

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cognis IP Management Gmbh		05/31/2021	Corporation: GERMANY
RECEIVING PARTY DATA			
Name:	Kensing, LLC		
Street Address:	2525 South Kensington Avenue		
City:	Kankakee		
State/Country:	ILLINOIS		
Postal Code:	60901		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	0983654	COVI-OX	
Registration Number:	5721407	COVITOL	
Registration Number:	0766621	COVITOL	
Registration Number:	1077191	GENEROL	
Registration Number:	1030410	GENEROL	
Registration Number:	2781944	COPHEROL	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Phone:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	063971-0027		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	06/03/2021		

OP \$165.00 0983654

Total Attachments: 10

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ASSIGNMENT OF TRADEMARKS AGREEMENT

This Assignment of Trademarks Agreement (this “**Assignment of Trademarks Agreement**”), is made and entered into as of this 31st day of May, 2021 by Cognis IP Management GmbH, a company registered at the regional court in Duesseldorf under the commercial register number HRB 50836 with an address at Rheinpromenade 1, 40789 Duesseldorf (hereinafter, the “**Assignor**”), and Kensing, LLC (formerly known as Denali Holdco, LLC), a Delaware limited liability company with an address at 2525 South Kensington Avenue, Kankakee, IL, 60901 (hereinafter, the “**Assignee**”). This Assignment of Trademarks is being entered into pursuant to that certain Asset Purchase Agreement, dated December 16, 2020 (the “**Purchase Agreement**”), by and between BASF Corporation, a Delaware corporation, as Seller, and Assignee, as Purchaser. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

Pursuant to the Purchase Agreement, in consideration of the mutual terms, covenants and conditions set forth herein and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Conveyance. Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to the trademarks, associated common law rights, and registrations described on Schedule A hereto (the “**Assigned Marks**”), together with the goodwill associated therewith and symbolized thereby. Such assignment includes without limitation all rights to sue or otherwise recover for past, present and future infringement of such Assigned Marks, and to receive all damages, payments, costs, and fees associated with the enforcement of such Assigned Marks, as well as all rights to license, assign, pledge, and/or otherwise exploit such Assigned Marks. Notwithstanding the foregoing, this Assignment will be construed as an agreement to assign to sell, convey, assign and transfer (and not a present sale, conveyance, assignment and transfer) of any Assigned Mark with respect to a jurisdiction in which this assignment, were it construed as a present sale, conveyance, assignment and transfer, would impair the subsequent lawful and effective execution and recordation of a necessary jurisdiction-specific form.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including domain name registrar) in the jurisdictions in which the Assigned Marks are assigned, to record Assignee as the owner of the Assigned Marks, and to issue any and all Assigned Marks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Marks.

3. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by Assignee to effect, perfect, register, maintain, defend, enforce or otherwise exploit the rights assigned herein, including without limitation: (a) the preparation and filing of jurisdiction-specific assignment forms and associated powers of attorney, apostilles, and other

documentation required or customary in certain jurisdictions; (b) the preparation and prosecution of any applications or registrations assigned herein; and (c) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to any facts relating to the rights assigned herein.


4. No Third Party Beneficiaries. Nothing expressed or implied in this Assignment and Assumption is intended or shall be construed to confer upon or give any Person, other than the parties hereto, any rights or remedies under or by reason of this Assignment and Assumption Agreement.

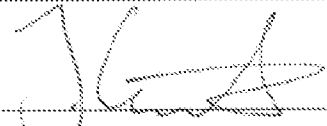
5. Miscellaneous. Nothing in this Assignment and Assumption diminishes, changes or modifies the representations, warranties, covenants and agreements of the parties hereto which are set forth in the Purchase Agreement. This Assignment and Assumption shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Each of the parties hereto agrees to execute and deliver such further agreements, instruments, deeds, documents and certificates and to take such further actions as the other party may reasonably request to further evidence, confirm and effect the transactions contemplated herein. This Assignment and Assumption may only be amended or modified by an agreement in writing signed by each party hereto. This Assignment and Assumption may be executed in counterparts and delivered by portable document format or facsimile (including PDF), each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than Delaware. The invalidity, illegality or unenforceability of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, the parties hereto shall negotiate in good faith to modify this Assignment and Assumption so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned hereby execute this Assignment of Trademarks Agreement effective as of the date first above written.

COGNIS IP MANAGEMENT GMBH

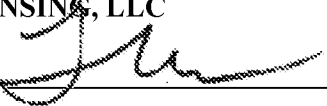
By: 
Name: Roald Guesgen
Title: Authorized Signatory
Date: May 31, 2021

By: 
Name: Juergen Reinhardt
Title: Authorized Signatory
Date: May 31, 2021

[Signature Page to the Assignment of Trademarks Agreement]

IN WITNESS WHEREOF, the undersigned hereby execute this Assignment of Trademarks Agreement effective as of the date first above written.

KENSING, LLC

By:  _____

Name: Tony W. Lee

Title: Secretary & Treasurer

Date: May 31, 2021

[Signature Page to the Assignment of Trademarks Agreement]

TRADEMARK
REEL: 007316 FRAME: 0029

Schedule A
Assigned Marks

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Class(es)	(Class) Description of Goods	Status	Owner
United States	COVI-OX	72456139 30-APR-1973	0983654 14-MAY-1974	1	(1) anti-oxidant for use in foods, pharmaceuticals and cosmetics	Renewed in 2014	Cognis IP Management GmbH
United States	COVITOL	88097973 29-AUG-2018	5721407 09-APR-2019	5	(5) vitamin e concentrate for dietary supplements; vitamin e concentrate for beverages	Registered in 2019	Cognis IP Management GmbH
United States	COVITOL	72169427 22-MAY-1963	0766621 17-MAR-1964	5	(5) liquid and dry vitamin e concentrate for pharmaceuticals, medicines and feeds	Renewed in 2014	Cognis IP Management GmbH
United States	GENEROL	73074060 12-JAN-1976	1077191 15-NOV-1977	1	(1) sterols and derivatives of sterols for use in the manufacture of drugs and cosmetics	Renewed in 2017	Cognis IP Management GmbH
United States	GENEROL	73022083 21-MAY-1974	1030410 20-JAN-1976	1	(1) sterols for industrial use	Renewed in 2016	Cognis IP Management GmbH
China	COVI OX	293697 14-OCT-1986	293697 20-JUL-1987	1	(1) natural mixed tocopherol concentrate (non-pharmaceutical)	Renewed	Cognis IP Management GmbH
China	COVITOL	293698 14-OCT-1986	293698 20-JUL-1987	30	(30) concentrated natural vitamin e (non-pharmaceutical)	Registered	Cognis IP Management GmbH
Canada	COVI-OX	432181 17-NOV-1978	TMA243267 18-APR-1980	1	(1) anti-oxidant for use in foods, pharmaceuticals and cosmetics.	Registered	Cognis IP Management GmbH
Canada	COVITOL	343755 21-JUN-1971	TMA184077 30-JUN-1972	5	(1) liquid and dry vitamin e concentrate for pharmaceuticals, medicines and feeds.	Registered	Cognis IP Management GmbH
Spain	COVITOL	891521 M 06-NOV-1978	891521 M 05-JUL-1979	5	(5) liquid and solid concentrates of vitamin e, for pharmaceuticals, for medicines and feed.	Registered	Cognis IP Management GmbH
Germany	COVI OX	G 26336 02-NOV-1978	990522 18-SEP-1979	1	(1) industrial chemicals, in particular antioxidants for use in the making of foodstuffs, pharmaceutical industry and cosmetics	Registered	Cognis IP Management GmbH
Switzerland	COVI OX	5047/1978 17-OCT-1978	2P-297012 15-JAN-1979	1 3 5	(1) anti oxidants used in foodstuffs, pharmaceutical and cosmetic	Registered	Cognis IP Management GmbH
Taiwan	COVI OX	068012847 13-JUL-1979	00123515 16-NOV-1979	1 5	類抗氧化劑。	Registered	Cognis IP Management GmbH

TRADEMARK
REEL: 007316 FRAME: 0030

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Class(es)	(Class) Description of Goods	Status	Owner
Brazil	COVI-OX	007224320 30-AUG-1979	007224320 25-AUG-1980	1	(1) antioxidants for use in foodstuffs, pharmaceutical products and cosmetics;	Registered	Cognis IP Management GmbH
Benelux	COVI-OX	41122 17-OCT-1978	R 355316 Rnw 30-MAY-2008	1	(1) products anti-oxidants for the foodstuffs, pharmaceutical preparations and cosmetics.	Registered	Cognis IP Management GmbH
Denmark	COVI-OX	VA 002241 1979 31-MAY-1979	VR 000212 1980 11-JAN-1980	1	(1) antioxidants for use in foods, pharmaceuticals and cosmetics.	Registered	Cognis IP Management GmbH
Italy	COVI-OX	362019000038981 29-MAR-2019	362019000038981 30-OCT-2019	1	(1) chemicals for industry, science, photography, as well as agriculture, horticulture and forestry; unprocessed artificial resins, unprocessed plastics; soil fertilizers; compositions to extinguish the fire; metal tempering and welding preparations; chemicals used to preserve food; tanning materials; adhesives (adhesives) intended for industry. products subject to protection not included in the nice-nigs classification; antioxidants for food, pharmaceuticals, cosmetics ; antioxidants for food, pharmaceuticals, cosmetics.	Registered	Cognis IP Management GmbH
Norway	COVI-OX	197901490 28-MAY-1979	109283 30-APR-1981	1	(1) whole class.	Registered	Cognis IP Management GmbH
Sweden	COVI-OX	1979/02911 29-MAY-1979	170768 25-JAN-1980	1	(1) anti-oxidants for use i food, pharmaceutical products and make up	Registered	Cognis IP Management GmbH
Turkey	COVI-OX	82/074129 (82074129) 14-JUN-1992	135015	1 5	foods, pharmaceutical agents and anti-oxidant agents for use in cosmetics.	Registered	Cognis IP Management GmbH
United Kingdom	COVI-OX	1103128 18-OCT-1978	1103128 18-OCT-1978	1	(1). antioxidants for use in industry.	Registered	Cognis IP Management GmbH
Australia	COVI-OX	333432 29-MAY-1979	333432 29-MAY-1979	1	(1) anti-oxidants in this class for use in foods, cosmetics	Registered	Cognis IP Management GmbH
New Zealand	COVI-OX	128234 (00128234) 28-MAY-1979	128234 14-APR-1983	1	(1) chemical substances for preserving foodstuffs; chemical products used in industry and science including anti-oxidants for use in the foodstuffs, pharmaceutical, and cosmetic industries	Registered	Cognis IP Management GmbH
Brazil	COVITOL	812213645 02-OCT-1985	812213645 14-JUL-1987	1 2 3 4 5 17 21 31 35	substances and chemicals intended for industry and science.	Registered	Cognis IP Management GmbH

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REEL: 007316 FRAME: 0031

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Class(es)	(Class) Description of Goods	Status	Owner
Denmark	COVITOL	VA 004377 1978 17-OCT-1978	VR 000245 1980 11-JAN-1980	5	(5) liquid and dry concentrates of vitamin e for use in pharmaceutical and medical preparations and in foodstuffs for animals and humans.	Registered	Cognis IP Management GmbH
Germany	COVITOL	G 26335 02-NOV-1978	1051648 29-JUL-1983	5	(5) pharmaceutical and veterinary products, namely vitamin e preparation for use in reproprocessing industry	Registered	Cognis IP Management GmbH
Italy	COVITOL	362020000087643 27-MAY-2020	362020000087643 12-JUN-2020	5 31	(5) vitamin and liquid and dry concentrated pharmaceuticals. 31 liquid vitamin for feeding animals and poultry	Registered	Cognis IP Management GmbH
Norway	COVITOL	197803027 03-NOV-1978	104877 24-APR-1980	5	(5) vitamin preparations and vitamin e concentrates.	Registered	Cognis IP Management GmbH
Sweden	COVITOL	1978/05492 31-OCT-1978	179927 05-FEB-1982	5	(5) liquid and dry e vitamin concentrate for pharmaceutical, pharmaceutical preparations and food	Registered	Cognis IP Management GmbH
Switzerland	COVITOL	5166/1978 30-OCT-1978	2P-297294 05-FEB-1979	5	(5) vitamin concentrates e in liquid form and solid	Registered	Cognis IP Management GmbH
Turkey	covitol	90/000708 (90000708) 08-OCT-1989	116178	5	(5) the pharmaceutical compositions, drugs and vitamin e for the concentrated liquid or dry foodstuffs.	Registered	Cognis IP Management GmbH
United Kingdom	COVITOL	1116230 21-JUN-1979	1116230 21-JUN-1979	5	(5) pharmaceutical and veterinary preparations and substances; infants' and invalids' foods; vitamin preparations.	Registered	Cognis IP Management GmbH
Indonesia	COVITOL	R002012005757 06-MAY-2012	IDM000368226 11-SEP-2012	5	(5) concentrated vitamin e liquid and solid for pharmaceutical, medicinal and food products.	Registered	Cognis IP Management GmbH
Taiwan	COVITOL	067017068 07-NOV-1978	00112371 01-APR-1979	1 5	類維他命、維他命e、綜合維生素、醫療補助用營養製劑。	Registered	Cognis IP Management GmbH
Australia	COVITOL	323161 19-OCT-1978	323161 19-OCT-1978	1	(1) liquid and dry vitamin e concentrate for use in manufacture in the pharmaceutical, cosmetics and food/feed industries	Registered	Cognis IP Management GmbH
New Zealand	COVITOL	125510 (00125510) 01-DEC-1978	125510 27-SEP-1981	5	(5) pharmaceutical and medicinal preparations and substances; medicinal animal foodstuff and ingredients in this class therefor; infants' and invalids' foods; and ingredients in this class for all the aforesaid goods including vitamin e concentrates	Registered	Cognis IP Management GmbH

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REEL: 007316 FRAME: 0032

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Class(es)	(Class) Description of Goods	Status	Owner
India	COVI-OX	350781 28-JUN-1979	Row 28-JUN-2007	1	(1) anti-oxidants being chemical products for use in foods, pharmaceuticals and cosmetics.	Registered	Cognis IP Management GmbH
India	COVITOL	342482 09-NOV-1978	Row 09-NOV-2016	5	(5) vitamin "e" concentrates, vitamin "e" concentrates.	Registered	Cognis IP Management GmbH
France	COVITOL	INPI 230548 Centralised Number 230548 03-AUG-1990	Row 20-MAY-2010 N 1607709	5	(5) preparations containing vitamins	Registered	Cognis IP Management GmbH
Germany	GENEROL	G 24558 06-MAY-1976	970467 21-APR-1978	1	(1) industrial chemicals, namely sterol for use in the making of pharmaceutical industry, foodstuffs, foodstuffs for animals and cosmetics and by fermentation processes	Registered	Cognis IP Management GmbH
Italy	GENEROL	362016000031475 25-MAR-2016	04-APR-2017	1	(1) whole class particularly sterols of all types including those used for the pharmaceutical cosmetic and food fermentation	Registered	Cognis IP Management GmbH
United Kingdom	GENEROL	B1066690 03-AUG-1976	B1066690 03-AUG-1976	1	(1) chemical products for use in industry.	Registered	Cognis IP Management GmbH
France	COVI OX	INPI 965243 Centralised Number 965243 07-NOV-1988	Row 31-AUG-2018 N 1497031	1	(1) industrial chemicals, science (except medical science), photography, agriculture, horticulture, forestry, artificial resins and synthetic, unprocessed plastics (in powder form, liquids or pastes), in particular anti oxidants applicable in foodstuffs, pharmaceutical and cosmetic	Registered	Cognis IP Management GmbH
France	GENEROL	INPI 801551 Centralised Number 801551 17-JUN-1986	Row 18-APR-2016 N 1359292	1 3 5	industrial chemicals and science, in particular sterols all types and, namely, these used in pharmaceutical industry, fermentations, of food and cosmetic, preparations for bleaching and other substances for washing, preparations for cleaning, polishing, degreasing and abrading, soap, perfume, essential oils, cosmetic, hair lotions, dentifrices, pharmaceutical preparations, veterinary and hygienic	Registered	Cognis IP Management GmbH
Japan	COVI-OX	S53-083409 16-NOV-1978	1621791 27-OCT-1983	1	(1) chemicals	Registered	Cognis IP Management GmbH

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REEL: 007316 FRAME: 0033

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Class(es)	(Class) Description of Goods	Status	Owner
Japan	COVITOL	S53-083408 16-NOV-1978	1968390 23-JUL-1987	1	(1) vitamins, medicines, food for diet therapy, health foods, chemicals and chemicals based on vitamins to be used in food production	Registered	Cognis IP Management GmbH
Mexico	COVITOL	27-APR-1971	168791 Rnw AUG-2001	1	no goods available	Registered	COGNIS IP Management GmbH
South Africa	COVITOL	78/4999 17-OCT-1978	78/4999	5	(5) pharmaceutical, veterinary and medical substances and preparations, including vitamin e concentrate for pharmaceuticals, medicines and feed included in this class, infants' and invalids' foods, sanitary substances	Registered	Cognis IP Management GmbH
South Africa	COVI OX	79/2777 29-MAY-1979	79/2777	1	(1) anti-oxidants for use in the food, pharmaceutical and cosmetics industries	Registered	Cognis IP Management GmbH
Mexico	COVI-OX	271384 (271384T) 19-AUG-1996	531201 17-SEP-1996	5	(5) natural vitamin compounds E.	Renewed	COGNIS IP Management GmbH
Thailand	COVITOL	599462 09-AUG-2005	246459	1	(1) chemical preparations used in the food and beverage industry; chemical preparations used in the manufacture of food and beverages; the chemical additives used in the preparation of the principles of nutrition; the chemical additives used in the preparation of value-based nutrition; the artificial resin is processed; the plastic is processed organic compounds used in firefighting; the preparation in plating a solid the preparation used in soldering; chemical preservation a substance used in tanning adhesives used in industry.	Registered	กอนิส ไอพี แมนาเจม้นท์ ลิมีเตด Transliterated Owner: Cognis IP Management GmbH
Thailand	COVITOL	599463 09-AUG-2005	241530	5	(5) medicines used on the stomach and intestines; medicines used to endocrine system; medication use with muscle and bone supplements as nutrition and additives valuable as nutrition; medical additives; medical nutrition for adults and children over four years old vitamins by diet; the medical cooking for kids plaster surgical and medical wound dressing; filling materials leavened bee dental disinfectant substances prepared using pesticides and harmful animals fungicides and herbicides.	Registered	กอนิส ไอพี แมนาเจม้นท์ ลิมีเตด Transliterated Owner: Cognis IP Management GmbH
Estonia	COPHEROL	92-00310 01-OCT-1992	21668 11-DEC-1996	1	(1) Chemicals used in industry; chemical substances for cosmical, pharmaceutical and foodstuff industries; except of boron and/or its compounds.	Registered	Cognis IP Management GmbH

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REEL: 007316 FRAME: 0034

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Class(es)	(Class) Description of Goods	Status	Owner
Germany (Federal Republic of)	COPHEROL	H50035/1 08-MAY-1982	1034717 22-JUN-1982	1	(1) Chemische Erzeugnisse für gewerbliche Zwecke, nämlich Grundstoffe und Zwischenprodukte für die pharmazeutische, Lebensmittel- und Kosmetikindustrie.	Registered	Cognis IP Management GmbH
Latvia	COPHEROL	M92852 26-AUG-1992	M30461 20-JUL-1995	1	(1) Chemische Produkte für industrielle Zwecke; Grund- und Zwischenstoffe für die kosmetische, pharmazeutische und Lebensmittel-Industrie.	Registered	Cognis IP Management GmbH
Lithuania	COPHEROL	1981/ZP 31-AUG-1992	20602 21-NOV-1994	1	(1) Chemische Produkte für industrielle Zwecke, Grund- und Zwischenstoffe für die kosmetische, pharmazeutische und Lebensmittelindustrie.	Registered	Cognis IP Management GmbH
United States of America	COPHEROL	78166797 23-SEP-2002	2781944 11-NOV-2003	1	(1) Chemicals for use in the manufacture of skin and body care preparations; skin and body cleansing preparations; deodorants; shampoos foam and shower bath preparations; styling preparations; hair aftertreatment products or a wide variety of goods for use in the cosmetic, pharmaceutical and food products industries	Registered	Cognis IP Management GmbH

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