

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708961

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900663011		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BASF SE		07/07/2020	European Company, a Public Limited Company:
RECEIVING PARTY DATA			
Name:	BASF WOLMAN GMBH		
Street Address:	DR.-WOLMAN-STR. 31-33		
City:	76547 SINZHEIM		
State/Country:	GERMANY		
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0977105	PALUSOL	
CORRESPONDENCE DATA			
Fax Number:	2165796073		
<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:	216-579-1700		
Email:	lhawkins@pearne.com		
Correspondent Name:	JOHN P. MURTAUGH/PEARNE & GORDON LLP		
Address Line 1:	1801 EAST 9TH STREET, SUITE 1200		
Address Line 4:	CLEVELAND, OHIO 44114-3108		
ATTORNEY DOCKET NUMBER:	WEIC-65501		
DOMESTIC REPRESENTATIVE			
Name:	JOHN P. MURTAUGH		
Address Line 1:	1801 EAST 9TH STREET, SUITE 1200		
Address Line 4:	CLEVELAND, OHIO 44114-3108		
NAME OF SUBMITTER:	JOHN P. MURTAUGH		
SIGNATURE:	/johnpmurtaugh/		
DATE SIGNED:	02/17/2022		

Total Attachments: 11

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Trademark and Domain Transfer Agreement

This TRADEMARK AND DOMAIN TRANSFER AGREEMENT ("Agreement") shall come into effect on 1 July 2020 between

BASF SE,

Carl-Bosch-Straße 38, 67056 Ludwigshafen am Rhein, Germany

of the one part

– hereinafter called "**ASSIGNOR**" –

and

BASF Wolman GmbH,

Dr.-Wolman-Strasse 31-33, 76547 Sinzheim, Germany of the other part

– hereinafter called "**ASSIGNEE**" –

WHEREAS, ASSIGNEE and ASSIGNOR are parties to an ASSET SALE AND PURCHASE AGREEMENT dated as of the date hereof 1 July 2020 (hereinafter referred to as the "Transaction Agreement") concerning the carve-out the EB Business into the ASSIGNEE with legal and economic effect as defined in the Transaction Agreement. Pursuant to the Transaction Agreement ASSIGNOR sold and agreed to transfer the trademarks identified in Schedule 1 to

EXHIBIT 4 to the ASSET SALE AND PURCHASE AGREEMENT

the Agreement (the "Trademarks") and the domains identified in Schedule 1 to the Agreement (the "Domains");

WHEREAS the Trademarks identified in Schedule 1 are owned by ASSIGNOR and based on the BASF Brand Architecture, only so called Field 1 or 2 trademarks are assigned according to this Agreement; and

WHEREAS, ASSIGNOR is willing to sell and assign all rights and interest to the Trademarks and Domains, including related agreements to ASSIGNEE subject to the terms and conditions contained in this Agreement.

NOW THEREFORE, the parties agree as follows:

1. ASSIGNOR hereby transfers and assigns to ASSIGNEE all its property rights title and interest in and to the Trademarks and Domains.
including goodwill
2. ASSIGNEE accepts the transfer and assignment of the property rights title and interest in and to the Trademarks and Domains. The purchase price for the Trademarks and Domains is included in the overall purchase price set forth in Section 7 of the Transaction Agreement and shall be paid in accordance with the Transaction Agreement.
3. ASSIGNOR shall – as far as existing at ASSIGNOR and not yet in the possession of ASSIGNEE– within onehundredeighty (180) days after the last signature of this Agreement hand over all registration and renewal certificates in its possession related to the Trademarks and external application and conflict files for the pending cases relevant to ASSIGNEE as the legal successor of the Trademarks. With respect to the Domains ASSIGNOR shall submit to

EXHIBIT 4 to the ASSET SALE AND PURCHASE AGREEMENT

ASSIGNEE the necessary information for taking over the prosecution of the domains, i.e. the Auth-Code.

4. ASSIGNOR shall within a period of five (5) years after the last signature of this Agreement at the direction and expense of ASSIGNEE execute any document or do any act which may be necessary to give effect to this assignment.

5. ASSIGNEE shall initiate the recordal of the Trademark and Domain assignment with the respective Trademark Offices within a period of 6 months after the last signature of this Agreement.

6. All costs related to this Agreement will be borne by ASSIGNEE, including the costs related to recordal of the Trademark and Domain assignment with the respective Trademark Offices and Domain agencies.

7. This Agreement shall in all respects be exclusively governed by the terms and conditions of the Transaction Agreement.

8.1 In the event that one or more provisions of this Agreement is null and void, the validity of the other provisions of this Agreement shall not be affected thereby. The parties hereto undertake to replace such invalid provisions by other provisions whose effect is as close to the originally intended effect as possible.

8.2 This Agreement shall be governed by, and construed in accordance with, the substantive laws of the Federal Republic of Germany.

8.3 All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC) as at present in force as agreed in the Transaction Agreement.

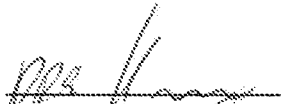
EXHIBIT 4 to the ASSET SALE AND PURCHASE AGREEMENT

8.4 No amendment or supplement to this Agreement shall be effective unless made in writing and signed by both parties hereto.

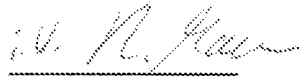
IN WITNESS hereof, the parties hereto have caused this Agreement to be executed as follows the day and year first above written.

In the Name of: BASF SE

Ludwigshafen, 07.07.2016



ppa. Heising



i.V. Mann

In the Name of: BASF Wolman GmbH



Schulz

EXHIBIT 4 to the ASSET SALE AND PURCHASE AGREEMENT

Schedule 1:

[List of Trademarks]

Record ID	Mark Name	Mark Type	Appl. Type	Country	Status	Filed Date	Appl Number	Reg. Date	Reg. Number	Renewal Due Date	Reg. Owner	International Classes
81616848	PALUSOL	Word	International Registration	China	Registered (Eingetragen)	1963-01-24	264861	1963-01-24	264861	2023-01-23	BASF SE	17, 19
81616849	PALUSOL	Word	International Registration	Montenegro	Registered (Eingetragen)	1963-01-24	264861	1963-01-24	264861	2023-01-24	BASF SE	17, 19
81616850	PALUSOL	Word	International Registration	Montenegro	Registered (Eingetragen)	1977-07-07	431155	1977-07-07	431155	2027-07-07	BASF SE	17
81616851	PALUSOL	Word	International Registration	Serbia	Registered (Eingetragen)	1977-07-07	431155	1977-07-07	431155	2027-07-07	BASF SE	17
81616852	PALUSOL	Word	International Registration	Serbia	Registered (Eingetragen)	1963-01-24	264861	1963-01-24	264861	2023-01-24	BASF SE	17, 19
81616853	PALUSOL	Word	National Registration	India	Registered (Eingetragen)	2008-09-27	1737919	2011-02-25	1737919	2028-09-27	BASF SE	17
81616854	PALUSOL	Word	National Registration	New Zealand	Registered (Eingetragen)	2008-09-11	795832	2008-09-11	795832	2028-09-11	BASF SE	17, 19
81616855	PALUSOL	Word	National Registration	India	Registered (Eingetragen)	2008-09-27	1737918	2011-02-19	1737918	2028-09-27	BASF SE	19
81616864	PALUSOL	Word	National Registration	Argentina	Registered (Eingetragen)	1996-03-06	2198389	1997-03-14	2198389	2027-12-03	BASF SE	17

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81616865	PALUSOL	Word	National Registrati on	Australia	Registered (Eingetrag e)	1981-10- 09	A3666 40	1983-09-14	3666640	2022-10-09	BASF SE	17
81616866	PALUSOL	Word	National Registrati on	Australia	Registered (Eingetrag e)	1981-10- 09	A3666 41	1983-09-14	3666641	2022-10-09	BASF SE	19
81616867	PALUSOL	Word	National Registrati on	Brazil	Registered (Eingetrag e)	1986-01- 15	81239 7754	1987-11-17	8123977 54	2027-11-17	BASF SE	17
81616868	PALUSOL	Word	National Registrati on	Brazil	Registered (Eingetrag e)	1974-10- 24	74/195 71	1976-04-25	6297285	2026-04-25	BASF SE	19
81616869	PALUSOL	Word	National Registrati on	Canada	Registered (Eingetrag e)	1974-03- 22	37382 7	1974-12-20	204074	2019-12-20	BASF SE	1
81616870	PALUSOL	Word	National Registrati on	Chile	Registered (Eingetrag e)	1996-12- 24	10296	1996-12-24	1227780	2026-12-24	BASF SE	17
81616871	PALUSOL	Word	National Registrati on	Cyprus (Republic of)	Registered (Eingetrag e)	2003-10- 30	68854	2009-12-30	68854	2024-10-30	BASF SE	17
81616872	PALUSOL	Word	National Registrati on	Cyprus (Republic of)	Registered (Eingetrag e)	2003-10- 30	68855	2009-12-30	68855	2024-10-30	BASF SE	19
81616881	PALUSOL	Word	National Registrati on	Germany (Federal Republic of)	Registered (Eingetrag e)	1976-11- 15	85722 0/17	1977-07-07	960023	2026-11-30	BASF SE	17
81616882	PALUSOL	Word	National Registrati on	Germany (Federal Republic of)	Registered (Eingetrag e)	1962-08- 30	B2760 4	1962-10-24	766752	2022-08-31	BASF SE	17
81616883	PALUSOL	Word	National Registrati on	Denmark	Registered (Eingetrag e)	1972-04- 25	VA197 20146 8	1973-05-04	VR19730 1275	2023-05-04	BASF SE	17
81616884	PALUSOL	Word	National Registrati on	European Union (PO	Registered (Eingetrag e)	1996-04- 01	12882 7	1998-10-15	128827	2026-04-01	BASF SE	17,19
81616885	PALUSOL	Word	National Registrati on	Hong Kong	Registered (Eingetrag e)	1996-09- 13	96114 94	1997-08-22	8480/199 7	2023-09-13	BASF SE	17

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81616887	PALUSOL	Word	National Registration	Malta	Registered (Eingetragene)	2003-10-27	40797	2004-07-21	40797	2023-10-27	BASF SE	17
81616888	PALUSOL	Word	National Registration	Malta	Registered (Eingetragene)	2003-10-27	40798	2004-07-21	40798	2023-10-27	BASF SE	19
81616889	PALUSOL	Word	National Registration	Malaysia	Registered (Eingetragene)	2002-09-23	2002-11737	2004-09-04	2011737	2022-09-23	BASF SE	17
81616898	PALUSOL	Word	National Registration	Malaysia	Registered (Eingetragene)	2002-09-23	2002-11736	2005-04-19	2011736	2022-09-23	BASF SE	19
81616899	PALUSOL	Word	National Registration	Norway	Registered (Eingetragene)	1972-04-24	11073	1973-01-11	86798	2023-01-11	BASF SE	19
81616900	PALUSOL	Word	National Registration	Singapore	Registered (Eingetragene)	1996-09-14	T9609	1996-09-14	T960987	2026-09-14	BASF SE	17
81616901	PALUSOL	Word	National Registration	United States of America	Registered (Eingetragene)	1972-06-05	72426	1974-01-22	977105	2024-01-22	BASF SE	19
81616902	PALUSOL	Word	National Registration	Venezuela	Registered (Eingetragene)	1974-01-01	1974-00858	1976-06-14	F081904	2031-06-14	BASF SE	17
81616904	PALUSOL	Word	International Registration	Bosnia and Herzegovina	Registered (Eingetragene)	1977-07-07	43115	1977-07-07	431155	2027-07-07	BASF SE	17
81616905	PALUSOL	Word	International Registration	Switzerland	Registered (Eingetragene)	1977-07-07	43115	1977-07-07	431155	2027-07-07	BASF SE	17
81616906	PALUSOL	Word	International Registration	Germany (Federal Republic of)	Registered (Eingetragene)	1977-07-07	43115	1977-07-07	431155	2027-07-07	BASF SE	17
81616923	PALUSOL	Word	International Registration	Croatia	Registered (Eingetragene)	1977-07-07	43115	1977-07-07	431155	2027-07-07	BASF SE	17

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81616924	PALUSOL	Word	International Registration	Liechtenstein	Registered (Eingetragene)	1977-07-07	431155	2027-07-07	BASF SE	17
81616925	PALUSOL	Word	International Registration	Monaco	Registered (Eingetragene)	1977-07-07	431155	2027-07-07	BASF SE	17
81616926	PALUSOL	Word	International Registration	Romania	Registered (Eingetragene)	1977-07-07	431155	2027-07-07	BASF SE	17
81616927	PALUSOL	Word	International Registration	San Marino	Registered (Eingetragene)	1977-07-07	431155	2027-07-07	BASF SE	17
81616929	PALUSOL	Word	International Registration	Bosnia and Herzegovina	Registered (Eingetragene)	1963-01-24	264861	2023-01-24	BASF SE	17,19
81616930	PALUSOL	Word	International Registration	Bulgaria	Registered (Eingetragene)	1963-01-24	264861	2023-01-24	BASF SE	17,19
81616931	PALUSOL	Word	International Registration	Switzerland	Registered (Eingetragene)	1963-01-24	264861	2023-01-24	BASF SE	17,19
81616932	PALUSOL	Word	International Registration	Czechia	Registered (Eingetragene)	1963-01-24	264861	2023-01-24	BASF SE	17,19
81616950	PALUSOL	Word	International Registration	Germany (Federal Republic of)	Registered (Eingetragene)	1963-01-24	264861	2023-01-24	BASF SE	17,19
81616951	PALUSOL	Word	International Registration	Estonia	Registered (Eingetragene)	1963-01-24	264861	2023-01-24	BASF SE	17,19
81616952	PALUSOL	Word	International Registration	Egypt	Registered (Eingetragene)	1963-01-24	264861	2023-01-24	BASF SE	17,19

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81616953	PALUSOL	Word	International Registrations	Croatia	Registered (Eingetragene)	1963-01-24	264861	2023-01-24	BASF SE	17,19
81616954	PALUSOL	Word	International Registrations	Hungary, Korea, Democratic People's Republic of (KP)	Registered (Eingetragene)	1963-01-24	264861	2023-01-24	BASF SE	17,19
81616955	PALUSOL	Word	International Registrations	Liechtenstein	Registered (Eingetragene)	1963-01-24	264861	2023-01-24	BASF SE	17,19
81616956	PALUSOL	Word	International Registrations	Lithuania	Registered (Eingetragene)	1963-01-24	264861	2023-01-24	BASF SE	17,19
81616957	PALUSOL	Word	International Registrations	Latvia	Registered (Eingetragene)	1963-01-24	264861	2023-01-24	BASF SE	17,19
81616958	PALUSOL	Word	International Registrations	Morocco	Registered (Eingetragene)	1963-01-24	264861	2023-01-24	BASF SE	17,19
81616959	PALUSOL	Word	International Registrations	Monaco	Registered (Eingetragene)	1963-01-24	264861	2023-01-24	BASF SE	17,19
81616970	PALUSOL	Word	International Registrations	Romania	Registered (Eingetragene)	1963-01-24	264861	2023-01-24	BASF SE	17,19
81616971	PALUSOL	Word	International Registrations	Slovenia	Registered (Eingetragene)	1963-01-24	264861	2023-01-24	BASF SE	17,19
81616972	PALUSOL	Word	International Registrations	Slovak Republic	Registered (Eingetragene)	1963-01-24	264861	2023-01-24	BASF SE	17,19

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International Registration Word	San Marino	Registered (Eingetragene)	1963-01-24	264861	2023-01-24	BASF SE	17,19
81616973 PALUSOL	San Marino	Registered (Eingetragene)	1963-01-24	264861	2023-01-24	BASF SE	17,19
81616974 PALUSOL (Latin and Japanese (katakana))	Vietnam	Registered (Eingetragene)	1963-01-24	264861	2023-01-24	BASF SE	17,19
81616886	Japan	Registered (Eingetragene)	1973-03-02	73/368	2028-07-21	BASF SE	19

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List of Domains:

- www.basf.com
- www.basf.de
- www.basf.net
- www.basf.org
- www.basf.us
- www.basf.be
- www.basf.co.uk
- www.basf.eu
- www.basf.fr
- www.basf.uk

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