

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUN CHEMICAL CORPORATION		07/31/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DCL CORPORATION (BP), LLC		
Street Address:	1506 Bushy Park Road		
City:	Goose Creek		
State/Country:	SOUTH CAROLINA		
Postal Code:	29445		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1232426	PERRINDO	
Registration Number:	1235969	QUINDO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3124643100		
Email:	trademarks@loeb.com		
Correspondent Name:	Tatyana Gilles		
Address Line 1:	321 N. Clark Street, Suite 2300		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	211230-10001		
NAME OF SUBMITTER:	Tatyana V. Gilles		
SIGNATURE:	/Tatyana V. Gilles/		
DATE SIGNED:	09/29/2021		
Total Attachments: 7			
source=DCL CORPORATION (BP), LLC - Trademark Assignment Agreement (Executed)#page1.tif			
source=DCL CORPORATION (BP), LLC - Trademark Assignment Agreement (Executed)#page2.tif			
source=DCL CORPORATION (BP), LLC - Trademark Assignment Agreement (Executed)#page3.tif			

OP \$65.00 1232426

source=DCL CORPORATION (BP), LLC - Trademark Assignment Agreement (Executed)#page4.tif
source=DCL CORPORATION (BP), LLC - Trademark Assignment Agreement (Executed)#page5.tif
source=DCL CORPORATION (BP), LLC - Trademark Assignment Agreement (Executed)#page6.tif
source=DCL CORPORATION (BP), LLC - Trademark Assignment Agreement (Executed)#page7.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (together with all Appendices hereto, this “Agreement”), dated as of July 31, 2021 (the “Effective Date”), is entered into by and among SUN CHEMICAL CORPORATION, a Delaware corporation, and SUN CHEMICAL B.V. (collectively, “Assignor”), on the one hand, and DCL CORPORATION (BP), LLC, a Delaware limited liability company (“Assignee” and together with Assignor, the “Parties”).

RECITALS

WHEREAS, Assignor (or one of its Affiliates) and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 6, 2021 (as amended by that certain Amendment No. 1 to the Asset Purchase Agreement, dated as of May 25, 2021) (the “APA”), pursuant to which, *inter alia*, Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase and assume from Assignor, the Purchased Assets (as defined in the APA), including the Transferred Trademarks (as defined below), upon the terms and subject to the conditions set forth in the APA;

WHEREAS, this Agreement is a Transaction Document pursuant to the APA; and

WHEREAS, pursuant to the APA, Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase and assume from Assignor, all of Assignor’s right, title and interest in and to the trademarks identified in Appendix A hereto (the “Transferred Trademarks”).

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties, intending to be legally bound, agree as follows:

Section 1.1. Assignment. Assignor does hereby sell, transfer, convey and assign unto Assignee, and Assignee hereby accepts and receives, all of Assignor’s entire right, title and interest in, to and under the Transferred Trademarks, including, without limitation, (a) the goodwill of the business associated with the Transferred Trademarks, and (b) any and all legal actions and rights and remedies at law or in equity for past, present, or future infringements, misappropriations, or other violations of the Transferred Trademarks, including without limitation the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith, and the right to obtain equitable relief.

Section 1.2. No Warranties. EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE APA, NO EXPRESS OR IMPLIED WARRANTIES ARE GIVEN BY ASSIGNOR WITH RESPECT TO ANY TRANSFERRED TRADEMARKS, INCLUDING, WITHOUT LIMITATION, REGARDING THE VALIDITY, REGISTRABILITY, TITLE, SCOPE, ENFORCEABILITY, OR NON-INFRINGEMENT THEREOF OR THEREBY.

Section 1.3. Further Assurances. At Assignee’s reasonable request, Assignor shall execute and deliver such additional documents, instruments, conveyances and assurances,

prepared by Assignee at Assignee's expense, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 1.4. Due Authorization. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States and any other official of any applicable corresponding foreign governmental authority to record Assignee as the assignee and owner of the Transferred Trademarks, and to issue any and all registrations from any and all applications for registration included in the Transferred Trademarks in and to the name of Assignor.

Section 1.5. General Provisions. Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed thereto in the APA. This Agreement, the APA and the other Transaction Documents constitute the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all other prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

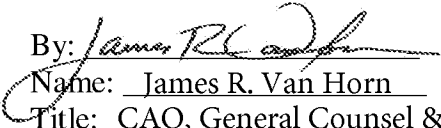
Section 1.6. Governing Law; Submission to Jurisdiction. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to the conflict of law provisions thereof to the extent such provisions would require or permit the application of the laws of any jurisdiction other than the State of New York. Any legal suit, action, proceeding or dispute arising out of or relating to this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States of America or the courts of the State of New York in each case located in the city of New York and the borough of Manhattan, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding or dispute.

Section 1.7. Counterparts. This Agreement may be executed electronically and/or 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 Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SUN CHEMICAL CORPORATION

By: 
Name: James R. Van Horn
Title: CAO, General Counsel & Secretary

SUN CHEMICAL B.V.

By: _____
Name: _____
Title: _____

DCL CORPORATION (BP), LLC

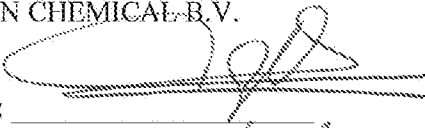
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SUN CHEMICAL CORPORATION

By: _____
Name: _____
Title: _____

SUN CHEMICAL B.V.


By: _____
Name: Tim Gouda
Title: managing director

DCL CORPORATION (BP), LLC

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

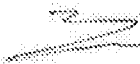
SUN CHEMICAL CORPORATION

By: _____
Name: _____
Title: _____

SUN CHEMICAL B.V.

By: _____
Name: _____
Title: _____

DCL CORPORATION (BP), LLC

By:  _____
Name: Michael Korinafakis
Title: VP (President)

APPENDIX A

TRANSFERRED TRADEMARKS

Trademark Name	Country	Serial Number	Registration Number	Registration Date	Registered Owner
PERRINDO	Benelux	051142	400016	Feb 25, 1994	Sun Chemical Corporation
PERRINDO	Canada	525206	302386	May 3, 1985	Sun Chemical B.V.
PERRINDO	China	32792209	32792209	Apr 21, 2019	Sun Chemical B.V.
PERRINDO	China	32782256	32782256	Apr 21, 2019	Sun Chemical B.V.
PERRINDO	European Union	1208243	1208243	May 8, 2015	Sun Chemical Corporation
PERRINDO	France	707079	1277276	Nov 15, 1984	Sun Chemical Corporation
PERRINDO	Germany	M541532WZ	1065448	Jul 4, 1984	Sun Chemical Corporation
PERRINDO	Indonesia	1208243	1208243	April 20, 2021	Sun Chemical B.V.
PERRINDO	International Bureau (WIPO)	1208243	1208243	May 9, 2014	Sun Chemical B.V.
PERRINDO	Italy	MI20047956	1086881	Apr 21, 1997	Sun Chemical Corporation
PERRINDO	Japan	8594484	1905969	Oct 28, 1986	Sun Chemical B.V.
PERRINDO	Mexico	163458	437736	Jul 19, 1993	Sun Chemical B.V.
PERRINDO	Republic of Korea	1208243	1208243	Jan 11, 2021	Sun Chemical B.V.
PERRINDO	Russian Federation	1208243	1208243	May 28, 2020	Sun Chemical B.V.
PERRINDO	United States of America	73350519	1232426	Mar 29, 1983	Sun Chemical Corporation

QUINDO	Benelux	051143	400017	Jan 1, 1985	Sun Chemical Corporation
QUINDO	Canada	525207	302599	May 10, 1985	Sun Chemical B.V.
QUINDO	China	32795317	32795317	May 7, 2019	Sun Chemical B.V.
QUINDO	China	32798817	32798817	Apr 14, 2019	Sun Chemical B.V.
QUINDO	European Union	1207663	1207663	May 21, 2015	Sun Chemical Corporation
QUINDO	France	707087	1277275	Nov 15, 1984	Sun Chemical Corporation
QUINDO	Germany	M541542WZ	1065528	Jul 6, 1984	Sun Chemical Corporation
QUINDO	International Bureau (WIPO)	1207663	1207663	May 9, 2014	Sun Chemical B.V.
QUINDO	Japan	8594559(84)	2049622	May 26, 1988	Sun Chemical B.V.
QUINDO	Mexico	163457	437735	Jul 19, 1993	Sun Chemical B.V.
QUINDO	Republic of Korea	1207663	1207663	Dec 1, 2020	Sun Chemical B.V.
QUINDO	Russian Federation	1207663	1207663	Mar 23, 2020	Sun Chemical B.V.
QUINDO	United States of America	73350518	1235969	May 3, 1983	Sun Chemical Corporation