

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

|   |   |                |                       |
|---|---|----------------|-----------------------|
| SUBMISSION TYPE:  | NEW ASSIGNMENT                                    |                |                       |
| NATURE OF CONVEYANCE:   | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL      |                |                       |
| CONVEYING PARTY DATA  |   |                |                       |
| Name  | Formerly  | Execution Date | Entity Type           |
| Cytec Industries Inc.   |   | 07/31/2012     | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA  |   |                |                       |
| Name:   | Henkel AG & Co. KGaA                              |                |                       |
| Street Address:   | Henkelstrasse 67                                  |                |                       |
| City:   | Duesseldorf                                       |                |                       |
| State/Country:  | GERMANY   |                |                       |
| Postal Code:  | 40589   |                |                       |
| Entity Type:  | a partnership limited by shares: GERMANY          |                |                       |
| PROPERTY NUMBERS Total: 1   |   |                |                       |
| Property Type   | Number  | Word Mark      |                       |
| Registration Number:  | 0290741   | GELVA          |                       |
| CORRESPONDENCE DATA   |   |                |                       |
| Fax Number:   | 8605715028  |                |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |   |                |                       |
| Phone:  | 860-571-2661                                      |                |                       |
| Email:  | amy.wergeles@henkel.com, lizette.sayah@henkel.com |                |                       |
| Correspondent Name:   | Amy Span Wergeles, Henkel Corporation             |                |                       |
| Address Line 1:   | One Henkel Way                                    |                |                       |
| Address Line 4:   | Rocky Hill, CONNECTICUT 06067                     |                |                       |
| DOMESTIC REPRESENTATIVE   |   |                |                       |
| Name:   |   |                |                       |
| Address Line 1:   |   |                |                       |
| Address Line 2:   |   |                |                       |
| Address Line 3:   |   |                |                       |
| Address Line 4:   |   |                |                       |

CH \$40.00 0290741

TRADEMARK

|   |                       |
|---|-----------------------|
| NAME OF SUBMITTER:  | Amy Span Wergeles     |
| Signature:  | //Amy Span Wergeles// |
| Date:   | 09/28/2012            |
| <b>Total Attachments: 7</b><br>source=Assignment Agreement without Schedule C#page1.tif<br>source=Assignment Agreement without Schedule C#page2.tif<br>source=Assignment Agreement without Schedule C#page3.tif<br>source=Assignment Agreement without Schedule C#page4.tif<br>source=Assignment Agreement without Schedule C#page5.tif<br>source=Assignment Agreement without Schedule C#page6.tif<br>source=Assignment Agreement without Schedule C#page7.tif |                       |

## TRADEMARKS AND DOMAIN NAMES ASSIGNMENT AGREEMENT

THIS TRADEMARKS AND DOMAIN NAMES ASSIGNMENT AGREEMENT (“Agreement”) is made as of July 31, 2012 (“Effective Date”), by and between Cytec Industries Inc. and Cytec Surface Specialties SA/NV, located and doing business in Brussels, Belgium, (collectively, “Assignor”), and Henkel AG & Co. KGaA, a Kommanditgesellschaft auf Aktien organized under the laws of Germany (“Assignee”).

WHEREAS, Assignor owns the trademarks and the registrations and/or applications for registration of the trademarks identified on Schedule A hereto (collectively, the “Trademarks”);

WHEREAS, Assignor owns the registrations of the domain names identified on Schedule B hereto (collectively, the “Domain Names”);

WHEREAS, Assignee desires to obtain all right, title and interest in and to the Trademarks and the Domain Names; and

WHEREAS, Assignee has the right to acquire such right, title and interest in and to the Trademarks and Domain Names pursuant to the Asset Purchase Agreement between Cytec Industries Inc. and Assignee, dated as of May 11, 2012 (the “Asset Purchase Agreement”).

NOW, THEREFORE, the parties agree as follows.

1. Definitions. Unless specified otherwise, capitalized terms herein shall have the defined meanings set forth in the Asset Purchase Agreement.
2. Assignment. For good and valuable consideration as set forth in Schedule C hereto, the receipt of which is hereby expressly acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns, the entire worldwide right, title and interest of Assignor in and to the Trademarks and the Domain Names, together with the goodwill of the business symbolized by the Trademarks, and all rights and privileges granted and secured thereby, including the right to sue for, counterclaim for and receive all damages accruing from all past, present and future infringement, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement and sale had not been made.
3. Further Assurances. Assignor shall, at the request of Assignee, promptly take all actions reasonably necessary, including executing any other papers necessary, to perfect or secure ownership of said Trademarks and Domain Names in Assignee or an Affiliate of Assignee. Assignor shall cooperate with Assignee in executing proper assignment documents for recordation in any trademark offices or competent register or authority in respect of the Trademarks and Domain Names, said recordation to be done by and at the expense of Assignee. Within thirty (30) days after Closing, Assignor shall notify local counsel for the Trademarks and Domain Names of the transfer to Assignee and ship to Assignee at Assignor’s expense the files pertaining to the Trademarks and Domain Names being transferred under this Agreement. Assignor shall remain responsible for prosecution and maintenance of the Trademarks and Domain Names and payment of all associated costs within sixty (60) days after Closing (the

“Transition Period”), and shall be reimbursed by Assignee for such costs that become due and payable during the Transition Period, excluding Assignor’s internal costs, as and to the extent incurred after Closing. Prior to the end of the Transition Period, Assignor shall provide Assignee with a true, correct and complete list of all fees or steps that need to be paid or taken, in respect of each of the Trademarks and Domain Names within thirty (30) days after the Transition Period. Assignee covenants and agrees that upon expiration of the Transition Period, Assignee shall assume sole responsibility and discretion for all maintenance costs and all other costs and expenses associated with the Trademarks and Domain Names assigned herein, but excluding (a) Assignor’s internal costs and (b) all such costs that became due and payable before the Closing.

4. Miscellaneous.

(a) The terms, covenants and provisions of this Agreement shall inure to the benefit of Assignee, its successors, assigns and other legal representatives and shall be binding upon Assignor, its successors, assigns and other legal representatives.

(b) In the event that it is found that Schedule A or Schedule B hereto contains inadvertent errors of omission or inclusion, Assignor and Assignee agree that it may be amended by mutual agreement, the parties acting in good faith, by the addition or deletion of Trademarks and/or Domain Names.

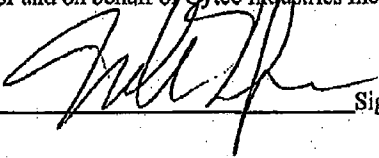
(c) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely such State, without regard to the conflicts of law principles of such State.

(d) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. The exchange of copies of this Agreement and of signature pages by facsimile transmission will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile will be deemed to be their original signatures for all purposes.

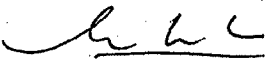
*[Signature Page Follows]*

IN WITNESS WHEREOF, this Agreement has been executed on the date first above written.


Signed by  
a duly authorized representative  
for and on behalf of Cytoc Industries Inc.

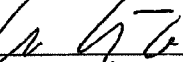
  
\_\_\_\_\_  
Signature

Signed by  
a duly authorized representative  
for and on behalf of Cytoc Surface Specialties SA/NV

  
\_\_\_\_\_  
Signature  
N. VAN IJ

Signed by  
a duly authorized representative  
for and on behalf of Henkel AG & Co. KGaA

  
\_\_\_\_\_  
Signature  
Matthias Schorf

  
\_\_\_\_\_  
Signature  
Christian Gräfe

[Signature Page to Trademarks and Domain Names Assignment Agreement]  
[NEWYORK 2591150\_2]

**SCHEDULE A  
TRADEMARKS**

| <b>Trademark</b>        | <b>Country</b>                  | <b>Reg.no</b> | <b>Owner</b>   | <b>Renewal Date</b> |
|-------------------------|---------------------------------|---------------|--|---------------------|
| GELVA                   | Australia                       | 80613         | Cytec Surface Specialties SA                         | 10/14/2019          |
| GELVA                   | Austria                         | 100924        | Cytec Surface Specialties SA                         | 10/31/2022          |
| GELVA                   | Benelux                         | 51676         | Cytec Surface Specialties SA                         | 7/2/2015            |
| GELVA                   | Bosnia-Herzegovina              | BAZR96319     | Cytec Surface Specialties SA                         | 6/25/2016           |
| GELVA                   | Brazil                          | 2568837       | Cytec Surface Specialties SA                         | 8/22/2021           |
| GELVA                   | Canada                          | TMDA52861     | Cytec Surface Specialties SA                         | 8/18/2016           |
| GELVA                   | China                           | 1228047       | Cytec Surface Specialties SA                         | 12/16/2018          |
| GELVA                   | Croatia                         | Z93450        | Cytec Surface Specialties SA                         | 6/25/2016           |
| GELVA                   | Finland                         | 88779         | Cytec Surface Specialties SA                         | 4/24/2014           |
| GELVA                   | Germany                         | 896168        | Cytec Surface Specialties SA                         | 6/30/2021           |
| GELVA                   | India                           | 88890         | Surface Specialties SA (assignment pending recordal) |                     |
| GELVA                   | Italy                           | 268834        | Cytec Surface Specialties SA                         | 11/9/2017           |
| GELVA                   | Norway                          | 92178         | Cytec Surface Specialties SA                         | 8/7/2021            |
| GELVA                   | Portugal                        | 216847        | Cytec Surface Specialties SA                         | 11/28/2014          |
| GELVA                   | Puerto Rico                     | 6180          | Cytec Surface Specialties SA                         | 4/26/2019           |
| GELVA                   | SERBIA (ex-Serbia & Montenegro) | 28901         | Cytec Industries Inc.                                | 1/12/2012           |
| GELVA                   | South Africa                    | 1171/43       | Cytec Surface Specialties SA                         | 6/25/2016           |
| GELVA                   | South Korea / Republic of Korea | 602522        | Cytec Surface Specialties SA                         | 9/298/2021          |
| GELVA                   | Spain                           | 1010522       | Cytec Surface Specialties SA                         | 12/13/2014          |
| GELVA                   | Switzerland                     | 319964        | Cytec Surface Specialties SA                         | 6/30/2022           |
| GELVA                   | Thailand                        | 556162        | Cytec Surface Specialties SA                         | 6/22/2022           |
| GELVA                   | United States Of America        | 290741        | Cytec Surface Specialties SA                         | 6/16/2014           |
| GELVA                   | Venezuela                       | 49050         | Cytec Industries Inc.                                | 1/12/2022           |
| GELVA (Chinese version) | China                           | 1236895       | Cytec Surface Specialties SA                         | 2/16/2015           |
| SOLUCRYL                | Australia                       | 159317        | Cytec Surface Specialties SA                         | 1/6/2019            |
| SOLUCRYL                | Austria*                        | 151192        | Cytec Surface Specialties SA                         | 4/6/2019            |
| SOLUCRYL                | Benelux                         | 82217         | Cytec Surface Specialties SA                         | 1/13/2021           |
| SOLUCRYL                | Bosnia-Herzegovina*             | 151192        | Cytec Surface Specialties SA                         | 12/8/2020           |
| SOLUCRYL                | Brazil                          | 823849481     | Cytec Surface Specialties SA                         | 1/13/2021           |
| SOLUCRYL                | Canada                          | TMA602,803    | Cytec Surface Specialties SA                         | 4/7/2019            |
| SOLUCRYL                | China                           | 3331619       | Cytec Surface Specialties SA                         | 2/19/2019           |
| SOLUCRYL                | Croatia*                        | 151192        | Cytec Surface Specialties SA                         | 6/20/2014           |
| SOLUCRYL                | Czech Republic*                 | 151192        | Cytec Surface Specialties SA                         | 1/13/2021           |
| SOLUCRYL                | Egypt*                          | 151192        | Cytec Surface Specialties SA                         | 1/13/2021           |

| Trademark | Country                          | Reg.no     | Owner  | Renewal Date |
|-----------|----------------------------------|------------|--|--------------|
| SOLUCRYL  | France*                          | 151192     | Cytec Surface Specialties SA                   | 1/13/2021    |
| SOLUCRYL  | Germany*                         | 151192     | Cytec Surface Specialties SA                   | 1/13/2021    |
| SOLUCRYL  | Hungary*                         | 151192     | Cytec Surface Specialties SA                   | 1/13/2021    |
| SOLUCRYL  | Indonesia                        | 552801     | Surface Specialties SA (assignment instructed) | 10/14/2012   |
| SOLUCRYL  | International Procedure*         | 151192     | Cytec Surface Specialties SA                   | 1/13/2021    |
| SOLUCRYL  | Italy*                           | 151192     | Cytec Surface Specialties SA                   | 1/13/2021    |
| SOLUCRYL  | Japan                            | 4748473    | Cytec Surface Specialties SA                   | 2/20/2014    |
| SOLUCRYL  | Liechtenstein*                   | 151192     | Cytec Surface Specialties SA                   | 1/13/2021    |
| SOLUCRYL  | Macedonia (T.Y.R.)*              | 151192     | Cytec Surface Specialties SA                   | 1/13/2021    |
| SOLUCRYL  | Malaysia                         | 2002/12652 | Cytec Surface Specialties SA                   | 10/11/2022   |
| SOLUCRYL  | Monaco*                          | 151192     | Cytec Surface Specialties SA                   | 1/13/2021    |
| SOLUCRYL  | Morocco*                         | 151192     | Cytec Surface Specialties SA                   | 1/13/2021    |
| SOLUCRYL  | New Zealand                      | 665777     | Cytec Surface Specialties SA                   | 10/3/2019    |
| SOLUCRYL  | Portugal*                        | 151192     | Cytec Surface Specialties SA                   | 1/13/2021    |
| SOLUCRYL  | Romania*                         | 151192     | Cytec Surface Specialties SA                   | 1/13/2021    |
| SOLUCRYL  | San Marino*                      | 151192     | Cytec Surface Specialties SA                   | 1/13/2021    |
| SOLUCRYL  | SERBIA (ex-Serbia & Montenegro)* | 151192     | Cytec Surface Specialties SA                   | 1/13/2021    |
| SOLUCRYL  | Slovakia*                        | 151192     | Cytec Surface Specialties SA                   | 1/13/2021    |
| SOLUCRYL  | Slovenia*                        | 151192     | Cytec Surface Specialties SA                   | 1/13/2021    |
| SOLUCRYL  | South Korea / Republic of Korea  | 608606     | Cytec Surface Specialties SA                   | 2/16/2015    |
| SOLUCRYL  | Spain*                           | 151192     | Cytec Surface Specialties SA                   | 1/13/2021    |
| SOLUCRYL  | Switzerland*                     | 151192     | Cytec Surface Specialties SA                   | 1/13/2021    |
| SOLUCRYL  | United Kingdom                   | 804008     | Cytec Surface Specialties SA                   | 3/31/2015    |
| SOLUCRYL  | United States Of America         | 2661954    | Cytec Surface Specialties SA                   | 12/17/2022   |
| UCEFIX    | Austria*                         | 330944     | Cytec Surface Specialties SA                   | 12/14/2016   |
| UCEFIX    | Austria*                         | 302463     | Cytec Surface Specialties SA                   | 9/16/2015    |
| UCEFIX    | Bosnia-Herzegovina*              | 330944     | Cytec Surface Specialties SA                   | 12/14/2016   |
| UCEFIX    | Benelux                          | 87220      | Cytec Surface Specialties SA                   | 12/8/2016    |
| UCEFIX    | Benelux                          | 87219      | Cytec Surface Specialties SA                   | 12/8/2015    |
| UCEFIX    | Brazil                           | 824021371  | Cytec Surface Specialties SA                   | 9/17/2019    |
| UCEFIX    | Canada                           | 575294     | Cytec Surface Specialties SA                   | 2/10/2018    |
| UCEFIX    | China                            | 3331620    | Cytec Surface Specialties SA                   | 6/20/2014    |
| UCEFIX    | Croatia*                         | 330944     | Cytec Surface Specialties SA                   | 12/14/2016   |
| UCEFIX    | Czech Republic*                  | 330944     | Cytec Surface Specialties SA                   | 12/14/2016   |
| UCEFIX    | Czech Republic*                  | 302463     | Cytec Surface Specialties SA                   | 9/16/2015    |
| UCEFIX    | Egypt*                           | 330944     | Cytec Surface Specialties SA                   | 12/14/2016   |
| UCEFIX    | Egypt*                           | 302463     | Cytec Surface Specialties SA                   | 9/16/2015    |
| UCEFIX    | France*                          | 330944     | Cytec Surface Specialties SA                   | 12/14/2016   |

| Trademark | Country                          | Reg.no  | Owner                        | Renewal Date |
|-----------|----------------------------------|---------|------------------------------|--------------|
| UCEFIX    | France*                          | 302463  | Cytec Surface Specialties SA | 9/16/2015    |
| UCEFIX    | Germany*                         | 330944  | Cytec Surface Specialties SA | 12/14/2016   |
| UCEFIX    | Germany*                         | 302463  | Cytec Surface Specialties SA | 9/16/2015    |
| UCEFIX    | Hungary*                         | 330944  | Cytec Surface Specialties SA | 12/14/2016   |
| UCEFIX    | Hungary*                         | 302463  | Cytec Surface Specialties SA | 9/16/2015    |
| UCEFIX    | International Procedure*         | 330944  | Cytec Surface Specialties SA | 12/14/2016   |
| UCEFIX    | International Procedure*         | 302463  | Cytec Surface Specialties SA | 9/16/2015    |
| UCEFIX    | Italy*                           | 330944  | Cytec Surface Specialties SA | 12/14/2016   |
| UCEFIX    | Italy*                           | 302463  | Cytec Surface Specialties SA | 9/16/2015    |
| UCEFIX    | Japan                            | 4682361 | Cytec Surface Specialties SA | 6/13/2013    |
| UCEFIX    | Liechtenstein*                   | 330944  | Cytec Surface Specialties SA | 12/14/2016   |
| UCEFIX    | Liechtenstein*                   | 302463  | Cytec Surface Specialties SA | 9/16/2015    |
| UCEFIX    | Macdonia (F.Y.R.)*               | 330944  | Cytec Surface Specialties SA | 12/14/2016   |
| UCEFIX    | Monaco*                          | 330944  | Cytec Surface Specialties SA | 12/14/2016   |
| UCEFIX    | Monaco*                          | 302463  | Cytec Surface Specialties SA | 9/16/2015    |
| UCEFIX    | Morocco*                         | 330944  | Cytec Surface Specialties SA | 12/14/2016   |
| UCEFIX    | Morocco*                         | 302463  | Cytec Surface Specialties SA | 9/16/2015    |
| UCEFIX    | Portugal*                        | 330944  | Cytec Surface Specialties SA | 12/14/2016   |
| UCEFIX    | Portugal*                        | 302463  | Cytec Surface Specialties SA | 9/16/2015    |
| UCEFIX    | Romania*                         | 330944  | Cytec Surface Specialties SA | 12/14/2016   |
| UCEFIX    | Romania*                         | 302463  | Cytec Surface Specialties SA | 9/16/2015    |
| UCEFIX    | San Marino*                      | 330944  | Cytec Surface Specialties SA | 12/14/2016   |
| UCEFIX    | San Marino*                      | 302463  | Cytec Surface Specialties SA | 9/16/2015    |
| UCEFIX    | SERBIA (ex-Serbia & Montenegro)* | 330944  | Cytec Surface Specialties SA | 12/14/2016   |
| UCEFIX    | SERBIA (ex-Serbia & Montenegro)* | 302463  | Cytec Surface Specialties SA | 9/16/2015    |
| UCEFIX    | Slovakia*                        | 330944  | Cytec Surface Specialties SA | 12/14/2016   |
| UCEFIX    | Slovenia*                        | 330944  | Cytec Surface Specialties SA | 12/14/2016   |
| UCEFIX    | Spain*                           | 330944  | Cytec Surface Specialties SA | 12/14/2016   |
| UCEFIX    | Spain*                           | 302463  | Cytec Surface Specialties SA | 9/16/2015    |
| UCEFIX    | Switzerland*                     | 330944  | Cytec Surface Specialties SA | 12/14/2016   |
| UCEFIX    | Switzerland*                     | 302463  | Cytec Surface Specialties SA | 9/16/2015    |

Key - Countries with asterisk (\*) are part of the international registration



**SCHEDULE B  
DOMAIN NAMES**

| Domain Name         | Expiration Date | Account Holder        | Owner |
|---------------------|-----------------|-----------------------|-------|
| adhesives-gelva.com | 4/24/2013       | Cytec Industries Inc. | PSA   |
| gelva-adhesives.com | 4/24/2013       | Cytec Industries Inc. | PSA   |
| solucryl.biz        | 11/6/2012       | Cytec Industries Inc. | PSA   |
| solucryl.com        | 6/4/2012        | Cytec Industries Inc. | PSA   |
| solucryl.info       | 9/14/2012       | Cytec Industries Inc. | PSA   |
| ucefix.biz          | 11/6/2012       | Cytec Industries Inc. | PSA   |
| ucefix.com          | 5/24/2012       | Cytec Industries Inc. | PSA   |
| ucefix.info         | 9/14/2012       | Cytec Industries Inc. | PSA   |