

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM549414

<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>
Rive Technology, Inc.		06/14/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	W. R. Grace & Co.-Conn.		
<b>Street Address:</b>	7500 Grace Drive		
<b>Internal Address:</b>	Attn. Trademark Department		
<b>City:</b>	Columbia		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21044		
<b>Entity Type:</b>	Corporation: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4225907	RIVE	
<b>Registration Number:</b>	5884033	RIVE TECHNOLOGY	
<b>Serial Number:</b>	85038618	RIVECAT	
<b>Serial Number:</b>	86134019	RIVECAT	
<b>Registration Number:</b>	4350679	MOLECULAR HIGHWAY	
<b>Registration Number:</b>	5884229	MOLECULAR HIGHWAY	
<b>Registration Number:</b>	5884035	BREAKTHROUGH CATALYTIC PERFORMANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4105314195		
<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>	(410) 531-4511		
<b>Email:</b>	columbia.trademarks@grace.com		
<b>Correspondent Name:</b>	W. R. Grace & Co.-Conn.		
<b>Address Line 1:</b>	7500 Grace Drive		
<b>Address Line 2:</b>	Attn: Trademark Department		
<b>Address Line 4:</b>	Columbia, MARYLAND 21044		
<b>NAME OF SUBMITTER:</b>	Beverly J. Artale		
<b>SIGNATURE:</b>	/Beverly J. Artale/		

CH \$190.00 4225907

<b>DATE SIGNED:</b>	11/14/2019
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**Total Attachments: 6**

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into by and between RIVE TECHNOLOGY, INC., a Delaware corporation ("Assignor"), and W. R. GRACE & CO.-CONN., a Connecticut corporation ("Assignee") (collectively "the Parties").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement (the "APA");

WHEREAS, Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the APA;

WHEREAS, Assignor is the owner of trademarks and/or service mark registrations and applications set forth in attached Appendix A (hereinafter "Trademarks");

WHEREAS, pursuant to the APA, Assignor assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks; and

WHEREAS, the Parties wish to facilitate recordal of Assignee's interest in the Trademarks throughout the world.

NOW THEREFORE, in accordance with the APA, the parties agree as follows:

1. Effective upon the Effective Date, Assignor hereby assigns to Assignee, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by and associated with said Trademarks and all common law rights therein, all applications, registrations, extensions, and renewals in connection therewith, and any and all other rights to existing or future registrations and applications for any of the foregoing and all other proprietary rights in, or relating to, any of the foregoing throughout the world, including remedies against and rights to sue for past infringements, and rights to damages, royalties and profits due or accrued in or relating to any of the foregoing; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made.

2. Assignor hereby consents that a copy of this Trademark Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any country for any purpose regarding the subject matter hereof. This Trademark Assignment may be submitted to the U.S. Patent and Trademark Office, or any similar offices throughout the world, or to any other person, as evidence of Assignee's ownership.

3. Assignor hereby agrees, without further consideration, to promptly execute and deliver following the Closing Date such other instruments of transfer or assignment and to take such other action as Assignee or its counsel may reasonably request in order to put Assignee in possession of, and to vest in Assignee, good, valid and unencumbered title to the Trademarks in accordance with this Trademark Assignment and otherwise to consummate the Acquisition. To the extent that Trademarks are held by or reside in any Affiliate of Assignor, Assignor shall cause each such Affiliate to transfer such Trademarks to Assignee. If, after the Closing Date, in order to properly operate the Business or prepare documents, reports, or other filings required to be filed with any Governmental Authority or in connection with Assignee's financial statements, Assignee deems it necessary, appropriate, or advisable to obtain additional information within the possession of Assignor or its Affiliates relating to the Trademarks, then Assignor promptly will furnish (or cause its Representatives or Affiliates to promptly furnish) such information to Assignee. Assignor shall maintain and make available the information and records specified in this Section 5 for a period of three (3) years after the Closing Date.

4. This Trademark Assignment, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Trademark Assignment, or the negotiation, execution or performance of this Trademark Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Trademark Assignment or as an inducement to enter into this Trademark Assignment), shall be governed by, and construed and enforced in accordance with, the laws of the state of Delaware other than conflict of laws principles thereof directing the application of any law other than that of Delaware. Courts within the state of Delaware will have exclusive jurisdiction over all disputes between the Parties arising out of or relating to this Trademark Assignment and the agreements, instruments and documents contemplated hereby. The Parties knowingly and willing consent to and agree to submit to the exclusive jurisdiction of such courts, to the exclusion of any other courts.

5. In the event of any conflict between this Trademark Assignment and the APA, the APA will control. Nothing in this Trademark Assignment should be deemed to amend or modify in any way any of the terms and conditions of the APA or any rights or obligations of the parties thereto.

IN WITNESS WHEREOF, the undersigned, being an authorized representative of the Assignor, has executed this Trademark Assignment on June 14, 2019.

RIVE TECHNOLOGY, INC.

By: David Aldous  
Name: David C. Aldous  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned, being an authorized representative of the Assignee, has accepted this Trademark Assignment on behalf of Assignee on June \_\_\_\_\_, 2019.

W. R. GRACE & CO.-CONN.

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


IN WITNESS WHEREOF, the undersigned, being an authorized representative of the Assignor, has executed this Trademark Assignment on \_\_\_\_\_, 2019.

RIVE TECHNOLOGY, INC.

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

IN WITNESS WHEREOF, the undersigned, being an authorized representative of the Assignee, has accepted this Trademark Assignment on behalf of Assignee on June 14, 2019.

W. R. GRACE & CO.-CONN.

By:   
Name: Jeremy F. Katon  
Title: Vl, Lead Dev

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6/13/19

## Appendix A

### Registered Trademarks:

Mark	Country	Registration No.	Registration Date
RIVE	US	4225907	Oct. 16, 2012
MOLECULAR HIGHWAY	US	4350679	June 11, 2013
RIVE	AU	999969	Apr. 16, 2009
RIVE	CA	TMA885904	Sep. 16, 2014
RIVE	CN	999969	Apr. 16, 2009
RIVE	European Comm.	999969	Apr. 16, 2009
RIVE	Int'l Registration - Madrid Agreement / Protocol	999969	Apr. 16, 2009
RIVE	JP	999969	Apr. 16, 2009
RIVE	KR	999969	Apr. 16, 2009
RIVE	RU	999969	Apr. 16, 2009
RIVE	SG	999969	Apr. 16, 2009

## Appendix A (continued)

Trademark Applications:

Mark	Country	Application No.	Filing Date	Goods/Services
MOLECULAR HIGHWAY	US	88/367677	Apr. 2, 2019	Class 1: Catalysts for chemical and biochemical processes; catalysts for petroleum refining.
RIVE TECHNOLOGY	US	88/363436	Mar. 29, 2019	Class 1: "Zeolite, namely, a family of hydrous aluminum silicate minerals, for use in catalysis and separating mixtures of molecules through adsorption processes."
RIVE TECHNOLOGY	US	88/363436	Mar. 29, 2019	Class 40: "Treatment of materials for others, namely, providing chemical processing of catalysts, adsorbents and other porous materials to enhance the pore structure of such materials."
BREAKTHROUGH CATALYTIC PERFORMANCE	US	88/363457	Mar. 29, 2019	Class 1: "Zeolite, namely, a family of hydrous aluminum silicate minerals, for use in catalysis and separating mixtures of molecules through adsorption processes."
BREAKTHROUGH CATALYTIC PERFORMANCE	US	88/363457	Mar. 29, 2019	Class 40: "Treatment of materials for others, namely, providing chemical processing of catalysts, adsorbents and other porous materials to enhance the pore structure of such materials."