

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEXION INVESTMENTS INC.		04/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HEXION VAD LLC		
Street Address:	1800 Meidinger Tower		
Internal Address:	Suite 1800		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0788887	BAKELITE	
Registration Number:	0166026	DURITE	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	One Manhattan West		
Address Line 2:	Monique L. Ribando		
Address Line 4:	New York, NEW YORK 10001-8602		
ATTORNEY DOCKET NUMBER:	077370/57		
NAME OF SUBMITTER:	Allison Lasher		
SIGNATURE:	/Allison Lasher/		
DATE SIGNED:	08/30/2021		
Total Attachments: 5			
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Trademark Assignment Agreement

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into on April 30, 2021 by HEXION INVESTMENTS INC. ("Assignor"), in favor of HEXION VAD LLC ("Assignee") (each a "Party" and collectively, the "Parties").

WHEREAS, pursuant to that certain Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"); Assignor has conveyed, assigned and transferred to Assignee all of Assignor's rights in and to certain intellectual property, including the trademark registrations and applications identified on Schedule 1 hereto (collectively, the "Trademarks"), and all goodwill connected with the use of or symbolized thereby;

WHEREAS, pursuant to the Purchase Agreement, the Assignee has acquired and accepted all of Assignor's rights in and to such intellectual property, including the Trademarks; and

WHEREAS, the Parties wish to record such assignment in the applicable intellectual property offices, including the United States Patent and Trademark Office.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the mutual agreements set forth in this Assignment and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Capitalized terms used herein and not defined herein have the meanings set forth in the Purchase Agreement.

2. Assignor hereby conveys, assigns, and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under (i) the Trademarks, (ii) all goodwill connected with and symbolized by the Trademarks, (iii) all common law rights, rights of priority and renewals to the extent associated with the Trademarks and (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to the Trademarks, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof to the full end of the term or terms for which said Trademarks may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor without this assignment.

3. Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee of all of Assignor's right, title and interest in and to the Trademarks in the appropriate jurisdiction and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications. The parties hereby acknowledge and affirm that their respective rights in and to the Trademarks are more fully set forth in the Purchase Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

4. This Assignment is subject to all the terms and conditions of the Purchase Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Assignment is for recordation purposes only, and its terms shall not modify and shall be subject to the applicable terms and conditions of the Purchase Agreement, which govern the Parties' rights and interests in the Business IP.

5. Other than as set forth in the Purchase Agreement, this Assignment is made without warranty, representation, or guaranty by, or recourse against, any party of any kind or nature, express, implied, or otherwise.

6. From time to time, pursuant to Assignee's request, and without further consideration by Assignee, Assignor shall execute, deliver and acknowledge such other instruments and documents of conveyance and transfer or assumption and shall take such other actions and shall execute and deliver such other documents, certifications and further assurances as Assignee may reasonably request in order to confirm Assignee's title to any of the Trademarks including, without limitation, in order to enable Assignee (at Assignee's expense) to record its ownership of the Trademarks in relevant U.S. and foreign local, state and national intellectual property offices.

7. This Assignment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same agreement. This Assignment may be executed and delivered in counterpart signatures delivered via electronic transmission and any such counterpart so delivered shall be deemed to be an original instrument.

8. This Assignment shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to principles of conflicts of laws.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR

HEXION INVESTMENTS INC.

By: 

Name: Mark D. Bidstrup

Title: Sr. Vice President, Treasurer

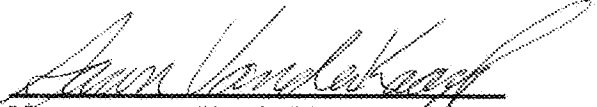
[Signature Page to Trademark Assignment Agreement]

TRADEMARK
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IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNEE

HEXION VAD LLC

By: 

Name: Aaron VanderKaay

Title: Vice President & Secretary

SCHEDULE 1

Trademark Registrations and Applications

Trademark	Status	Case Type	Country	Division	App. No.	Filing Date	Reg. No.	Reg. Date	Current Owner
Bakelite (Word)	Registered	ORD	CA	EP05E	37251900	13-Feb-1974	TMA208282	18-Jul-1975	Hexion Investments Inc.
Bakelite (Word)	Registered	ORD	CA	EP05E	0066243	30-Apr-1909	TMDA13642	30-Apr-1909	Hexion Investments Inc.
Bakelite (Word)	Registered	ORD	US	EP05E	72187976	04-Mar-1964	788887	04-May-1965	Hexion Investments Inc.
CELLOBOND	Registered	ORD	MY	EP05E	M/098956	08-Mar-1983	M/098956	08-Mar-1983	Hexion Investments Inc.
CELLOBOND	Registered	ORD	MY	EP05E			M/051898	20-Mar-1969	Hexion Investments Inc.
DURITE	Registered	ORD	AU	EP05N	771345	26-Aug-1998	771345	13-Apr-1999	Hexion Investments Inc.
DURITE	Registered	ORD	CA	EP05N	0112866	08-Feb-1923	TMDA33000	10-Mar-1923	Hexion Investments Inc.
DURITE	Registered	ORD	CN	EP05N	950314428	27-Oct-1995	1008125	21-May-1997	Hexion Investments Inc.
DURITE	Registered	ORD	HK	EP05N	95/14454	14-Nov-1995	199802504	13-Mar-1998	Hexion Investments Inc.
DURITE	Registered	ORD	ID	EP05N	D95/19701	23-Oct-1995	IDM000045246	30-Aug-1996	Hexion Investments Inc.
DURITE	Registered	ORD	KR	EP05N	43527/1995	16-Nov-1995	375357	23-Sep-1997	Hexion Investments Inc.
DURITE	Registered	ORD	MO	EP05N	N/071727	18-Dec-2012	N/071727	13-Nov-2013	Hexion Investments Inc.
DURITE	Registered	ORD	MX	EP05N	121818	04-Sep-1991	403651	15-Jan-1992	Hexion Investments Inc.
DURITE	Registered	ORD	MY	EP05N	95/11618	01-Nov-1995	95011618	01-Nov-2002	Hexion Investments Inc.
DURITE	Registered	ORD	NZ	EP05N	297183	25-Aug-1998	297183	05-Oct-2000	Hexion Investments Inc.
DURITE	Registered	ORD	TH	EP05N	298221	28-Nov-1995	KOR53828	28-Nov-1995	Hexion Investments Inc.
DURITE	Registered	ORD	TW	EP05N	101068395	03-Dec-2012	1593064	16-Aug-2013	Hexion Investments Inc.
DURITE	Registered	ORD	US	EP05N	71163717	11-May-1922	166026	27-Mar-1923	Hexion Investments Inc.
DURITE in Katakana	Registered	ORD	JP	EP05N	71135/86	07-Jul-1986	2080756	30-Sep-1998	Hexion Investments Inc.