# CH \$190.00 19319

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM752842

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly Execution Da		Entity Type	
ROHM AND HAAS CHEMICALS LLC			Limited Liability Company: DELAWARE	

### **RECEIVING PARTY DATA**

Name:	DDP SPECIALTY ELECTRONIC MATERIALS US 5, LLC
Street Address:	974 CENTRE ROAD
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19805
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1931933	ADVANTAGE 2000
Registration Number:	2238742	CUOX
Registration Number:	2240603	ENVIROSTRIP
Registration Number:	2240626	RESOLVE
Registration Number:	2320206	SURFACEKLEAN
Registration Number:	2240602	SURFACESTRIP
Registration Number:	1806943	ULTRAYIELD

# CORRESPONDENCE DATA

**Fax Number:** 3023518771

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.

**Phone:** 302-300-5288

Email: ddtrademarks@dupont.com

Correspondent Name: DUPONT LEGAL Address Line 1: 974 CENTRE ROAD

Address Line 4: WILMINGTON, DELAWARE 19805

ATTORNEY DOCKET NUMBER:	DDP SEM US 5 LLC ASSGN
NAME OF SUBMITTER:	Patricia T. Panariello
SIGNATURE:	/Patricia T. Panariello/

TRADEMARK
REEL: 007837 FRAME: 0881

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Total Attachments: 6
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# FORM OF TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of August 1, 2017 (the "Effective Date"), is by and between Rohm and Haas Chemicals LLC, a Delaware limited liability company, with address of 100 Independence Mall West, Philadelphia, PA 19106 USA ("Assignor") and DDP Specialty Electronic Materials US 5, LLC, a Delaware limited liability company, with address of 974 Centre Rd, Wilmington, DE, 19805 ("Assignee"), (each a "Party" and collectively, the "Parties").

WHEREAS, Assignor owns the trademark applications and registrations set forth on <u>Schedule A</u> hereto (the foregoing, including all trademarks issuing from any trademark application, collectively, the "<u>Assigned Trademarks</u>"); and

WHEREAS, the Parties hereto agree that the Assignor contribute, transfer, assign and convey to the Assignee all of its right, title and interest in and to the Assigned Trademarks and that the Assignee accept such contribution, transfer, assignment and conveyance of such Assigned Trademarks;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this Assignment, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Conveyance. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, including all goodwill, common law rights, rights of priority and renewals to the extent associated therewith and all rights and remedies against past, present and future infringement, dilution, misappropriation or other violation thereof, including the right to enforce the foregoing and to sue for and recover profits and damages for any and all infringements, dilutions, misappropriations or other violations thereof, whether past, present or future, to the full end of the term or terms for which said trademarks may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor without this assignment (the rights transferred under this Section I cumulatively, the "Assigned Rights").
- 2. Recordation: Further Assurances. Assignor and Assignee shall each take any and all additional actions as may be reasonably necessary to effect the transactions contemplated hereby, including Assignor's execution of individual assignment documentation prepared by Assignee at Assignee's expense for filing with the authorities of each individual country. In furtherance of the foregoing, Assignor agrees that with respect to the Assigned Trademarks it will enter into an assignment agreement suitable for filing with the authorities of each individual country (each a "Recordal Instrument"). The Parties agree that any Recordal Instrument shall give no greater rights or remedies in respect of the transaction completed in such Recordal Instrument than those provided for herein and Section 4 of this Assignment shall apply to any

Recordal Instrument as if fully set forth therein. As between the Parties, the responsibility to file assignments with the national trademark offices of each country for the Assigned Trademarks shall be on the Assignee and the Assignee shall bear the cost of filing such assignments (unless, as of the Effective Date, the trademark registration or application is not properly recorded in the name of the Assignor or an Affiliate of Assignor, in which case, at the request of Assignee, the Parties shall reasonably cooperate to make the necessary corrective filings and recordals of the documents that are available to them and shall split evenly any expenses in connection with the foregoing corrections and each Party shall provide any receipts and expense documentation to the other Party for the purposes of splitting such expenses).

- 3. <u>Prosecution and Maintenance</u>. For the avoidance of doubt but without limiting the obligations set forth in Section 2 hereof, as of and following the Effective Date, Assignor will have no responsibility to take any action to maintain any of the Assigned Trademarks or further prosecute or seek issuance of any trademark applications included in the Assigned Trademarks, including payment of fees, responses to any office action or other inquiries from agents of governmental entities or registrars, or otherwise.
- 4. No Claims. Except with respect to Section 2 of this Assignment, neither Party nor any of their respective affiliates or representatives will have, or be subject to, any liability or indemnification obligation under this Assignment 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. Except with respect to Section 2, each of the Parties hereby agrees (a) not to bring any claim or Action (as defined herein) under this Assignment against the other Party, its affiliates or representatives and (b) to cause its respective affiliates and representatives to comply with this Section 4. "Action" shall mean any claims, actions, suits, inquiries, proceedings or investigations by or before any governmental authority or arbitral tribunal.
- 5. Disclaimer of Representations and Warranties. ASSIGNEE (ON BEHALF OF ITSELF AND ITS AFFILIATES) UNDERSTANDS AND AGREES THAT NO PARTY TO THIS ASSIGNMENT IS REPRESENTING OR WARRANTING IN ANY WAY IN THIS ASSIGNMENT, AND HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, AS TO THE ASSIGNED TRADEMARKS AND THE OTHER ASSIGNED RIGHTS, AS TO ANY CONSENTS OR APPROVALS (INCLUDING APPROVALS FROM ANY GOVERNMENTAL ENTITIES) REQUIRED IN CONNECTION HEREWITH OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF OR THE NON-INFRINGEMENT OR ABSENCE OF OTHER VIOLATION, DILUTION, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING THE ASSIGNED TRADEMARKS, AND ALL OF THE ASSIGNED TRADEMARKS AND OTHER ASSIGNED RIGHTS ARE BEING TRANSFERRED ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS.
- 6. <u>Successors and Assigns</u>. The provisions of this Assignment and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

- 7. <u>Counterparts</u>. This Assignment may be executed in more than one counterpart, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.
- 8. <u>Title and Headings</u>. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Assignment.
- 9. Governing Law. This Assignment and any dispute arising out of, in connection with or relating to this Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first written above.

ASSIGNOR:

ROHM AND HAAS CHEMICALS LLC

By A Cold III
Name: Bradley W. Bidwell
Title: Trademark Counsel and Attorney-in-Fact
THE STATE OF MICHIGAN
County of Middle County
This instrument was executed before me on this \textstyle \textsty
Delaware limited liability company, on behalf of said company.
Brindo Birco
Notary Public in and for
The State of Nichilann
Winda Boxa
Printed or Typed Name of Notary

Brenda Bosco

NOTARY PUBLIC, BAY COUNTY, MICHIGAN
ACTING IN MIDLAND COUNTY, MICHIGAN
MY COMMISSION EXPIRES: MAY 10, 2024

My commission expires My 10, 2024

# Acknowledged and Accepted:

ASSIGNEE:

DDP SPECIALTY ELECTRONIC MATERIALS US 5. LLC

THE STATE OF Delauxie

This instrument was executed before me on this day of the of DDP Specialty Electronic Materials US 5, LLC, a Delaware limited liability company, on behalf of said company.

Notary Public in and for

The State of

Printed or Typed Name of Notary

TAMMYANN C. LEWIS Notary Public State of Delaware Commission Expires On November 25, 2021

My commission expires 12001

# SCHEDULE A

# **TRADEMARKS**

TRADEMARK	COUNTRY	APP. DATE	APP. NO.	REG. DATE	REG. NO.
ADVANTAGE 2000	United Kingdom	04/25/1991	1462464	11/13/1992	1462464
ADVANTAGE 2000	United States of America	04/22/1993	74381527	10/31/1995	1931933
ADVANTAGE 2000	Vietnam	03/20/1993	11873	12/14/1993	10046
ADVANTAGE 2000	United Kingdom	04/25/1991	1462463	10/23/1992	1462463
CUOX (STYLIZED)	United States of America	02/11/1998	75432811	04/13/1999	2238742
ENVIROSTRIP	United States of America	02/11/1998	75432807	04/20/1999	2240603
OPTOGRADE	United States of America	10/15/1999	75823434	10/03/2000	2391580
OXYBAN	United Kingdom	04/25/1991	1462377	01/15/1993	1462377
RESOLVE	United States Of America	02/23/1998	75438824	04/20/1999	2240626
SURFACE TEK	Canada	01/18/1999	1002250	01/06/2003	TMA573045
SURFACE TEK	Japan	01/27/1999	005725	05/17/2002	4567562
SURFACEKLEAN	United States of America	02/11/1998	75432698	02/22/2000	2320206
TEKTROLLER	United States of America	02/11/1998	75432809	05/11/1999	2244519
SURFACESTRIP	United States of America	02/11/1998	75432806	04/20/1999	2240602
SURFACESTRIP	European Union	07/24/2009	008449928	01/28/2010	008449928
SURFACETREAT	United States of America	02/11/1998	75432810	04/20/1999	2240604
SUR-FO-KILL	United States of America	02/23/1998	75438890	04/13/1999	2238778
ULTRAYIELD	Canada	02/09/1994	747132	01/20/1995	TMA438192
ULTRAYIELD	Switzerland	02/04/1994	73919942	02/16/1996	2P420683
ULTRAYIELD	India	02/14/1994	619484	11/15/2002	619484
ULTRAYIELD	United States of America	03/22/1993	74370602	11/30/1993	1806943
ULTRAYIELD	Vietnam	03/20/1993	11821	10/16/1993	9457
ULTRAYIELD	European Union	04/01/1996	000053280	10/15/1998	000053280

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**RECORDED: 09/01/2022**