

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM620683

<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>
HOUGHTON TECHNICAL CORP.		08/01/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TOTAL MARKETING SERVICES		
<b>Street Address:</b>	24 Cours Michelet		
<b>City:</b>	Puteaux		
<b>State/Country:</b>	FRANCE		
<b>Postal Code:</b>	92800		
<b>Entity Type:</b>	Corporation: FRANCE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1636630	ROLLSHIELD	
<b>Registration Number:</b>	2930640	FENELLA	
<b>Registration Number:</b>	4287732	HYDRO-DRIVE	
<b>Registration Number:</b>	4182670	CERFA-KLEEN	
<b>Registration Number:</b>	0806618	ROLKLEEN	
<b>Registration Number:</b>	2158959	TANDEMOL	
<b>Registration Number:</b>	3461441	TEMPERSHIELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5125364598		
<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>			
<b>Phone:</b>	512-474-5201		
<b>Email:</b>	david.wade@nortonrosefulbright.com		
<b>Correspondent Name:</b>	Norton Rose Fulbright US LLP		
<b>Address Line 1:</b>	98 San Jacinto Boulevard, Suite 1100		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>ATTORNEY DOCKET NUMBER:</b>	1001033192		
<b>NAME OF SUBMITTER:</b>	Stephanie A. Schmidt		
<b>SIGNATURE:</b>	/Stephanie A. Schmidt/		

OP \$190.00 1636630

**DATE SIGNED:**

01/15/2021

**Total Attachments: 28**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (the "Assignment") is made and entered into this 1st day of August, 2019 ("Effective Date"), by and between Houghton Technical Corp., a Delaware corporation ("Assignor"), and Total Marketing Services, a corporation incorporated under the Laws of France ("Assignee").

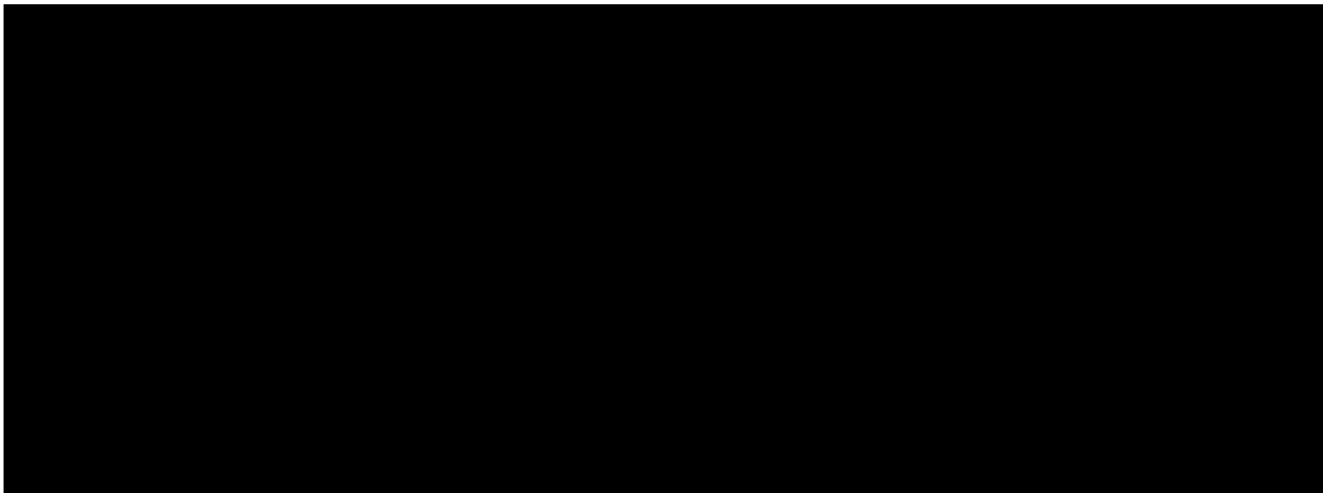
**WHEREAS**, Quaker Chemical Corporation, a Pennsylvania corporation, Global Houghton Ltd., an exempted company incorporated under the laws of the Cayman Islands ("Houghton"), and Assignee are parties to that certain Asset Purchase Agreement (the "APA"), dated as of March 25, 2019, pursuant to which Houghton has, on behalf of Assignor, agreed to have Assignor assign to Assignee all of Assignor's rights, title and interests in certain trademarks and brand names in accordance with the terms of the APA.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings contained herein and in the APA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee agree as follows:

1. Assignment. Effective as of 12:01 a.m., New York City time, on the Effective Date, Assignor hereby irrevocably sells, transfers, assigns and delivers unto Assignee any and all of Assignor's rights, title and interests in the brand names "NOA," "NOA ARC," "Tandemol," "Tandemol (in Katakana)," "Thandemol (in Katakana)," "Rodshield," "Vital Fluid," "Hydro Drive," "Hydro-Drive," "Hydrodrive," "Hydro Drive (stylized)," "ARC," "Cerfa-Kleen," "Cerfa Kleen," "Roll Collar," "Rollshield," "Fenella," "Fenella (in Chinese characters)" "Noalubric," "Rolkleen," "Rol kleen," "Rol-kleen," "Rollub," "Steelshield," "Tempershield," "Temper Shield," "MWR," "Mill Clean," and "Strip-Kleen," including, but not limited to, the U.S. and foreign registrations and U.S. and foreign applications therefor owned by Assignor listed on Schedule A attached hereto (collectively, the "Marks"), and the goodwill associated therewith; any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Marks from and after 12:01 a.m., New York City time, on the Effective Date; and all claims or causes of action Assignor has or may have in connection with the Marks, including, without limitation, the right to sue and recover damages for any and all past, present and future infringements of any of the Marks; all the foregoing to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the foregoing have or may be granted, as fully and entirely as the same would have been enjoyed by Assignor had this Assignment not been made.

2. Assignor shall take, at Assignee's cost and expense, all further reasonable actions, and provide Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

3. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors, heirs, legal representatives and assigns, and all others acting by, through, with or under Assignor's direction and all those in privity therewith.



[Signature Pages Follow]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized on the Effective Date with each of the parties intended to be legally bound hereby.

ASSIGNOR:

Houghton Technical Corp.

By: 

Name: Elizabeth Arnold

Title: Chief Financial Officer

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 007163 FRAME: 0652**

**ASSIGNEE:**

Total Marketing Services

By: Momar Nguer

Chief Executive Officer and Chairman of  
the Board

By: 

Name: Mathieu Soulas

Title: Attorney-in-fact

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 007163 FRAME: 0653**

**SCHEDULE A**

**Marks**

Mark	Country	Classes)	Status	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Next Action Date
ROLLSHIELD	Canada	1	Registered	06-Nov-1974	380333	07-Nov-1975	TMA21048 1	Renewal 07-Nov-2020
ROLLSHIELD	US	4	Registered	11-Jun-1990	74067677	05-Mar-1991	1636630	Renewal 05-Mar-2021
ROLLSHIELD	Brazil	1, 4	Registered	30-Aug-1977	02392377	10-Apr-1979	006896529	Renewal 10-Apr-2019
ROLLSHIELD	China	4	Registered	26-Oct-2004	4329979	07-Dec-2007	4329979	Renewal 06-Dec-2027
RODSHIELD	China	4	Registered	26-Oct-2004	4329976	07-Dec-2007	4329976	Renewal 06-Dec-2027
FENELLA	US	4	Registered	27-Aug-2003	78293049	08-Mar-2005	2930640	Renewal 08-Mar-2025
FENELLA	EU	4	Registered	05-Jan-2004	003596954	30-May-2005	003596954	Renewal 05-Jan-2024
FENELLA	Mexico	4	Registered	07-Aug-2006	798783	28-Aug-2006	949602	Renewal 07-Aug-2026
FENELLA	Canada	1	Registered	01-May-2008	1393793	30-Dec-2009	TMA75621 9	Renewal 30-Dec-2024
FENELLA	Norway	4	Registered	11-Jul-1947	42549	11-Jul-1947	36120	Renewal 11-Jul-2027
FENELLA	China	4	Registered	18-Jul-1996	1093576	07-Sep-1997	1093576	Renewal 06-Sep-2027
FENELLA	Israel	4	Registered	[not available]	[not available]	05-Nov-1943	8373	Renewal 05-Nov-2023
FENELLA	Ecuador	4	Registered	22-May-1992	100992	03-Jul-1992	1484	Renewal 22-May-2022
FENELLA	Australia	4	Registered	31-Mar-1947	90767	31-Mar-1947	90767	Renewal 31-Mar-2023

Mark	Country	Classes(s)	Status	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Next Action Date
FENELLA (in Chinese characters)	China	4	Registered	21-Dec-2005	50743848	14-May-2009	50743848	Renewal 13-May-2019
FENELLA	India	4	Registered	17-Dec-1946	126587	[not available]	126587	Renewal 17-Dec-2023
FENELLA	Hong Kong	4	Registered	04-Feb-1948	[not available]	[not available]	19480598	Renewal 04-Feb-2024
FENELLA	South Africa	4	Registered	16-Jan-1947	[not available]	[not available]	9147	Renewal 16-Jan-2025
FENELLA	O.A.P.I.	4	Registered	14-Sep-1995	12190	09-Oct-1996	35464	Renewal 14-Sep-2025
FENELLA	Peru	4	Registered	06-Mar-1996	5038-1996	20-Mar-1991	PI0091583	Renewal 13-Jun-2026
FENELLA	Singapore	4	Registered	08-Jul-1947	[not available]	23-Mar-1948	T4708967C	Renewal 08-Jul-2026
FENELLA	Thailand	4	Registered	09-Aug-1996	314712	09-Aug-1996	TM60250	Renewal 09-Aug-2026
FENELLA	Russia	4	Registered	28-Aug-1996	[not available]	[not available]	158123	Renewal 28-Aug-2026
FENELLA	Switzerland	4	Registered	21-Oct-1986	2P-350393	15-Dec-1986	2P-350393	Renewal 21-Oct-2026
FENELLA	Egypt	4	Registered	31-Oct-1946	[not available]	[not available]	14712	Renewal 31-Oct-2026
FENELLA	Indonesia	4	Registered	[not available]	[not available]	[not available]	IDM000119 777	Renewal 12-Feb-2027
FENELLA	Taiwan	4	Registered	01-Apr-1997	[not available]	[not available]	755230	Renewal 31-Mar-2027



Mark	Country	Classes(s)	Status	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Next Action Date
FENELLA	Turkey	4	Registered	26-Jun-1947	[not available]	[not available]	100367	Renewal 26-Jun-2027
FENELLA	Morocco	4	Registered	02-Aug-1947	[not available]	[not available]	R39177	Renewal 08-Jul-2027
FENELLA	Norway	4	Registered	11-Jul-1947	[not available]	[not available]	36120	Renewal 11-Jul-2027
FENELLA	Fiji	47	Registered	14-Aug-1947	[not available]	[not available]	1286	Renewal 14-Aug-2028
FENELLA	Nigeria	47	Registered	01-Mar-1948	[not available]	01-Mar-1948	5858	Renewal 01-Mar-2032
FENELLA	Pakistan	4	Registered	19-Apr-1951	[not available]	[not available]	15645	Renewal 19-Apr-2028
FENELLA	Iran	4	Registered	05-May-1979	74621	07-Nov-1979	51652	Renewal 05-May-2019
FENELLA	Brazil	4	Registered	03-Dec-2007	829487557	[not available]	829487557	Renewal 15-Dec-2029
FENELLA	New Zealand	4	Registered	04-Feb-1947	44370	14-Aug-1947	44370	Renewal 04-Feb-2020
FENELLA	Malaysia	4	Registered	07-Jan-1953	M/020336	10-Jul-1953	M/020336	Renewal 07-Jan-2021
FENELLA	Paraguay	4	Registered	16-Jul-2009	924554	11-Dec-2009	326659	Renewal 17-Jul-2019
FENELLA	Uruguay	4	Registered	21-Aug-2009	404817	28-Aug-2009		Renewal 28-Aug-2019

Mark	Country	Classes)	Status	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Next Action Date
HYDRO DRIVE (Stylized)	South Korea	2, 4	Registered	30-Jul-1987	40015907800	08-Sep-1988	4001590780000	Renewal was due 08-Sep-2018; grace period deadline is 08-Mar-2019
HYDRO-DRIVE	US	4	Registered	01-Dec-2011	85485343	12-Feb-2013	4287732	Renewal filed 07-Feb-2019; renewal acceptance pending
HYDRO-DRIVE	Canada	4	Registered	11-Aug-1966	0298941	26-May-1967	TMAI51000	26-May-2027
HYDRO-DRIVE	Australia	4	Registered	04-Aug-2009	1313570	04-Aug-2009	1313570	Renewal 04-Aug-2019
HYDRODRIVE	UK	1	Registered	23-Dec-1982	1187624	23-Dec-1982	1187624	Renewal 23-Dec-2023
CERFA-KLEEN	US	3	Registered	01-Dec-2011	85485337	31-Jul-2012	4182670	Renewal 31-Jul-2022
CERFA-KLEEN	EU	1, 2, 3	Registered	02-Feb-2006	4874368	05-Jun-2008	4874368	Renewal 02-Feb-2026
CERFA-KLEEN	UK	3	Registered	23-Dec-1982	1187621	23-Dec-1982	1187621	Renewal 23-Dec-2023
CERFA-KLEEN	China	1	Registered	[not available]	[not available]	28-Nov-1997	1130013b	Renewal 27-Nov-2027
CERFA-KLEEN	Australia	3	Registered	05-Jul-1963	181402	05-Jul-1963	181402	Renewal 05-Jul-2028
CERFA-KLEEN	Canada	1	Registered	11-Aug-1966	0298934	30-Jun-1967	TMAI51738	Renewal 30-Jun-2027
CERFA-KLEEN	Brazil	3	Registered	25-Sep-1974	740174576	27-Oct-1981	740174576	Renewal 27-Oct-2021
CERFA-KLEEN	South Korea	3	Registered	30-Jul-1987	40-1987-0014861	05-Oct-1988	4001602950000	Renewal in grace period is possible until April 4, 2019
ROKLEEN	Spain	4	Registered	06-Dec-1974	773564	03-Jul-1978	773564	Renewal

Mark	Country	Class(es)	Status	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Next Action Date
ROLKLEEN	UK	4	Registered	05-Dec-1968	934942	05-Dec-1968	934942	06-Dec-2024 Renewal
ROLKLEEN	US	4	Registered	17-Jun-1965	72221424	05-Apr-1966	806618	05-Dec-2023 Renewal
ROLKLEEN	China	4	Registered	26-Oct-2004	4329977	07-Dec-2007	4329976	05-Apr-2026 Renewal
ROLKLEEN	Canada	4	Registered	05-Oct-1967	0308182	11-Apr-1969	TMA16205 0	06-Dec-2027 Renewal
ROLKLEEN	France	4	Registered	08-Jun-1971	116150	08-Jun-1971	1669066	11-Apr-2029 Renewal
ROLKLEEN	Germany	4	Registered	29-Jul-1969	ST869814W Z	29-Jul-1969	897665	03-Jun-2021 Renewal
ROLKLEEN	Brazil	4	Registered	18-Apr-2005	827348550	13-May-2008	827348550	29-Jul-2019 Renewal
ROLKLEEN	South Africa	4	Registered	25-Nov-1991	919992	25-Nov-1991	919992	13-May-2028 Renewal
ROLKLEEN	Sweden	4	Registered	28-Dec-1981	816951	14-May-1982	181525	25-Nov-2021 Renewal
ROLLUB	Bosnia and Herzegovina	4	Registered (IR)	14-Oct-1969	361937	14-Oct-1969	361937	14-May-2022 Renewal
ROLLUB	Croatia	4	Registered (IR)	14-Oct-1969	361937	14-Oct-1969	361937	14-Oct-2019 Renewal
ROLLUB	Macedonia	4	Registered (IR)	14-Oct-1969	361937	14-Oct-1969	361937	14-Oct-2019 Renewal
ROLLUB	Serbia	4	Registered (IR)	14-Oct-1969	361937	14-Oct-1969	361937	14-Oct-2019 Renewal
ROLLUB	Switzerland	4	Registered (IR)	14-Oct-1969	361937	14-Oct-1969	361937	14-Oct-2019 Renewal

Mark	Country	Classes(s)	Status	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Next Action Date
ROLLUB	EU	4	Registered	22-May-2009	8316572	29-Jun-2009	8316572	Renewal 22-May-2019
ROLLUB	Germany	4	Registered	16-Jul-1969	L 16461	14-Oct-1969	861850	Renewal 31-Jul-2019
ROLLUB	China	40	Registered	19-Jun-2017	24856925	21-Jun-2018	24856925	Renewal 20-Jun-2028
ROLLUB	China	1	Registered	19-Jun-2017	24856926	21-Jun-2018	24856926	Renewal 20-Jun-2028
TANDEMOL	Canada	4	Registered	02-Sep-1969	0325553	21-Aug-1970	TMAI7062 8	Renewal 21-Aug-2030
TANDEMOL	Italy	4	Registered	01-Mar-2002	TO2002584	03-Mar-2006	1497938	Renewal 29-May-2022
TANDEMOL	EU	4	Registered	31-Jul-2006	005230537	21-May-2007	005230537	Renewal 31-Jul-2026
TANDEMOL	UK	1	Registered	23-Dec-1982	1187617	23-Dec-1982	1187617	Renewal 23-Dec-2023
TANDEMOL	UK	4	Registered	23-Dec-1982	1187618	23-Dec-1982	1187618	Renewal 23-Dec-2023
TANDEMOL	US	4	Registered	15-May-1997	75292386	19-May-1998	2158959	Renewal 19-May-2028
TANDEMOL	Brazil	1, 4	Registered	25-Sep-1974	006286143	10-Apr-1976	006286143	Renewal 10-Apr-2026
TANDEMOL	South Korea	1, 4, 5	Registered	10-Feb-1989	40-1989- 0002904	21-Jun-1990	4001944920 000	Renewal 21-Jun-2020
TANDEMOL	India	4	Pending	24-May-2007	2756497			
TANDEMOL	India	1, 4	Registered	24-May-2007	1561744	24-May-2007	1561744	24-May-2027
TANDEMOL (in Katakana)	Japan	1, 2, 4, 16, 28	Registered	27-Feb-1991	H03-018703	31-May-1994	2669357	Renewal 31-May-2024
TANDEMOL (in Katakana)	Japan	1, 2, 4	Registered	20-Dec-1990	H02-140789	31-May-1993	2543244	Renewal 31-May-2023
TANDEMOL	Australia	4	Registered	27-Mar-1995	656791	16-Jul-1996	656791	Renewal 27-Mar-2025
TEMPERSHIE	Canada	4	Registered	13-Nov-2007	1371807	26-Jun-2009	TMA74272	Renewal

Mark	Country	Class(es)	Status	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Next Action Date
TEMPERSHIE LD	US	4	Registered	06-Nov-2007	77322552	08-Jul-2008	8 3461441	26-Jun-2024 Renewal 08-Jul-2028
TEMPERSHIE LD	Venezuela	4	Registered	04-Mar-2008	2008-003836	09-Dec-2008	P290316	Renewal 09-Dec-2023
TEMPERSHIE LD	Argentina	4	Registered	20-Nov-2007	2787172	02-Dec-2008	2260707	02-Dec-2028
TEMPERSHIE LD	Brazil	4	Pending					
TEMPER SHIELD	China	4	Registered	26-Oct-2004	4329982	28-Dec-2007	4329982	Renewal 27-Dec-2027

REITERATIVE ACT OF ASSIGNMENT OF THE INTELLECTUAL PROPERTY RIGHTS

BETWEEN

Houghton Technical Corp.,

as Assignor

AND

Total Marketing Services,

as Assignee

*August 1*, 2019

*[Handwritten signature]*

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TRADEMARK  
REEL: 007163 FRAME: 0661

**BETWEEN**

- (1) **Houghton Technical Corp.**, a Delaware (United States) corporation having its registered office at 1011 Center Road, Suite 320, Wilmington, DE 19805 (United States), file number 332910.

Hereinafter referred to as the "Assignor"

**AND**

- (2) **Total Marketing Services**, a company incorporated under French law whose registered office is located at 24 Cours Michelet à Puteaux (France), registered in the Nanterre Trade and Companies Register under number 542 034 921 16871.

Hereinafter referred to as the "Assignee"

The Assignor and the Assignee are referred to individually as a "Party" and together as the "Parties". Capitalized terms used and not otherwise defined in this Reiterative Act of Assignment shall have the meanings given to such terms in the Purchase Agreement.

**IT HAS BEEN PREVIOUSLY STATED AS FOLLOWS:**

1. Pursuant to an asset purchase agreement, dated as of March 25, 2019, by and among Quaker Chemical Corporation, Global Houghton Ltd and Total Marketing Services signed in Chicago, Illinois (IL), United States, (the "**Purchase Agreement**"), the parties to the Purchase Agreement have agreed in particular on the sale, assignment and transfer by the Assignor to the Assignee of the Intellectual Property Rights reproduced in Annex 1 hereto (collectively, the "**Intellectual Property Rights**").
2. As the conditions precedent provided for in the Purchase Agreement have been satisfied or waived by the Parties, the Assignor and the Assignee have agreed to conclude, as of the date of signature hereof, in Philadelphia (PA), United States, this reiterative act (the "**Reiterative Act**") which incorporates the main provisions of the Purchase Agreement, relating to the transfer of the Intellectual Property Rights, for the sole purpose of carrying out the formalities [REDACTED] and the registration of the competent Trademark Registers. The Parties agree that nothing in this document shall alter the terms in the Purchase Agreement or impose any additional obligations on either of the Parties.

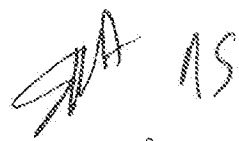
**THIS BEING SAID, IT WAS AGREED AS FOLLOWS:**

**1. OBJECT**

The Assignor sales, assigns and transfers all of its rights, title and interests in the Intellectual Property Rights to the Assignee, and the Assignee accepts, full and complete ownership of the Intellectual Property Rights, without any restriction or reservation (hereinafter the "**Assignment**"). The Assignment shall take effect as of 12:01 a.m., New York City time, on the date of signature hereof.

In execution of this Reiterative Act of Assignment, the Assignee is subrogated to the Assignor in all the rights and actions inherent to the Intellectual Property Rights and in particular those of pursuing any infringement that has been made to the Intellectual Property Rights or that would be made to it.

The Assignee will be the sole and unique owner of the Intellectual Property Rights and might dispose and use them as it wants, grant licenses to third parties, freely transfer them, renew them and/or might give them up.



4. **REGISTRATION OF THE ASSIGNMENT IN TRADEMARKS AND PATENTS  
REGISTERS**

All costs relating to the registration of the Trademarks in the competent Trademarks and Patents Registers (at national, regional and international level) shall be borne by the Assignee.

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**TRADEMARK**  
**REEL: 007163 FRAME: 0663**



Full powers are given to the bearer of an original of the Reiterative Act of Assignment of Intellectual Property to proceed with the registration of the Trademarks and Patents in the different competent Trademark and/or Patent Registers.

The Assignor undertakes to provide free of charge (but without any cost to Assignor) any reasonable assistance to the Assignee for effecting the registration of the assignment contemplated by this document, in particular by providing Assignee with any documents reasonably required by the Assignee for registering this assignment.



6. **APPLICABLE LAW - COMPETENT COURT**

The Assignment shall be governed by and interpreted in accordance with Laws (excluding conflict of laws rules and principles) of the State of New York, United States.

Any dispute relating to the interpretation of the terms and conditions of this Reiterative Act of Assignment of Intellectual Property shall be submitted to the federal or state court in the State of New York, United States.

*[Signature Page Follows]*

*Handwritten initials/signature*

Done in Philadelphia (PA), United States,

On August 1, 2019

In five (5) original copies, including three for tax registration.

Houghton Technical Corp

By: 

Elizabeth Arnold

CFO

Total Marketing Services

By : Momar Nguer

Chief Executive Officer & Chairman of the Board

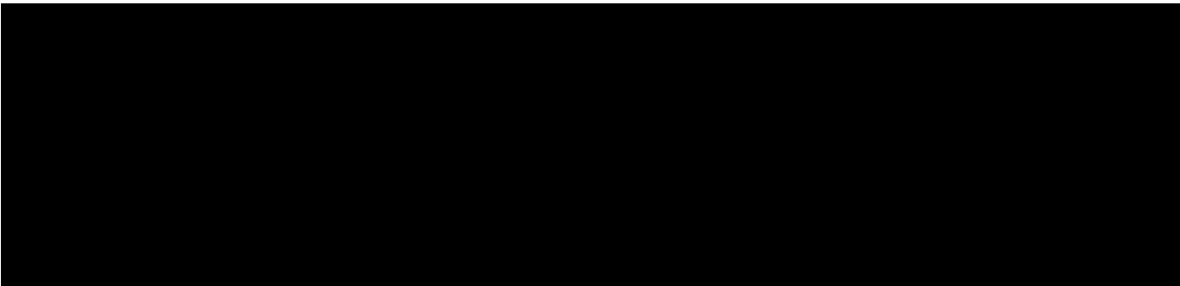
By : 

Mathieu Soulas

Attorney-in-fact

*[Signature Page to Reiterative Act of Assignment of Intellectual Property Rights]*

ANNEX 1: INTELLECTUAL PROPERTY RIGHTS



2. The following registered trademarks and trademark service applications (collectively, the "Trademarks")

Mark	Country	Class(es)	Status	Appl. Date	Appl. No.	Reg. Date	Reg. No.
ROLLSHIELD	Canada	1	Registered	06-Nov-1974	380333	07-Nov-1975	TMA210481
ROLLSHIELD	US	4	Registered	11-Jun-1990	74067677	05-Mar-1991	1636630
ROLLSHIELD	Brazil	1, 4	Registered	30-Aug-1977	02392377	10-Apr-1979	006896529
ROLLSHIELD	China	4	Registered	26-Oct-2004	4329979	07-Dec-2007	4329979
RODSHIELD	China	4	Registered	26-Oct-2004	4329976	07-Dec-2007	4329976
FENELLA	US	4	Registered	27-Aug-2003	78293049	08-Mar-2005	2930640
FENELLA	EU	4	Registered	05-Jan-2004	003596954	30-May-2005	003596954
FENELLA	Mexico	4	Registered	07-Aug-2006	798783	28-Aug-2006	948602
FENELLA	Canada	1	Registered	01-May-2008	1393793	30-Dec-2009	TMA756219
FENELLA	Norway	4	Registered	11-Jul-1947	42549	11-Jul-1947	36120
FENELLA	China	4	Registered	18-Jul-1996	1093576	07-Sep-1997	1093576
FENELLA	Israel	4	Registered	[not available]	[not available]	05-Nov-1943	8373
FENELLA	Ecuador	4	Registered	22-May-1992	100992	03-Jul-1992	1484
FENELLA	Australia	4	Registered	31-Mar-1947	90767	31-Mar-1947	90767
FENELLA (in Chinese characters)	China	4	Registered	21-Dec-2005	50743848	14-May-2009	50743848
FENELLA	India	4	Registered	17-Dec-1946	126587	[not available]	126587
FENELLA	Hong Kong	4	Registered	04-Feb-1948	[not available]	[not available]	19480598
FENELLA	South Africa	4	Registered	16-Jan-1947	[not available]	[not available]	9147

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Mark	Country	Class(es)	Status	Appl. Date	Appl. No.	Reg. Date	Reg. No.
FENELLA	O.A.P.I.	4	Registered	14-Sep-1995	12190	09-Oct-1996	35464
FENELLA	Peru	4	Registered	06-Mar-1996	5038-1996	20-Mar-1991	PI0091583
FENELLA	Singapore	4	Registered	08-Jul-1947	[not available]	23-Mar-1948	T4708967C
FENELLA	Thailand	4	Registered	09-Aug-1996	314712	09-Aug-1996	TM60250
FENELLA	Russia	4	Registered	28-Aug-1996	[not available]	[not available]	158123
FENELLA	Switzerland	4	Registered	21-Oct-1986	2P-350393	15-Dec-1986	2P-350393
FENELLA	Egypt	4	Registered	31-Oct-1946	[not available]	[not available]	14712
FENELLA	Indonesia	4	Registered	[not available]	[not available]	[not available]	IDM000119777
FENELLA	Taiwan	4	Registered	01-Apr-1997	[not available]	[not available]	755230
FENELLA	Turkey	4	Registered	26-Jun-1947	[not available]	[not available]	100367
FENELLA	Morocco	4	Registered	02-Aug-1947	[not available]	[not available]	R39177
FENELLA	Norway	4	Registered	11-Jul-1947	[not available]	[not available]	36120
FENELLA	Fiji	47	Registered	14-Aug-1947	[not available]	[not available]	1286
FENELLA	Nigeria	47	Registered	01-Mar-1948	[not available]	01-Mar-1948	5858
FENELLA	Pakistan	4	Registered	19-Apr-1951	[not available]	[not available]	15645
FENELLA	Iran	4	Registered	05-May-1979	74621	07-Nov-1979	51652
FENELLA	Brazil	4	Registered	03-Dec-2007	829487557	[not available]	829487557
FENELLA	New Zealand	4	Registered	04-Feb-1947	44370	14-Aug-1947	44370
FENELLA	Malaysia	4	Registered	07-Jan-1953	M/020336	10-Jul-1953	M/020336
FENELLA	Paraguay	4	Registered	16-Jul-2009	924554	11-Dec-2009	326659
FENELLA	Uruguay	4	Registered	21-Aug-2009	404817	28-Aug-2009	
HYDRO DRIVE (Stylized)	South Korea	2, 4	Registered	30-Jul-1987	4001590780000	08-Sep-1988	4001590780000
HYDRO-DRIVE	US	4	Registered	01-Dec-2011	85485343	12-Feb-2013	4287732
HYDRO-DRIVE	Canada	4	Registered	11-Aug-1966	0298941	26-May-1967	TMA151000
HYDRO-DRIVE	Australia	4	Registered	04-Aug-2009	1313570	04-Aug-2009	1313570

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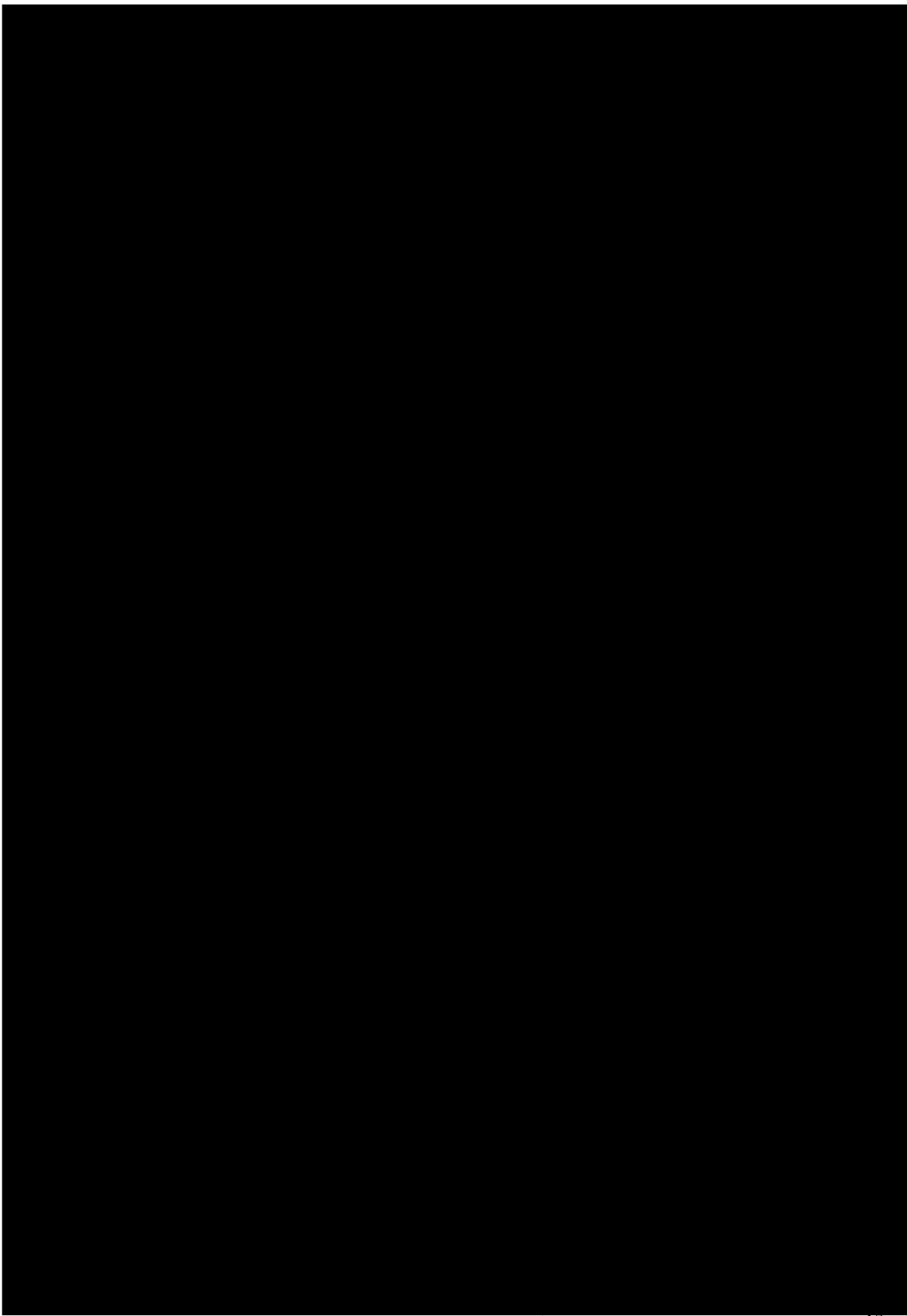
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Mark	Country	Class(es)	Status	Appl. Date	Appl. No.	Reg. Date	Reg. No.
HYDRODRIVE	UK	1	Registered	23-Dec-1982	1187624	23-Dec-1982	1187624
CERFA-KLEEN	US	3	Registered	01-Dec-2011	85485337	31-Jul-2012	4182670
CERFA-KLEEN	EU	1, 2, 3	Registered	02-Feb-2006	4874368	05-Jun-2008	4874368
CERFA-KLEEN	UK	3	Registered	23-Dec-1982	1187621	23-Dec-1982	1187621
CERFA-KLEEN	China	1	Registered	[not available]	[not available]	28-Nov-1997	1130013b
CERFA-KLEEN	Australia	3	Registered	05-Jul-1963	181402	05-Jul-1963	181402
CERFA-KLEEN	Canada	1	Registered	11-Aug-1966	0298934	30-Jun-1967	TMA151738
CERFA KLEEN	Brazil	3	Registered	25-Sep-1974	740174576	27-Oct-1981	740174576
CERFA KLEEN	South Korea	3	Registered	30-Jul-1987	40-1987-0014861	05-Oct-1988	4001602950000
ROLKLEEN	Spain	4	Registered	06-Dec-1974	773564	03-Jul-1978	773564
ROLKLEEN	UK	4	Registered	03-Dec-1968	934942	05-Dec-1968	934942
ROLKLEEN	US	4	Registered	17-Jun-1965	72221424	05-Apr-1966	806618
ROLKLEEN	China	4	Registered	26-Oct-2004	4329977	07-Dec-2007	4329976
ROL-KLEEN	Canada	4	Registered	05-Oct-1967	0308182	11-Apr-1969	TMA162050
ROL-KLEEN	France	4	Registered	08-Jun-1971	116150	08-Jun-1971	1669066
ROL-KLEEN	Germany	4	Registered	29-Jul-1969	ST869814WZ	29-Jul-1969	897665
ROL-KLEEN	Brazil	4	Registered	18-Apr-2005	827348550	13-May-2008	827348550
ROL-KLEEN	South Africa	4	Registered	25-Nov-1991	919992	25-Nov-1991	919992
ROL KLEEN	Sweden	4	Registered	28-Dec-1981	816951	14-May-1982	181525
ROLLUB	Bosnia and Herzegovina	4	Registered (IR)	14-Oct-1969	361937	14-Oct-1969	361937
ROLLUB	Croatia	4	Registered (IR)	14-Oct-1969	361937	14-Oct-1969	361937
ROLLUB	Macedonia	4	Registered (IR)	14-Oct-1969	361937	14-Oct-1969	361937
ROLLUB	Serbia	4	Registered (IR)	14-Oct-1969	361937	14-Oct-1969	361937
ROLLUB	Switzerland	4	Registered (IR)	14-Oct-1969	361937	14-Oct-1969	361937
ROLLUB	EU	4	Registered	22-May-2009	8316572	29-Jun-2009	8316572

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Mark	Country	Class(es)	Status	Appl. Date	Appl. No.	Reg. Date	Reg. No.
ROLLUB	Germany	4	Registered	16-Jul-1969	L 16461	14-Oct-1969	861850
ROLLUB	China	40	Registered	19-Jun-2017	24856925	21-Jun-2018	24856925
ROLLUB	China	1	Registered	19-Jun-2017	24856926	21-Jun-2018	24856926
TANDEMOL	Canada	4	Registered	02-Sep-1969	0325553	21-Aug-1970	TMA170628
TANDEMOL	Italy	4	Registered	01-Mar-2002	TO2002584	03-Mar-2006	1497938
TANDEMOL	EU	4	Registered	31-Jul-2006	005230537	21-May-2007	005230537
TANDEMOL	UK	3	Registered	23-Dec-1982	1187617	23-Dec-1982	1187617
TANDEMOL	UK	4	Registered	23-Dec-1982	1187618	23-Dec-1982	1187618
TANDEMOL	US	4	Registered	15-May-1997	75292386	19-May-1998	2158959
TANDEMOL	Brazil	1, 4	Registered	25-Sep-1974	006286143	10-Apr-1976	006286143
TANDEMOL	South Korea	1, 4, 5	Registered	10-Feb-1989	40-1989-0002904	21-Jun-1990	4001944920000
TANDEMOL	India	4	Pending	24-May-2007	2756497		
TANDEMOL	India	1, 4	Registered	24-May-2007	1561744	21-May-2007	1561744
TANDEMOL (in Katakana)	Japan	1, 2, 4, 16, 28	Registered	24-Feb-1991	H03-018703	31-May-1994	2669357
TANDEMOL (in Katakana)	Japan	1, 2, 4	Registered	20-Dec-1990	H02-140789	31-May-1993	2543244
TANDEMOL	Australia	4	Registered	27-Mar-1995	656791	16-Jul-1996	656791
TEMPERSHIELD	Canada	4	Registered	13-Nov-2007	1371807	26-Jun-2009	TMA742728
TEMPERSHIELD	US	4	Registered	06-Nov-2007	77322532	08-Jul-2008	3461441
TEMPERSHIELD	Venezuela	4	Registered	04-Mar-2008	2008-003836	09-Dec-2008	P290316
TEMPERSHIELD	Argentina	4	Registered	20-Nov-2007	2787172	02-Dec-2008	2260707
TEMPERSHIELD	Brazil	4	Pending				
TEMPER SHIELD	China	4	Registered	26-Oct-2004	4329982	28-Dec-2007	4329982

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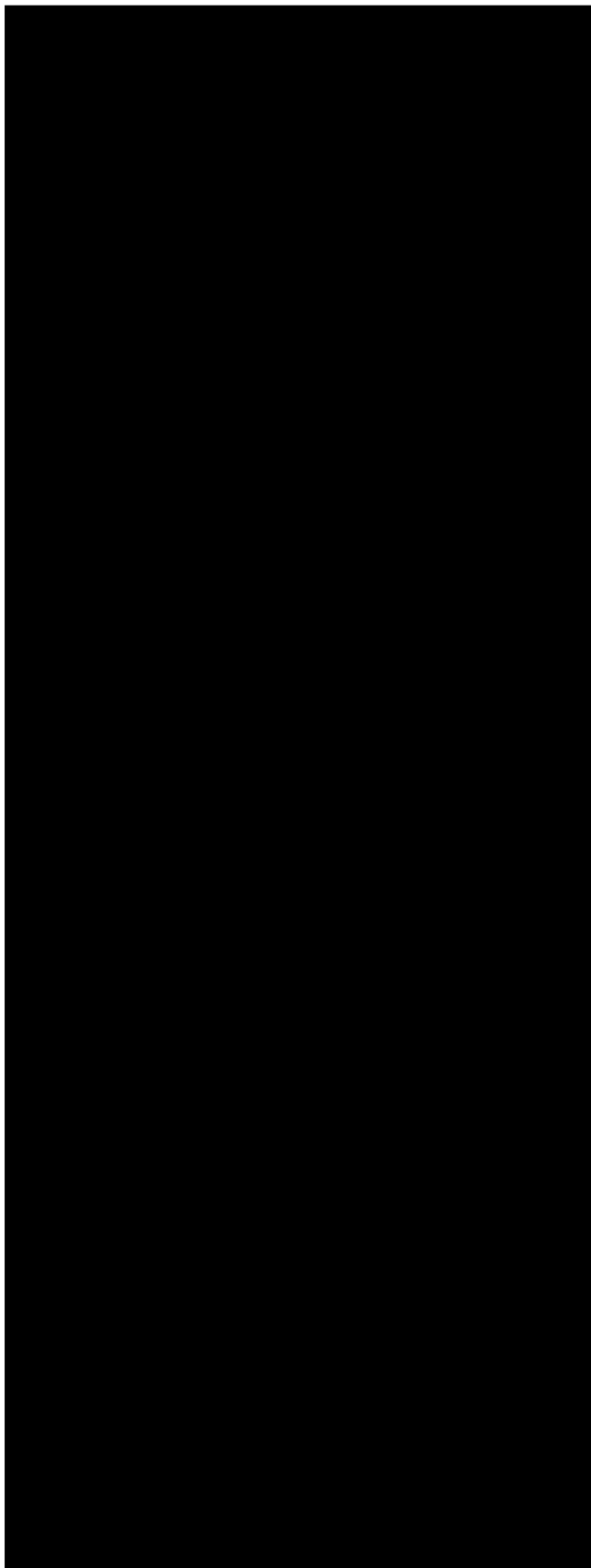


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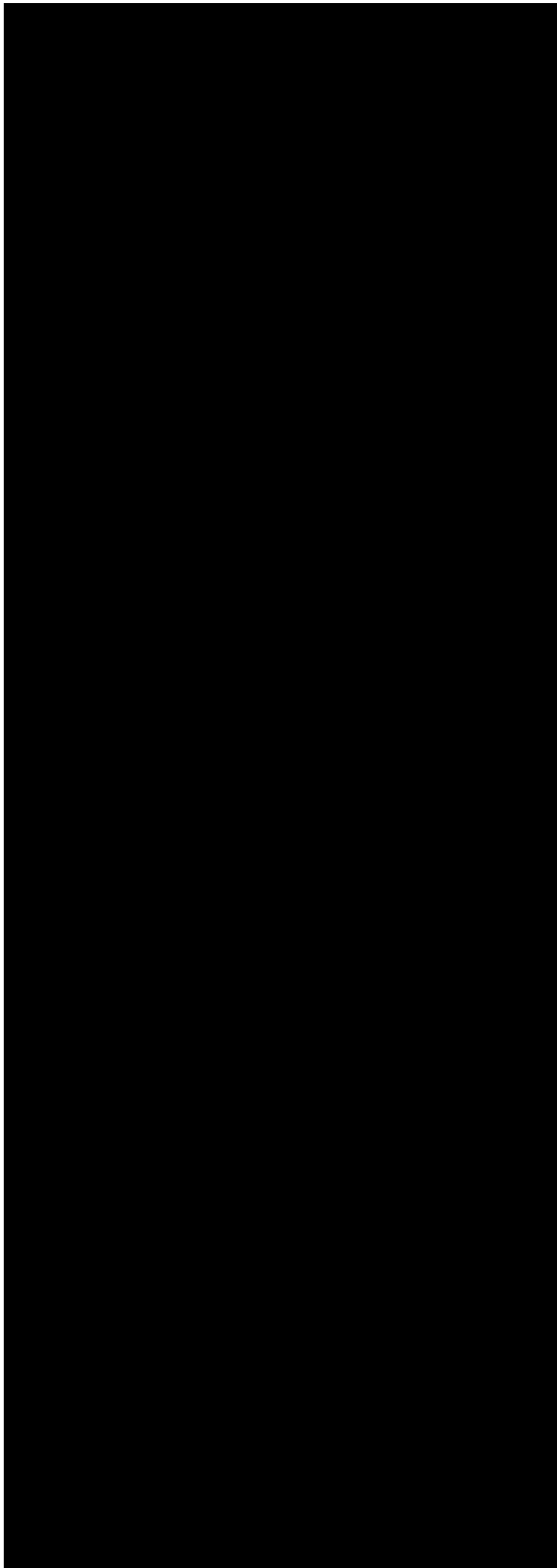
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Dated

September 16, 2020

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HOUGHTON TECHNICAL CORP.

as Assignor

and

TOTAL MARKETING SERVICES

as Assignee

AMENDMENT TO THE REITERATIVE ACT OF ASSIGNMENT OF THE INTELLECTUAL  
PROPERTY RIGHTS

TRADEMARK  
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**AMENDMENT TO THE REITERATIVE ACT OF ASSIGNMENT OF THE INTELLECTUAL  
PROPERTY RIGHTS**

**BETWEEN**

- (1) **HOUGHTON TECHNICAL CORP.**, a Delaware (United States) corporation having its registered office at 1011 Centre Road, Suite 322, Wilmington, Delaware 19805 (United States), file number 332910, (hereinafter referred to as the "Assignor")

Party of the first part,

**AND**

- (2) **TOTAL MARKETING SERVICES**, a company incorporated under French law whose registered office is located at 24 Cours Michelet, 92800 Puteaux (France), registered in the Nanterre Trade and Companies Register under number 542 034 921 16871 (hereinafter referred to as the "Assignee")

Party of the second part,

The Assignor and the Assignee are referred to individually as a "Party" and together as the "Parties". Capitalized terms used and not otherwise defined in this Amendment shall have the meanings given to such terms in the Reiterative Act of Assignment and in the Purchase Agreement.

**NOW, THEREFORE, IT HAS BEEN AGREED AS FOLLOWS:**

**Preamble**

The Parties have executed on 1<sup>st</sup> August 2019 a Reiterative Act of Assignment of the Intellectual Property Rights (referred to hereinafter as the "Reiterative Act") stipulating the main provisions of the Purchase Agreement, relating to the transfer of the Intellectual Property Rights, for the sole purpose of carrying out the formalities [REDACTED] and the registration of the competent Trademark Registers.

In the Reiterative Act, errors relating to the address of the Parties have been made.

The Parties now wish to make some amendments to the Reiterative Act in order to correct these errors, such amendments to enter into force as of the date of signature of the Reiterative Act, i.e. 1<sup>st</sup> August 2019.

All the terms of the Reiterative Act that are not amended by the terms set out in "Article 1 - Amendment to the Reiterative Act" below shall remain unchanged and in full force and effect.

**1 Amendment to the Reiterative Act**

- 1.1 In the first paragraph of page 2 of the Reiterative Act, the address below was erroneously indicated :

"(1) **HOUGHTON TECHNICAL CORP.**, a Delaware (United States) corporation having its registered office at 1011 Center Road, Suite 320, Wilmington, DE 19805 (United States), file number 332910.

Hereinafter referred to as the "Assignor"

The Parties wish to correct this error.

As such, first paragraph of page 2 of the Reiterative Act is removed and replaced by the following paragraph:

"(1) **HOUGHTON TECHNICAL CORP.**, a Delaware (United States) corporation having its registered office at 1011 Centre Road, Suite 322, Wilmington, Delaware 19805 (United States), file number 332910.

Hereinafter referred to as the "Assignor"

1.2 In the second paragraph of page 2 of the Reiterative Act, the address below was erroneously indicated :

"(2) **TOTAL MARKETING SERVICES**, a company incorporated under French law whose registered office is located at 24 Cours Michelet à Puteaux (France), registered in the Nanterre Trade and Companies Register under number 542 034 921 16871.

Hereinafter referred to as the "Assignee"

The Parties wish to correct this error.

As such, second paragraph of page 2 of the Reiterative Act is removed and replaced by the following paragraph:

"(2) **TOTAL MARKETING SERVICES**, a company incorporated under French law whose registered office is located at 24 Cours Michelet, 92800 Puteaux (France), registered in the Nanterre Trade and Companies Register under number 542 034 921 16871.

Hereinafter referred to as the "Assignee"

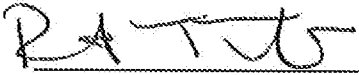
On September 16, 2020

On September 16, 2020

In two (2) originals.

HOUGHTON TECHNICAL CORP.

TOTAL MARKETING SERVICES

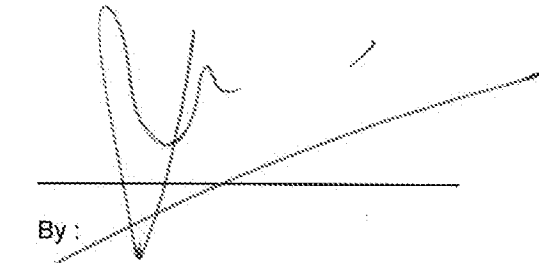


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By :

Robert T. Traub

Director



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By :

Patrice Yermia

Vice President Legal Affairs