

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736653

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RHI US, LTD.		06/06/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Monofrax Holdings GmbH		
Street Address:	Konrad-Zuse-Platz 8,		
City:	Munich		
State/Country:	GERMANY		
Postal Code:	81829		
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0766985	MONOFRAX	
Registration Number:	0326488	MONOFRAX	
CORRESPONDENCE DATA			
Fax Number:	6462187665		
<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:	6462187605		
Email:	nfriedma@hodgsonruss.com		
Correspondent Name:	Neil B Friedman		
Address Line 1:	605 Third Avenue, Suite 2300		
Address Line 4:	New York, NEW YORK 10158		
ATTORNEY DOCKET NUMBER:	1472 Monofrax		
NAME OF SUBMITTER:	Neil B Friedman		
SIGNATURE:	/Neil B Friedman/		
DATE SIGNED:	06/23/2022		
Total Attachments: 20			
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DECLARATION BY

Mark Plantan

I Mark Plantan, declare under penalty of perjury and pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am employed by RHI US, LTD., a limited corporation organized under the laws of the State of Delaware, with a place of business at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.
2. I have been employed by RHI US, Ltd. for 3 years and my present title is General Counsel - NAM.
3. I make this declaration based upon my personal firsthand knowledge of the below facts.
4. That on June 5, 2016 RHI US, LTD. acquired all of the right, title and interest in and to certain trademarks from Refractory Intellectual Property GmbH & Co. KG, an Austrian company having an address at Wienerbergstrasse 11 Vienna, Austria A-1100 (the "Trademarks") as set forth in the assignment attached hereto as Exhibit 1, including but not limited to: (i) all registration rights with respect to the Trademarks, (ii) all rights to prepare derivative marks, (iii) any goodwill associated with the Trademarks; (iv) all income, royalties or claims relating to the Trademarks, due or payable on or after the date of assignment; and (v) all rights to sue for past infringement of the Trademarks.
5. That on June 6, 2016, RHI US, LTD. assigned all of the right, title and interest in and to the Trademarks identified in Exhibit 1, including but not limited to: (i) all registration rights with respect to the Trademarks, (ii) all rights to prepare derivative marks, (iii) any goodwill associated with the Trademarks; (iv) all income, royalties or claims relating to the Trademarks, due or payable on or after the date of assignment; and (v) all rights to sue for past infringement of the Trademarks to Callista Turnaround 3 GmbH, a Gesellschaft mit beschränkter Haftung organized under the laws of Germany, with a place of business at, Konrad-Zuse-Platz 8, Munich, Germany 81829. A copy of the foregoing assignment is attached as Exhibit 2.
6. That RHI US, LTD. had misplaced the June 5, 2016 assignment referenced in Exhibit 1 and it erroneously created and recorded an assignment with the USPTO Assignment Branch at Reel 006333 Frame 0670 on May 21, 2018, which is attached as Exhibit 3, when RHI US, LTD. no longer had any right title and interest in the Trademarks.
7. RHI US, LTD. confirms that the current owner of the Trademarks should be Callista Turnaround 3 GmbH based upon the assignment executed and referenced within Exhibit 2. RHI US, LTD. has been informed that Callista Turnaround 3 GmbH has changed its name to Monofrax Holding GmbH, a Gesellschaft mit beschränkter Haftung organized under the laws of Germany, with a place of business at, Konrad-Zuse-Platz 8, Munich, Germany 81829. A copy of the change of name is attached as Exhibit 4.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

By: Mark Plarter

Print Name: Mark Plarter

Date: 6/20/22

EXHIBIT 1

TRADEMARK ASSIGNMENT

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment") is made and entered into this ___ day of June, 2016 (the "Effective Date"), by and between:

REFRACTORY INTELLECTUAL PROPERTY GmbH & CO. KG, an Austrian company, having an address of Wienerbergstrasse 11, Vienna, Austria A-1100 ("Assignor"); and

RHI US, LTD., a Delaware corporation, having an address of 4355 Fairview Street, Burlington, Ontario, Canada L7L 2A4 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks listed on Schedule A attached hereto and expressly incorporated herein by reference (the "Trademarks");

WHEREAS, Assignee is desirous of acquiring the Trademarks; and

WHEREAS, Assignor is willing to assign the Trademarks to Assignee.

NOW THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration (including the premises and covenants set forth in this Assignment), the receipt of which is hereby acknowledged, the Assignor and Assignee agree as follows:

1. Assignor hereby assigns, sells and transfers to Assignee all of its right, title and interest in and to the Trademarks, including but not limited to: (i) all registration rights with respect to the Trademarks; (ii) all rights to prepare derivative marks; (iii) any goodwill associated with the Trademarks; (iv) all income, royalties or claims relating to the Trademarks, due or payable on or after the date of Assignment; and (v) all rights to sue for past infringement of the Trademarks.

2. Assignor represents and warrants that (i) Assignor is the exclusive owner of the Trademarks; (ii) Assignor possesses all right, title and interest in and to the Trademarks; (iii) Assignor has the power to enter into this Assignment; and (iv) the rights transferred in this Assignment are free of any lien, encumbrance, or adverse claim.

3. Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of assignment of all of the Trademarks to Assignee.

4. The covenants and conditions contained in this Assignment shall apply to and bind the parties and their heirs, legal representatives, successors and permitted assigns.

5. Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact on Assignor's and Assignee's behalf and in Assignor's and/or Assignee's name, place and stead, to execute any further documents or instruments and do any and all further acts that may be deemed necessary or desirable by Assignee, its successors and assigns, to effect the

conveyance to Assignee, its successors and assigns, of the title and rights whose conveyance is made hereby, and to enable such title and rights to be recorded in the United States and all foreign countries, and to enable Assignee to sustain, renew or extend the Trademarks transferred, and to maintain, perfect, support and protect the right, title and interest of Assignee, its successors and assigns, in and to the Trademarks granted and any trademark applications filed in connection therewith.

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

**REFRACTORY INTELLECTUAL
PROPERTY GmbH & CO. KG**

By: [Signature]
Name: WITTEWELDER SCHLEIBL
Title: VP INNOV. LIP Head R+D

WITNESS:

[Signature]
Signature
CHRISTOPH SCHWETZUR
Printed Name of Witness

WITNESS:

[Signature]
Signature
TANJA KRISTL
Printed Name of Witness

RHI US, LTD.

By: _____
Name: Vaughan Galbraith
Title: President

By: _____
Name: Eric G. Soller
Title: Vice President

WITNESS:

Signature

Printed Name of Witness

WITNESS:

Signature

Printed Name of Witness

conveyance to Assignee, its successors and assigns, of the title and rights whose conveyance is made hereby, and to enable such title and rights to be recorded in the United States and all foreign countries, and to enable Assignee to sustain, renew or extend the Trademarks transferred, and to maintain, perfect, support and protect the right, title and interest of Assignee, its successors and assigns, in and to the Trademarks granted and any trademark applications filed in connection therewith.

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

**REFRACTORY INTELLECTUAL
PROPERTY GmbH & CO. KG**

By: _____
Name: _____
Title: _____

WITNESS:

Signature

Printed Name of Witness

WITNESS:

Signature

Printed Name of Witness

RHI US, LTD.

By: *V. Galbraith*
Name: Vaughan Galbraith
Title: President

By: _____
Name: Eric G. Soller
Title: Vice President

WITNESS:

Tony Paiano
Signature
TONY PAIANO
Printed Name of Witness

WITNESS:

Signature

Printed Name of Witness

conveyance to Assignee, its successors and assigns, of the title and rights whose conveyance is made hereby, and to enable such title and rights to be recorded in the United States and all foreign countries, and to enable Assignee to sustain, renew or extend the Trademarks transferred, and to maintain, perfect, support and protect the right, title and interest of Assignee, its successors and assigns, in and to the Trademarks granted and any trademark applications filed in connection therewith.

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**REFRACTORY INTELLECTUAL
PROPERTY GmbH & CO. KG**

By: _____
Name: _____
Title: _____

WITNESS:

Signature

Printed Name of Witness

WITNESS:

Signature

Printed Name of Witness

RHI US, LTD.

By: _____
Name: Vaughan Galbraith
Title: President

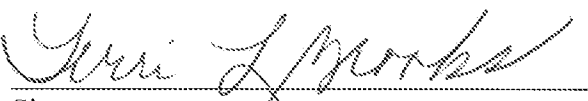
By: 
Name: Eric G. Soller
Title: Vice President

WITNESS:

Signature

Printed Name of Witness

WITNESS:


Signature
TERRY L. BROOKS
Printed Name of Witness

SCHEDULE A - TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>
MONOFRAX	Canada	254387 12-Dec-1959	151199 09-Jun-1967
MONOFRAX	France	715083 20-Sept-1984	1284428 20-Sept-1984
MONOFRAX	Italy	379236 24-Oct-1959	898752 24-Oct-1959
MONOFRAX	Japan	31324 27-Oct-1959	576938 10-Jul-1961
MONOFRAX	United Kingdom	704661 06-Feb-1952	704661 06-Feb-1952
MONOFRAX	United States	72/156876 08-Nov-1962	766985 24-Mar-1964
MONOFRAX	United States	71/354243 24-Jul-1934	326488 23-Jul-1935
MONOFRAX	Europe (CTM)	013805321	
MONOFRAX	United States	75228048 07-Jan-1997	2246472 18-May-1999
MONOFRAX	China (Peoples Republic)	3495177 21-Mar-2003	Registered 21-Apr-2008
MONOFRAX	International Registration (WIPO)		IR # 1266707 06-Sept-2015
MONOFRAX	China		IR # 1266707 06-Sept-2015
MONOFRAX	Japan		IR # 1266707 06-Sept-2015
MONOFRAX	United States	79/173,274 09-Jun-2015	IR# 1266707 06-Sept-2015
MONOFRAX	South Africa	2013/25081 9-Sept-2013	2013/25081 27-Aug-2015
ZA-RAM	United States	75/417321 08-Jan-1998	2232034 16-Mar-1999

EXHIBIT 2

TRADEMARK ASSIGNMENT

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment") is made and entered into this 6th day of June, 2016 (the "Effective Date"), by and between:

RHI US, LTD., a Delaware corporation, having an address of 4355 Fairview Street, Burlington, Ontario, Canada L7L 2A4 ("Assignor"); and

CALLISTA TURNAROUND 3 GmbH, a company registered under German law, register number HRB 224406, registry of Munich ("Assignee").

WHEREAS, Assignor is the owner of the trademarks listed on Schedule A attached hereto and expressly incorporated herein by reference (the "Trademarks");

WHEREAS, Assignee is desirous of acquiring the Trademarks; and

WHEREAS, Assignor is willing to assign the Trademarks to Assignee.

NOW THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration (including the premises and covenants set forth in this Assignment), the receipt of which is hereby acknowledged, the Assignor and Assignee agree as follows:

1. Assignor hereby assigns, sells and transfers to Assignee all of its right, title and interest in and to the Trademarks, including but not limited to: (i) all registration rights with respect to the Trademarks; (ii) all rights to prepare derivative marks; (iii) any goodwill associated with the Trademarks; (iv) all income, royalties or claims relating to the Trademarks, due or payable on or after the date of Assignment; and (v) all rights to sue for past infringement of the Trademarks.

2. Assignor represents and warrants that (i) Assignor is the exclusive owner of the Trademarks; (ii) Assignor possesses all right, title and interest in and to the Trademarks; (iii) Assignor has the power to enter into this Assignment; and (iv) the rights transferred in this Assignment are free of any lien, encumbrance, or adverse claim.

3. Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of assignment of all of the Trademarks to Assignee.

4. The covenants and conditions contained in this Assignment shall apply to and bind the parties and their heirs, legal representatives, successors and permitted assigns.

5. Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact on Assignor's and Assignee's behalf and in Assignor's and/or Assignee's name, place and stead, to execute any further documents or instruments and do any and all further acts that may be deemed necessary or desirable by Assignee, its successors and assigns, to effect the

conveyance to Assignee, its successors and assigns, of the title and rights whose conveyance is made hereby, and to enable such title and rights to be recorded in the United States and all foreign countries, and to enable Assignee to sustain, renew or extend the Trademarks transferred, and to maintain, perfect, support and protect the right, title and interest of Assignee, its successors and assigns, in and to the Trademarks granted and any trademark applications filed in connection therewith.


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

RHI US, LTD.

By: 
Name: Vaughan Galbraith
Title: President

By: _____
Name: Eric G. Soller
Title: Vice President

WITNESS:


Signature
TONY PIANO
Printed Name of Witness

WITNESS:

Signature

Printed Name of Witness

CALLISTA TURNAROUND 3, GmbH

By: _____
Name: Olaf Meier
Title: Managing Director

WITNESS:

Signature

Printed Name of Witness

WITNESS:

Signature

Printed Name of Witness

conveyance to Assignee, its successors and assigns, of the title and rights whose conveyance is made hereby, and to enable such title and rights to be recorded in the United States and all foreign countries, and to enable Assignee to sustain, renew or extend the Trademarks transferred, and to maintain, perfect, support and protect the right, title and interest of Assignee, its successors and assigns, in and to the Trademarks granted and any trademark applications filed in connection therewith.

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

RHI US, LTD.

By: _____

Name: Vaughan Galbraith

Title: President

By:  _____

Name: Eric G. Soller

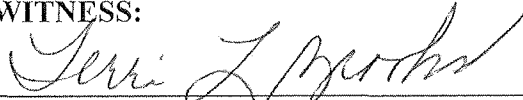
Title: Vice President

WITNESS:

Signature

Printed Name of Witness

WITNESS:

 _____

Signature

TERRI L. BROOKS

Printed Name of Witness

CALLISTA TURNAROUND 3, GmbH

By: _____

Name: Olaf Meier

Title: Managing Director

WITNESS:

Signature

Printed Name of Witness

WITNESS:

Signature

Printed Name of Witness

conveyance to Assignee, its successors and assigns, of the title and rights whose conveyance is made hereby, and to enable such title and rights to be recorded in the United States and all foreign countries, and to enable Assignee to sustain, renew or extend the Trademarks transferred, and to maintain, perfect, support and protect the right, title and interest of Assignee, its successors and assigns, in and to the Trademarks granted and any trademark applications filed in connection therewith.

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RHI US, LTD.

By: _____

Name: Vaughan Galbraith

Title: President

By: _____

Name: Eric G. Soller

Title: Vice President

WITNESS:

Signature

Printed Name of Witness

WITNESS:

Signature

Printed Name of Witness

CALLISTA TURNAROUND 3, GmbH

By:  _____

Name: Olaf Meier

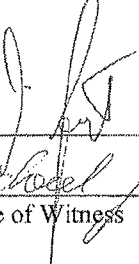
Title: Managing Director

WITNESS:

Signature

Printed Name of Witness

WITNESS:

 _____
Signature

Printed Name of Witness

SCHEDULE A - TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>
MONOFRAX	Canada	254387 12-Dec-1959	151199 09-Jun-1967
MONOFRAX	France	715083 20-Sept-1984	1284428 20-Sept-1984
MONOFRAX	Italy	379236 24-Oct-1959	898752 24-Oct-1959
MONOFRAX	Japan	31324 27-Oct-1959	576938 10-Jul-1961
MONOFRAX	United Kingdom	704661 06-Feb-1952	704661 06-Feb-1952
MONOFRAX	United States	72/156876 08-Nov-1962	766985 24-Mar-1964
MONOFRAX	United States	71/354243 24-Jul-1934	326488 23-Jul-1935
MONOFRAX	Europe (CTM)	013805321	
MONOFRAX	United States	75228048 07-Jan-1997	2246472 18-May-1999
MONOFRAX	China (Peoples Republic)	3495177 21-Mar-2003	Registered 21-Apr-2008
MONOFRAX	International Registration (WIPO)		IR # 1266707 06-Sept-2015
MONOFRAX	China		IR # 1266707 06-Sept-2015
MONOFRAX	Japan		IR # 1266707 06-Sept-2015
MONOFRAX	United States	79/173,274 09-Jun-2015	IR# 1266707 06-Sept-2015
MONOFRAX	South Africa	2013/25081 9-Sept-2013	2013/25081 27-Aug-2015
ZA-RAM	United States	75/417321 08-Jan-1998	2232034 16-Mar-1999

EXHIBIT 3

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (“Assignment”) is made and entered into by and between Refractory Intellectual Property GmbH & Co. KG, an Austria corporation, having an address of Wienerbergstrasse 11, Wien A-1100, Austria (“Assignor”) and RHI US, LTD., a Delaware corporation, having an address of Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, USA (“Assignee”).

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee the entire right, title and interest in and to the following United States Trademark Registrations:


United States Registration Number	Trademark
326,488	MONOFRAX
766,985	MONOFRAX
2,232,034	ZA-RAM
2,246,472	MONOFRAX (and Design)

The above-identified United States Trademark Registrations (the “Marks”) taken together with the goodwill of the business in connection with which the Marks are used and all applications for registration, registrations and any registrations that may be secured for the Marks in the United States, its territories and possessions, and throughout the world.

Assignee requests that the United States Patent and Trademark Office and any and all other appropriate Trademark Offices record Assignee as the owner of all applications for registration, registrations and any registrations that may be secured for the Marks in the United States, its territories and possessions, and throughout the world.

ASSIGNOR:

Refractory Intellectual Property GmbH & Co. KG

By: 
[authorized signature]


Name: SCHRIEBL RANTLAC

Title: Head LIDER Head Legal & Compliance

Date: 6.4.18 10/4/18

ASSIGNEE:

RHI US, LTD.

By: 
[authorized signature]

Name: Vaughan Galbraith

Title: President

Date: April 24/18

EXHIBIT 4

Nummer der Eintragung	a) Firma b) Sitz, Niederlassung, inländische Geschäftsanschrift, empfangsberechtigte Person, Zweigniederlassungen c) Gegenstand des Unternehmens	Grund- oder Stammkapital	a) Allgemeine Vertretungsregelung b) Vorstand, Leitungsorgan, geschäftsführende Direktoren, persönlich haftende Gesellschafter, Geschäftsführer, Vertretungsberechtigte und besondere Vertretungsbefugnis	Prokura	a) Rechtsform, Beginn, Satzung oder Gesellschaftsvertrag b) Sonstige Rechtsverhältnisse	a) Tag der Eintragung b) Bemerkungen
1	2	3	4	5	6	7
1	a) Callisia Turnaround 3 GmbH b) München Geschäftsanschrift: Konrad-Zuse-Platz 8, c/o Callisia Private Equity, 81829 München c) Halten und Entwickeln von Beteiligungen an anderen Unternehmen.	25.000,00 EUR	a) Ist nur ein Geschäftsführer bestellt, so vertritt er die Gesellschaft allein. Sind mehrere Geschäftsführer bestellt, so wird die Gesellschaft durch zwei Geschäftsführer oder durch einen Geschäftsführer gemeinsam mit einem Prokuristen vertreten. b) Geschäftsführer: Meier, Olaf, Anzng, *24.06.1970 einzelvertretungsberechtigt, mit der Befugnis, im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen. Geschäftsführer: Zube, Marc, München, *08.06.1965 einzelvertretungsberechtigt, mit der Befugnis, im Namen der Gesellschaft mit sich im eigenen Namen oder als Vertreter eines Dritten Rechtsgeschäfte abzuschließen.		a) Gesellschaft mit beschränkter Haftung Gesellschaftsvertrag vom 05.02.2016.	a) 10.03.2016 Schoppa
2	a) Monofrax Holding GmbH b) Geschäftsanschrift: Steinstr. 48 c/o Callisia Private Equity, 81667 München				a) Die Gesellschafterversammlung vom 10.06.2016 hat die Änderung des § 1 (Firma) der Satzung beschlossen.	a) 20.06.2016 Kühn

TRADEMARK

REEL: 007761 FRAME: 0280

Number of entry	a) Company b) Headquarters, branch, domestic business address, authorised recipient, branch offices c) Object of the company	Share capital	a) General provision on representation b) Board of directors, management body, executive director, personally liable partners, managing director, authorised representatives and special power of representation	Power of attorney	a) Legal form, commencement, articles of association or partnership agreement b) Other legal relationships	a) Date of registration b) Notes
1	2	3	4	5	6	7
1	a) Callista Turnaround 3 GmbH b) Munich Business address: Konrad-Zuse-Platz 8, c/o Callista Private Equity, 81829 Munich c) Holding and developing interests in other companies.	25.000,00 EUR	a) if only one managing director has been appointed, he/she shall represent the company alone. If several managing directors have been appointed, the company shall be represented by two managing directors or by one managing director together with an authorised signatory. b) Managing director: Meier, Olaf, Anzing, *24.08.1970 authorised to individual representation; with the authority to conclude legal transactions on behalf of the company in its own name or as the representative of a third party.		a) Limited liability company Partnership agreement dated 05.02.2016.	a) 10.03.2016 Schoppa
2	a) Monofrax Holding GmbH b) Business address: Steiner, 48 c/o Callista Private Equity, 81857 Munich		Managing director: Zuber, Marc, Munich, *08.06.1965 authorised to individual representation; with the authority to conclude legal transactions on behalf of the company in its own name or as the representative of a third party.		a) The shareholders' meeting of 10.06.2016 resolved to amend & 1 of the (company) Articles of Association.	a) 20.06.2016 Kuhn

Translated from German into English

Pennsylvania Office:
1152 Mae St., Suite 122
Hummelstown, PA 17036

Maryland Office:
332-140 Village Rd., Suite 161
Westminster, MD 21157



Translation Services

a division of Fox Medical Case Management, PC

Translation Phone: 844-369-8726
Translation Fax: 844-724-2092
Email: info@foxcasemanagement.com
Web: www.myfoxtranslation.com

CERTIFICATION OF TRANSLATION:

We, Fox Translation Services, are competent to translate from German to English and certify that the translation of the Commercial Register extract is true and accurate to the best of our abilities.

[Handwritten Signature]

Signature of Translator

Mikhail Suris

Typed/Printed Name of Translator

1152 Mae Street, Suite 122
Address

Hummelstown, PA
City/State

17036
Zip

State of: FLORIDA

County of: Orange

Subscribed and sworn to (or affirmed) before me on this 26th day of January in the year 2022

[Handwritten Signature: Dina Reed]
Signature of Notary Public

My commission expires: 5/18/2024



Dina Reed
Notary Public
State of Florida
Comm# GG985638
Expires 5/18/2024