

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magris Talc USA, Inc.		12/22/2021	Corporation: DELAWARE
Magris Talc Canada, Inc.		12/22/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Imerys Talc Europe		
Street Address:	2 Place Edouard Bouilleres		
City:	Toulouse		
State/Country:	FRANCE		
Postal Code:	31100		
Entity Type:	Société Par Actions Simplifiée (Sas): FRANCE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3280418	JETFINE	
Registration Number:	2915290	TALCOLIVA	
CORRESPONDENCE DATA			
Fax Number:	4046536444		
<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:	4046536452		
Email:	virginia.carron@finnegan.com		
Correspondent Name:	Virginia L. Carron		
Address Line 1:	901 New York Avenue NW		
Address Line 4:	Washington, D.C. 20001-4413		
DOMESTIC REPRESENTATIVE			
Name:	Virginia L. Carron		
Address Line 1:	901 New York Avenue NW		
Address Line 2:	Finnegan		
Address Line 4:	Washington, D.C. 20001-4413		
NAME OF SUBMITTER:	Virginia L. Carron		
SIGNATURE:	/Virginia L. Carron/		

OP \$65.00 3280418

DATE SIGNED:	05/06/2022
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Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of 22 Dec 2021, is made by Magris Talc USA, Inc., a Delaware corporation, located at 8051 E. Maplewood Ave., Suite 120, Greenwood Village, CO 80111 and Magris Talc Canada, Inc., a Canadian corporation, located at 333 Bay St. Suite 1101, Toronto, ON M5H 2R2, Canada ("Assignees") in favor of Imerys Talc Europe located at 2 Place Edouard Bouillères, 31100 Toulouse, France ("Assignor").

WHEREAS, Assignor desires to assign and transfer all of its right, title and interest in and to the Assigned Trademarks (as defined below) to Assignee; and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to said Assigned Trademarks;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, 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, or any assignee or successor thereto.

3. Representations and Warranties.

(a) By Each Party. Each party represents and warrants to the other party as follows:

(i) The execution and delivery by it of this Trademark Assignment and the performance by it of all of its duties and obligations under this Trademark Assignment have been duly authorized by all necessary corporate action.

(ii) It is under no restriction that would prevent it from entering into this Trademark Assignment or performing any of its obligations hereunder.

(iii) Neither its execution nor its performance of this Trademark Assignment would cause or result in a breach or default of any contract to which it is a party or any legal duty or obligation owed by it to any other person or entity.

(b) By Assignor. Assignor hereby represents and warrants to Assignee that:

(i) it owns all right, title and interest in and to the Assigned Trademarks;

(ii) it has all rights, consents and authority necessary to assign the rights assigned Assignee hereunder and has not previously assigned to any third party any right, title or interest in and to any of the rights or the goodwill of Assignor with respect thereto; and,

(iii) the Assigned Trademarks and the registrations set forth on Schedule 1 are valid and subsisting.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

MAGRIS TALC USA, INC.

By _____

Name: _____

Title: _____

Address for Notices:

8051 E. Maplewood Ave., Suite 120,
Greenwood Village, CO 80111

AND

MAGRIS TALC CANADA, INC.

By _____

Name: _____

Title: _____

Address for Notices:

333 Bay St. Suite 1101, Toronto, ON M5H
2R2, Canada

AGREED TO AND ACCEPTED:

IMERYS TALC EUROPE

By _____

Name: FREDERIC JOUQUET

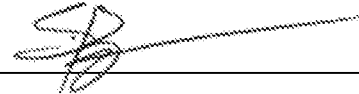
Title: PRESIDENT

Address for Notices:

2 Place Edouard Bouillères, 31100
Toulouse, France

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

MAGRIS TALC USA, INC.

By  _____

Name: Scott Bergen

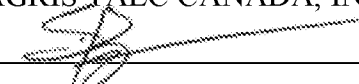
Title: Vice President, Commercial and Corporate Affairs

Address for Notices:

8051 E. Maplewood Ave., Suite 120,
Greenwood Village, CO 80111

AND

MAGRIS TALC CANADA, INC.

By  _____

Name: Scott Bergen

Title: Vice President, Commercial and Corporate Affairs

Address for Notices:

333 Bay St. Suite 1101, Toronto, ON M5H
2R2, Canada

AGREED TO AND ACCEPTED:

IMERYYS TALC EUROPE

By _____

Name: _____

Title: _____

Address for Notices:

2 Place Edouard Bouillères, 31100
Toulouse, France

SCHEDULE 1
ASSIGNED TRADEMARKS

Mark Name	Country / Region	Current Expiration Date	Current Appl. No.	Current Reg. No.	Current Appl. Date	Current Reg. Date
LUZENAC	CANADA	8/5/2024	729,396	TMA431572	5/20/1993	8/5/1994
LUZENAC	MEXICO	9/28/2027	885916	1,026,840	9/28/2007	2/26/2008
JETFINE	United States	8/14/2027	78/378,490	3,280,418	3/4/2004	8/14/2007
TALCOLIVA	Australia	6/14/2025	1,060,198	1,060,198	6/14/2005	1/23/2006
TALCOLIVA	Chile	12/16/2024	711798	711798	5/25/2004	12/16/2004
TALCOLIVA	New Zealand	6/14/2025	731075	731075	6/14/2005	1/12/2006
TALCOLIVA	United States	12/28/2024	78/276,230	2,915,290	7/18/2003	12/28/2004