

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM798254

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Evonik Operations GmbH		01/01/2023	Limited Liability Company: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Evonik CYC GmbH		
<b>Street Address:</b>	Feldmuehlestrasse 3		
<b>City:</b>	Niederkassel		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	53859		
<b>Entity Type:</b>	Limited Liability Company: GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2814624	TAICROS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022634329		
<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>	202-263-4300		
<b>Email:</b>	swoldow@sgrlaw.com		
<b>Correspondent Name:</b>	Scott D. Woldow		
<b>Address Line 1:</b>	1055 Thomas Jefferson Street, NW		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Washington, D.C. 20007		
<b>NAME OF SUBMITTER:</b>	Scott D. Woldow		
<b>SIGNATURE:</b>	/SW/		
<b>DATE SIGNED:</b>	03/28/2023		
<b>Total Attachments: 8</b>			
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This **CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is entered into by and between

**Evonik Operations GmbH**  
**Rellinghauser Str. 1-11**  
**45128 Essen**  
**Germany**

("Seller" or "Assignor"),

and

**Evonik CYC GmbH**  
**Feldmühlestrasse 3**  
**53859 Niederkassel**  
**Germany**

("Purchaser" or "Assignee")

#### RECITALS

WHEREAS, Purchaser and Seller are parties to that certain Contribution Agreement, with legal effect as of January 1, 2023 (the "CA") pursuant to which Seller has agreed to sell, assign and transfer to Purchaser, and has sold, assigned and transferred, and Purchaser has agreed to purchase and assume from Seller, and has accepted the assignment and transfer of, Intellectual Property and similar rights,

WHEREAS, among these Intellectual Property and similar rights are the Trademarks identified in Appendix 1 hereto (the "Assigned Trademarks").

WHEREAS, Purchaser has compensated Seller for the sale, assignment and transfer of the Assigned Trademarks under the provisions of the "CA" and no additional compensation shall be required under this Trademark Assignment Agreement,

WHEREAS, this Agreement is among the necessary or useful instruments pursuant to Section 2.1 of the "CA"; and

WHEREAS, the Parties wish to confirm the sale, assignment and transfer of the Assigned Trademarks and if and to the extent not already effected under the "CA", effect the sale, assignment and transfer of all remaining rights on the Assigned Trademarks of Seller to Purchaser, if any.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the "CA" and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

1. **Assignment.** Seller (Assignor) and Purchaser (Assignee) confirm the sale, assignment and transfer of, and Seller does hereby sell, assign and transfer to Purchaser (Assignee), and Purchaser hereby accepts, all of Seller's right, title and interest in and to the Assigned Trademarks, together with the goodwill of the Seller with the use of, and symbolized by, the Assigned Trademarks, including, without limiting the generality of the foregoing, (i) all rights of any kind whatsoever of Seller accruing under the Assigned Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, (ii) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Assigned Trademarks and (iii) any and all claims and causes of action, with respect to the Assigned Trademarks, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, in each case as fully and entirely as the same would have been held by Seller had this assignment and sale not been made.

2. **Registration; Change of Recordal; Declaration of Transfer.** Seller hereby authorizes and requests, as applicable, the European Union Intellectual Property Office, the German Patent and Trademark Office, the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities in the various affected jurisdictions to record Purchaser as the owner of the Assigned Trademarks and to issue to Purchaser, in lieu of Seller, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Assigned Trademarks. It is Purchaser's responsibility to apply for a change of recordal in the registers. Seller shall not unreasonably withhold, or delay, signing of any document necessary to effect the change of recordal. If Seller does not approve of a document prepared by Purchaser, Seller will cooperate with Purchaser to create a document acceptable to both Parties. Purchaser is in particular entitled to use the Declaration of Transfer as well as copies of it in order to effect a change of recordal in the intellectual property registers.

3. **Further Assurances.** Subject to Section 4, Seller and Purchaser shall execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Agreement and to evidence and effectuate the transactions contemplated herein. Purchaser shall prepare and provide to Seller all assignments and other instruments of transfer reasonably required to transfer to Purchaser the Assigned Trademarks. Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Purchaser, or any assignee or successor thereto. If Purchaser or its successor or assignee is unable, for any reason, to obtain a signature of Seller on a document necessary to perfect the transfer or assignment of the Assigned Trademarks, Seller hereby irrevocably appoints Purchaser as its agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of Seller to execute, verify, and file any such documents with the same legal force and effect as if executed by Seller.

**4. General Provisions.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the "CA". This Agreement, Appendix 1 hereto and the "CA" constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding any other provision of this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the "CA", the provisions of the "CA" shall control (unless this Agreement expressly provides otherwise). This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

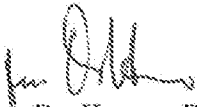
**5. Governing Law; Jurisdiction and Venue.** This Agreement and all matters arising out of or relating to this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise), shall be interpreted, construed and governed by and in accordance with Section 12 of the "CA".

**6. Signatories; Counterparts.** This Agreement may be executed in at least three counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. If Purchaser will ask for more counterparts in order to file Trademarks, Seller will execute more counterparts. This Agreement shall be executed by a representative and/or multiple authorized signatories of the Purchaser and Seller, respectively. The Parties shall provide for notarization of the signatures of each signatory and the Notary shall also notarize that the representatives are authorized to act on behalf of the Purchaser and Seller. Immediately upon execution of the Agreement, the Parties shall provide each other with copies of the executed Agreement.

**Seller Evonik Operations GmbH**

Executed in \_\_\_\_\_, on \_\_\_\_\_

By:



  
ppa. Dr. Kersten Dittmar  
Authorized Officer

  
ppa. Dr. Oliver Wolf  
Authorized Office

**Purchaser Evonik CYC GmbH**

Executed in \_\_\_\_\_, on 02/02/23

By:

**APPENDIX 1: Assigned Trademarks**

**APPENDIX 1**

Internal file No.	Trademark	Procedure	Country	Filing date	Application No.	Registration date	Registration No.	Class of Goods
2002W61015 AR01	TAICROS		AR	28.08.2013	3.273.089	06.10.2014	2680940	001
2002W61015 BR	TAICROS		BR	08.10.2002	824894553	02.05.2007	824894553	001
2002W61015 CA	TAICROS		CA	07.10.2002	1154941	09.09.2004	TMA618,981	001
2002W61015 CL	TAICROS		CL	08.10.2002	1044919	24.03.2003	1023791	001
2002W61015 DE	TAICROS		DE	19.06.2002	30230057.0	08.08.2002	30230057	001
2002W61015 GB	TAICROS		GB	25.06.2002	UK00902754380	18.09.2003	UK00902754380	001
2002W61015 HK	TAICROS		HK	07.09.2007	300949870	07.09.2007	300949870	001
2002W61015 ID	TAICROS		ID	01.10.2002	20022266722917	11.11.2003	552096	001
2002W61015 IL	TAICROS		IL	02.10.2002	159600	04.07.2004	159600	001
2002W61015 IN	TAICROS		IN	03.10.2002	1140672	03.10.2002	1140672	001
2002W61015 KR	TAICROS		KR	07.10.2002	2002-45839	09.05.2005	617420	001
2002W61015 MO	TAICROS		MO	27.09.2007	31457	23.04.2008	31457	001
2002W61015 MX	TAICROS		MX	03.10.2002	569056	03.10.2002	768040	001
2002W61015 MY	TAICROS		MY	07.10.2002	200212354	07.10.2002	02012354	001
2002W61015 MY01	TAICROS		MY	19.10.2007	07018416	19.09.2007	07018416	001
2002W61015 SG	TAICROS		SG	14.09.2007	T07187782	14.09.2007	T07187782	001
2002W61015 TH	TAICROS		TH	14.11.2002	503646	14.11.2002	182473	001
2002W61015 TW	TAICROS		TW	02.10.2002	91039886	16.08.2003	1052829	001
2002W61015 TW01	TAICROS		TW	11.09.2007	096043387	16.07.2008	01317339	001
2002W61015 US	TAICROS		US	10.10.2002	76458865	17.02.2004	2814624	001
2002W61015 ZA	TAICROS		ZA	02.10.2002	200215274	02.10.2002	200215274	001
2002W61015 EU	TAICROS	EU		25.06.2002	002754380	18.09.2003	002754380	001
2002W61015 WO	TAICROS	WO		25.09.2002	790035	25.09.2002	790035	001
2002W61015WOAU	TAICROS	WO	AU	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOBG	TAICROS	WO	BG	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOCH	TAICROS	WO	CH	25.09.2002	790035	25.09.2002	790035	001

2002W61015WOCN	TAICROS	WO	CN	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOCZ	TAICROS	WO	CZ	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOOE	TAICROS	WO	EE	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOOEG	TAICROS	WO	EG	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOHR	TAICROS	WO	HR	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOHU	TAICROS	WO	HU	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOIS	TAICROS	WO	IS	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOJP	TAICROS	WO	JP	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOKE	TAICROS	WO	KE	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOKZ	TAICROS	WO	KZ	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOLI	TAICROS	WO	LI	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOLT	TAICROS	WO	LT	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOLV	TAICROS	WO	LV	25.09.2002	790035	25.09.2002	790035	001
2002W61015WONMA	TAICROS	WO	MA	25.09.2002	790035	25.09.2002	790035	001
2002W61015WONMD	TAICROS	WO	MD	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOME	TAICROS	WO	ME	25.09.2002	790035	25.09.2002	790035	001
2002W61015WONON	TAICROS	WO	NO	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOPL	TAICROS	WO	PL	25.09.2002	790035	25.09.2002	790035	001
2002W61015WORO	TAICROS	WO	RO	25.09.2002	790035	25.09.2002	790035	001
2002W61015WORS	TAICROS	WO	RS	25.09.2002	790035	25.09.2002	790035	001
2002W61015WORU	TAICROS	WO	RU	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOSG	TAICROS	WO	SG	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOSI	TAICROS	WO	SI	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOSK	TAICROS	WO	SK	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOTR	TAICROS	WO	TR	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOUA	TAICROS	WO	UA	25.09.2002	790035	25.09.2002	790035	001
2002W61015WOVN	TAICROS	WO	VN	25.09.2002	790035	25.09.2002	790035	001



Urkundenverzeichnis-Nr.: 21 / 2023 G

Hiermit beglaubige ich die heute vor mir geleisteten Unterschriften von

1. Herrn **Dr. Kersten Dittmar**, geb. am 06.09.1972,
2. Herrn **Dr. Oliver Wolf**, geb. am 17.05.1972,  
beide geschäftsansässig Rodenbacher Chaussee 4, 63457 Hanau.

Herr **Dr. Kersten Dittmar** und Herr **Dr. Oliver Wolf** handeln als gemeinsam vertretungs-  
berechtigte Prokuristen der Firma Evonik Operations GmbH mit Sitz in Essen.

Gleichzeitig bescheinige ich aufgrund meiner heutigen Einsichtnahme in das elektronische  
Handelsregister des Amtsgerichts Essen zu HRB 20227, dass Herr **Dr. Kersten Dittmar** und  
Herr **Dr. Oliver Wolf** als Prokuristen berechtigt sind, die Firma Evonik Operations GmbH mit  
dem Sitz in Essen gemeinsam zu vertreten.

Herr **Dr. Kersten Dittmar** und Herr **Dr. Oliver Wolf** wiesen sich aus durch Vorlage ihrer mit  
Lichtbild und Unterschrift versehenen gültigen Ausweisdokumente.

Gleichzeitig halte ich fest, dass die Frage nach einer Vorbefassung i.S.d. § 3 Absatz 1 Ziffer  
7 BeurkG verneint wurde.

List of documents no.: 21 / 2023 G

Herewith certify the signatures enforced in front of me of

1. Mr. **Dr. Kersten Dittmar**, born on 06.09.1972,
2. Mr. **Dr. Oliver Wolf**, born on 17.05.1972,  
both resident at Rodenbacher Chaussee 4, 63457 Hanau.

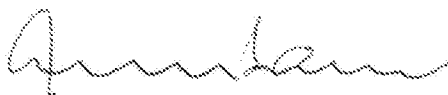
Mr. **Dr. Kersten Dittmar** and Mr. **Dr. Oliver Wolf** are acting to represent the company Evo-  
nik Operations GmbH with registered office at Essen as Procurist (holder of a special statuto-  
ry power of representation) jointly.

On the basis of today's inspection of the Electronic Commercial Register by the local court  
Essen under HRB 20227, I herewith confirm, that Mr. **Dr. Kersten Dittmar** and Mr. **Dr. Oli-  
ver Wolf** are entitled to represent the company Evonik Operations GmbH at Essen as Pro-  
curist (holder of a special statutory power of representation) jointly.

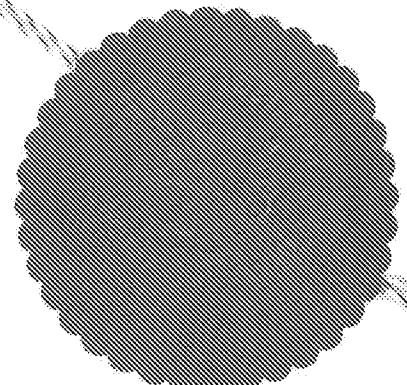
Mr. **Dr. Kersten Dittmar** and Mr. **Dr. Oliver Wolf** identified themselves by showing their val-  
id identity document with photo and signature.

I do establish at the same time, that the interested parties denied the question of a prior in-  
volvement according to § 3 Sec. No. 7 BeurkG.

Hanau, 11.01.2023  
(Rodenbacher Chaussee 4, 63457 Hanau)



Dirk Großkopf  
Notar / notary



**TRADEMARK**  
**REEL: 008019 FRAME: 0403**

UVZ-Nummer 189 für 2023

Hiermit beglaube ich die vorstehenden vor mir anerkannten Namensunterschriften

1. des Herrn Dr. Stefan **S i g m u n d**,  
geboren am 6. November 1979,  
geschäftsansässig in 53859 Niederkassel-Lülsdorf, Feldmühlestraße 3,
2. des Herrn Dr. Dirk **R ö t t g e r**,  
geboren am 10. Juli 1966,  
geschäftsansässig in 53859 Niederkassel-Lülsdorf, Feldmühlestraße 3,

jeweils ausgewiesen durch Vorlage ihrer deutschen Personalausweise.

Den Inhalt und die Wirksamkeit der vor der Unterschrift stehenden nicht in deutscher Sprache abgefassten Erklärung konnte ich nicht prüfen.

Köln-Porz, des 8. März 2023

Michael König  
Notar