

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM654079

<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>
Henkel IP and Holding GmbH		05/01/2021	Limited Liability Company: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCLAD Technology Corporation		
<b>Street Address:</b>	No. 81-1, Gongye Rd., Toufen City		
<b>City:</b>	Miaoli County		
<b>State/Country:</b>	TAIWAN		
<b>Postal Code:</b>	351		
<b>Entity Type:</b>	Corporation: TAIWAN		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5272057	TCLAD	
<b>Registration Number:</b>	2844581	T-CLAD	
<b>Registration Number:</b>	1622499	THERMAL CLAD	
<b>Registration Number:</b>	1778307	IMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3103885587		
<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>	3109098535		
<b>Email:</b>	naquintero@quinterolaw.com		
<b>Correspondent Name:</b>	NELSON QUINTERO		
<b>Address Line 1:</b>	615 HAMPTON DRIVE SUITE A202		
<b>Address Line 4:</b>	VENICE, CALIFORNIA 90291		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Nelson A. Quintero		
<b>Address Line 1:</b>	615 Hampton Drive Unit A202		
<b>Address Line 4:</b>	Venice, CALIFORNIA 90291		
<b>NAME OF SUBMITTER:</b>	Nelson A. Quintero		

OP \$115.00 5272057

<b>SIGNATURE:</b>	/Nelson A. Quintero/
<b>DATE SIGNED:</b>	06/15/2021
<b>Total Attachments: 6</b> source=101-435X_assn#page1.tif source=101-435X_assn#page2.tif source=101-435X_assn#page3.tif source=101-435X_assn#page4.tif source=101-435X_assn#page5.tif source=101-435X_assn#page6.tif	

**TRADEMARK ASSIGNMENT AGREEMENT**

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "**Assignment**") dated as of May 1, 2021, is by and between Henkel IP and Holding GmbH, a German limited liability company ("**Assignor**") and TCLAD Technology Corporation, a corporation organized under the laws of Taiwan ("**Assignee**"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

**WHEREAS**, an Affiliate of Assignor, Henkel US Operations Corporation ("**Seller Parent**") and the Assignee are parties to that certain Asset Purchase Agreement, dated as of July 8, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "**Purchase Agreement**"), pursuant to which, among other things, the Seller Parent agreed to assign, or cause its Affiliates to assign, to the Assignee certain Trademarks;

**WHEREAS**, Assignor owns all right, title and interest in and to certain Trademarks set forth on Schedule 2.1(e)(iii) of the Purchase Agreement (and as further set forth on Exhibit A hereto, the "**Assigned Trademarks**"); and

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest to the Assigned Trademarks.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, 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 sells, conveys, assigns and transfers to Assignee, and Assignee hereby acquires and accepts all of the Assignor's worldwide right, title and interest in, to and under the Assigned Trademarks and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks, and all income, royalties, damages and payments due or payable as of the date hereof or thereafter, including damages and payments for past, present or future infringements, dilutions, violations or misappropriations thereof, the right to sue and recover for past, present or future infringements, dilutions, violations or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

2. **Recordation.** The Assignor hereby requests and authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and any other applicable government officer, to record the Assignee as the owner of the Assigned Trademarks, as assignee of the entire right, title and interest in and to the same. The Assignee shall have the right to record this Assignment with all applicable government officers so as to perfect its ownership of the Assigned Trademarks. Following the date hereof, upon Assignee's reasonable request and at Assignee's expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee.

3. **Terms of the Purchase Agreement.** Nothing expressed or implied in this Assignment is intended to or shall (or shall be construed or deemed to) modify, expand or limit in any way the provisions of the Purchase Agreement. In the event of any conflict, ambiguity or inconsistency between any provision of this Assignment, on the one hand, and any provision of the Purchase Agreement, on the other hand, the provision of the Purchase Agreement shall govern and control. Without limiting the generality of the foregoing, Assignee hereby acknowledges and agrees that Assignor does not make any representation or warranty, express or implied, with respect to the Assigned Trademarks hereunder without limiting any representation or warranty given in the Purchase Agreement.

4. **Successors and Assigns.** This Assignment will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns.

5. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

6. **Jurisdiction.** With respect to any Action relating to this Assignment, each party irrevocably (i) agrees and consents to be subject to the jurisdiction of the Chancery Court of the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the state of Delaware) and (ii) waives any objection which it may have at any time to the laying of venue of such Action brought in any such court, waives the right to object, with respect to such Action, that such court does not have any jurisdiction over such party. Mailing of process or other papers in connection with any such Action to Seller Parent or Purchaser, as applicable, in accordance with Section 10.1 of the Purchase Agreement shall be deemed to be valid and sufficient service thereof to Assignor or Assignee, respectively, and the parties hereby waive any objections to service accomplished in the manner herein provided.

7. **WAIVER OF JURY TRIAL.** THE PARTIES AGREE THAT THEY HEREBY IRREVOCABLY WAIVE AND AGREE TO CAUSE THEIR RESPECTIVE AFFILIATES TO WAIVE, THE RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS ASSIGNMENT.

8. **No Third-Party Beneficiaries.** This Assignment is for the sole benefit of the parties (and their respective successors and permitted assigns), and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

9. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment (delivered by e-mail or otherwise) shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.


\* \* \*

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed, as of the date first written above.

**ASSIGNOR:**

**HENKEL IP AND HOLDING GMBH**

By: 

Name: MICHAEL TODD

Title: Managing Director

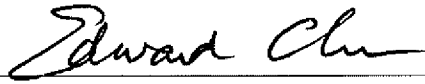
By: 

Name: Philippe GUEGAN  
Head of Marketing

Title:

**ASSIGNEE:**

**TCLAD TECHNOLOGY CORPORATION**

By: 

Name: Dr. Edward Chu

Title: Chairman

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 007327 FRAME: 0679**

## EXHIBIT A

### Trademarks

Trademark	Country	Application number	Registration Date	Registration Number	Status
IMS	Hong Kong	9807/91	7/8/1991	02280/93	Registered
IMS	Russian Federation	93047334	5/17/1996	142019	Registered
IMS	Taiwan	86054666	12/16/1998	830670	Registered
IMS	United States	74/183287	6/22/1993	1778307	Registered
IMS	European Union	017971582	3/28/2019	17971582	Registered
TCLAD	Canada	1766717	7/12/2018	TMA1000714	Registered
TCLAD	China	18562729	2/28/2017	18562729	Registered
TCLAD	China	25395996			Pending- opposed; Opp sustained; review requested
TCLAD	Hong Kong	303605210	11/23/2015	303605210	Registered
TCLAD	Malaysia	2015012801	12/14/2015	2015012801	Registered
TCLAD	Mexico	1683290	11/23/2015	1666919	Registered
TCLAD	Philippines	4-2015-507234	6/2/2016	4-2015-00507234	Registered
TCLAD	Republic of Korea	40-2015-0090198	5/3/2018	40-1356246	Registered
TCLAD	Singapore	40201521169Q	12/2/2015	40201521169Q	Registered
TCLAD	Taiwan	104070276	5/1/2017	1838081	Registered
TCLAD	Thailand	1018820	10/9/2018	181122710	Registered
TCLAD	United States	86/891594	8/22/2017	5272057	Registered
TCLAD	European Union	014819882	3/23/2016	014819882	Registered
T-CLAD	Australia	978147	7/4/2005	978147	Registered
T-CLAD	Canada	1195934	6/28/2005	TMA643223	Registered
T-CLAD	China	3805233	8/7/2005	3805233	Registered
T-CLAD	Japan	111447/2003	7/9/2004	4785273	Registered
T-CLAD	Taiwan	92065726	12/1/2004	01128983	Registered
T-CLAD	United States	76/526004	5/25/2004	2844581	Registered
T-CLAD	European Union	003537081	8/8/2005	003537081	Registered
THERMAL CLAD	Hong Kong	94/11348	9/28/1994	B1850/97	Registered
THERMAL CLAD	Japan	32110/91	11/30/1993	2599484	Registered
THERMAL CLAD	Republic of Korea	9249/91	6/16/1992	240972	Registered
THERMAL CLAD	Taiwan	80-17290	10/16/1991	538860	Registered
THERMAL CLAD	United States	73/811476	11/13/1990	1622499	Registered
THERMAL CLAD	European Union	009837956	1/2/2012	009837956	Registered
THERMAL-CLAD	Russian Federation	93047828	6/16/1995	128348	Registered
THERMAL-CLAD	Ukraine	T3A05185	4/30/1998	9663	Registered