

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM827414

<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 Corporation		12/01/2021	Corporation: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Evonik Operations GmbH		
<b>Street Address:</b>	Rellinghauser Strasse 1-11		
<b>City:</b>	Essen		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	45128		
<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>	2501688	LACTEL	
<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>DOMESTIC REPRESENTATIVE</b>			
<b>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>	07/27/2023		

OP \$40.00 2501688

**Total Attachments: 9**

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This **CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is entered into by and between

**Evonik Corporation**  
**2 Turner Place**  
**Piscataway, NJ 08854**  
**United States**

("Seller" or "Assignor"),

and

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

("Purchaser" or "Assignee")

### RECITALS

WHEREAS, Purchaser and Seller are parties to that certain Trademark Purchase Agreement, with legal effect as of December 1, 2021 (the "TPA") 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 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 "TPA" 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 of the "TPA"; 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 "TPA", 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 "TPA" 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 "TPA". This Agreement, Appendix 1 hereto and the "TPA" 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 "TPA", the provisions of the "TPA" 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.

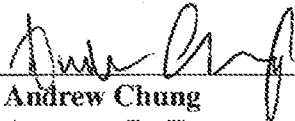
5. **Governing Law; Jurisdiction and Venue.** This Agreement and all matters arising out of or relating to this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise), shall be interpreted,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

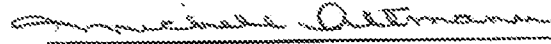
6. **Signatories; Counterparts.** This Agreement may be executed in at least two counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. If Purchaser will ask for more counterparts in order to file Trademarks, Seller will 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 Corporation

Executed in Parsippany, New Jersey USA, on January 26, 2023



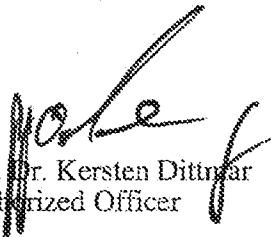
By:   
Andrew Chung  
Attorney-In-Fact

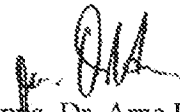


MICHELE ALTMANN  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 50141914  
My Commission Expires 10/29/2025

Purchaser Evonik Operations GmbH

Executed in Marl, on 23. März 2023

By:   
ppa. Dr. Kersten Dittmar  
Authorized Officer

  
ppa. Dr. Arne Lang  
Authorized Officer

APPENDIX 1: Assigned Trademarks

APPENDIX 1

Internal file No.	Trademark	Country	Filing date	Application No.	Registration date	Registration No.	Class of Goods
2021W60001 CN	LACTEL	CN	13.02.2020	44059404			001
2021W60001 DE	LACTEL	DE	26.08.2021	302021018408.0	15.10.2021	302021018408	001
2021W60001 IN	LACTEL	IN	15.05.2020	4502273	15.05.2020	4502273	001
2021W60001 TW	LACTEL	TW	05.03.2020	109013338	16.09.2020	02084396	001
2021W60001 US	LACTEL	US	25.04.2000	76/034,487	30.10.2001	2501688	001

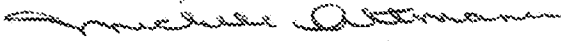
TRADEMARK

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# AFFIDAVIT

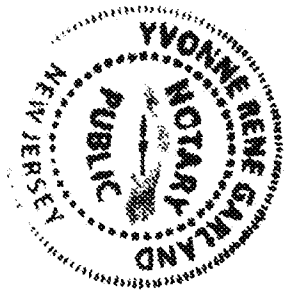
*State of New Jersey  
County of Morris*

I, Michele Altmann, a Notary Public in and for said State, hereby certify that on January 26, 2023, Mr. Andrew Chung was appointed Evonik Corporation's lawful attorney-in-fact and he has the legal authority to singularly represent the Corporation and execute any agreements, documents or instruments regarding the Corporation since the date that he was delegated the Power of Attorney.



Michele Altmann

Subscribed and sworn to before me this 26th day of January 2023.

  
Notary Public

YVONNE RENE GARLAND  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 2456009  
My Commission Expires 05/23/2028



**EVONIK CORPORATION**

**POWER OF ATTORNEY**

The undersigned, Evonik Corporation, an Alabama corporation (the "Principal") whose principal place of business is at 299 Jefferson Road, Parsippany, New Jersey 07054, hereby appoints Mr. Andrew Chung, Patent Counsel, Legal, IP Management & Compliance Americas, its lawful attorney-in-fact to act for and on its behalf, with signatory power, to execute and deliver the following documents:

All intellectual property documents, which are not prepared by the signatory, including, for example, assignments, power of attorneys, and other documentation necessary for use with patent offices, such as the US patent office (USPTO), European Patent office (EPO), German Patent office (DMPA), World Intellectual Property Office (WIPO) and other patent offices of various countries; as well as correspondence with national and foreign law firms

Said attorney-in-fact shall have full authority to make, acknowledge, execute and deliver for the Principal and in its name all documents and other instruments which are necessary or appropriate with respect to the subject matter hereof with the same effect as though the Principal was personally present and acting for itself, hereby ratifying and confirming all that the said undersigned attorney-in-fact may do pursuant to this limited power.

To induce any third party to act in accordance herewith, it is hereby agreed that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder and the Principal agrees to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

This Power of Attorney may be terminated by the Principal, or said attorney-in-fact, as the case may be, at any time and for any reason upon (3) days written notice.

**IN WITNESS WHEREOF** on behalf of the Principal, I have hereunto set my hand this 30th day of March 2021.

**EVONIK CORPORATION**

*Bonnie Tully*

By: \_\_\_\_\_

Bonnie Tully  
President

[internal]

**TRADEMARK**  
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# Evonik Corporation Power of Attorney IP Matters

Final Audit Report

2021-04-05

Created:	2021-03-30
By:	Patricia Malcolm (patricia.malcolm@evonik.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAxAx8nICDdVgTHh19hAPxZus5vi11cRpWfc

## "Evonik Corporation Power of Attorney IP Matters" History

-  Document created by Patricia Malcolm (patricia.malcolm@evonik.com)  
2021-03-30 - 4:46:40 PM GMT- IP address: 12.154.142.111
-  Document emailed to Tully Bonnie (bonnie.tully@evonik.com) for signature  
2021-03-30 - 4:47:20 PM GMT
-  Email viewed by Tully Bonnie (bonnie.tully@evonik.com)  
2021-04-05 - 12:39:45 PM GMT- IP address: 208.60.60.250
-  Document e-signed by Tully Bonnie (bonnie.tully@evonik.com)  
Signature Date: 2021-04-05 - 12:41:47 PM GMT - Time Source: server- IP address: 208.60.60.250
-  Agreement completed.  
2021-04-05 - 12:41:47 PM GMT

## Vermerk über eine Unterschriftsbeglaubigung

## Certification of a signature

Hiermit beglaubige ich die vorstehenden, I hereby certify that the above signatures  
vor mir geleisteten Unterschriften der were executed in my presence by  
Herren

Dr. Kersten Dittmar geb. 06.09.1972,

Dr. Arne Lang geb. 25.11.1966,

business address: Paul-Baumann-Straße 1 in 45772 Marl, Germany

Die vorbezeichneten Herren sind mir von I know the signatories by person.  
Person bekannt.

Auf Nachfrage des Notars bestätigten die At my request the signatories declared  
Herren Dr. Dittmar und Dr. Lang mit Blick pursuant to sec.3 para.1 No.7 of the  
auf § 3 Abs.1 Nr. 7 BeurkG, dass weder der German Notarisation Act (BeurkG), that  
Notar noch eine der mit ihm zur neither the acting notary public nor any of  
gemeinsamen Berufsausübung verbundenen the persons associated with him for mutual  
Personen in dieser Angelegenheit bereits exercise of occupation were concerned with  
außerhalb notarieller Amtstätigkeit tätig this matter as lawyers.  
war.

Die Unterschriftsleistung erfolgte auf The signatures were upon request of the  
Besuchen an deren Dienstsitz im signatories executed in their office premises  
Chemiepark Marl, Paul-Baumann-Straße 1 in Chemiepark Marl, Paul-Baumann-Straße 1 in  
45772 Marl. 45772 Marl.

Ich bescheinige aufgrund heutiger Based on my inspection of the commercial  
Einsichtnahme auf elektronischem Wege in register by electronic means of the present  
das Handelsregister bei dem Amtsgericht day, I hereby certify in my capacity as notary  
Essen zu HRB 20227, dass dort die Evonik that Evonik Operations GmbH with its  
Operations GmbH mit Sitz in Essen is corporate seat in Essen is registered with the  
eingetragen ist und dass die Herren Dr. commercial register of the local court of  
Kersten Dittmar und Dr. Arne Lang as Essen under the commercial register number  
Prokuristen gemeinsam zur Vertretung der HRB 20227 and that the signatories are  
Gesellschaft berechtigt sind. authorized to jointly represent the company  
as authorised officers.

Urkundenverzeichnis Nr. 285 für 2023

Marl, den 23. März 2023

Dr. Nikolaus Lüttes

Notar