

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844095

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Oxerra Americas LLC | | 02/28/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Venator Materials LLC | | |
| Street Address: | 10003 Woodloch Forest Drive | | |
| Internal Address: | Venator Legal | | |
| City: | The Woodlands | | |
| State/Country: | TEXAS | | |
| Postal Code: | 77380 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0409070 | NUODEX | |
| Registration Number: | 0410530 | NUODEX | |
| Registration Number: | 0345130 | NUODEX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128622200 | | |
| <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: | 3128622000 | | |
| Email: | rob.soneson@kirkland.com | | |
| Correspondent Name: | Rob Soneson | | |
| Address Line 1: | 300 N LaSalle | | |
| Address Line 2: | Kirkland & Ellis LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60642 | | |
| ATTORNEY DOCKET NUMBER: | 54179-26 | | |
| NAME OF SUBMITTER: | Rob Soneson | | |
| SIGNATURE: | /rsoneson/ | | |
| DATE SIGNED: | 10/06/2023 | | |
| Total Attachments: 3 | | | |

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TRADEMARK

REEL: 008220 FRAME: 0040

CONFIRMATORY ASSIGNMENT AGREEMENT

This CONFIRMATORY ASSIGNMENT AGREEMENT (this “**Assignment**”), effective as of 28 February 2023 (the “**Effective Date**”), is made by and between Oxerra Americas LLC (formerly known as Venator Americas LLC), a Delaware limited liability company (“**Assignor**”) and Venator Materials LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, pursuant to that certain Asset Transfer Agreement, dated 28 February 2023, by and between Assignor and Assignee (the “**Asset Transfer Agreement**”), Assignor assigned, and agreed to assign, to Assignee all of Assignor’s right, title, and interest in certain property, rights and assets.

WHEREAS, the said property, rights and assets including the registered or applied-for trademarks listed on Schedule A attached hereto (collectively, the “**Assigned Intellectual Property**”).

WHEREAS, this Assignment ratifies and confirms the assignment and transfer from Assignor to Assignee of all of Assignor’s right, title, and interest in the Assigned Intellectual Property for the purpose of perfecting Assignee’s ownership rights in the Assigned Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, including the consideration in the Contribution Agreement, the receipt and sufficiency of which are hereby acknowledge, Assignor and Assignee agree as follows:

1. Confirmatory Assignment. Assignor hereby confirms and acknowledges that it has assigned, transferred, set over, and delivered, and Assignor does hereby irrevocably assign, transfer, set over, and deliver, on behalf of itself and its affiliates, to Assignee all of Assignor’s or such affiliates’ right, title, and interest in the Assigned Intellectual Property, together with (i) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Assigned Intellectual Property, including without limitation the right to recover for damages, injunctive relief, inventorship and authorship rights, and any other remedies of any kind for past, current, and future infringement or misappropriation; (ii) rights to collect income, royalties, damages, or other payments under or on account of any of the Assigned Intellectual Property; and (iii) all corresponding rights of any of the foregoing that, now or hereafter, may be secured throughout the world.

2. Recordation; Documentation. Assignor hereby, on behalf of itself and its affiliates: (i) authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee; and (ii) agrees to execute and deliver to Assignee all instruments and agreements or take such actions (at Assignee’s cost and expense) as may be reasonably necessary to effectuate or confirm Assignee’s ownership of all right, title, and interest in the Assigned Intellectual Property.

3. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Nothing in this Assignment shall alter any right, liability, or obligation of Assignor or Assignee under the Contribution Agreement. In the event of any conflict between the Contribution Agreement and this Assignment, the Contribution Agreement shall control. This Assignment and all disputes or controversies arising out of or relating to this Assignment, or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to conflict of laws principles. This Assignment shall not be modified except by a written agreement by the parties’ duly authorized representatives. This Assignment may be executed in counterparts, and a signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Remainder of page left intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date as evidenced by the duly authorized signatures below.

OXERRA AMERICAS LLC
(formerly known as Venator Americas LLC)

By:  DocuSigned by:
Kevin Miles
D3F7C884D6204D3...

Name: Kevin Miles

Title: CEO

Date: 3/10/2023

VENATOR MATERIALS LLC

By:  DocuSigned by:
Lal Pearce
81FA2CCE32494C9...

Name: Lal Pearce

Title: Commercial Director - Americas

Date: 3/10/2023

Schedule A**Assigned Intellectual Property****United States Trademarks:**

| Trademark | App. No. | App. Date | Reg. No. | Registered Owner |
|------------------|-----------------|-------------------|-----------------|-------------------------|
| NUODEX | 71468807 | March 29, 1944 | 0409070 | Venator Americas LLC |
| NUODEX | 71472430 | July 20, 1944 | 0410530 | Venator Americas LLC |
| NUODEX | 71386494 | December 08, 1936 | 0345130 | Venator Americas LLC |

Canadian Trademarks:

| Trademark | App. No. | App. Date | Reg. No. | Registered Owner |
|------------------|-----------------|-------------------|-----------------|-------------------------|
| COPAC | 0466523 | March 06, 1981 | TMA262533 | Venator Americas LLC |
| DRYMAX | 1305159 | June 12, 2006 | TMA704661 | Venator Americas LLC |
| EXKIN | 305143 | May 23, 1967 | TMA155463 | Venator Americas LLC |
| NUACT | 1305059 | June 12, 2006 | TMA697225 | Venator Americas LLC |
| NUOCURE | 313936 | June 13, 1968 | TMA162245 | Venator Americas LLC |
| NUODEX | 163734 | February 16, 1934 | UCA002372 | Venator Americas LLC |
| NUXTRA | 0399933 | July 8, 1976 | TMA226082 | Venator Americas LLC |
| POWER-PAK | 826217 | October 18, 1996 | TMA505633 | Venator Americas LLC |
| SPARMITE | 887528 | August 17, 1998 | TMA528890 | Venator Americas LLC. |