# TRADEMARK ASSIGNMENT COVER SHEET

Stylesheet Version v1.2

Electronic Version v1.1 ETAS ID: TM785410

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DUPONT POLYMERS, INC.		11/01/2022	Corporation: DELAWARE

# **RECEIVING PARTY DATA**

Name: DELRIN USA LLC	
Street Address: 200 POWDER MILL RD	
Internal Address: BUILDING 304, EXPERIMENTAL STATION	
City:	WILMINGTON
State/Country: DELAWARE	
Postal Code:	19803
Entity Type: Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	0597795	DELRIN

### 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: dupont.trademarks@dupont.com

**DUPONT LEGAL Correspondent Name:** Address Line 1: 974 CENTER ROAD

Address Line 4: WILMINGTON, DELAWARE 19805

ATTORNEY DOCKET NUMBER:	00077-US-NF
NAME OF SUBMITTER:	Patricia T. Panariello
SIGNATURE:	/Patricia T. Panariello/
DATE SIGNED:	02/08/2023

## **Total Attachments: 8**

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#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Assignment</u>"), dated as of November 1, 2022 (the "<u>Effective Date</u>"), is by and between DuPont Polymers, Inc., a Delaware corporation with address of Building 304, Experimental Station, 200 Powder Mill Rd., Wilmington, DE 19803 ("<u>Assignor</u>") and Delrin USA LLC, a Delaware limited liability company with address of Building 308, Experimental Station, 200 Powder Mill Rd., Wilmington, DE 19803 ("<u>Assignee</u>", and each of Assigner and Assignee a "<u>Party</u>" and collectively, the "<u>Parties</u>").

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

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

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements contained in this Assignment and for other good and valuable consideration, including the payment of ten dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Conveyance. Assignor hereby irrevocably assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including all goodwill, common law rights, rights of priority and renewals to the extent associated therewith, and all rights and remedies (i) against past, present and future infringement, dilution or other violation thereof, including the right to enforce the foregoing and to sue for and recover profits, damages, injunctions and obtain other equitable relief for any and all infringements, dilutions or other violations thereof, whether past, present or future, (ii) to collect royalties, income, fees, damages, proceeds and other payments now or hereafter due or payable with respect to such Assigned Trademarks, (iii) to claim priority based on such Assigned Trademarks under the laws of any jurisdiction and/or under international conventions and treaties, and (iv) to prosecute, register, maintain, revive, renew, and defend such Assigned Trademarks before any public or private agency, office or registrar; for each of the foregoing clauses (i) through (iv), to the full end of the term or terms for which said trademarks may be granted throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor without this assignment, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives (the rights transferred under this Section 1 cumulatively, the "Assigned Rights").
- 2. <u>Recordation:</u> Further Assurances. Assignor and Assignee shall each take any and all additional actions as may be reasonably requested by the other Party to effect the transactions contemplated hereby, including Assignor's execution of individual assignment documentation prepared by Assignee for filing with the applicable authorities of an applicable country, at

Assignee's expense. The Parties agree that any such assignment documentation shall give no greater rights or remedies than those provided for herein. 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. Assignor hereby authorizes Assignee and its representatives to record this Assignment as may be necessary to support the transfer from Assignor to Assignee, filing, prosecution, maintenance, defense, ownership, enforcement, or collection of infringement damages in connection with the Assigned Rights, and further authorizes the Assignee and its representatives to accurately translate this Assignment into any language necessary or desirable for such purposes.

- 3. <u>Prosecution and Maintenance</u>. For the avoidance of doubt but without limiting the obligations set forth in <u>Section 2</u> 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.
- Disclaimer of Representations and Warranties. The Parties acknowledge and agree 4. that, except as expressly set forth in another written agreement between the Parties, all of the Assigned Trademarks and other Assigned Rights are to be provided as-is, where-is and on a "with all faults" basis, and Assignee assumes all risk and liability arising from or relating to its use thereof and reliance thereon. EXCEPT AS EXPRESSLY SET FORTH IN ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES, EACH PARTY MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT 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, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING THE ASSIGNED TRADEMARKS AND OTHER TRADEMARKS AND TRADEMARK APPLICATIONS INCLUDED IN THE ASSIGNED RIGHTS.
- 5. <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.
- 6. <u>Counterparts</u>. This Assignment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in more than one counterpart, all of which shall be considered one and the same agreement, each of which when executed shall be deemed to be an original, 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.
- 7. <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.

8. <u>Governing Law.</u> 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:

DUPONT POLYMERS, INC.

By:

Hong Xu

Name: Title:

Vice President & Assistant Secretary

Date:

ASSIGNEE:

**DELRIN USA LLC** 

By:

Name: Title:

Date:

Brian Ammons
President
11/10/22

[Signature Page to Trademark Assignment Agreement (Step 14B)]

### **NOTARIAL CERTIFICATE**

State of Delaware County of New Castle

This <u>Trademark Assignment</u> was acknowledged before me on <u>\lambda \lambda \la</u>

(Personalized Seal)

Notary Public's Signature

TAMMYANN C. LEWIS Notary Public State of Delaware My Commission Expires On November 25, 2023

### NOTARIAL CERTIFICATE

State of Delaware County of New Castle

This <u>Patent Assignment</u> was acknowledged before me on <u>\(\begin{align\*} \otin \otin</u>

(Personalized Seal)

Notary Public's Signature

TAMMYANN C. LEWIS Notary Public State of Delaware My Commission Expires On November 25, 2023

# Schedule A <u>Assigned Trademarks</u>

Trademark	Country	Filing Number	Filing Date	Registration Number	Registration Date
DELRIN	Algeria	961371	9/4/1996	51396	9/4/1996
DELRIN	Argentina	471678	2/20/1957	382897	8/23/1957
DELRIN	Argentina	1903020	9/7/1961	485975	8/3/1962
DELRIN	Australia	A167471	6/27/1961	A167471	6/27/1961
DELRIN	Australia	A170208	10/31/1961	A170208	10/31/1961
DELRIN	Austria	AM1855/60	9/21/1960	44719	12/23/1960
DELRIN	Austria	46272	6/27/1961	46272	8/31/1961
DELRIN	Bangladesh	7070	7/8/1961	7070	7/8/1961
DELRIN	Belarus	961527/T3	10/8/1996	9704	12/16/1998
DELRIN	Belarus	961526/Т3	10/8/1996	9703	12/16/1998
DELRIN	Benelux	18492	11/19/1971	74649	11/19/1971
DELRIN	Bolivia	A37256	11/9/1956	13154C	2/12/1957
DELRIN	Bolivia		6/29/1961	C16816	6/21/1963
DELRIN	Bosnia-Herzegovina	BAZR96573	4/27/1996	BAZR96573	7/22/2000
DELRIN	Brazil	812642627	6/20/1986	812642627	2/2/1988
DELRIN	Brazil	329665	11/9/1956	002277824	1/5/1960
DELRIN	Brazil	504563	8/7/1961	003528430	4/14/1967
DELRIN	Bulgaria	6477	11/5/1968	6477	11/5/1968
DELRIN	Canada	238280	11/16/1956	TMA107175	6/28/1957
DELRIN	Canada	263576	6/21/1961	126298	4/27/1962
DELRIN	Chile	219283	1/28/1993	136331	5/24/1962
DELRIN	Chile	113544	11/3/1956	113544	1/18/1957
DELRIN	China	92000620	1/15/1980	158153	5/29/1982
DELRIN	Colombia	101558	11/8/1957	39494	5/11/1957
DELRIN	Croatia	Z950353N	2/17/1995	Z950353	12/6/1995
DELRIN	Czechia	42117	8/1/1968	158825	4/17/1969
DELRIN	Denmark	3134/60	9/21/1960	3766136	4/22/1961
DELRIN	Denmark	2062/61	6/27/1961	VR196500597	2/27/1965
DELRIN	Ecuador	27857	8/12/1952	27857	8/12/1952
DELRIN	Estonia	9307939	9/17/1993	10918	5/18/1994
DELRIN	European Union	006574701	1/11/2008	006574701	1/11/2008
DELRIN	Finland	969	2/8/1972	64796	1/15/1976
DELRIN	France	797113	7/4/1961	797113	7/4/1961
DELRIN	France	305920	11/9/1956	66132	11/9/1956
DELRIN	Germany	W28445	11/14/1956	DD620596	11/14/1986
DELRIN	Germany	7945/6	11/13/1956	707961	11/13/1956
DELRIN	Germany	DD629758	7/3/1961	DD629758	7/3/1961

Trademark	Country	Filing Number	Filing Date	Registration Number	Registration Date
DELRIN	Germany	766535	6/30/1961	766535	6/30/1961
DELRIN	Greece	47932	2/11/1972	47932	2/11/1972
DELRIN	Hong Kong	1961/0994	11/3/1961	0190/1962	11/3/1961
DELRIN	Hong Kong	191/1962	11/3/1961	191/1962	11/3/1962
DELRIN	Hungary	2253/1480	8/13/1968	111527	8/13/1968
DELRIN	India	4595428	8/4/2020	4595428	8/4/2020
DELRIN	Indonesia	17358/94	9/19/1994	350275	12/29/1995
DELRIN	Iran (Islamic Republic)	29254	7/12/1961	22177	7/12/1961
DELRIN	Ireland	96/5286	9/27/1996	203567	9/27/1996
DELRIN	Israel	107744	9/30/1996	107744	11/5/1997
DELRIN	Israel	20024	8/7/1961	20024	8/7/1961
DELRIN	Italy	4666/56	11/3/1956	133733	11/3/1956
DELRIN	Italy	34207C/81	7/4/1961	74635	7/4/1961
DELRIN	Japan	215097/89	2/22/1960	548373	2/22/1960
DELRIN	Japan	47861/95	5/17/1995	3349700	10/3/1997
DELRIN	Japan	19726/61	6/30/1961	629783	11/21/1963
DELRIN	Japan	208619/88	9/11/1988	526712	9/11/1988
DELRIN	Kosovo	3019	10/7/2008	5931/2011	10/5/2011
DELRIN	Latvia	M936101	6/28/1993	M17293	9/12/1994
DELRIN	Lithuania	RL8882	6/22/1993	10575	4/21/1994
DELRIN	Malaysia	58987	2/18/1972	M/58987	2/18/1972
DELRIN	Mexico	75791	11/23/1956	87798	11/23/1956
DELRIN	New Zealand	69790	11/2/1961	69790	11/2/1962
DELRIN	North Macedonia	PZ61/95	2/10/1995	02222	3/5/1996
DELRIN	North Macedonia	Z668/96	9/27/1996	07705	10/16/2001
DELRIN	Norway	60519	11/3/1956	50473	11/3/1956
DELRIN	Norway	73434	6/24/1961	59640	6/14/1962
DELRIN	Pakistan	34875	7/8/1961	34875	7/8/1961
DELRIN	Paraguay	124075	7/11/1987	124075	7/11/1987
DELRIN	Paraguay	28661	1/16/1957	28661	2/6/1957
DELRIN	Paraguay	716699	2/6/1957	124074	7/11/1957
DELRIN	Peru	197216	11/13/1956	48530	2/22/1957
DELRIN	Philippines	91814	3/25/1994	64355	4/22/1997
DELRIN	Poland	67750	10/1/1968	48350	10/1/1968
DELRIN	Portugal	110496	7/4/1961	110496	2/22/1962
DELRIN	Portugal	88383	10/10/1956	88383	4/30/1957
DELRIN	Romania	41056	9/30/1996	30011	9/30/1996
DELRIN	Russian Federation	110184	10/11/1988	85624	9/9/1989
DELRIN	Serbia (ex-Serbia & Montenegro)	Z893/68	12/31/1968	18603	7/22/1970
DELRIN	Singapore	54023	2/17/1972	54023	2/17/1972

Trademark	Country	Filing Number	Filing Date	Registration Number	Registration Date
DELRIN	Slovakia	42117	8/1/1968	158825	8/1/1968
DELRIN	Slovenia	Z9671286	9/30/1996	9671286	1/29/1998
DELRIN	South Africa	77/2837	7/4/1977	77/2837	7/4/1977
DELRIN	South Africa	610350	6/26/1961	R61/350	6/27/1961
DELRIN	South Korea / Republic of Korea	401972799	2/18/1972	26364	5/4/1972
DELRIN	Spain	0384972	6/28/1961	0384972	5/7/1962
DELRIN	Spain	0316727	2/8/1957	0316727	8/20/1958
DELRIN	Spain	0313603	11/9/1956	0313603	5/3/1957
DELRIN	Sweden	2980/56	11/5/1956	83337	9/20/1957
DELRIN	Sweden	612455	6/28/1961	111624	12/18/1964
DELRIN	Switzerland		11/8/1956	163597	11/8/1956
DELRIN	Switzerland	2745	6/26/1961	313185	6/26/1961
DELRIN	Taiwan	109044461	7/3/2020	02160575	8/16/2021
DELRIN	Taiwan	78/06391	2/18/1989	450705	8/16/1989
DELRIN	Tajikistan	961527	10/8/1996		
DELRIN	Thailand	75543	2/23/1972	46661	2/23/1972
DELRIN	Thailand	160692	11/17/1986	110488	11/17/1986
DELRIN	Thailand	160692	11/17/1986	110488	11/17/1986
DELRIN	Turkey	13788	3/6/1972	134683	3/6/1972
DELRIN	Ukraine	96092240/T	9/30/1996	16572	10/16/2000
DELRIN	Ukraine	96092241/T	9/30/1996	16573	10/16/2000
DELRIN	United Kingdom	006574701	1/11/2008	UK00906574701	1/11/2008
DELRIN	United Kingdom	759394	11/8/1956	759394	11/8/1956
DELRIN	United Kingdom	822212	6/22/1961	822212	6/22/1961
DELRIN	United States Of America	71/654652	10/13/1953	597795	11/9/1954
DELRIN	United States Of America	97090732	10/25/2021		
DELRIN	Uruguay	147190	11/5/1956	69813	6/3/1957
DELRIN	Venezuela	1956-003350	11/9/1956	F033996	6/6/1958
DELRIN	Vietnam	9075	9/17/1992	7957	3/31/1993
ELCEE	European Union	002497980	12/12/2001	002497980	12/12/2001
ELCEE	Japan	2001-110214	12/11/2001	4614230	10/18/2002
ELCEE	United Kingdom	002497980	12/12/2001	UK00902497980	12/12/2001

TRADEMARK REEL: 007963 FRAME: 0652

**RECORDED: 02/08/2023**