

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM829360

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900789015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TotalEnergies Petrochemicals & Refining USA, Inc.		07/17/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Resin Solutions LLC		
Street Address:	2447 Pacific Coast Hwy, Suite 101		
City:	Hermosa Beach		
State/Country:	CALIFORNIA		
Postal Code:	90254		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4227485	DYMALINK	
Registration Number:	0870278	POLY BD	
Registration Number:	1138541	WINGTACK	
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>			
Phone:	4159848700		
Email:	mpalmer@omm.com		
Correspondent Name:	Madeleine Palmer / Tara McMillen		
Address Line 1:	Two Embarcadero Center, 28th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	0643949-00006		
NAME OF SUBMITTER:	Madeleine Palmer		
SIGNATURE:	/Madeleine Palmer/		
DATE SIGNED:	08/03/2023		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT

MP
8-3-23
THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of July 20, 2023 ("Effective Date") by and between TotalEnergies Petrochemicals & Refining USA, Inc., a Delaware corporation (the "Assignor"), and Resin Solutions LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor is desirous of selling certain assets to Assignee, including those trademarks and trademark applications listed in Exhibit A (the "Trademarks");

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's rights in the Trademarks.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I ASSIGNMENT

Section 1.1 Assignment. Assignor hereby assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts such assignment, transfer, conveyance and delivery of, all of Assignor's right, title and interest in, to and under the Trademarks, together with all goodwill of the business associated with and symbolized by the assigned Trademarks, and all registrations and applications therefor and renewals and extensions thereof that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, including but not limited to (i) all causes of action (either in law or equity) and the right to sue, counterclaim and recover for past, present and future infringement, misappropriation, dilution, unfair competition or other violation of the assigned Trademarks; (ii) all income, royalties, damages and payments now or hereafter due or payable with respect to the assigned Trademarks; and (iii) all corresponding rights of Assignor in, to and under the assigned Trademarks throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

ARTICLE II RECORDATION AND COOPERATION

Section 2.1 Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and empowered officials of all other foreign countries to record the transfer of the Trademarks to Assignee, its successors, assigns and legal representatives. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Trademarks.

Section 2.2 Further Assurances; Limited Power of Attorney. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by Assignee in connection with the perfection of

the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Trademarks made herein. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor.

ARTICLE III MISCELLANEOUS

Section 3.1 Entire Agreement. This Assignment contains the entire agreement between the parties hereto with respect to the transactions contemplated hereunder, and supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof, written or oral. No waiver and no modification or amendment of any provision of this Assignment shall be effective unless specifically made in writing and duly signed by the party to be bound thereby. Nothing in this Assignment is intended to confer upon any third party any rights or remedy of any nature whatsoever hereunder or by reason of this Assignment.

Section 3.2 Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. This Assignment may be executed electronically and transmitted by pdf or facsimile with the same validity as an ink-signed document.

Section 3.3 Assignment, Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. For the avoidance of doubt, nothing in this Assignment will restrict in any way Assignee's ability to assign, license, transfer, pledge, or otherwise exploit any right, title, or interest in and to the Trademarks.

Section 3.4 Savings Clause. Any term or provision of this Assignment which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without rendering invalid, illegal or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction. If any provision of this Assignment is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

Section 3.5 Headings. The captions of the various articles and sections of this Assignment have been inserted only for convenience of reference and shall not be deemed to modify, explain, enlarge or restrict any of the provisions of this Assignment.


Section 3.6 Governing Law; Jurisdiction and Venue. The validity, interpretation and effect of this Assignment shall be governed exclusively by the laws of the state of Delaware without regard to any conflicts of laws principles. The parties irrevocably submit and consent to the exclusive jurisdiction and venue of the federal and state courts located in the state of Delaware in any action brought to enforce, or otherwise relating to, this Assignment.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their duly authorized officer on July 17, 2023.

ASSIGNOR

TOTALENERGIES PETROCHEMICALS & REFINING USA, INC.

By: 

Name: Christophe Vuillez

Title: President and Chief Executive Officer

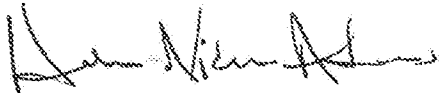
STATE OF TEXAS

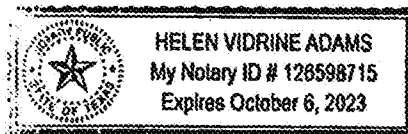
COUNTY OF Harris)

On July 17, 2023, before me, Helen Vidrine Adams, a Notary Public, personally appeared Christophe Vuillez, personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





ASSIGNEE

RESIN SOLUTIONS LLC

By: _____

Name: Jonathan Simott

Title: VP, Secretary

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

On July 18, 2023, before me, Jason Kai Henry, a Notary Public, personally appeared Jonathan Simott, personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On July 18, 2023 before me, Jason Kai Henry, Notary Public
(Here insert name and title of the officer)

personally appeared Jonathan Siroff

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

EXHIBIT A

Mark	Country	Application Number	File Date	Registration Number	Registration Date
WINGTACK	AR	3.187.420	8/29/2012	2.613.446	12/5/2013
POLY BD	AU	366017	9/23/1981	366017	9/23/1981
WINGTACK	AU	1130025	8/24/2012	1519151	8/24/2012
DYMALINK	BR	916740889	2/13/2019	916740889	11/5/2019
POLY BD	BR	810587505	8/12/1981	810587505	3/19/1985
WINGTACK	BR	840246897	8/27/2012	840246897	8/4/2015
POLY BD	CA	1414218	10/10/2008	815,482	1/12/2012
WINGTACK	CA	819220	7/30/1996	TMA477947	6/17/1997
WINGTACK	CH	1130025	8/24/2012	1130025	8/24/2012
WINGTACK	CL	1023228	8/28/2012	1069409	1/20/2014
DYMALINK	CN	1456289	2/13/2019	1456289	5/29/2019
WINGTACK	CN	1130025	8/24/2012	1130025	8/24/2012
WINGTACK	CO	12148358	8/30/2012	465842	1/31/2013
DYMALINK	EU	1456289	2/13/2019	1456289	8/27/2019
POLY BD	EU	7298681	10/8/2008	7298681	10/8/2008
WINGTACK	EU	1130025	8/24/2012	1130025	8/24/2012
DYMALINK	GB	1456289	2/13/2019	UK0081456289	8/27/2019
POLY BD	GB	7298681	10/8/2008	UK0097298681	10/8/2008
WINGTACK	GB	UK00801130025	8/24/2012	UK00801130025	8/19/2013
WINGTACK	ID	D00.2013.002591	1/18/2013	IDM000476348	10/6/2022
WINGTACK	IL	1130025	8/24/2012	1130025	8/24/2012
DYMALINK	IN	4129870	2/13/2019	1456289	11/7/2019
POLY BD	IN	1765922	12/19/2008	1765922	12/19/2008
WINGTACK	IN	2397544	9/17/2012	2397544	9/17/2012
DYMALINK	JP	1456289	2/13/2019	1456289	11/12/2020
POLY BD	JP	102271980	12/17/1980	2265370	9/21/1990
POLY BD	JP	1992-165888	8/27/1992	3026381	2/28/1995
WINGTACK	JP	1130025	8/24/2012	1130025	8/24/2012
DYMALINK	KR	1456289	2/13/2019	1456289	4/5/2020
POLY BD	KR	83411981	10/29/1992	279003	11/10/1993
DYMALINK	MX	1456289	2/13/2019	2038438	2/13/2019
DYMALINK	MX	1456289	2/13/2019	2038438	2/13/2019
POLY BD	MX	1213920	9/23/2011	1287134	5/23/2012
POLY BD	MY	8020192	10/8/2008	08020192	10/8/2008

POLY BD	NO	803554	12/11/1980	111121	5/6/1982
WINGTACK	NZ	964391	8/27/2012	964391	2/28/2013
POLY BD	RS	198000805	12/15/1980	028643	2/25/1986
POLY BD	RU	2008732283	10/9/2008	394248	11/20/2009
WINGTACK	SA	185634	8/27/2012	143311063	7/2/2013
POLY BD	SE	200809343	10/9/2008	402464	3/20/2009
POLY BD	SG	42921981	9/28/1981	T8104292G	9/28/1981
POLY B-D	TH	304912	4/3/1986	TM113185	4/2/1996
WINGTACK	TH	860090	8/29/2012	TM388915	12/2/2014
POLY BD	TR	2009 01582	1/14/2009	2009 01582	11/16/2009
WINGTACK	TR	1130025	8/24/2012	1130025	8/24/2012
POLY BD	TW	97047520	10/14/2008	1386962	12/1/2009
WINGTACK	TW	101024169	5/3/2012	1562239	2/1/2013
DYMALINK	US	85/441,597	10/7/2011	4,227,485	10/16/2012
POLY BD	US	72/182,668	12/9/1963	870,278	6/3/1969
WINGTACK	US	73/211,400	4/12/1979	1,138,541	8/12/1980
POLY BD	VE	8955-1981	1/1/1981	113886	9/19/1985
WINGTACK	VE	20098-2012	9/21/2012	P333098	10/7/2018
DYMALINK	WO	1456289	2/13/2019	1456289	2/13/2019
WINGTACK	WO	1130025	8/24/2012	1130025	8/24/2012
POLY BD	ZA	1980/08464	12/23/1980	1980/08464	12/23/1980
WINGTACK	ZA	2012/23195	8/27/2012	2012/23195	5/30/2014