

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM609161

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BASF SE		02/01/2019	Corporation: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SOLENIS TECHNOLOGIES, L.P.		
<b>Street Address:</b>	1209 Orange Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0952518	AFRANIL	
<b>Registration Number:</b>	3459687	AGEFLEX	
<b>Registration Number:</b>	2891989	AGEFLOC	
<b>Registration Number:</b>	1543158	ANTHOSIN	
<b>Registration Number:</b>	1031892	ANTIPREX	
<b>Registration Number:</b>	2947403	BURST	
<b>Registration Number:</b>	3450916	CEDESORB	
<b>Registration Number:</b>	1048355	HYDROCOL	
<b>Registration Number:</b>	0912045	PERCOL	
<b>Registration Number:</b>	2739786	PERGAFAST	
<b>Registration Number:</b>	3665926	PERGASOL	
<b>Registration Number:</b>	3551998	PERGASPEED	
<b>Registration Number:</b>	1762256	POLYMIN	
<b>Registration Number:</b>	2855196	TELIOFORM	
<b>Registration Number:</b>	2715920	ZETAG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4803855061		
<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>			

OP \$390.00 0952518

TRADEMARK

**Email:** solenistrademark@lkglobal.com  
**Correspondent Name:** LORENZ & KOPF, LLP  
**Address Line 1:** 7010 E. COCHISE RD.  
**Address Line 4:** SCOTTSDALE, ARIZONA 85253

**NAME OF SUBMITTER:** Jeffrey P. Thennisch

**SIGNATURE:** /JEFFREY P. THENNISCH/

**DATE SIGNED:** 11/17/2020

**Total Attachments: 3**

source=20201117\_Assignment#page1.tif

source=20201117\_Assignment#page2.tif

source=20201117\_Assignment#page3.tif

## U.S. ASSIGNMENT OF TRADEMARKS

THIS U.S. ASSIGNMENT OF TRADEMARKS made as of February 1, 2019 (this "Assignment") is entered into by and among BASF SE, formed under the laws of the Federal Republic of Germany, having a place of business at Carl-Bosch-Strasse 38, 67056 Ludwigshafen am Rhein, Germany ("Assignor"), and Solenis Technologies, L.P., a limited partnership organized under the laws of Delaware (U.S.A.), having a place of business at 1209 Orange Street, Wilmington, Delaware 19801 ("Assignee").

**WHEREAS**, Assignor has adopted, used, is using and is the owner of certain Trademarks constituting the Transferred Trademarks (all such Trademarks owned by Assignor, the "Assigned Trademarks"), including the United States Trademarks identified on Schedule A hereto, certain of which are registered in, or for which an application for registration has been filed in, the relevant filing offices of certain jurisdictions as set forth on Schedule A;

**WHEREAS**, Assignor and Assignee are both parties to a certain Trademark and Copyright Assignment and License Agreement, dated as of February 1, 2019 (the "TCALA"), pursuant to which Assignor agreed to sell, convey, assign, deliver and transfer certain assets, including all of Assignor's right, title and interest in and to the Assigned Trademarks, to Assignee or one or more of its controlled affiliates;

**WHEREAS**, pursuant to the TCALA, Assignor desires to assign to Assignee, and Assignee desires to accept, all of Assignor's right, title and interest within the United States in and to the Assigned Trademarks, *including the goodwill associated and represented by the Assigned Trademarks*, (the "U.S. Assigned Trademarks"), including the marks identified on Schedule A.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth herein and in the TCALA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, assigns, delivers and transfers to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations and free and clear of all encumbrances, all of Assignor's right, title and interest in and to the U.S. Assigned Trademarks, *including the goodwill associated and represented by the U.S. Assigned Trademarks*, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made, including (i) all goodwill associated therewith and symbolized thereby, (ii) any and all rights of priority thereto and renewals thereof as may now or hereafter be granted to it by Law, (iii) all income, royalties or payments now or hereafter due or payable with respect to the U.S. Assigned Trademarks and (iv) any and all rights corresponding thereto, including rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the U.S. Assigned Trademarks, including, the right to compromise, sue for and collect such profits and damages (collectively, the "Assigned Rights"), and Assignee does hereby accept assignment of the Assigned Rights from Assignor.

A-1

2. Recordation. This Assignment has been executed and delivered by Assignor with the intention of recording the assignment herein with the United States Patent and Trademark Office and other relevant filing offices of the jurisdictions set forth on Schedule A.

3. Trademark And Copyright Assignment And License Agreement (TCALA). Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the TCALA. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the TCALA, the TCALA shall govern, including with respect to the enforcement of the rights and obligations of the parties to this Assignment.

4. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to constitute the same agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

BASE SE (ASSIGNOR)

By: \_\_\_\_\_

Name: Popp

ppa. Cimniak

Title: Vice Presidents Intellectual Property

13 October 2020

SolenisTechnologies, L.P. (ASSIGNEE)

By: Izabela Jeznach \_\_\_\_\_

Name: Izabela Jeznach

Title: Assistant General Counsel - Eurasia Legal Director

**SCHEDULE A  
U.S. ASSIGNED TRADEMARKS**

<b>TRADEMARK</b>	<b>APPLICATION DATE</b>	<b>APPLICATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NUMBER</b>
AFRANIL	6-Aug-1971	72/399,450	6-Feb-1973	0952518
AGEFLEX	17-Jul-2006	78/931,012	1-Jul-2008	3459687
AGEFLOC	14-May-2003	78/249,795	5-Oct-2004	2891989
ANTHOSIN	26-Apr-1988	73/724,753	13-Jun-2009	1543158
ANTIPREX	18-Jun-1975	73/055,423	3-Feb-1976	1031892
BURST	3-Nov-2003	76/555,919	10-May-2005	2947403
CEDESORB	19-Jul-2005	78/673,572	17-Jun-2008	3450916
HYDROCOL	19-Feb-1976	73/077,642	21-Sep-1976	1048355
PERCOL	6-Aug-1969	72/334,535	8-Jun-1971	0912045
PERGAFAST	20-Mar-2002	76/385,678	22-Jul-2003	2739786
PERGASCRIP	6-Nov-1978	73/192,325	16-Dec-1980	1143034
PERGASOL	14-Aug-2008	77/547,312	11-Aug-2009	3665926
PERGASPEED	7-Mar-2006	78/831,358	23-Dec-2008	3551998
POLYMIN	18-Mar-1992	74/256,799	6-Apr-1993	1762256
TELIOFORM	25-Nov-2002	78/188,554	15-Jun-2004	2855196
XELOREX	17-Feb-2012	79/111,694	18-Sep-2012	4208439
XELOREX	16-May-2013	79/133,416	27-May-2014	4535323
ZETAG	27-Apr-1998	75/474,360	13-May-2003	2715920