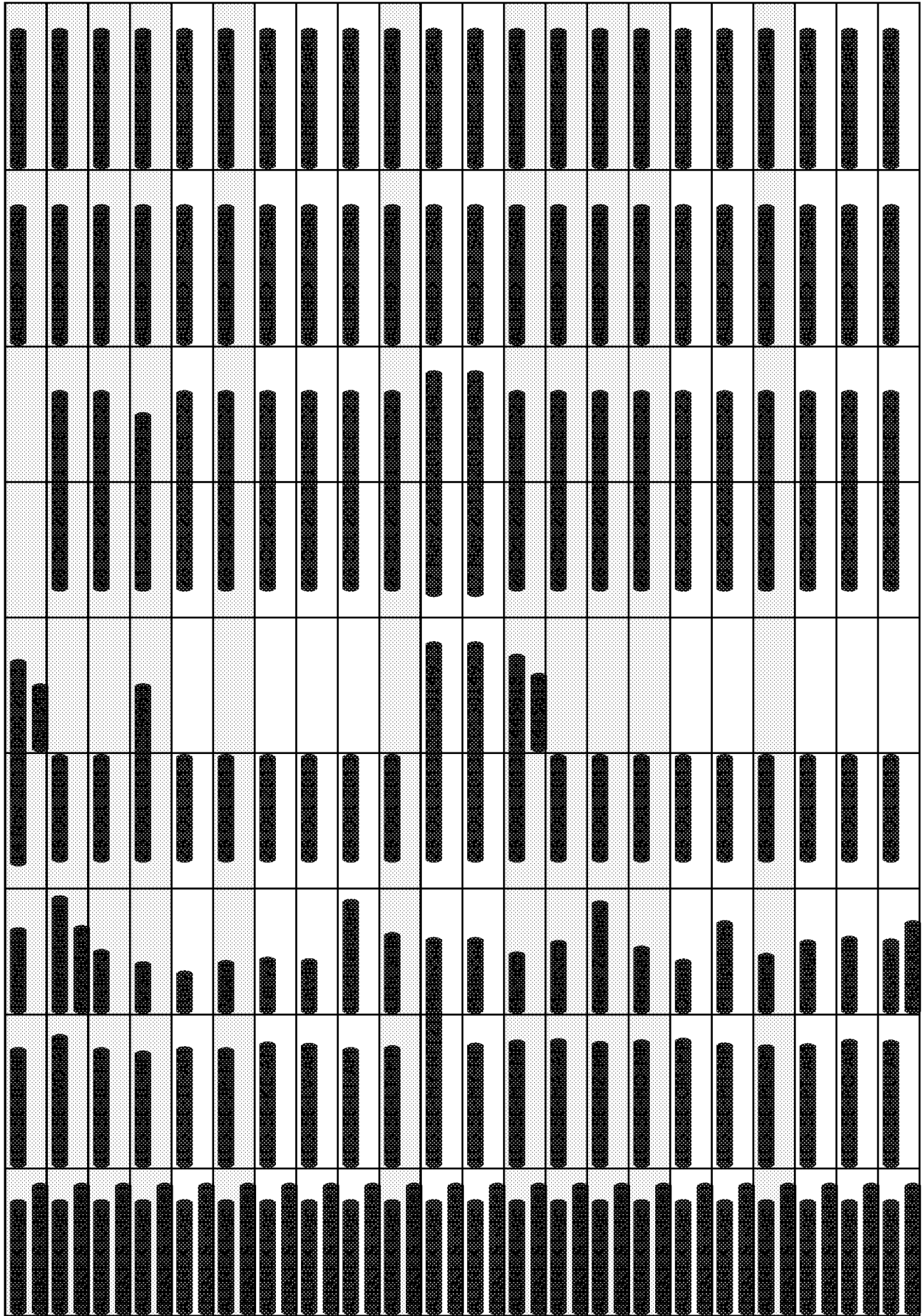


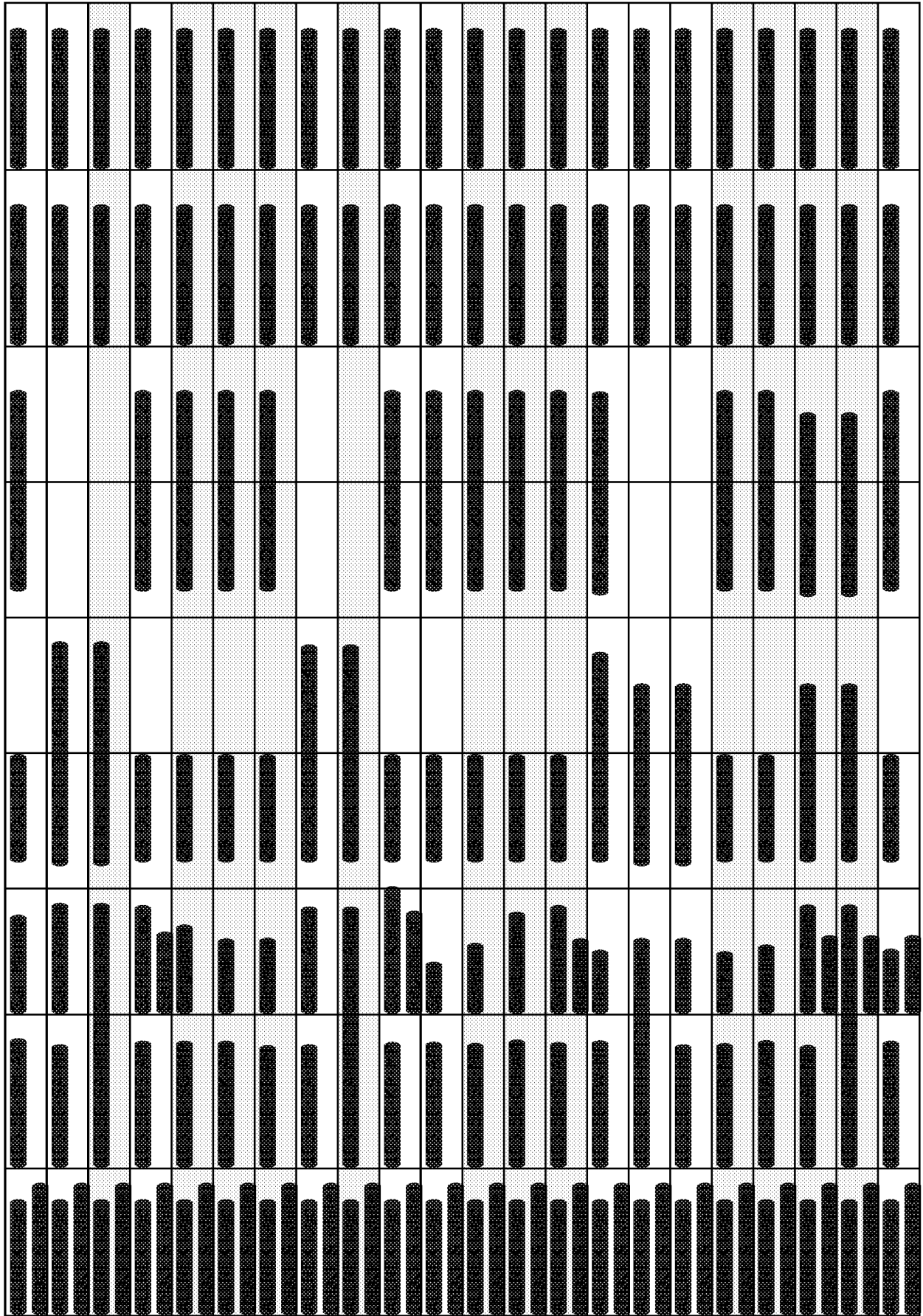




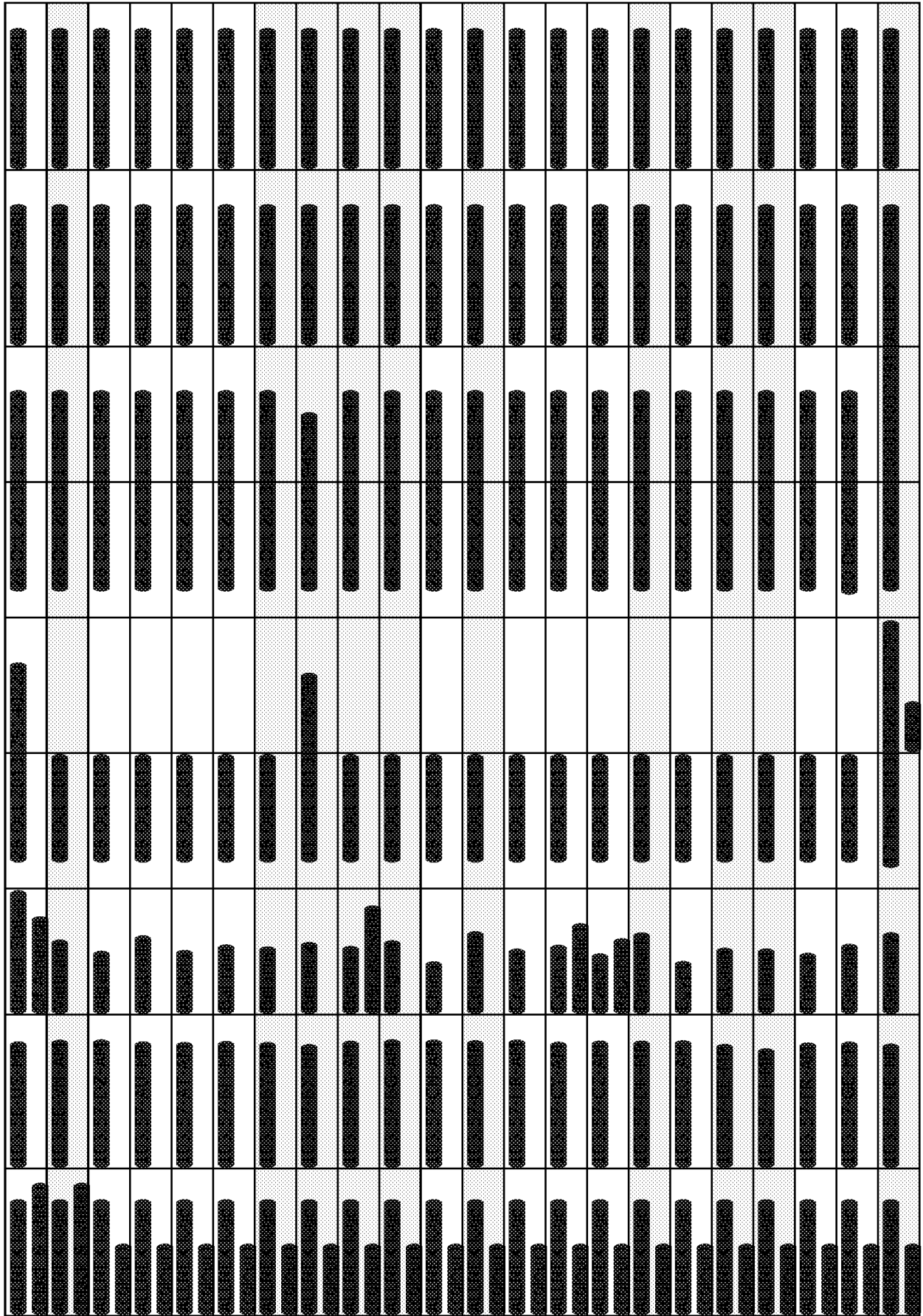


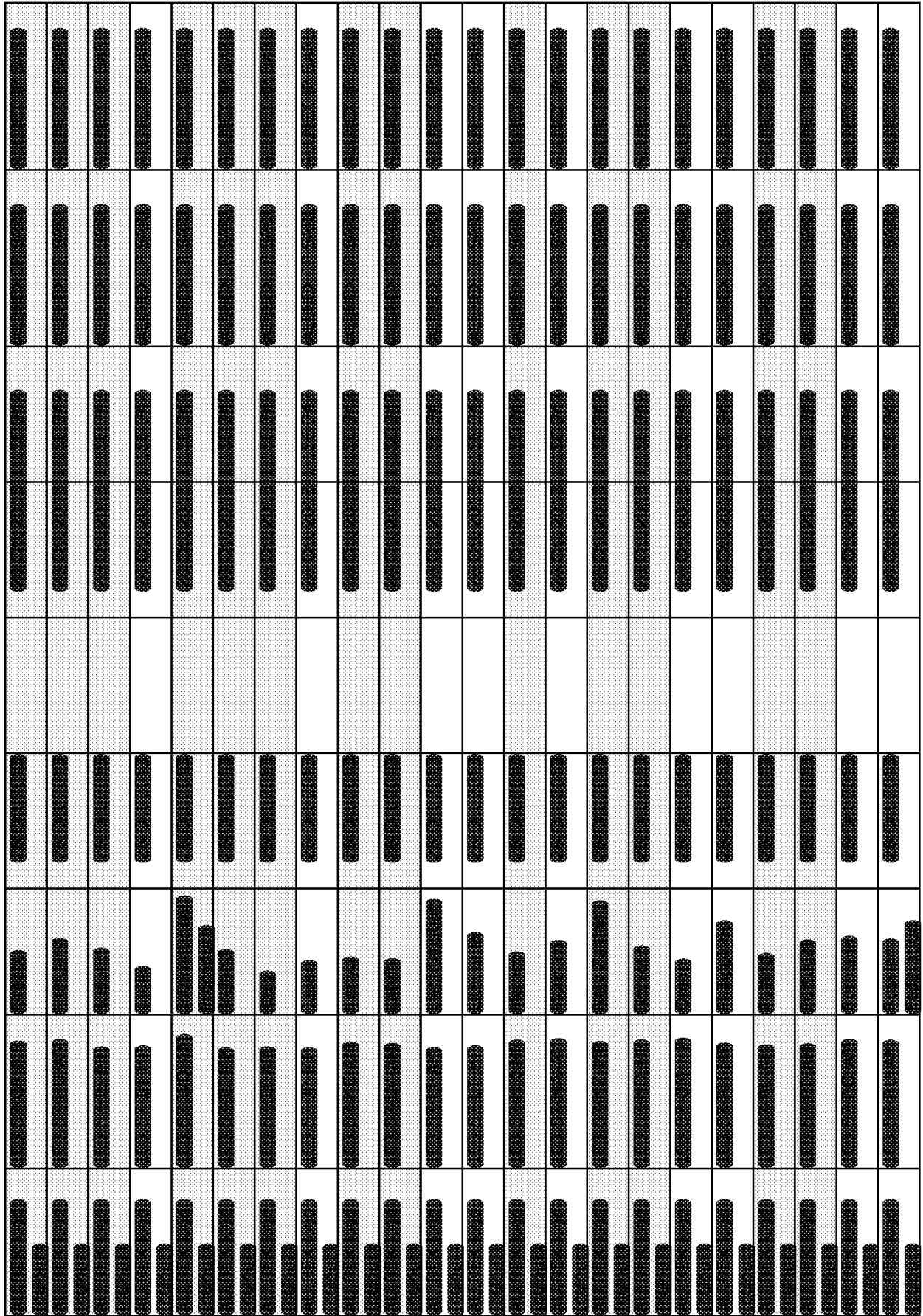


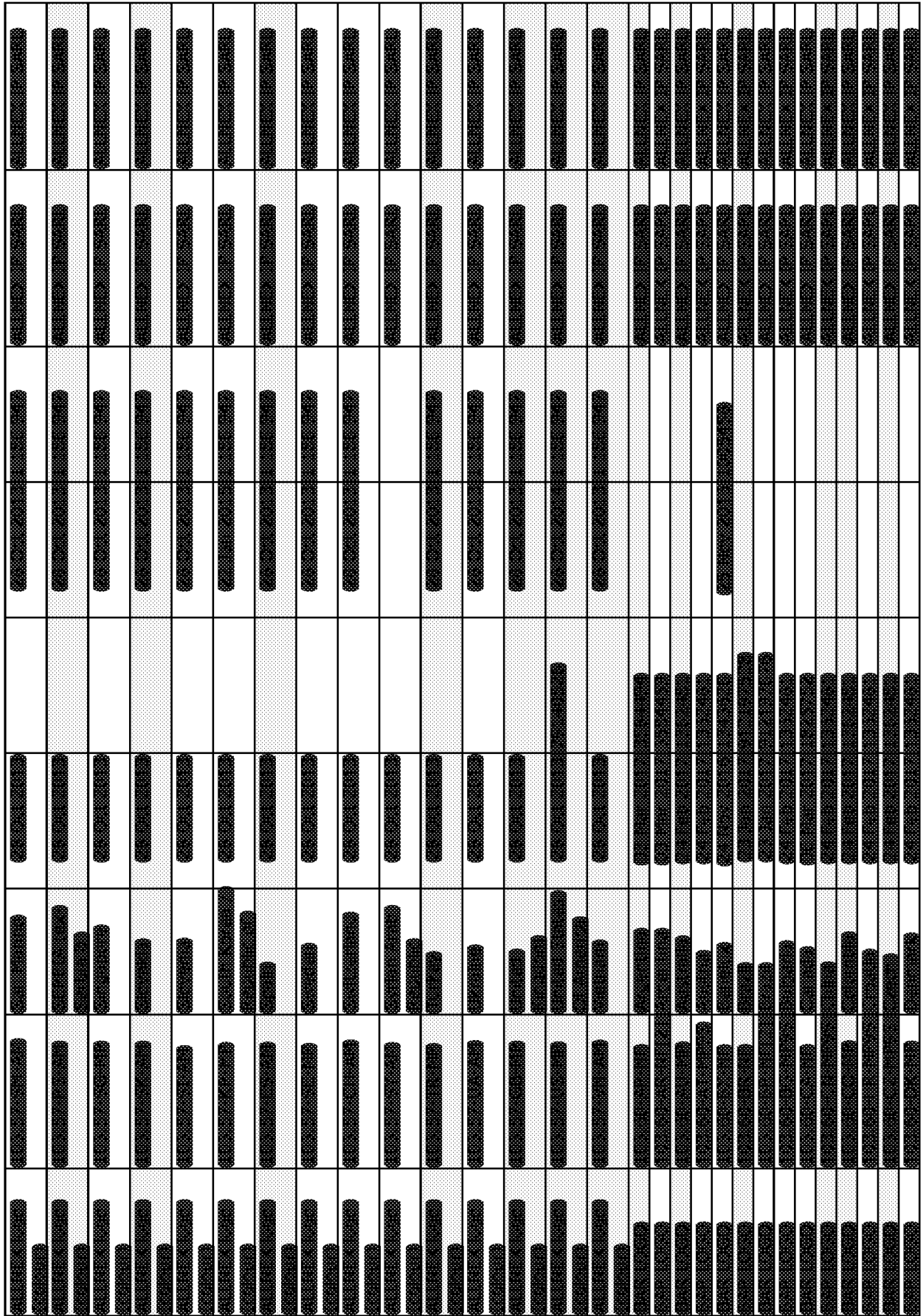


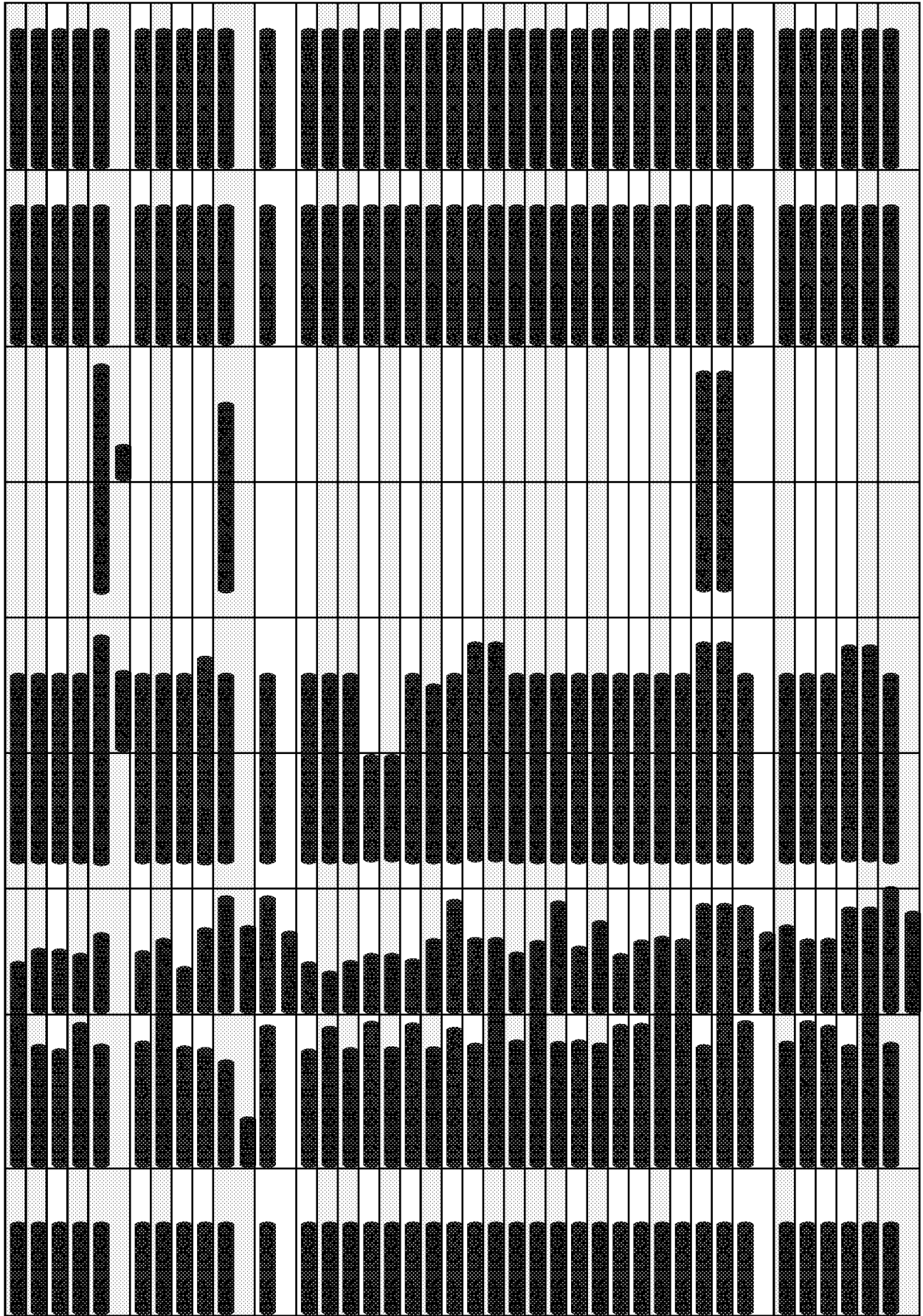


TRADEMARK
REEL: 007011 FRAME: 0221









CYCAT	00206-US-NF	United States Of America	27 Mar 1978	163841	07 Nov 1998	1105378	ALLNEX IP SARM	ALLNEX IP SARM	ALLNEX IP SARM
CYCAT	00206-US-NF1	United States Of America	14 Feb 2003	76/489623	09 Mar 2004	2820914	ALLNEX IP SARM	ALLNEX IP SARM	ALLNEX IP SARM

CYREZ	00258-US-NF1	United States Of America	03 Aug 1964	72198997	17 Aug 1965	0794244	ALLNEX IP SARL	ALLNEX IP SARL
-------	--------------	-----------------------------	-------------	----------	-------------	---------	----------------	----------------

TMI	00564-US-NF	United States Of America	20 Jan 1987	640707	25 Aug 1987	1453768	ALLNEX IP SARL	ALLNEX IP SARL	ALLNEX IP SARL
TMXDI	00565-US-NF	United States Of America	20 Jan 1987	640705	25 Aug 1987	1453767	ALLNEX IP SARL	ALLNEX IP SARL	ALLNEX IP SARL
UVACURE	84.18-US-NF	United States Of America	18 Jun 1996	75;121046	20 May 1997	2063280	ALLNEX IP SARL	ALLNEX IP SARL	ALLNEX IP SARL

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
VANCRYL	84.59-US-NF	United States Of America	20 Jun 1989	73-807939	03 Jul 1990	1604220	ALLNEX IP SARL	ALLNEX IP SARL	ALLNEX IP SARL
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SCHEDULE III

[REDACTED]

[REDACTED]

- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
[REDACTED]

