

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ravago Americas LLC		12/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Benvic Trinity, LLC		
Street Address:	103 Carnegie Center		
Internal Address:	c/o Chemres LLC		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2996617	TRINITY SPECIALTY COMPOUNDING	
Registration Number:	2965999		
CORRESPONDENCE DATA			
Fax Number:	2156562158		
<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:	215-656-2458		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 5000		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	William L. Bartow		
SIGNATURE:	/William L. Bartow/		
DATE SIGNED:	11/11/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”), dated as of December 31, 2021, is entered into by and between Benvic Trinity, LLC, a Delaware limited liability company (“Assignee”), and Ravago Americas LLC, a Delaware limited liability company (“Assignor”). Assignor and Assignee are each referred to individually as a “Party” and collectively as the “Parties.” Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of December 16, 2021, by and between Assignor and Assignee (the “Purchase Agreement”);

WHEREAS, Assignor is the exclusive owners of all right, title and interest in and to the Intellectual Property Assets; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign the Intellectual Property Assets included in the Purchased Assets to Assignee and Assignee has agreed to accept such assignment.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Subject to the terms and conditions of the Purchase Agreement, effective as of the Closing, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to, the Intellectual Property Assets included in the Purchased Assets (being those set forth on Section 2.01(d) of the Disclosure Schedules to the Purchase Agreement), free and clear of all Encumbrances, other than the Permitted Encumbrances, including, without limitation, the registered trademarks set forth on Exhibit A attached hereto and made a part hereof, and all of the goodwill appertaining thereto.

2. Assignor agrees, at Assignee’s request, to execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required in order to carry out the transfer of the Intellectual Property Assets included in the Purchased Assets, conveyed herein.

3. This Assignment is made subject to the terms of the Purchase Agreement, which terms are incorporated herein by this reference. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. If any provision of this Assignment, or the application of such provision to any person or circumstance, shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

4. This Assignment may be executed in two or more counterparts and may be delivered by facsimile, .pdf or other electronic submission, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and permitted assigns under the Purchase Agreement. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Nothing set forth herein shall be deemed to constitute any person or entity as a third party beneficiary of this Assignment.

7. This Assignment may not be amended or modified except by an instrument in writing signed by Assignee and Assignor.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR:

RAVAGO AMERICAS LLC

By: 

Name: Jeffrey Bittenbinder

Title: Chief Financial Officer and
Treasurer


IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNEE:

BENVIC TRINITY, LLC

By: 
Name: Paul Keimig
Title: President

Schedule A
Intellectual Property Assets

Mark	Filing Date	Registration Number	Series No.	Registration Date	Country/ Jurisdiction	Owner of Record	Status
TRINITY SPECIALTY COMPOUNDING	3/3/04	2996617	76-578,850	9/20/05	USPTO	Seller	Active
	3/3/04	2965999	76578851	7/12/05	USPTO	Seller	Active