

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM864085

<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>
McWane Luxembourg IP S.à.r.l.		07/20/2023	Sociedad De Responsabilidad Limitada:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Perimeter Solutions LP		
<b>Street Address:</b>	8000 Maryland		
<b>Internal Address:</b>	Suite 350		
<b>City:</b>	Clayton		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63105		
<b>Entity Type:</b>	Limited Partnership: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5123661	RE-HEALING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3147267500		
<b>Email:</b>	awegman@harnessip.com, jsamuels@harnessip.com, aminarik@harnessip.com, agrubb@harnessip.com		
<b>Correspondent Name:</b>	Joel R. Samuels		
<b>Address Line 1:</b>	7700 Bonhomme		
<b>Address Line 4:</b>	Saint Louis, MISSOURI 63105		
<b>ATTORNEY DOCKET NUMBER:</b>	18931E-200046-US		
<b>NAME OF SUBMITTER:</b>	April M. Minarik		
<b>SIGNATURE:</b>	/April M Minarik/		
<b>DATE SIGNED:</b>	12/27/2023		
<b>Total Attachments: 133</b>			
source=Trademark Assignment - McWane IP to Perimeter Solutions LP (US RE-HEALING) executed (2) (1)#page1.tif			

CH \$40.00 5123661







## TRADEMARK ASSIGNMENT

**This Trademark Assignment** is by and between McWane Luxembourg IP S.à.r.l. (McWane IP), with an address of 8000 Maryland, Suite 350, Clayton, Missouri, 63105, United States of America (hereinafter "ASSIGNOR"); and Perimeter Solutions LP, a Missouri limited partnership with an address of 8000 Maryland, Suite 350, Clayton, Missouri, 63105, United States of America (hereinafter "ASSIGNEE").

**WHEREAS**, ASSIGNOR is the owner of the trademarks, applications and registrations identified in the attached Schedule A (hereinafter "TRADEMARKS");

**WHEREAS**, ASSIGNOR desires to assign all right, title and interest in and to the TRADEMARKS to ASSIGNEE; and

**WHEREAS**, ASSIGNEE is desirous of acquiring the entire right, title and interest in and to the TRADEMARKS.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of all of which are hereby acknowledged, ASSIGNOR confirms any previous assignments to ASSIGNEE, and to the extent that it has not already done so, agrees to assign, and hereby does assign, all right, title, and interest in and to the TRADEMARKS, together with the goodwill of the business symbolized thereby, and the right to sue for and to recover for past infringements thereof, unto said ASSIGNEE, its successors and assigns.

[remainder of page left blank]

McWane Luxembourg IP S.à.r.l.

By 

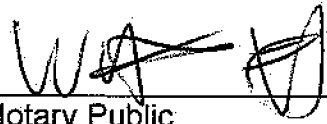
Printed name: Chuck Kropp

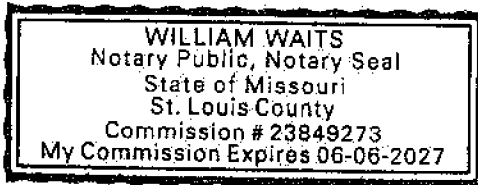
Title: Manager

State of Missouri )

County of St. Louis )

On this 20<sup>th</sup> day of July, 2023, before me, personally appeared the foregoing individual, known to me to be the person who executed the foregoing instrument on behalf of said company and acknowledged to me that he/she executed the same of his/her own free will for the purpose therein set forth. In witness whereof, I hereunto set my hand and official seal.

  
Notary Public



**Perimeter Solutions LP**

By: *Noriko Yokozuka*

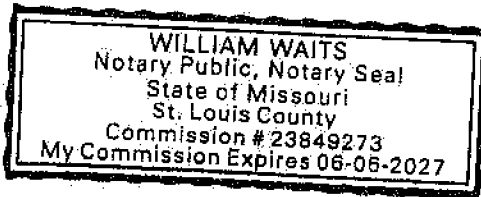
Printed name: Noriko Yokozuka

Title: General Counsel and Secretary

State of Missouri       )  
                                  )  
County of St. Louis    )

On this 20<sup>th</sup> day of July, 2023, before me, personally appeared the foregoing individual, known to me to be the person who executed the foregoing instrument on behalf of said company and acknowledged to me that he/she executed the same of his/her own free will for the purpose therein set forth. In witness whereof, I hereunto set my hand and official seal.

*William Waits*  
Notary Public



**SCHEDULE A**

<b>TRADEMARK</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION NO.</b>	<b>COUNTRY</b>
RE-HEALING	87061819	5123661	United States



**FIRST AMENDMENT TO  
SHARE PURCHASE AGREEMENT AND  
ASSET PURCHASE AGREEMENT**

This First Amendment (this "Amendment") is entered into as of December 31, 2018 by and among Perimeter Solutions, LP, a Delaware limited partnership ("Perimeter"), Amerex Corporation, an Alabama corporation ("Amerex"), SK Invictus Group S.à r.l., a private limited liability company incorporated under the laws of the Grand-Duchy of Luxembourg ("Share Buyer"), McWane Luxembourg Solberg, S.à r.l., a private limited liability company incorporated under the laws of the Grand-Duchy of Luxembourg ("Solberg Holding"), McWane Luxembourg Holdings, S.à r.l., a private limited liability company incorporated under the laws of the Grand-Duchy of Luxembourg ("Lux Holdings"), and McWane Luxembourg IP, S.à r.l., a private limited liability company incorporated under the laws of the Grand-Duchy of Luxembourg (the "IP Company") and together with Perimeter, Amerex, Share Buyer, Solberg Holding and Lux Holdings, the "Parties").

WHEREAS, Perimeter and Amerex previously entered into that certain Asset Purchase Agreement dated October 22, 2018 (the "Asset Purchase Agreement");

WHEREAS, Share Buyer, Solberg Holding, Lux Holdings and the IP Company previously entered into that certain Share Purchase Agreement dated October 22, 2018 (the "Share Purchase Agreement");

WHEREAS, Section 10.4 of the Share Purchase Agreement and Section 10.4 of the Asset Purchase Agreement provide that each agreement may be amended by a written agreement signed by the parties thereto; and

WHEREAS, the Parties now desire to amend the Asset Purchase Agreement and the Share Purchase Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:



5. Schedule 3.17(a) of the Share Purchase Agreement (Purchased Company Intellectual Property) is hereby amended by adding the below referenced trademarks:

Record Name	Status	Country	Registration Number	Filing Date	Serial Number	Reg./Grant Date	Owner
SOLBERG	Active	U.S.	-	18-Dec-18	88/234139	-	IP Company
RF-REHEALING FOAM	Inactive	U.S.	3,643,810	9-June-08	79/058092	23-June-09	SSA
FIRE-BRAKE	Active	U.S.	4,589,615	2-Apr-13	85/893451	19-Aug-14	IP Company

6. Section 8.12 is hereby added to the Share Purchase Agreement immediately after the end of Section 8.11 of the Share Purchase Agreement, as follows:

**8.12 Assignment of Certain Intellectual Property.** Immediately prior to the Closing, Amerex Corporation shall cause McWane, Inc. to transfer the following trademarks used in connection with the Business to the IP Company:

Record Name	Status	Country	Registration Number	Filing Date	Serial Number	Reg./Grant Date	Owner
RE-HEALING	Active	U.S.	5,123,661	6-June-16	87/061819	17-Jan-17	McWane, Inc.



IN WITNESS WHEREOF, the undersigned Parties have caused this First Amendment to be duly executed, effective as of the date first written above.

**PERIMETER SOLUTIONS, LP**

By: Edward Goldberg KK  
Name: Edward Goldberg  
Title: Chief Executive Officer

**SK INVICTUS GROUP S.À R.L.**

By: Edward Goldberg KK  
Name: Edward Goldberg  
Title: Class A Manager

**AMEREX CORPORATION**

By: \_\_\_\_\_  
Name: Charles Nowlin  
Title: Vice President

**MCWANE LUXEMBOURG HOLDINGS, S.À R.L.**

By: \_\_\_\_\_  
Name: Charles Nowlin  
Title: Manager

**MCWANE LUXEMBOURG SOLBERG, S.À R.L.**

By: \_\_\_\_\_  
Name: Charles Nowlin  
Title: Manager

**MCWANE LUXEMBOURG IP, S.À R.L.**

By: \_\_\_\_\_  
Name: Charles Nowlin  
Title: Manager

IN WITNESS WHEREOF, the undersigned Parties have caused this First Amendment to be duly executed, effective as of the date first written above.

**PERIMETER SOLUTIONS, LP**

By: \_\_\_\_\_  
Name: Edward Goldberg  
Title: Chief Executive Officer

**SK INVICTUS GROUP S.À R.L.**

By: \_\_\_\_\_  
Name: Edward Goldberg  
Title: Class A Manager

**AMEREX CORPORATION**

By: Charles Nowlin  
Name: Charles Nowlin  
Title: Vice President

**MCWANE LUXEMBOURG HOLDINGS, S.À R.L.**

By: Charles Nowlin  
Name: Charles Nowlin  
Title: Manager

**MCWANE LUXEMBOURG SOLBERG, S.À R.L.**

By: Charles Nowlin  
Name: Charles Nowlin  
Title: Manager

**MCWANE LUXEMBOURG IP, S.À R.L.**

By: Charles Nowlin  
Name: Charles Nowlin  
Title: Manager

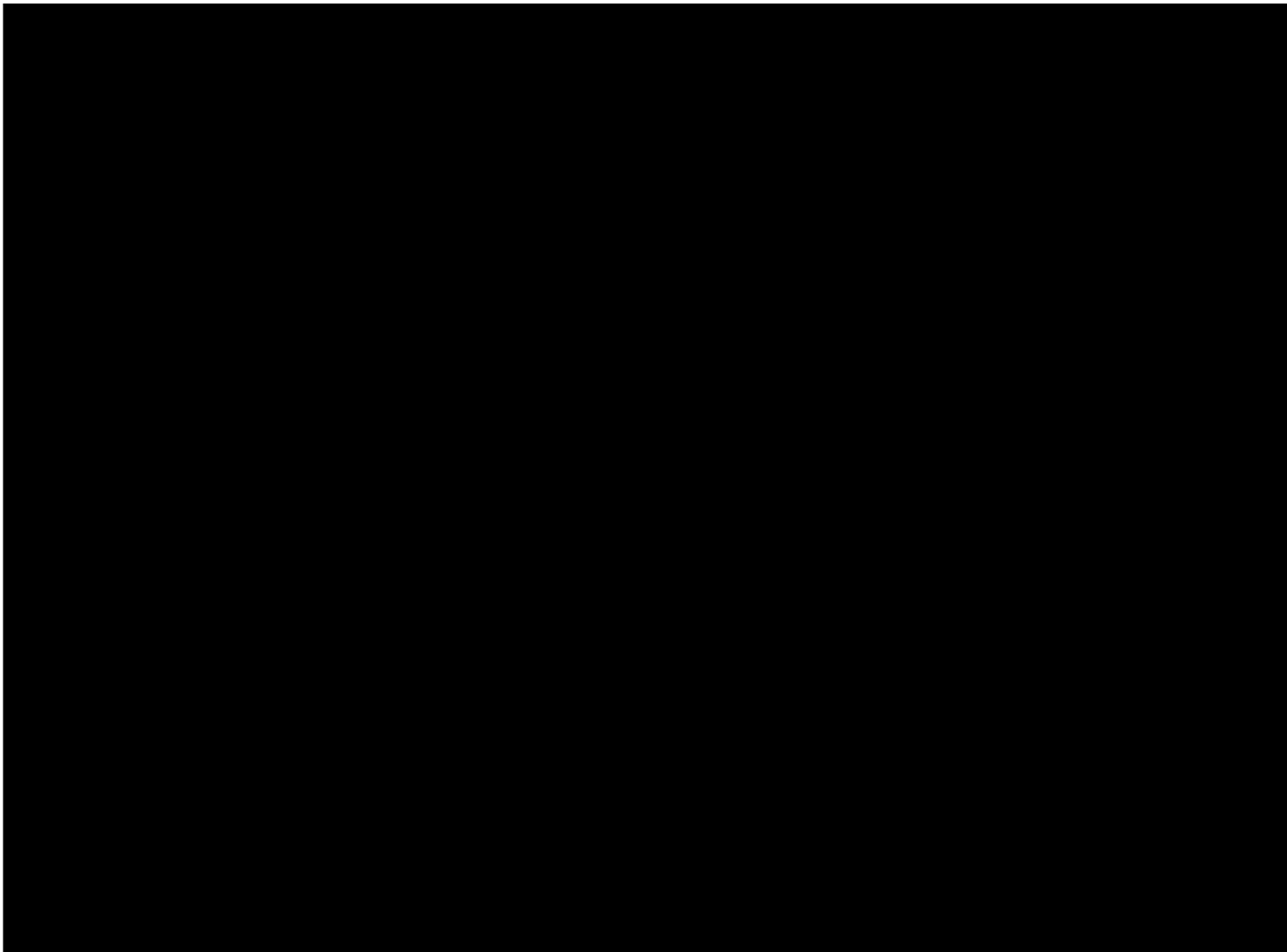
SCHEDULE A



04659990.3

**SCHEDULE B**

**Exhibit F to the Share Purchase Agreement  
Continuing Employees**



04659990.3

SCHEDULE C



04659990.3

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this “**Agreement**”), dated as of December 31, 2018, is entered into by and between McWane, Inc., an Alabama corporation located at 2900 Highway 280, Birmingham, Alabama 35223 (“**Assignor**”) and McWane Luxembourg IP, S.à r.l., a private limited liability company incorporated under the laws of the Grand-Duchy of Luxembourg located at 412F, route d’Esch, L-2086 Luxembourg (“**Assignee**” and, together with the Assignor, the “**Parties**”).

**WHEREAS**, SK Invictus Group, S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated under the laws of the Grand-Duchy of Luxembourg (the “**Buyer**”), and two Affiliates of Assignor entered into that certain Share Purchase Agreement, dated as of October 22, 2018 (as amended, the “**Purchase Agreement**”), pursuant to which Buyer agreed to acquire all of the outstanding shares of the Purchased Companies;

**WHEREAS**, Assignor holds title to and is the record owner of certain intellectual property used in the operation of the Purchased Companies, and pursuant to the First Amendment to Share Purchase Agreement and Asset Purchase Agreement, dated as of December 31, 2018, Amerex Corporation, an Affiliate of Assignor, agreed to cause Assignor to transfer two trademarks to Assignee; and

**WHEREAS**, immediately prior to the closing of the transactions contemplated by the Purchase Agreement (the “**Transactions**”), Assignor desires to assign and transfer to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s right, title, and interest in and the intellectual property identified on Exhibit A hereto (the “**Acquired Intellectual Property**”);

**NOW, THEREFORE**, the Parties, intending to be legally bound, hereby agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective immediate prior to the closing of the Transactions, Assignor hereby assigns and transfers to Assignee, and Assignee hereby purchases and acquires from Assignor, free and clear of all Encumbrances, all right, title and interest in and to the Acquired Intellectual Property, any common law rights of Assignor to the Acquired Intellectual Property, any moral rights and trade secrets of Assignor embodied within the Acquired Intellectual Property, and any patent, trademark, or other registrations or applications relating to any of the foregoing, and the goodwill of the business in connection with which the Acquired Property is used, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties or payments due or payable as of the date of this Agreement or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Acquired Intellectual Property, with the right to sue for and collect the same. Assignor hereby agrees that, for any of the Acquired Intellectual Property or any interest in any of the Acquired Intellectual Property intended to be assigned or transferred to Assignee pursuant to this Agreement and title to which does not pass to Assignee pursuant to this Agreement or any assignments or transfers that are from time to time executed and delivered pursuant to this Agreement, Assignor shall hold the same in trust for Assignee, its successors, and assigns, to assign and transfer as Assignee directs from time to time. Assignor shall execute and deliver, at the reasonable request of Assignee, such further instruments of assignment and transfer, and take such other actions, as Assignee reasonably requests to more effectively consummate the foregoing.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, to record the assignment of the Acquired Intellectual Property of Assignor to, and for the sole use and benefit of, Assignee, its successors, assigns, nominees, and legal representatives. Assignor hereby agrees



that a copy of this Agreement will be deemed a full legal and formal equivalent of any assignment, consent to file, or similar document that could be required in any country for any purpose and more particularly in proof of the right of Assignee or its nominee to claim the benefit of the right of priority provided by any applicable international convention.

3. The terms of the Purchase Agreement, including the Parties' representations, warranties, covenants, agreements, and indemnities, are not superseded by this Agreement, but remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

4. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will be, as to that jurisdiction, ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Upon such determination that any term or provision of this Agreement is invalid or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible in a mutually acceptable manner.

5. This Agreement shall be governed by, construed, and interpreted and the rights of the parties determined in accordance with the laws of the State of Delaware (regardless of the choice or conflicts of laws principles of that jurisdiction).

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. Counterparts executed or delivered by facsimile or other electronic means (including by exchange of PDFs) shall be deemed originals in all respects.

7. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.


8. Capitalized terms used in this Agreement but not otherwise defined in this Agreement shall have the meanings given such terms in the Purchase Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused this Assignment of Intellectual Property to be duly executed by an authorized representative as of the date first set forth above.


**ASSIGNEE**

McWane Luxembourg IP, S.à r.l.

By:   
Name: CHARLES NOWLIN  
Title: MANAGER

**ASSIGNOR**

McWane, Inc.

By:   
Name: CHARLES NOWLIN  
Title: SENIOR VP & CFO

## Exhibit A

### Acquired Intellectual Property

Record Name	Status	Country	Registration Number	Filing Date	Serial Number	Reg./Grant Date	Owner
RE-HEALING	Active	U.S.	5,123,661	6-June-16	87/061819	17-Jan-17	McWane, Inc.

**ASSET PURCHASE AGREEMENT**

**by and between**

**Perimeter Solutions, LP**

**and**

**Amerex Corporation**

**October 22, 2018**

**TABLE OF CONTENTS**

**ARTICLE I INCORPORATION OF RECITALS; DEFINITIONS ..... 1**

1.1 INCORPORATION OF RECITALS ..... 1

1.2 DEFINITIONS ..... 1

**ARTICLE II SALE AND TRANSFER OF ASSETS ..... 1**

2.1 ASSETS ..... 1

2.2 LIABILITIES ..... 2

2.3 PURCHASE PRICE ..... 2

2.4 ALLOCATION OF THE PURCHASE PRICE ..... 3

2.5 CLOSING ..... 3

2.6 CLOSING OBLIGATIONS ..... 3

2.7 NON-ASSIGNABLE ASSETS ..... 6

2.8 PURCHASE PRICE ADJUSTMENT ..... 6

2.9 INDEMNIFICATION LIMITATION AGREEMENT ..... 8

**ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SELLER..... 8**

3.1 ORGANIZATION AND GOOD STANDING ..... 8

3.2 AUTHORITY; NO CONFLICT ..... 8

3.3 FINANCIAL INFORMATION ..... 9

3.4 ASSETS; INVENTORY; REAL PROPERTY ..... 10

3.5 TAXES ..... 11

3.6 GOVERNMENTAL AUTHORIZATIONS ..... 12

3.7 PROCEEDINGS ..... 12

3.8 INSURANCE ..... 12

3.9 CONTRACTS; NO DEFAULTS ..... 13

3.10 COMPLIANCE WITH LAWS ..... 14

3.11 EMPLOYMENT MATTERS ..... 14

3.12 EMPLOYEE BENEFITS ..... 15

3.13 ENVIRONMENTAL MATTERS ..... 17

3.14 INTELLECTUAL PROPERTY ..... 18

3.15 MATERIAL CUSTOMERS AND MATERIAL SUPPLIERS ..... 19

3.16 PRODUCT WARRANTIES ..... 19

3.17 RELATED PERSONS ..... 19

3.18 ABSENCE OF CERTAIN CHANGES AND EVENTS ..... 20

3.19 BROKERS ..... 20

3.20 CYBERSECURITY ..... 20

3.21 RECEIVABLES ..... 21

3.22 ANTI-CORRUPTION COMPLIANCE ..... 21

3.23 TRADE CONTROLS ..... 22

3.24 SOLVENCY ..... 22

3.25 NO OTHER REPRESENTATIONS OR WARRANTIES ..... 23

**ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE BUYER..... 23**

4.1 ORGANIZATION AND GOOD STANDING ..... 23

4.2 AUTHORITY; NO CONFLICT ..... 23

4.3 PROCEEDINGS ..... 24

4.4 SUFFICIENCY OF FUNDS; SOLVENCY ..... 24

4.5 BROKERS ..... 24

4.6 INDEPENDENT INVESTIGATION; DISCLAIMER OF RELIANCE ..... 24

<b>ARTICLE V PRE-CLOSING COVENANTS AND AGREEMENTS</b> .....	<b>24</b>
5.1 ACCESS AND INVESTIGATION .....	25
5.2 OPERATION OF THE BUSINESS.....	25
5.3 NOTICE OF EVENTS .....	26
5.4 REAL PROPERTY .....	26
5.5 COMMERCIALY REASONABLE EFFORTS .....	27
<b>ARTICLE VI CONDITIONS TO CLOSING</b> .....	<b>27</b>
6.1 CONDITIONS TO OBLIGATIONS OF THE BUYER.....	27
6.2 CONDITIONS TO OBLIGATIONS OF THE SELLER .....	28
<b>ARTICLE VII TERMINATION</b> .....	<b>29</b>
7.1 TERMINATION EVENTS .....	29
7.2 EFFECT OF TERMINATION .....	30
<b>ARTICLE VIII COVENANTS AND AGREEMENTS</b> .....	<b>30</b>
8.1 TAXES; PRORATIONS. ....	30
8.2 EMPLOYEES. ....	31
8.3 PUBLIC ANNOUNCEMENTS .....	33
8.4 CONFIDENTIALITY .....	33
8.5 BOOKS AND RECORDS.....	34
8.6 INTENTIONALLY DELETED .....	34
8.7 PAYMENTS AND PROPERTY RECEIVED.....	34
8.8 RESTRICTIVE COVENANTS .....	35
8.9 FURTHER ASSURANCES.....	36
<b>ARTICLE IX INDEMNIFICATION</b> .....	<b>36</b>
9.1 INDEMNIFICATION AND REIMBURSEMENT BY THE SELLER.....	36
9.2 INDEMNIFICATION AND REIMBURSEMENT BY THE BUYER .....	37
9.3 LIMITATIONS ON INDEMNIFICATION .....	37
9.4 SURVIVAL.....	37
9.5 OTHER LIMITATIONS AND GUIDELINES.....	39
9.6 THIRD-PARTY CLAIMS. ....	39
9.7 DIRECT CLAIMS .....	41
9.8 PAYMENT; ESCROW .....	41
9.9 EXCLUSIVE REMEDIES.....	42
9.10 TREATMENT OF INDEMNITY PAYMENTS .....	42
<b>ARTICLE X GENERAL PROVISIONS</b> .....	<b>42</b>
10.1 EXPENSES.....	42
10.2 SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARIES .....	42
10.3 NOTICES .....	43
10.4 ENTIRE AGREEMENT; MODIFICATION .....	44
10.5 WAIVER.....	44
10.6 SEVERABILITY .....	44
10.7 GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL .....	44
10.8 ENFORCEMENT OF AGREEMENT; REMEDIES .....	45
10.9 NO THIRD PARTY LIABILITY .....	45
10.10 COUNTERPARTS; EXECUTION OF AGREEMENT .....	46
10.11 RULES OF CONSTRUCTION; SCHEDULES .....	46

[REDACTED]

|

[REDACTED]

[REDACTED]

|

[REDACTED]

[REDACTED]

|

[REDACTED]

Schedule 3.14(a)  
Schedule 3.14(b)

-  
-

Business Intellectual Property  
Rights in Business Intellectual Property

[REDACTED]

|

[REDACTED]





## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of October 22, 2018, is by and between Perimeter Solutions, LP, a Delaware limited partnership (the "Buyer"), and Amerex Corporation, an Alabama corporation (the "Seller").

### RECITALS

A. The Seller is engaged in the research, development, manufacture, production, marketing and sale of class a/b firefighting foam concentrates and custom-designed foam suppression system hardware (the "Business").

B. The Seller desires to sell, transfer, convey, assign, and deliver, and the Buyer desires to purchase, acquire, accept, and assume from the Seller, certain of the Assets and Liabilities of the Seller relating to the Business for the consideration and on the terms set forth in this Agreement.

C. Simultaneously with the execution of this Agreement, SK Invictus Group, S.à.r.l., a private limited liability company (société à responsabilité limitée) incorporated under the laws of the Grand-Duchy of Luxembourg ("Invictus"), an Affiliate of the Buyer, is entering into a share purchase agreement with certain Affiliates of the Seller pursuant to which Invictus will acquire all of the outstanding equity interests in certain Affiliates of the Seller (the "Luxembourg Agreement").

### AGREEMENT

The Parties, intending to be legally bound, hereby agree as follows:

[REDACTED]

### ARTICLE II SALE AND TRANSFER OF ASSETS

#### 2.1 Assets.

(a) Subject to the terms and conditions set forth in this Agreement, at the Closing, the Seller shall sell, transfer, convey, assign, and deliver to the Buyer, and the Buyer shall purchase, acquire, and accept from the Seller, free and clear of all Encumbrances other than Permitted Encumbrances, all of the Seller's right, title, and interest in and to all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or

intangible (including goodwill), wherever located and whether now existing or hereafter acquired, which are used or held for use in connection with, the Business, including, without limitation, the Assets listed on Annex A (collectively, the "Acquired Assets"), for the consideration specified in Section 2.3.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**2.6 Closing Obligations.** In addition to any other documents to be delivered under other provisions of this Agreement, at the Closing:

- (a) The Seller shall deliver to the Buyer:

[REDACTED]

(ii) assignments in a form and substance reasonably acceptable to the Buyer and duly executed by the Seller (the "Intellectual Property Assignments"), transferring all of Seller's right, title and interest in and to all Intellectual Property included in the Acquired Assets;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

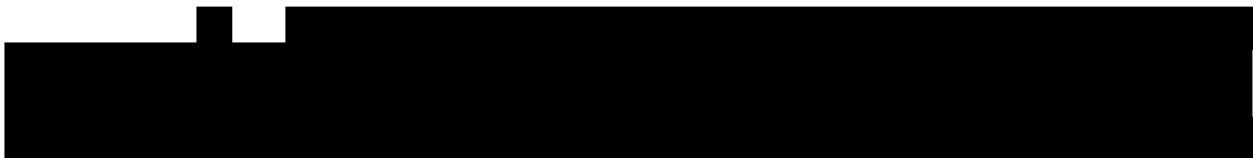
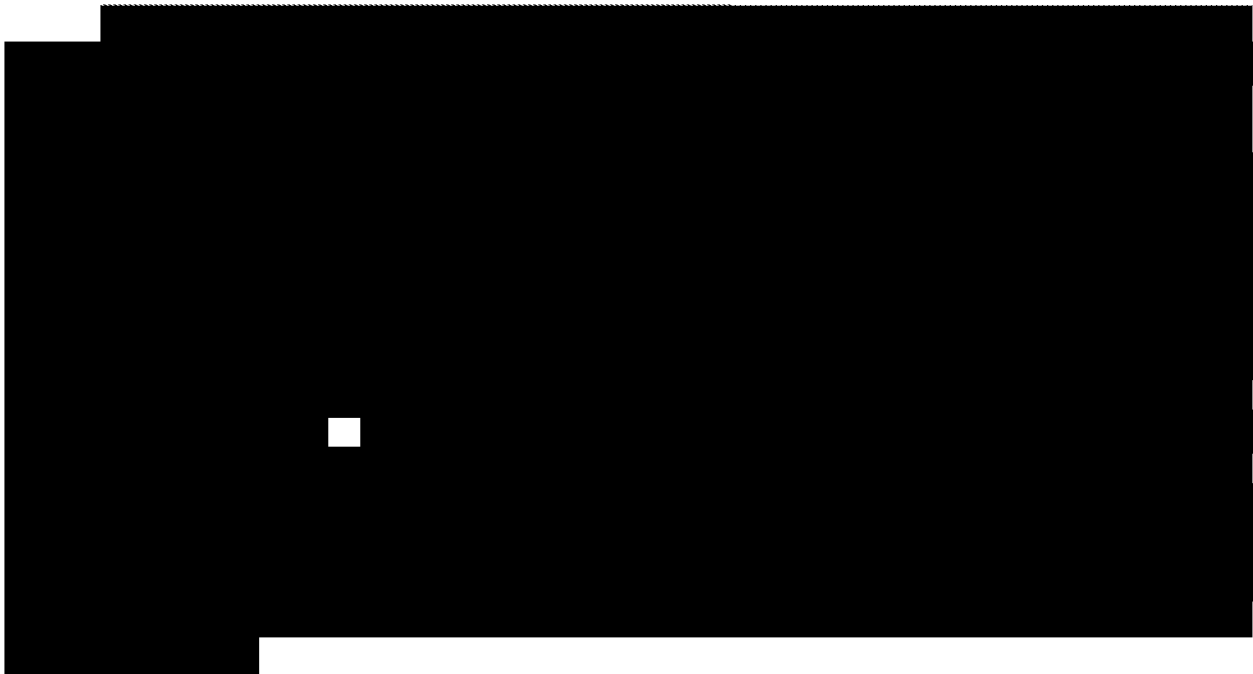
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





**TRADEMARK**  
**REEL: 008301 FRAME: 0546**

**TRADEMARK**  
**REEL: 008301 FRAME: 0547**



**TRADEMARK**  
**REEL: 008301 FRAME: 0548**

**TRADEMARK**  
**REEL: 008301 FRAME: 0549**

**TRADEMARK**  
**REEL: 008301 FRAME: 0550**

**TRADEMARK**  
**REEL: 008301 FRAME: 0551**

**TRADEMARK**  
**REEL: 008301 FRAME: 0552**

**TRADEMARK**  
**REEL: 008301 FRAME: 0553**

**TRADEMARK**  
**REEL: 008301 FRAME: 0554**

**TRADEMARK**  
**REEL: 008301 FRAME: 0555**



**TRADEMARK**  
**REEL: 008301 FRAME: 0556**

[REDACTED]

[REDACTED]

**3.14 Intellectual Property.**

(a) Schedule 3.14(a) sets forth an accurate and complete list of all patents, patent applications, trademark registrations and pending applications for registration, copyright registrations and pending applications for registration, and internet domain name registrations owned by the Seller relating to the Business, specifying as to each, as applicable, the title, mark, or design, the record owner and inventor(s), if any, the jurisdiction by or in which it has been issued, registered, or filed, the patent, registration, or application serial number, the issue, registration, or filing date, and the current status.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**TRADEMARK**  
**REEL: 008301 FRAME: 0558**

**TRADEMARK**  
**REEL: 008301 FRAME: 0559**

**TRADEMARK**  
**REEL: 008301 FRAME: 0560**

**TRADEMARK**  
**REEL: 008301 FRAME: 0561**

**TRADEMARK**  
**REEL: 008301 FRAME: 0562**

**TRADEMARK**  
**REEL: 008301 FRAME: 0563**



**TRADEMARK**  
**REEL: 008301 FRAME: 0564**

**TRADEMARK**  
**REEL: 008301 FRAME: 0565**

**TRADEMARK**  
**REEL: 008301 FRAME: 0566**

**TRADEMARK**  
**REEL: 008301 FRAME: 0567**

**TRADEMARK**  
**REEL: 008301 FRAME: 0568**

**TRADEMARK**  
**REEL: 008301 FRAME: 0569**

**TRADEMARK**  
**REEL: 008301 FRAME: 0570**

**TRADEMARK**  
**REEL: 008301 FRAME: 0571**



**TRADEMARK**  
**REEL: 008301 FRAME: 0572**

**TRADEMARK**  
**REEL: 008301 FRAME: 0573**

**TRADEMARK**  
**REEL: 008301 FRAME: 0574**

**TRADEMARK**  
**REEL: 008301 FRAME: 0575**

**TRADEMARK**  
**REEL: 008301 FRAME: 0576**

**TRADEMARK**  
**REEL: 008301 FRAME: 0577**

**TRADEMARK**  
**REEL: 008301 FRAME: 0578**

**TRADEMARK**  
**REEL: 008301 FRAME: 0579**



**TRADEMARK**  
**REEL: 008301 FRAME: 0580**

**TRADEMARK**  
**REEL: 008301 FRAME: 0581**

**TRADEMARK**  
**REEL: 008301 FRAME: 0582**

**TRADEMARK**  
**REEL: 008301 FRAME: 0583**

**TRADEMARK**  
**REEL: 008301 FRAME: 0584**

**TRADEMARK**  
**REEL: 008301 FRAME: 0585**

**TRADEMARK**  
**REEL: 008301 FRAME: 0586**

Each of the Parties, intending to be legally bound, has caused this Agreement to be duly executed on such Party's behalf by an authorized Representative of such Party as of the date first set forth above.

BUYER:

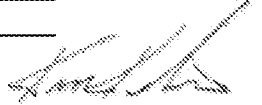
Perimeter Solutions, LP

By: its General Partner, Perimeter Solutions Inc.

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

Name: Edward Goldberg

Title: CEO



SELLER:

Amerex Corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Each of the Parties, intending to be legally bound, has caused this Agreement to be duly executed on such Party's behalf by an authorized Representative of such Party as of the date first set forth above.

BUYER:

Perimeter Solutions, LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLER:

Amerex Corporation

By: Charles Nowlin  
Name: Charles Nowlin  
Title: Vice President

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Business Intellectual Property” is defined in Section 3.14(b).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**TRADEMARK**  
**REEL: 008301 FRAME: 0591**

**TRADEMARK**  
**REEL: 008301 FRAME: 0592**

**TRADEMARK**  
**REEL: 008301 FRAME: 0593**

**TRADEMARK**  
**REEL: 008301 FRAME: 0594**

[REDACTED]

[REDACTED]

[REDACTED]

“Intellectual Property” means any and all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) trademarks, service marks, brands, certification marks, logos, trade dress, trade names and other similar indicia or source or origin, including all applications and registrations (including but not limited to the name SOLBERG, ARCTIC, ATC, RE-HEALING, and MATRE) and the goodwill connected with the use of and symbolized by the foregoing; (b) copyrights, including all applications and registrations related to the foregoing; (c) trade secrets, confidential know-how and inventions; (d) patents and patent applications; (e) internet domain name registrations and social media accounts and user names; and (f) all other intellectual property and related proprietary rights, interests, and protections.

“Intellectual Property Assignments” is defined in Section 2.6(a)(ii). For the avoidance of doubt, Intellectual Property Assignments shall include a domain name assignment transferring the domain names listed on Schedule 3.14(a).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



**TRADEMARK**  
**REEL: 008301 FRAME: 0596**

**TRADEMARK**  
**REEL: 008301 FRAME: 0597**

**TRADEMARK**  
**REEL: 008301 FRAME: 0598**

**TRADEMARK**  
**REEL: 008301 FRAME: 0599**

**TRADEMARK**  
**REEL: 008301 FRAME: 0600**

**TRADEMARK**  
**REEL: 008301 FRAME: 0601**

**TRADEMARK**  
**REEL: 008301 FRAME: 0602**

**TRADEMARK**  
**REEL: 008301 FRAME: 0603**



**TRADEMARK**  
**REEL: 008301 FRAME: 0604**

**TRADEMARK**  
**REEL: 008301 FRAME: 0605**

**TRADEMARK**  
**REEL: 008301 FRAME: 0606**

**TRADEMARK**  
**REEL: 008301 FRAME: 0607**

**TRADEMARK**  
**REEL: 008301 FRAME: 0608**

**TRADEMARK**  
**REEL: 008301 FRAME: 0609**

**TRADEMARK**  
**REEL: 008301 FRAME: 0610**

**TRADEMARK**  
**REEL: 008301 FRAME: 0611**



**TRADEMARK**  
**REEL: 008301 FRAME: 0612**

**TRADEMARK**  
**REEL: 008301 FRAME: 0613**

**TRADEMARK**  
**REEL: 008301 FRAME: 0614**

**TRADEMARK**  
**REEL: 008301 FRAME: 0615**

**TRADEMARK**  
**REEL: 008301 FRAME: 0616**

**TRADEMARK**  
**REEL: 008301 FRAME: 0617**

**TRADEMARK**  
**REEL: 008301 FRAME: 0618**

**TRADEMARK**  
**REEL: 008301 FRAME: 0619**



**TRADEMARK**  
**REEL: 008301 FRAME: 0620**

**TRADEMARK**  
**REEL: 008301 FRAME: 0621**

**TRADEMARK**  
**REEL: 008301 FRAME: 0622**

**TRADEMARK**  
**REEL: 008301 FRAME: 0623**

**TRADEMARK**  
**REEL: 008301 FRAME: 0624**

**TRADEMARK**  
**REEL: 008301 FRAME: 0625**

**TRADEMARK**  
**REEL: 008301 FRAME: 0626**

**TRADEMARK**  
**REEL: 008301 FRAME: 0627**



**TRADEMARK**  
**REEL: 008301 FRAME: 0628**

**TRADEMARK**  
**REEL: 008301 FRAME: 0629**

**TRADEMARK**  
**REEL: 008301 FRAME: 0630**

**TRADEMARK**  
**REEL: 008301 FRAME: 0631**

**TRADEMARK**  
**REEL: 008301 FRAME: 0632**

**TRADEMARK**  
**REEL: 008301 FRAME: 0633**

**TRADEMARK**  
**REEL: 008301 FRAME: 0634**

**TRADEMARK**  
**REEL: 008301 FRAME: 0635**



**TRADEMARK**  
**REEL: 008301 FRAME: 0636**

**TRADEMARK**  
**REEL: 008301 FRAME: 0637**

**TRADEMARK**  
**REEL: 008301 FRAME: 0638**

**TRADEMARK**  
**REEL: 008301 FRAME: 0639**

**TRADEMARK**  
**REEL: 008301 FRAME: 0640**

**TRADEMARK**  
**REEL: 008301 FRAME: 0641**

**TRADEMARK**  
**REEL: 008301 FRAME: 0642**

**TRADEMARK**  
**REEL: 008301 FRAME: 0643**



**TRADEMARK**  
**REEL: 008301 FRAME: 0644**

**TRADEMARK**  
**REEL: 008301 FRAME: 0645**

**TRADEMARK**  
**REEL: 008301 FRAME: 0646**

**TRADEMARK**  
**REEL: 008301 FRAME: 0647**

**TRADEMARK**  
**REEL: 008301 FRAME: 0648**

**TRADEMARK**  
**REEL: 008301 FRAME: 0649**

**TRADEMARK**  
**REEL: 008301 FRAME: 0650**

**TRADEMARK**  
**REEL: 008301 FRAME: 0651**



**TRADEMARK**  
**REEL: 008301 FRAME: 0652**