

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM620313

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Partial Trademark Assignment Agreement (Assignment of 50% Undivided Interest to Create Joint Ownership)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Japan Polypropylene Corporation		12/07/2020	Corporation: JAPAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Japan Polyethylene Corporation		
<b>Street Address:</b>	1-1, Marunouchi 1-Chome, Chiyoda-Ku		
<b>City:</b>	Tokyo		
<b>State/Country:</b>	JAPAN		
<b>Postal Code:</b>	100-8251		
<b>Entity Type:</b>	Corporation: JAPAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0909848	NOVATEC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7034132220		
<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>	7034133000		
<b>Email:</b>	tmdocket@oblon.com		
<b>Correspondent Name:</b>	Brian B. Darville		
<b>Address Line 1:</b>	Oblon, McClelland, Maier & Neustadt, LLP		
<b>Address Line 2:</b>	1940 Duke Street		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22314		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Oblon, McClelland, Maier & Neustadt, LLP		
<b>Address Line 1:</b>	1940 Duke Street		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22314		
<b>NAME OF SUBMITTER:</b>	Brian B. Darville		
<b>SIGNATURE:</b>	/Brian B. Darville/		
<b>DATE SIGNED:</b>	01/14/2021		

OP \$40.00 0909848

**Total Attachments: 2**

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**PARTIAL TRADEMARK ASSIGNMENT AGREEMENT**  
**(Assignment of 50% Undivided Interest to Create Joint Ownership)**

This Partial Trademark Assignment Agreement ("Agreement") is agreed to and entered into effective as of November 1, 2020 ("Effective Date"), by and between:

**Japan Polypropylene Corporation**, a corporation organized and existing under the laws of Japan having an address at 14-1, Shiba 4-Chome, Minato-Ku, Tokyo, Japan ("**Assignor**"); and

**Japan Polyethylene Corporation**, a corporation organized and existing under the laws of Japan, having its legal address at 1-1, Marunouchi 1-Chome, Chiyoda-Ku, Tokyo, Japan ("**Assignee**").

WHEREAS, **Assignor** represents and warrants that it owns all rights, title and interest in and to the trademark NOVATEC, U.S. Reg. 909848, all common law rights in the NOVATEC mark and the associated goodwill of the business associated with the NOVATEC mark (hereinafter collectively the "Trademark");

Assignor wishes to assign an undivided fifty percent (50 %) interest in its rights, title and interest in and to the Trademark, including the associated goodwill, to Assignee, so that Assignor and Assignee will each own a 50% undivided interest in the Trademark and thereby jointly own the Trademark;

NOW THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Agreement:** Assignor hereby sells, assigns, and transfers in perpetuity, an undivided 50% interest in its rights (whether now known or hereinafter invented), title, and interest, in the United States, to the Trademark, including but not limited to: (a) the Trademark and the goodwill of the business associated with the Trademark and any registrations and applications relating thereto and any renewals and extensions thereof; (b) all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Trademark; (d) all causes of action, either in law or in equity for past, present, or future infringement based on the Trademark; and (e) all rights corresponding to the foregoing throughout the world. During the legal term of the Trademark and while the trademark remains in use, Assignor and Assignee shall have the jointly-owned sole and exclusive rights to produce, publish, copy, and use, the Trademark.
2. **ASSIGNOR'S REPRESENTATIONS:** Assignor represents and warrants that: (a) it is the sole owner of the Trademark; (b) it solely owns all rights, title and interest in and to the Trademark; (c) it has the power to enter into this Agreement; (d) it has not previously assigned, encumbered, transferred or pledged its rights, title and interest in and to the Trademark to any other person or entity; and (e) the rights transferred in this Agreement are free of lien, encumbrance or adverse claim.

3. **CONTINUING OBLIGATIONS:** Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure or perfect for Assignee or its designee the rights herein assigned.
4. **BINDING EFFECT:** The covenants and conditions contained in this Agreement shall apply to and bind Assignor and Assignee and their respective heirs, legal representatives, successors and permitted assigns.
5. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of Japan, excluding its choice of law provisions.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement as of the date indicated below.

**ASSIGNOR:**

**Japan Polypropylene Corporation**

By: 

Eiju Zembayashi

Title: President and Chief Executive Officer

Date: 7 December, 2020

**ASSIGNEE:**

**Japan Polyethylene Corporation**

By: 

Kiyotaka Yamada

Title: President and Chief Executive Officer

Date: 10 December, 2020