

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Specialty Products US, LLC		04/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MC (US) 3 LLC		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1246815	AQUCAR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ipmail@dykema.com		
Correspondent Name:	MC (US) 3 LLC		
Address Line 1:	1209 Orange Street		
Address Line 4:	Wilmington, DELAWARE 19801		
ATTORNEY DOCKET NUMBER:	067252-000355		
NAME OF SUBMITTER:	Jennifer Fraser		
SIGNATURE:	/jennifer fraser/		
DATE SIGNED:	07/12/2023		
Total Attachments: 7			
source=Specialty Products US LLC to MC (US) 3 LLC - Trademark Assignment Agreement_executed#page1.tif			
source=Specialty Products US LLC to MC (US) 3 LLC - Trademark Assignment Agreement_executed#page2.tif			
source=Specialty Products US LLC to MC (US) 3 LLC - Trademark Assignment Agreement_executed#page3.tif			
source=Specialty Products US LLC to MC (US) 3 LLC - Trademark Assignment Agreement_executed#page4.tif			
source=Specialty Products US LLC to MC (US) 3 LLC - Trademark Assignment Agreement_executed#page5.tif			

source=Specialty Products US LLC to MC (US) 3 LLC - Trademark Assignment Agreement_executed#page6.tif
source=Specialty Products US LLC to MC (US) 3 LLC - Trademark Assignment Agreement_executed#page7.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of April 1, 2022 (the "Effective Date"), is by and between Specialty Products US, LLC, a limited liability company organized under the laws of the State of Delaware, United States of America, with an address of 200 Powder Mill Road, Experimental Station 353, Wilmington, Delaware 19805, United States of America ("Assignor") and MC (US) 3 LLC, a limited liability company organized under the laws of the State of Delaware, United States of America, with an address of 1209 Orange Street, Wilmington, Delaware 19801, United States of America ("Assignee"), (each a "Party" and collectively, the "Parties").

WHEREAS, in connection with the sale of certain assets related to Assignor's business, Assignor has agreed to sell and assign to Assignee the trademark applications and registrations set forth on Schedule A hereto (the foregoing, including all trademarks issuing from any trademark application listed on Schedule A, collectively, the "Assigned Trademarks"); 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 mutual covenants and agreements contained in this Assignment and for other good and valuable consideration, including the payment of one dollars (\$1.00), 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 associated therewith, together with all rights and remedies throughout the world (i) against past, present, and future infringement or other violation thereof, including the right to enforce the foregoing and to sue for and recover profits, other damages, injunctions and obtain other equitable relief for any and all infringements or violations thereof, whether past, present or future, (ii) to collect future royalties and other payments thereunder, (iii) to file, claim priority to, prosecute, maintain, amend, abandon, publish, keep confidential, assign, license or otherwise transfer the Assigned Trademarks; for each of the foregoing clauses (i) through (iii), to the full end of the term or terms for which the Assigned 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 1 cumulatively, the "Assigned Rights").

2. Recordation; Further Assurances. Within a reasonable time following the Effective Date, Assignor shall 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 for filing by Assignee with the applicable authorities of an applicable

country. Assignor authorizes Assignee and its representatives to record this Assignment of as may be desirable or necessary to support the transfer from Assignor to Assignee in connection with Assigned Rights.

3. Disclaimer of Representations and Warranties. The Parties acknowledge and agree that, except as expressly set forth in this Assignment or any other written agreement having precedence over these terms, all of the Assigned Trademarks and other assigned rights are to be provided as-is, where-is and on an "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 THIS AGREEMENT OR ANY OTHER WRITTEN AGREEMENT HAVING PRECEDENCE OVER THESE TERMS, 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, DILUTION, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING THE ASSIGNED TRADEMARKS.

4. Successors and Assigns. 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.

5. Counterparts. 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.

6. Title and Headings. 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.

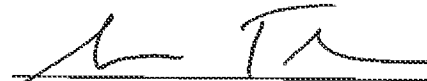
7. Governing Law. This Assignment and any dispute arising out of, in connection with or relating to this Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

[Signature Page Follows]

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

ASSIGNOR:

SPECIALTY PRODUCTS US, LLC

By: 
Name: Amber Trumbull
Title: Secretary

Acknowledged and Accepted:

ASSIGNEE:

MC (US) 3 LLC

By: _____
Name: Christopher Urheim
Title: President

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

ASSIGNOR:

SPECIALTY PRODUCTS US, LLC

By: _____


Name: Amber Trumbull

Title: Secretary

Acknowledged and Accepted:

ASSIGNEE:

MC (US) 3 LLC

By: 

Name: Christopher Urheim

Title: President

SCHEDULE A TO TRADEMARK ASSIGNMENT

Case Reference	Trademark	Country	Filing Number	Filing Date	Registration Number	Registration Date
TMK000374-AR-NF	AQUCAR	Argentina	2204	08 Oct 1986	2382462	02 Mar 1989
TMK000374-AU-NF	AQUCAR	Australia	388368	08 Mar 1983	388368	08 Mar 1983
TMK000374-BR-NF	AQUCAR	Brazil	812936868	28 Oct 1986	812936868	08 Feb 1989
TMK000374-CA-NF	AQUCAR	Canada	486514	05 May 1982	TMA289969	19 Apr 1984
TMK000374-CL-NF	AQUCAR	Chile	195385	17 Dec 1991	998638	16 Jul 1992
TMK000374-CO-NF	AQUCAR	Colombia	2004109955	02 Nov 2004	300288	20 Jun 2005
TMK000374-DK-NF	AQUCAR	Denmark	VA198301009	24 Feb 1983	VR198303148	16 Sep 1983
TMK000374-EC-NF	AQUCAR	Ecuador	8052	06 Apr 1987	071788	30 Mar 1988
TMK000374-FI-NF	AQUCAR	Finland	T198301024	17 Feb 1983	90419	05 Oct 1984
TMK000374-GR-NF	AQUCAR	Greece	74716	24 May 1983	74716	17 Jan 1985
TMK000374-HK-NF	AQUCAR	Hong Kong	6031983	04 Mar 1983	19860723	04 Mar 1983
TMK000374-ID-NF	AQUCAR	Indonesia	HC01017370	26 Feb 1983	IDM000010502	14 Oct 1983
TMK000374-MY-NF	AQUCAR	Malaysia	86/04140	09 Oct 1986	86004140	14 Jul 1998
TMK000374-MX-NF	AQUCAR	Mexico	39534	25 Mar 1988	356029	25 Mar 1988
TMK000374-NO-NF	AQUCAR	Norway	19830445	14 Feb 1983	116996	30 May 1984
TMK000374-PE-NF	AQUCAR	Peru	81269	22 Mar 1999	0056258	20 Jul 1999
TMK000374-PH-NF	AQUCAR	Philippines	61823	04 Jun 1987	045690	14 Jul 1989
TMK000374-PL-NF	AQUCAR	Poland	Z121193	06 May 1993	R87290	06 May 1993
TMK000374-SG-NF	AQUCAR	Singapore	5103383	01 Mar 1983	T8301033Z	01 Mar 1983
TMK000374-ZA-NF	AQUCAR	South Africa		30 Jan 1990	900583	30 Jan 1990
TMK000374-KR-NF	AQUCAR	South Korea / Republic of Korea	19830003060	07 Mar 1983	0099399	05 Mar 1984
TMK000374-SE-NF	AQUCAR	Sweden	830997	15 Feb 1983	203798	09 Jan 1987
TMK000374-TW-NF	AQUCAR	Taiwan	110054759	02 Aug 2021		
TMK000374-TH-NF	AQUCAR	Thailand	165051	30 Apr 1987	KOR57584	30 Apr 1987
TMK000374-GB-NF	AQUCAR	United Kingdom	1266051	30 Apr 1986	UK00001266051	30 Apr 1986
TMK000374-US-NF	AQUCAR	United States Of America	73/357255	29 Mar 1982	1246815	02 Aug 1983
TMK000374-VE-NF	AQUCAR	Venezuela	1364586	02 Oct 1986	137425M	22 Feb 1989
TMK000375-JP-NF	AQUCAR & CH	Japan	55814545	22 Feb 1983	1791831	29 Jul 1985
TMK004177-CA-NF	PIROR	Canada	359663	15 Dec 1972	TMA193114	03 Aug 1973
TMK006257-AR-NF	UCARCIDE	Argentina		14 Aug 1979	2378670	14 Aug 1979
TMK006257-AU-NF	UCARCIDE	Australia	329864	08 Mar 1979	329864	08 Mar 1979
TMK006257-BD-NF	UCARCIDE	Bangladesh	43990	17 Jun 1995	43990	17 Jun 1995

TRADEMARK

Case Reference	Trademark	Country	Filing Number	Filing Date	Registration Number	Registration Date
TMK006257-BR-NF	UCARCIDE	Brazil	007054041	10 Jan 1980	007054041	10 Jan 1980
TMK006257-CA-NF	UCARCIDE	Canada	436609	05 Mar 1979	TMA249338	15 Aug 1980
TMK006257-CL-NF	UCARCIDE	Chile	117105	16 Aug 1988	540141	22 May 1989
TMK006257-CN-NF[2]	UCARCIDE	China	41226545	23 Sep 2019	41226545	07 Apr 2021
TMK006257-CN-NF	UCARCIDE	China	8908977	04 Apr 1989	509634	20 Jan 1990
TMK006257-CO-NF	UCARCIDE	Colombia	137444	08 May 1987	137444	31 Dec 1991
TMK006257-DK-NF	UCARCIDE	Denmark	VA197900975	08 Mar 1979	VR198001639	11 Apr 1980
TMK006257-EC-NF	UCARCIDE	Ecuador	8051	06 Apr 1987	145388	13 Jun 1988
TMK006257-FI-NF	UCARCIDE	Finland	T198001006	14 Feb 1980	82718	06 Sep 1982
TMK006257-GR-NF	UCARCIDE	Greece	65820	05 Mar 1980	65820	17 Dec 1981
TMK006257-HK-NF	UCARCIDE	Hong Kong	274683	17 Mar 1983	19832746	17 Mar 1983
TMK006257-ID-NF	UCARCIDE	Indonesia	177022	01 Nov 1983	IDM000002710	01 Nov 1983
TMK006257-IL-NF	UCARCIDE	Israel	47587	05 Mar 1979	47587	05 Mar 1979
TMK006257-MX-NF	UCARCIDE	Mexico	16438	05 Nov 1986	349018	05 Nov 1986
TMK006257-NZ-NF	UCARCIDE	New Zealand	149057	27 Sep 1983	149057	27 Sep 1983
TMK006257-NO-NF	UCARCIDE	Norway	19800409	12 Feb 1980	109098	13 Aug 1981
TMK006257-PE-NF	UCARCIDE	Peru	118772	31 Mar 1987	71494	06 Nov 1987
TMK006257-PL-NF	UCARCIDE	Poland	59953	18 Mar 1983	59953	18 Mar 1983
TMK006257-SA-NF	UCARCIDE	Saudi Arabia	9468	16 Jun 1980	94/68	20 Jun 1982
TMK006257-SG-NF	UCARCIDE	Singapore	S126483	14 Mar 1983	T83012648	14 Mar 1983
TMK006257-ZA-NF	UCARCIDE	South Africa	791214	07 Mar 1979	791214	07 Mar 1989
TMK006257-KR-NF	UCARCIDE	South Korea / Republic of Korea	19830003460	15 Mar 1983	0105332	25 Sep 1984
TMK006257-SE-NF	UCARCIDE	Sweden	174321	14 Nov 1980	174321	14 Nov 1980
TMK006257-TW-NF	UCARCIDE	Taiwan	68003571	08 Mar 1979	00119009	16 Aug 1979
TMK006257-AE-NF	UCARCIDE	United Arab Emirates	1801	21 Nov 1993	3509	21 Nov 1993
TMK006257-GB-NF	UCARCIDE	United Kingdom	1128604	13 Feb 1980	1128604	13 Feb 1980
TMK006257-US-NF	UCARCIDE	United States Of America	73195461	04 Dec 1978	1129132	15 Jan 1980
TMK006257-VE-NF	UCARCIDE	Venezuela	188579	13 Oct 1979	100713F	13 Oct 1982
TMK006258-JP-NF	UCARCIDE & CH	Japan	2004029690	30 Mar 2004	4819265	19 Nov 2004
TMK006258-JP-NF[1]	UCARCIDE & CH	Japan	1692879	12 Mar 1979	2284311	30 Nov 1980
TMK006263-BR-NF	UCARFLOC	Brazil	821526707	30 Mar 1999	821526707	01 Oct 2002
TMK006263-CN-NF	UCARFLOC	China	5284935	13 Apr 2006	5284935	21 Jul 2009
TMK006263-KR-NF	UCARFLOC	South Korea / Republic of Korea	95008777	10 Mar 1995	0347037	18 Sep 1996
TMK006263-US-NF	UCARFLOC	United States Of America	74255378	13 Mar 1992	1730515	10 Nov 1992

TRADEMARK

REEL: 008130 FRAME: 0809

Case Reference	Trademark	Country	Filing Number	Filing Date	Registration Number	Registration Date
TMK006264-JP-NF	UCARFLOC & CH	Japan	2001065338	17 Jul 2001	4668118	02 May 2003
TMK006273-AR-NF	UCARSAN	Argentina	1575746	09 Dec 1986	1658018	24 Feb 1988
TMK006273-AU-NF	UCARSAN	Australia	416367	05 Oct 1984	416367	05 Oct 1984
TMK006273-BD-NF	UCARSAN	Bangladesh	43991	17 Jun 1995	43991	17 Jun 1995
TMK006273-BO-NF	UCARSAN	Bolivia	SM088699	16 Mar 1999	76381A	29 Jun 2000
TMK006273-BR-NF	UCARSAN	Brazil	812927940	21 Oct 1986	812927940	12 Jul 1988
TMK006273-CN-NF	UCARSAN	China	1110406	03 Apr 1996	1110406	28 Sep 1997
TMK006273-CO-NF	UCARSAN	Colombia	SD20160005326	03 Aug 2016	577507	27 Sep 2017
TMK006273-CR-NF	UCARSAN	Costa Rica	22638	02 Mar 1994	93783	10 Nov 1995
TMK006273-EC-NF	UCARSAN	Ecuador		25 Oct 1960	217591	16 Sep 1991
TMK006273-SV-NF	UCARSAN	El Salvador		08 Aug 1994	238K75	21 Apr 1998
TMK006273-GT-NF	UCARSAN	Guatemala		17 Jun 1994	79691	15 May 1996
TMK006273-HN-NF	UCARSAN	Honduras		15 Jun 1994	65545	12 Aug 1996
TMK006273-ID-NF	UCARSAN	Indonesia	347962	25 Feb 1985	IDM000074797	25 Feb 1985
TMK006273-MX-NF[2]	UCARSAN	Mexico	1688207	03 Dec 2015	1635637	03 May 2016
TMK006273-MM-CN M	UCARSAN	Myanmar (Ex-Burma)	3095/1995	01 Oct 1995	2317/2004	01 Oct 1995
TMK006273-NI-NF	UCARSAN	Nicaragua		24 Jun 1994	R27950CC	08 Mar 1995
TMK006273-PA-NF	UCARSAN	Panama	1259776	29 Aug 1994	72396	15 Jan 1996
TMK006273-PE-NF	UCARSAN	Peru	133178	22 Jan 1988	74760	13 May 1988
TMK006273-SG-NF	UCARSAN	Singapore	5450086	02 Oct 1986	T86045008	02 Oct 1986
TMK006273-LK-NF	UCARSAN	Sri Lanka	52589	03 Dec 1986	52589	03 Dec 1986
TMK006273-TW-NF	UCARSAN	Taiwan	281040	01 May 1985	00281040	01 May 1985
TMK006273-TH-NF	UCARSAN	Thailand	143881	23 Nov 1984	KOR25843	23 Nov 1984
TMK006273-GB-NF	UCARSAN	United Kingdom	1227726	05 Oct 1984	UK00001227726	05 Oct 1984
TMK006273-US-NF	UCARSAN	United States Of America	73356348	24 Mar 1982	1259776	06 Dec 1983
TMK006273-VE-NF	UCARSAN	Venezuela	1364686	02 Oct 1986	F142140	04 Mar 1991
TMK006274-JP-NF	UCARSAN & CH	Japan	2004029691	30 Mar 2004	4819266	19 Nov 2004
TMK006275-KR-NF	UCARSAN IN CH	South Korea / Republic of Korea	884847	20 Feb 1988	0186130	27 Dec 1989
TMK006300-JP-NF	UCONEX & CH	Japan	56115863	21 Feb 1986	2214412	23 Feb 1990

TRADEMARK