

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM726002

<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>
Dow Silicones Corporation		11/01/2018	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DDP Specialty Electronic Materials US 9, LLC		
<b>Street Address:</b>	974 Centre Rd		
<b>City:</b>	Wilmington,		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19805		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1467823	HEMLOCK SEMICONDUCTOR CORPORATION	
<b>Registration Number:</b>	3734230	HSC	
<b>Registration Number:</b>	1467825	HSC	
<b>Registration Number:</b>	1467824	HSC HEMLOCK SEMICONDUCTOR CORPORATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6468780801		
<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>	6468780800		
<b>Email:</b>	tm-uspto@pearlcohen.com		
<b>Correspondent Name:</b>	Jacqueline Zion		
<b>Address Line 1:</b>	7 Times Square, 19th Fl		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Jaqueline Zion		
<b>SIGNATURE:</b>	/JZ/		
<b>DATE SIGNED:</b>	05/05/2022		
<b>Total Attachments: 36</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Assignment”) is effective as of November 1, 2018 (the “Effective Date”) by and among Dow Silicones Corporation (f/k/a Dow Corning Corporation), a Michigan corporation (“Assignor”), and DDP Specialty Electronic Materials US 9, LLC, a Delaware limited liability company (“Assignee”) (each, a “Party,” and collectively, the “Parties”).

### **BACKGROUND**

WHEREAS, Assignor desires to assign all of Assignor’s right, title and interest in, to and under (i) the patents and patent applications set forth on Schedule A hereto and (ii) the trademark registrations and applications set forth on Schedule B hereto, together with the goodwill associated therewith (collectively, the “Assigned Intellectual Property”) to Assignee, and Assignee desires to acquire all of Assignor’s right, title and interest in, to and under the Assigned Intellectual Property; and

WHEREAS, contemporaneously with the execution of this Assignment, the Parties have executed a Contribution Agreement (the “Contribution Agreement”).

### **TERMS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby assigns, transfers, conveys and delivers to Assignee, and Assignee hereby receives and accepts from Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Intellectual Property, in each case, without any representation, warranty, recourse or covenant of any kind or nature whatsoever, each of which is expressly disclaimed by each of the Parties.

2. No Claims. Neither Party nor any of their respective affiliates or representatives (a) makes any representation or warranty in this Assignment, express or implied, at law or in equity, in respect of the Assigned Intellectual Property or the transactions contemplated hereby; or (b) will have, or be subject to, any liability or indemnification obligation to the other Party, any of its affiliates or representatives or any other entity or person resulting from, or in connection with, this Assignment or the transactions contemplated hereby. Each of the Parties hereby waives any claim, whether actual or potential, known or unknown, suspected or unsuspected, contingent or non-contingent, upon any theory of law or equity, based upon past or future events, now existing or coming into existence in the future, under this Assignment or in connection with the transactions contemplated hereby (each, a “Covered Matter”); provided, however, and notwithstanding anything herein to the contrary, each Party (x) hereby agrees not to bring any claim or Action (as defined herein) in connection with a Covered Matter against the other Party, its affiliates or representatives; and (y) shall cause its respective affiliates and representatives to comply with this Section 2.

3. Expenses; Further Action. Except as otherwise provided in this Assignment, all costs and expenses, including fees and disbursements of counsel, financial and other advisors and accountants, incurred in connection with this Assignment and the transactions contemplated by this Assignment shall be borne by the Party incurring such costs and expenses. The Parties shall, and shall cause their respective affiliates to, use commercially reasonable efforts to take, or cause to be taken, all appropriate action, to do, or cause to be done, all things necessary, proper or advisable under applicable law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated by this Assignment including execution of individual assignment documentation for filing with the authorities of each individual country; provided, that, as between the Parties, Assignee shall be responsible for the preparation and filing of such documents and other instruments that may be necessary to record or perfect Assignee's right, title and interest in and to the Assigned Intellectual Property (including, without limitation, with any applicable governmental authorities), and for any and all costs, expenses and fees associated therewith.

4. Interpretation and Rules of Construction. Except to the extent otherwise provided or that the context otherwise requires, the headings for this Assignment are for reference purposes only and do not affect in any way the meaning or interpretation of this Assignment. When a reference is made in this Assignment to a Section or Schedule, such reference is to a Section of, or a Schedule to, this Assignment, unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Assignment, they are deemed to be followed by the words "without limitation". The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Assignment, refer to this Assignment as a whole and not to any particular provision of this Assignment. All terms defined in this Assignment have the defined meanings when used in any certificate or other document delivered or made available pursuant hereto, unless otherwise defined therein. The definitions contained in this Assignment are applicable to the singular as well as the plural forms of such terms. References to an entity or a person are also to its successors and permitted assigns.

5. Severability. If any term or other provision of this Assignment is declared invalid, illegal or incapable of being enforced by any governmental authority, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Assignment is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Assignment 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 by this Assignment are consummated as originally contemplated to the greatest extent possible.

6. Entire Agreement. This Assignment, the Contribution Agreement and any other instrument to be executed in connection herewith or submitted to governmental authorities in connection with the transaction contemplated by this Assignment constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, between the Parties with respect to the subject matter hereof.

To the extent the terms and provisions of this Assignment conflict with the Contribution Agreement, the terms and provisions of the Contribution Agreement shall control.

7. Assignment. This Assignment and the rights and obligations hereunder may not be assigned by operation of law or otherwise without the prior written consent of the other Party (which consent may be granted or withheld in the sole discretion of such Party), as the case may be, and any attempted assignment that is not in accordance with this Section 7 shall be null and void; provided, however, that either Party shall be permitted to assign this Assignment, in whole or in part, to any of its affiliates; provided, further, that no such assignment shall relieve such Party of its obligations hereunder.

8. Amendment. This Assignment may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, the Parties that expressly references the Section of this Assignment to be amended; or (b) by a waiver in accordance with Section 9 below.

9. Waiver. Either Party may (a) extend the time for the performance of any of the obligations or other acts of the other Party; (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other party pursuant to this Assignment; or (c) waive compliance with any of the agreements of the other Party or conditions to such Party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition hereof shall not be construed as a waiver of any subsequent breach or as a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Assignment.

10. No Third Party Beneficiaries. This Assignment shall be binding upon and inure solely to the benefit of, and be enforceable by, only the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other entity or person any right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Assignment. Notwithstanding anything herein to the contrary, Assignor retains the right to use, and to permit its Affiliates to use, the Assigned Intellectual Property until April 1, 2019, at which date such rights shall terminate and revert to Assignee in their entirety.

11. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware. All claims, actions, suits, inquiries, proceedings or investigations by or before any governmental authority or arbitral tribunal ("Actions") that, directly or indirectly, arise out of or relate to this Assignment or the transactions contemplated hereby shall be heard and determined exclusively in the Court of Chancery of the State of Delaware; provided, however, that if such court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any Delaware state court or United States federal court sitting in the State of Delaware. Consistent with the preceding sentence, each of the Parties hereby (a) submits to the exclusive jurisdiction of any federal or state court sitting in the State of Delaware for the purpose of any Action brought by any party hereto that, directly or indirectly, arises out of or relates to this Assignment; (b) irrevocably waives and releases, and agrees not to assert by way of motion, defense, or

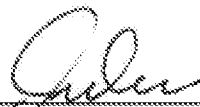
otherwise, in or with respect to any such Action, any claim that (i) such Action is not subject to the subject matter jurisdiction of at least one of the above-named courts; (ii) its property is exempt or immune from attachment or execution in the State of Delaware; (iii) such Action is brought in an inconvenient forum; (iv) that the venue of such Action is improper; or (v) this Assignment or the transactions contemplated by this Assignment may not be enforced in or by any of the above-named courts; and (c) agrees not to move to transfer any such Action to a court other than any of the above-named courts.

12. Counterparts. This Assignment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in “pdf” form) in two or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the Effective Date.

**DOW SILICONES CORPORATION**

By:   
Name: Jonathan P. Wendt  
Title: Secretary

*JRS*

**DDP SPECIALTY ELECTRONIC  
MATERIALS US 9, LLC**

By: \_\_\_\_\_  
Name: Eric P. Blackhurst  
Title: Secretary

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the Effective Date.

**DOW SILICONES CORPORATION**

By: \_\_\_\_\_  
Name: Jonathan P. Wendt  
Title: Secretary

*JRW*

**DDP SPECIALTY ELECTRONIC  
MATERIALS US 9, LLC**

By: *Eric P. Blackhurst.*  
Name: Eric P. Blackhurst  
Title: Secretary



**SCHEDULE A**

**PATENTS**

See attached.

*1 - Not in scope for Project TCS*

*1 - Not in scope for Project TCS*

*1 - Not in scope for Project TCS*

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*1 - Not in scope for Project TCS*

**SCHEDULE B**

**TRADEMARKS**

See attached.

SCHEDULE B  
TRADEMARKS

INDEX	IDENTITY	TRADE MARK NAME	OWNER	FILED DATE	FILED AT	REGISTRATION #	REGISTRATION NAME
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*1 - Not in scope for Project TCS*



*1 - Not in scope for Project TCS*

*1 - Not in scope for Project TCS*

SCHEDULE B  
TRADEMARKS

1 - Not in scope for Project TCS

2009/003-CN- NF[1]	China	HEMLOCK SEMICONDUCTOR	DOW SILICONES CORPORATION	08/14/2009	7620264	12/28/2010	7620264
2009/003-CN- NF[2]	China	HEMLOCK SEMICONDUCTOR	DOW SILICONES CORPORATION	08/14/2009	7620265	02/28/2011	7620265
2009/003-CZ- NF[1]	Czech Republic	HEMLOCK SEMICONDUCTOR	DOW SILICONES CORPORATION	08/06/2009	0-469982	01/20/2010	310 041

**SCHEDULE B  
TRADEMARKS**

2009/003-EM-EUT[1]	European Union	HEMLOCK SEMICONDUCTOR	DOW SILICONES CORPORATION	08/05/2009	008473209	02/01/2010	008473209
2009/003-IN-NF[1]	India	HEMLOCK SEMICONDUCTOR	DOW SILICONES CORPORATION	06/22/2011	2163957	08/02/2016	2163957
2009/003-JP-NF[1]	Japan	HEMLOCK SEMICONDUCTOR	DOW SILICONES CORPORATION	08/12/2009	2009-61558	10/15/2010	5361272
2009/003-PL-NF[1]	Poland	HEMLOCK SEMICONDUCTOR	DOW SILICONES CORPORATION	08/06/2009	Z-359111	03/14/2011	232184
2009/003-KR-NF[1]	SOUTH KOREA	HEMLOCK SEMICONDUCTOR	DOW SILICONES CORPORATION	08/06/2009	40-2009-0037560	07/26/2010	40-0830961
2009/003-SG-NF[1]	Singapore	HEMLOCK SEMICONDUCTOR	DOW SILICONES CORPORATION	06/02/2011	T1107105G	06/02/2011	T1107105G
2009/003-TW-NF[1]	Taiwan	HEMLOCK SEMICONDUCTOR	DOW SILICONES CORPORATION	08/12/2009	098054895	04/16/2010	1404459
2009/003-AE-NF[1]	United Arab Emirates	HEMLOCK SEMICONDUCTOR	DOW SILICONES CORPORATION	08/18/2009	132886	04/12/2011	135916
2009/003-US-NF[1]	United States Of America	HEMLOCK SEMICONDUCTOR	DOW SILICONES CORPORATION	06/17/2009	77/761306	03/29/2011	3,938,409
2009/011-US-NF[1]	United States Of America	HEMLOCK SEMICONDUCTOR CORPORATION	DOW SILICONES CORPORATION	08/06/1986	73613349	12/08/2007	1467823
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1986011-DK-MP[1]	Denmark	HSC	DOW SILICONES CORPORATION	06/03/2005	857679	01/09/2006	857679
1986011-FI-MP[1]	Finland	HSC	DOW SILICONES CORPORATION	06/03/2005	857679	06/03/2005	857679
1986011-FR-MP[1]	France	HSC	DOW SILICONES CORPORATION	03/21/2011	857679	12/06/2012	857679
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1986011-IT-MP[1]	Italy	HSC	DOW SILICONES CORPORATION	06/03/2005	857679	06/03/2005	857679
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1986011-NO-MP[1]	Norway	HSC	DOW SILICONES CORPORATION	03/21/2011	857679	03/09/2012	857679
1986011-PL-MP[1]	Poland	HSC	DOW SILICONES CORPORATION	06/03/2005	857679	12/29/2006	857679
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1986011-GB-MP[1]	United Kingdom	HSC	DOW SILICONES CORPORATION	06/03/2005	857679	03/15/2006	857679
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2009/012-CN-NF[2]	China	HSC & DESIGN	DOW SILICONES CORPORATION	08/14/2009	7620263	11/21/2010	7620263
2009/012-CN-NF[1]	China	HSC & DESIGN	DOW SILICONES CORPORATION	08/14/2009	7620262	02/28/2011	7620262
2009/012-CZ-NF[1]	Czech Republic	HSC & DESIGN	DOW SILICONES CORPORATION	08/06/2009	0-469983	12/29/2009	309 705
2009/012-EM-EUT[1]	European Union	HSC & DESIGN	DOW SILICONES CORPORATION	08/05/2009	008473175	11/26/2010	008473175
2009/012-IN-NF[1]	India	HSC & DESIGN	DOW SILICONES CORPORATION	06/22/2011	2163955	08/03/2016	2163955
2009/012-JP-NF[1]	Japan	HSC & DESIGN	DOW SILICONES CORPORATION	08/03/2010	2010-60870	03/25/2011	5400836
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2009/012-KR-NF[1]	SOUTH KOREA	HSC & DESIGN	DOW SILICONES CORPORATION	08/06/2009	40-2009-0037561	09/15/2010	40-0836342

SCHEDULE B  
TRADEMARKS

2009/012-SG-NF[1]	Singapore	HSC & DESIGN	DOW SILICONES CORPORATION	06/02/2011	T1107103J	T1107103J
2009/012-TW-NF[1]	Taiwan	HSC & DESIGN	DOW SILICONES CORPORATION	08/12/2009	098034894	1404458
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2009/012-US-NF[1]	United States Of America	HSC & DESIGN	DOW SILICONES CORPORATION	08/06/1986	73613404	1467825
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000055-ES-MP[1]	Spain	HSC HEMLOCK SEMICONDUCTOR CORPORATION & DESIGN	DOW SILICONES CORPORATION	06/03/2005	857680	857680
000055-TW-NF[1]	Taiwan	HSC HEMLOCK SEMICONDUCTOR CORPORATION & DESIGN	DOW SILICONES CORPORATION	12/08/2004	093057367	1179059
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000055-US-NF[1]	United States Of America	HSC HEMLOCK SEMICONDUCTOR CORPORATION & DESIGN	DOW SILICONES CORPORATION	08/06/1986	73613350	1467824

Redaction Summary ( 25 redactions )

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1 Privilege / Exemption reason used:

1 -- "Not in scope for Project TCS" ( 25 instances )

Redacted pages:

- Page 8, Not in scope for Project TCS, 1 instance
- Page 9, Not in scope for Project TCS, 1 instance
- Page 10, Not in scope for Project TCS, 1 instance
- Page 11, Not in scope for Project TCS, 1 instance
- Page 12, Not in scope for Project TCS, 1 instance
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- Page 16, Not in scope for Project TCS, 1 instance
- Page 17, Not in scope for Project TCS, 1 instance
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- Page 19, Not in scope for Project TCS, 1 instance
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- Page 21, Not in scope for Project TCS, 1 instance
- Page 22, Not in scope for Project TCS, 1 instance
- Page 23, Not in scope for Project TCS, 1 instance
- Page 24, Not in scope for Project TCS, 1 instance
- Page 25, Not in scope for Project TCS, 1 instance
- Page 26, Not in scope for Project TCS, 1 instance
- Page 27, Not in scope for Project TCS, 1 instance
- Page 28, Not in scope for Project TCS, 1 instance
- Page 30, Not in scope for Project TCS, 1 instance
- Page 31, Not in scope for Project TCS, 1 instance
- Page 32, Not in scope for Project TCS, 1 instance
- Page 33, Not in scope for Project TCS, 1 instance