

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 Surface Specialties S.A.		07/31/2012	CORPORATION: BELGIUM
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:	2661954	SOLUCRYL	
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 2661954

TRADEMARK

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

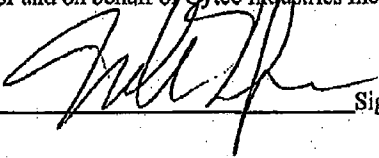
(c) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely such State, without regard to the conflicts of law principles of such State.

(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]

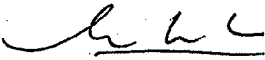
IN WITNESS WHEREOF, this Agreement has been executed on the date first above written.

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

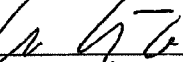


Signature
N. VAN IJ

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**

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