

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kemira Chemicals, Inc.		10/15/2021	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Kemira Oyj		
Street Address:	P.O. Box 3300		
City:	Helsinki		
State/Country:	FINLAND		
Postal Code:	00101		
Entity Type:	Public Limited Company: FINLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3714690	AMA	
Registration Number:	1721260	AMA	
Registration Number:	2049241	INDUSIL	
Registration Number:	3920648	KEMDRILL	
Registration Number:	3920647	KEMFLOW	
Registration Number:	3920642	KEMGUARD	
Registration Number:	3920646	KEMSEP	
Registration Number:	1946499	LOADFAST	
CORRESPONDENCE DATA			
Fax Number:	7709510933		
<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:	770-933-9500		
Email:	c.stone@thip.law		
Correspondent Name:	Cynthia J. Lee		
Address Line 1:	3200 Windy Hill Road, SE		
Address Line 2:	Suite 1600E		
Address Line 4:	Atlanta, GEORGIA 30339		
NAME OF SUBMITTER:	Cynthia J. Lee		
SIGNATURE:	/Cynthia J. Lee/		

OP \$215.00 3714690

DATE SIGNED:

06/15/2022

Total Attachments: 16

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**INTELLECTUAL PROPERTY RIGHTS
ASSIGNMENT AGREEMENT**

This Intellectual Property Rights Assignment Agreement (the "**Agreement**") is concluded on October 15, 2021 (the "**Effective Date**") between:

(A) **Kemira Chemicals, Inc.**

Address: 1000 Parkwood Circle, Suite 500, Atlanta, Georgia 30339, USA

Registration number: H403590 (Georgia Corporation #), EIN: 01-0598941

("Assignor")

and

(B) **Kemira Oyj**

Address: Energiakatu 4, 00180 Helsinki, Finland

Business ID 0109823-0

("Assignee")

Assignor and Assignee are jointly referred to as the "**Parties**" and each separately a "**Party**".

BACKGROUND:

- A. The Assignee is the ultimate parent company of Kemira group. The Assignor is an affiliated company of the Assignee.
- B. The Assignor is the sole legal and beneficial owner of certain intellectual property rights and the corresponding registrations set forth in Exhibit A attached hereto (the "**Assigned IPR**").
- C. The Assignor desires to sell, and the Assignee desires to purchase, the legal and beneficial ownership of the Assigned IPR on terms and conditions set out in this Agreement.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1 Assignment

- 1.1 Assignor hereby irrevocably sells and assigns to Assignee all of Assignor's right, title and interest in and to Assigned IPR, including without limitation any and all associated goodwill (beneficial ownership), together with all rights of action and claims for damages and benefits for Assignee's own risk and account arising because of past

infringement thereof, and Assignee agrees to purchase the Assigned IPR and accepts such assignment. The assignment includes, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Assigned IPR, the right to renew any registrations included in the Assigned IPR, the right to apply for registrations based in whole or in part upon the Assigned IPR, and any priority right that may arise from the Assigned IPR.

1.2 The full and unrestricted beneficial ownership of the Assigned IPR shall pass from the Assignor to the Assignee upon the Effective Date. As of the Effective Date, the Assignee is entitled to exercise all rights attached or accruing to the beneficial ownership of the Assigned IPR.

1.3 The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications related to the Assigned IPR to Assignee as the recipient of Assignor's entire right, title, and interest therein.

2 Purchase Price and Payment

2.1 Purchase price

The Assigned IPR has been a part of a cost sharing arrangement between the Parties. As consideration for the transfer of the ownership of the Assigned IPR, Assignee agrees to reimburse Assignor for any documented registration or administrative costs relating to the Assigned IPR incurred by Assignor between January 1, 2011 and October 15, 2021.

Assignor shall notify Assignee of such costs in writing by the end of this year and issue an invoice for the same with a payment term of not less than 14 days.

2.2 Payment

The Assignee agrees to pay the purchase price to the Assignor according to the invoice to be issued by Assignor. The purchase price will be paid in cash in immediately available funds by means of a bank transfer to the bank account indicated by the Assignor and/or through setting off against receivables held by the Assignee from the Assignor utilizing the Kemira Group Netting System. Interest on overdue payments under this Agreement shall accrue in accordance with the Finnish Interest Act (633/1982) (as amended from time to time).

3 Use of the Assigned IPR by Assignor after the assignment

Assignor may continue exploiting the Assigned IPR in accordance with the existing License Agreement between Assignee and Assignor dated January 1, 2009.

4 Representations and Warranties of the Assignor

The Assignor represents and warrants to the Assignee that the representations and warranties given in this clause 4 shall be true as at the date hereof.

4.1 Validity of this Agreement

This Agreement has been duly authorized and approved by the Assignor and constitutes a legal, valid and binding obligation of the Assignor enforceable against it in accordance with its terms.

The Assignor has the full legal and corporate power to enter into this Agreement and to consummate the transaction.

Neither the execution of this Agreement nor the consummation of the Transaction will result in a breach of any judgment, decree or order of any national or supranational court, governmental or other body, any applicable law or regulation or the articles of association of the Assignor.

4.2 Transfer of beneficial ownership

The Assignor has full right, power and authority to convey the beneficial ownership of the Assigned IPR in accordance with this Agreement. The beneficial ownership is not subject to any kind of encumbrance, lien or any other third party right.

5 **Representations and Warranties of the Assignee**

The Assignee represents and warrants to the Assignor that the representations and warranties given in this clause 5 shall be true as at the date hereof.

5.1 Validity of this Agreement

This Agreement has been duly authorized and approved by the Assignee and constitutes a legal, valid and binding obligation of the Assignee enforceable against it in accordance with its terms.

The Assignee has the full legal and corporate power to enter into this Agreement and to consummate the Transaction. Neither the execution of this Agreement nor the consummation of the Transaction will result in a breach of any judgment, decree or order of any national or supranational court, governmental or other body, any applicable law or regulation or the Articles of Association of the Assignee.

6 **Confidentiality**

Unless otherwise required by applicable law, the Parties shall maintain secret and confidential and shall not publicly disclose the contents of this Agreement.

7 **Miscellaneous**

7.1 Taxes and fees related to the transfer

All taxes and any related fees potentially levied on this transaction, whether in Finland or in any other jurisdiction, shall be paid by the Assignee. The Assignee shall, at its own expense, properly file on a timely basis all necessary transfer tax and other documentation with respect to any transfer tax and other applicable tax and fee and provide the Assignor with evidence of payment thereof.

7.2 Further assurances

Each Party undertake that it shall, from time to time, do or procure the doing of all acts and/or execute or procure the execution of all documents, as may be reasonably required for the conclusion and implementation of this transaction.

7.3 Entire Agreement

This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements relating to the subject matter hereof.

7.4 Amendments

Any amendment to this Agreement shall be in writing and shall have no effect unless signed by the duly authorized representatives of both Parties.

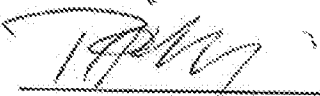
7.5 Governing law and dispute resolution

This Agreement shall be governed by and construed in accordance with the laws of Finland. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of Finland Chamber of Commerce in in Helsinki, Finland.

[SIGNATURE PAGE FOLLOWS]

Signatures

KEMIRA CHEMICALS, INC.

Signed by: 

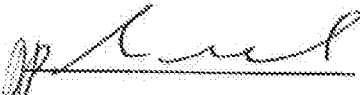
Name: Paul Kimberling

Title: President & Treasurer

Date: 15 October 2021

Place: Atlanta, Georgia USA

KEMIRA OYJ


Signed by: 

Name: Marika Korhonen

Title: Tax Director

Date: 15.10.2021

Place: Helsinki, Finland



MARJO TAAJAMA

VP, GROUP ACCOUNTING

15.10.2021

HELSINKI, FINLAND

EXHIBIT 1

ASSIGNED IPR

See next pages.

<u>Title</u>	<u>Country</u>	<u>Classes</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Applicant/ Holder according to the register</u>	<u>Case</u>	<u>Filing date</u>	<u>Registration date</u>
KEMDRILL	Argentina	1	2942971	3099217	Kemira Chemicals Inc.	Trademark registration	9.9.2009	26.7.2010
KEMFLOW	Argentina	1	2942951	3099747	Kemira Chemicals Inc.	Trademark registration	9.9.2009	3.6.2010
KEMGUARD	Argentina	1	2940373	3099078	Kemira Chemicals Inc.	Trademark registration	28.8.2009	28.5.2010
KEMSEP	Argentina	1	2942950	3100680	Kemira Chemicals Inc.	Trademark registration	9.9.2009	3.5.2010
KEMDRILL	Australia	1	1319221	1319221	Kemira Chemicals Inc.	Trademark registration	7.9.2009	22.4.2010
KEMEGUARD	Australia	1	1317441	1317441	Kemira Chemicals Inc.	Trademark registration	27.8.2009	22.4.2010
KEMFLOW	Australia	1	1319217	1319217	Kemira Chemicals Inc.	Trademark registration	7.9.2009	22.4.2010

KEMGUARD	Australia	1	1317438	1317438	Kemira Chemicals Inc.	Trademark registration	27.8.2009	22.4.2010
KEMSEP	Australia	1	1319228	1319228	Kemira Chemicals Inc.	Trademark registration	7.9.2009	22.4.2010
KEMDRILL	Azerbaijan	1	20091217	20101448	Kemira Chemicals Inc.	Trademark registration	16.9.2009	2.12.2010
KEMEGUARD	Azerbaijan	1	20091174	20101104	Kemira Chemicals Inc.	Trademark registration	3.9.2009	23.9.2010
KEMFLOW	Azerbaijan	1	20091219	20101105	Kemira Chemicals Inc.	Trademark registration	16.9.2009	23.9.2010
KEMGUARD	Azerbaijan	1	20091173	20101103	Kemira Chemicals Inc.	Trademark registration	3.9.2009	23.9.2010
KEMSEP	Azerbaijan	1	20091220	20101106	Kemira Chemicals Inc.	Trademark registration	16.9.2009	23.9.2010
Dial-A-Coat	Brazil	1	829932259	829932259	Kemira Chemicals Inc.	Trademark registration	16.10.2008	15.4.2014
KEMDRILL	Brazil	1	830379428	830379428	Kemira Chemicals Inc.	Trademark registration	14.9.2009	2.10.2012

KEMEGUARD	Brazil	1	830374000	830374000	Kemira Chemicals Inc.	Trademark registration	28.8.2009	12.6.2012
KEMFLOW	Brazil	1	830379380	830379380	Kemira Chemicals Inc.	Trademark registration	14.9.2009	2.10.2012
KEMGUARD	Brazil	1	830374027	830374027	Kemira Chemicals Inc.	Trademark registration	28.8.2009	12.6.2012
KEMSEP	Brazil	1	830379398	830379398	Kemira Chemicals Inc.	Trademark registration	14.9.2009	2.10.2012
Dial-A-Coat	Canada	1	1412944	806976	Kemira Chemicals Inc.	Trademark registration	2.10.2008	19.9.2011
KEMEGUARD	Canada	1	1450059	830313	Kemira Chemicals Inc.	Trademark registration	31.8.2009	22.8.2012
KEMGUARD	Canada	1	1450058	830312	Kemira Chemicals Inc.	Trademark registration	31.8.2009	22.8.2012
OMNIBULK	Canada	1	1422375	755347	Kemira Chemicals Inc.	Trademark registration	18.12.2008	15.12.2009
OMNIREPE	Canada	1	1422376	755317	Kemira Chemicals Inc.	Trademark registration	18.12.2008	15.12.2009

KEMDRILL	China	1	7721787	7721787	Kemira Chemicals Inc.	Trademark registration	24.9.2009	14.12.2010
KEMEGUARD	China	1	7721788	7721788	Kemira Chemicals Inc.	Trademark registration	24.9.2009	14.12.2010
KEMFLOW	China	1	7721799	7721799	Kemira Chemicals Inc.	Trademark registration	24.9.2009	14.12.2010
KEMGUARD	China	1	7721789	7721789	Kemira Chemicals Inc.	Trademark registration	24.9.2009	14.12.2010
KEMSEP	China	1	7721800	7721800	Kemira Chemicals Inc.	Trademark registration	24.9.2009	14.12.2010
KEMFLOW	Colombia	1	2009095239	401775	Kemira Chemicals Inc.	Trademark registration	9.7.2009	25.5.2010
KEMGUARD	Colombia	1	2009092526	401771	Kemira Chemicals Inc.	Trademark registration	1.9.2009	26.5.2010
KEMSEP	Colombia	1	2009095241	572446	Kemira Chemicals Inc.	Trademark registration	7.9.2009	14.9.2017
Dial-A-Coat	European Union	1	7256647	7256647	Kemira Chemicals Inc.	Trademark registration	25.9.2008	3.6.2009

KEMDRILL	European Union	1	008532186	008532186	Kemira Chemicals Inc.	Trademark registration	7.9.2009	1.3.2010
KEMEGUARD	European Union	1	008523607	008523607	Kemira Chemicals Inc.	Trademark registration	2.9.2009	1.3.2010
KEMFLOW	European Union	1	008532244	008532244	Kemira Chemicals Inc.	Trademark registration	7.9.2009	17.7.2010
KEMGUARD	European Union	1	008523541	008523541	Kemira Chemicals Inc.	Trademark registration	2.9.2009	1.3.2010
KEMSEPP	European Union	1	008532277	008532277	Kemira Chemicals Inc.	Trademark registration	7.9.2009	1.3.2010
Dial-A-Coat	Finland	1	T2000802200	244037	Kemira Chemicals Inc.	Trademark registration	16.6.2008	28.11.2008
KEMDRILL	Indonesia	1	D002009036672	300927	Kemira Chemicals Inc.	Trademark registration	12.11.2009	5.4.2011
KEMFLOW	Indonesia	1	D002009036679	300929	Kemira Chemicals Inc.	Trademark registration	20.11.2009	5.4.2011
KEMGUARD	Indonesia	1	D002009036683	300933	Kemira Chemicals Inc.	Trademark registration	12.11.2009	5.4.2011

KEMSEP	Indonesia	1	D002009036685	301366	Kemira Chemicals Inc.	Trademark registration	12.11.2009	5.4.2011
KEMDRILL	Kazakhstan	1	47982	33246	Kemira Chemicals Inc.	Trademark registration	11.9.2009	15.7.2010
KEMEGUARD	Kazakhstan	1	47888	33445	Kemira Chemicals Inc.	Trademark registration	3.9.2009	16.8.2010
KEMFLOW	Kazakhstan	1	47983	33452	Kemira Chemicals Inc.	Trademark registration	11.9.2009	16.8.2010
KEMGUARD	Kazakhstan	1	47887	33444	Kemira Chemicals Inc.	Trademark registration	3.9.2009	16.8.2010
KEMSEP	Kazakhstan	1	47984	33906	Kemira Chemicals Inc.	Trademark registration	11.9.2009	15.9.2010
Dial-A-Coat	Mexico	1	964537	1112617	Kemira Chemicals Inc.	Trademark registration	30.9.2008	29.7.2009
KEMDRILL	Mexico	1	1032656	1135164	Kemira Chemicals Inc.	Trademark registration	9.9.2009	11.12.2009
KEMEGUARD	Mexico	1	1031358	1149417	Kemira Chemicals Inc.	Trademark registration	3.9.2009	19.3.2010

KEMFLOW	Mexico	1	1032668	1122834	Kemira Chemicals Inc.	Trademark registration	9.9.2009	25.9.2009
KEMGUARD	Mexico	1	1031357	1149416	Kemira Chemicals Inc.	Trademark registration	3.9.2009	19.3.2010
KEMSEP	Mexico	1	1032661	1135166	Kemira Chemicals Inc.	Trademark registration	9.9.2009	11.12.2009
KEMDRILL	Norway	1	200909078	253437	Kemira Chemicals Inc.	Trademark registration	8.9.2009	9.11.2009
KEMEGUARD	Norway	1	200908869	253143	Kemira Chemicals Inc.	Trademark registration	3.9.2009	22.10.2009
KEMFLOW	Norway	1	200909079	262670	Kemira Chemicals Inc.	Trademark registration	8.9.2009	23.11.2011
KEMGUARD	Norway	1	200908870	253146	Kemira Chemicals Inc.	Trademark registration	3.9.2009	22.10.2009
KEMSEP	Norway	1	200909080	253440	Kemira Chemicals Inc.	Trademark registration	8.9.2009	9.11.2009
KEMDRILL	Russian Federation	1	2009722159	417450	Kemira Chemicals Inc.	Trademark registration	9.9.2009	2.9.2010

KEMEGUARD	Russian Federation	1	2009721562	411681	Kemira Chemicals Inc.	Trademark registration	3.9.2009	24.6.2010
KEMFLOW	Russian Federation	1	2009722155	413839	Kemira Chemicals Inc.	Trademark registration	9.9.2009	19.7.2010
KEMGUARD	Russian Federation	1	2009721581	415241	Kemira Chemicals Inc.	Trademark registration	3.9.2009	5.8.2010
KEMSEP	Russian Federation	1	2009722153	417449	Kemira Chemicals Inc.	Trademark registration	9.9.2009	2.9.2010
KEMDRILL	Turkmenistan	1	20090462	11095	Kemira Chemicals Inc.	Trademark registration	9.9.2009	15.9.2011
KEMEGUARD	Turkmenistan	1	20090455	11094	Kemira Chemicals Inc.	Trademark registration	4.9.2009	15.9.2011
KEMFLOW	Turkmenistan	1	20090464	11096	Kemira Chemicals Inc.	Trademark registration	9.9.2009	15.9.2011
KEMGUARD	Turkmenistan	1	20090454	11093	Kemira Chemicals Inc.	Trademark registration	4.9.2009	15.9.2011
KEMSEP	Turkmenistan	1	20090465	11097	Kemira Chemicals Inc.	Trademark registration	9.9.2009	15.9.2011

Dial-A-Coat	United Kingdom	1	7256647	UK00907256647	Kemira Chemicals Inc.	Trademark registration	25.9.2008	3.6.2009
KEMDRILL	United Kingdom	1	008532186	UK00908532186	Kemira Chemicals Inc.	Trademark registration	7.9.2009	1.3.2010
KEMEGUARD	United Kingdom	1	008523607	UK00908523607	Kemira Chemicals Inc.	Trademark registration	2.9.2009	1.3.2010
KEMFLOW	United Kingdom	1	008532244	UK00908532244	Kemira Chemicals Inc.	Trademark registration	7.9.2009	17.7.2010
KEMGUARD	United Kingdom	1	008523541	UK00908523541	Kemira Chemicals Inc.	Trademark registration	2.9.2009	1.3.2010
KEMSEP	United Kingdom	1	008532277	UK00908532277	Kemira Chemicals Inc.	Trademark registration	7.9.2009	1.3.2010
AMA	USA	5	777713444	3714690	Kemira Chemicals Inc.	Trademark registration	14.4.2009	24.11.2009
AMA	USA	1	74243438	1721260	Kemira Chemicals Inc.	Trademark registration	5.2.1992	6.10.1992
INDUSIL	USA	1	75116718	2049241	Kemira Chemicals Inc.	Trademark registration	10.6.1996	1.4.1997

KEMDRILL	USA	1	77/813243	3920648	Kemira Chemicals Inc.	Trademark registration	26.8.2009	15.2.2011
KEMFLOW	USA	1	77/813237	3920647	Kemira Chemicals Inc.	Trademark registration	26.8.2009	15.2.2011
KEMGUARD	USA	1	77/812167	3920642	Kemira Chemicals Inc.	Trademark registration	25.8.2009	15.2.2011
KEMSEP	USA	1	77/813229	3920646	Kemira Chemicals Inc.	Trademark registration	26.8.2009	15.2.2011
LOADFAST	USA	1	74564877	1946499	Kemira Chemicals Inc.	Trademark registration	24.8.1984	9.1.1996

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