

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM784934

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900735274		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chemtrade Solutions LLC		11/02/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vertellus LLC		
<b>Street Address:</b>	201 N. Illinois Street, Suite 1800		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46204		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2578617	NUTRI-K	
<b>Registration Number:</b>	2093013	REHYDRAGEL	
<b>Registration Number:</b>	1026485	REHYDRAGEL	
<b>Registration Number:</b>	5851093	PHARMA-K	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172317433		
<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>			
<b>Phone:</b>	3172361313		
<b>Email:</b>	jgard@btlaw.com		
<b>Correspondent Name:</b>	Julia S. Gard/Barnes & Thornburg LLP		
<b>Address Line 1:</b>	11 South Meridian Street		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204		
<b>ATTORNEY DOCKET NUMBER:</b>	71081-100		
<b>NAME OF SUBMITTER:</b>	Julia Spoor Gard		
<b>SIGNATURE:</b>	/jgard/		
<b>DATE SIGNED:</b>	02/06/2023		

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “*Assignment*”) is made and entered into as of November 2, 2021 (the “*Effective Date*”), by and among Chemtrade Solutions LLC, a Delaware limited liability company and Chemtrade Chemicals US LLC, a Delaware limited liability company (collectively, “*Assignors*”), on the one hand, and Vertellus LLC, a Delaware limited liability company (“*Assignee*”), on the other hand. Assignors and Assignee may be referred to herein, individually, as a “*Party*” and, collectively, as the “*Parties*.”

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of September 29, 2021 (“*Purchase Agreement*”) by and among Assignors and Assignee, Assignors have agreed to convey, transfer, and assign to Assignee, among other Transferred Assets, all of Assignors’ right, title, and interest in and to the Business Scheduled Marks, and to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements herein contained and intending to be legally bound hereby, Assignors and Assignee do hereby agree as follows:

1. Definitions. All capitalized terms used in this Assignment but not otherwise defined herein have the meanings used in the Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby irrevocably conveys, transfers and assigns to Assignee, free and clear of all Encumbrances, all of Assignors’ right, title and interest in and to the following (the “*Assigned Trademarks*”), together with the goodwill connected with the use of or symbolized by the following and the goodwill of any business carried on in connection with the following: (a) the Business Scheduled Marks, including, without limitation, the Marks, and all extensions and renewals thereof, set forth on Attachment A hereto; (b) all corresponding rights of any kind of Assignors accruing under or that, now or hereafter, may be secured throughout the world with respect to any of the foregoing provided by applicable Law, treaties and conventions throughout the world; (c) any and all royalties, fees, income, damages, payments and other proceeds accrued or now or hereafter due or payable with respect to any and all of the foregoing, including, without limitation, each Assignor’s rights of enforcement and the right to recover for past, present or future infringement, misappropriation or other violation any and all of the foregoing; and (d) all rights to causes of action, lawsuits, judgments, claims and demands of any nature to the extent related to the foregoing, including, without limitation, all rights to sue and recover and retain damages for past, present and future infringement or misappropriation or other violation of any of the foregoing.

3. Recordation. Each Assignor hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions anywhere in the world to record and register this Assignment and Assignee as the owner of the Assigned Trademarks.

4. Further Actions; Delivery. Following the date hereof, upon Assignee’s request, Assignors shall take such commercially reasonable steps and actions, and provide such

commercially reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives, and execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances, as may be necessary to consummate, confirm, effect, evidence or perfect the conveyance, transfer, and assignment of the Assigned Trademarks or to observe any formality as required to evidence and effectuate a transfer of record title in any applicable governmental Intellectual Property office or agency, including, without limitation, assisting with the preparation, filing and prosecution of any application for registration of any Assigned Trademark and the protection and enforcement thereof. Assignors shall forward to Assignee promptly after the Effective Date: (a) all prosecution files related to the Assigned Trademarks, including the names addresses, email addresses, and phone numbers of prosecution counsel and agents, and information relating to deadlines, payments, and filings, (b) a report from each Assignor's docketing system, regarding all digitally stored files relating to the registered Assigned Trademarks (including but not limited to prosecution files, invention disclosures and correspondence with inventors); and (c) all Intellectual Property office, registrar, or agency correspondence received by either Assignor and all attorney or agent correspondence received by either Assignor related to the Assigned Trademarks for one (1) year following the Effective Date.

5. Assignee's Use and Enjoyment. The rights, title and interest assigned under Section 1 of this Assignment shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's Affiliates, successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been executed.

6. Miscellaneous.

- a. This Assignment will bind and inure to the benefit of Assignors and Assignee and their respective successors and permitted assigns. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other party, it being understood that all Parties need not sign the same counterpart. Copies with signatures transmitted electronically shall be deemed to be original signed versions.
- b. 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 govern, supersede and prevail. This Assignment hereby incorporates by reference the Purchase Agreement and said Purchase Agreement shall be considered a part of this Assignment as if fully set forth herein.
- c. Whenever possible, each provision or portion of any provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Assignment shall be reformed, construed and

enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

- d. Any notice, request or other document to be given hereunder to any Party hereto shall be given in the manner specified in Section 8.4 of the Purchase Agreement.
- e. This Assignment and all disputes, claims or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with and enforced under, the internal Laws of the State of Delaware, without giving effect to any law of the State of Delaware that would require the application of any Laws other than those of the State of Delaware.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each Assignor has executed this Assignment as of the Effective Date.

**Assignors:**

CHEMTRADE SOLUTIONS LLC

DocuSigned by:

*Rohit Bhardwaj*

By: \_\_\_\_\_  
Name: Rohit Bhardwaj  
Title: Treasurer and Chief Financial Officer

CHEMTRADE CHEMICALS US LLC

DocuSigned by:

*Rohit Bhardwaj*

By: \_\_\_\_\_  
Name: Rohit Bhardwaj  
Title: Treasurer and Chief Financial Officer

AGREED TO AND ACCEPTED:

**Assignee:**

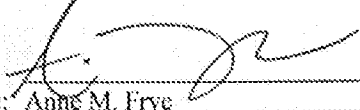
VERTELLUS LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AGREED TO AND ACCEPTED:

Assignee:

VERTELLUS LLC

By:   
Name: Anne M. Frye  
Title: Vice President & General Counsel

*[Signature Page to Trademark Assignment]*

**ATTACHMENT A  
TO TRADEMARK ASSIGNMENT**

**1. Nutri-K**

Jurisdiction: United States  
Registration No.: 2,578,617  
Registration Date: June 11, 2002  
Listed Owner: Chemtrade Solutions LLC

**2. Rehydragel**

Jurisdiction: United States  
Registration No.: 2,093,013  
Registration Date: September 2, 1997  
Listed owner: Chemtrade Solutions LLC (pursuant to name change recorded on Nov. 3, 2015)

**3. Rehydragel**

Jurisdiction: United States  
Registration No.: 1,026,485  
Registration Date: December 9, 1975  
Listed owner: Chemtrade Solutions LLC (pursuant to name change recorded on Nov. 3, 2015)

**4. Pharma-K**

Jurisdiction: United States  
Registration No.: 5,851,093  
Registration Date: September 3, 2019  
Listed owner: Chemtrade Chemicals US LLC