

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Porocel Industries, LLC		08/19/2021	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Evonik Operations GmbH		
Street Address:	Rellinghauser Str. 1-11		
City:	Essen		
State/Country:	GERMANY		
Postal Code:	45128		
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85923540	CATGUARD	
Serial Number:	86369897	CHROMATOCEL	
Serial Number:	86550050	DRYOCEL	
Serial Number:	86550048	ECLIPSE	
Serial Number:	88346847	TEKUCEL	
Serial Number:	88935725	DYNOCEL	
Serial Number:	88935712	PUROCEL	
Serial Number:	88943980	DUROCEL	
CORRESPONDENCE DATA			
Fax Number:	2022634312		
<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>			
Phone:	2029732612		
Email:	swoldow@sgrlaw.com		
Correspondent Name:	Scott D. Woldow		
Address Line 1:	1055 Thomas Jefferson Street, NW		
Address Line 2:	Suite 400		
Address Line 4:	Washington, D.C. 20007		
DOMESTIC REPRESENTATIVE			

OP \$215.00 85923540

Name:	Scott D. Woldow
Address Line 1:	1055 Thomas Jefferson Street, NW
Address Line 2:	Suite 400
Address Line 4:	Washington, D.C. 20007
NAME OF SUBMITTER:	Anca M. Marcu, Associate Attorney at SGR
SIGNATURE:	/Anca Marcu/
DATE SIGNED:	01/03/2022
Total Attachments: 6 source=Porocel-Evonik - Trademark_Assignment_Agreement#page1.tif source=Porocel-Evonik - Trademark_Assignment_Agreement#page2.tif source=Porocel-Evonik - Trademark_Assignment_Agreement#page3.tif source=Porocel-Evonik - Trademark_Assignment_Agreement#page4.tif source=Porocel-Evonik - Trademark_Assignment_Agreement#page5.tif source=Porocel-Evonik - Trademark_Assignment_Agreement#page6.tif	

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is entered into by and between

Porocel Industries, LLC
1 Landy Lane
Cincinnati, OH 45215
USA

("Seller" or "Assignor"),

and

Evonik Operations GmbH
Rellinghauser Str. 1-11
45128 Essen
Germany

("Buyer" or "Assignee")

RECITALS

WHEREAS, Buyer and Seller are parties to that certain IP Purchase Agreement, dated as of June 30, 2021 (the "IPPA") pursuant to which Seller has agreed to sell, assign and transfer to Buyer, and has sold, assigned and transferred, and Buyer has agreed to purchase and assume from Seller, and has accepted the assignment and transfer of, certain Intellectual Property and similar rights,

WHEREAS, among these Intellectual Property and similar rights are the Trademarks identified in Appendix A hereto (the "Assigned Trademarks").

WHEREAS, Buyer has compensated Seller for the sale, assignment and transfer of the Assigned Trademarks under the provisions of the IPPA and no additional compensation shall be required under this Trademark Assignment Agreement,

WHEREAS, this Agreement is among the necessary or useful instruments pursuant Section 2.3 of the IPPA; and

WHEREAS, the Parties wish to confirm the sale, assignment and transfer of the Assigned Trademarks and if and to the extent not already effected under the IPPA, effect the sale, assignment and transfer of all remaining rights on the Assigned Trademarks of Seller to Buyer, if any.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the IPPA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

1. **Assignment** Seller (Assignor) and Buyer (Assignee) confirm the sale, assignment and transfer of, and Seller does hereby sell, assign and transfer to Buyer (Assignee), and Buyer hereby accepts, all of Seller's right, title and interest in and to the Assigned Trademarks, together

with the goodwill of the Seller with the use of, and symbolized by, the Assigned Trademarks, including, without limiting the generality of the foregoing, (i) all rights of any kind whatsoever of Seller accruing under the Assigned Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, (ii) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Assigned Trademarks and (iii) any and all claims and causes of action, with respect to the Assigned Trademarks, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, in each case as fully and entirely as the same would have been held by Seller had this assignment and sale not been made.

2. Registration; Change of Recordal; Declaration of Transfer Seller hereby authorizes and requests, as applicable, the European Union Intellectual Property Office, the German Patent and Trademark Office, the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities in the various affected jurisdictions to record Buyer as the owner of the Assigned Trademarks and to issue to Buyer, in lieu of Seller, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Assigned Trademarks. It is Buyer's responsibility to apply for a change of recordal in the registers. Seller shall not unreasonably withhold, or delay, signing of any document necessary to effect the change of recordal. If Seller does not approve of a document prepared by Buyer, Seller will cooperate with Buyer to create a document acceptable to both Parties. Buyer is in particular entitled to use the Declaration of Transfer as well as copies of it in order to effect a change of recordal in the intellectual property registers.

3. Further Assurances Subject to Section 4, Seller and Buyer shall execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Agreement and to evidence and effectuate the transactions contemplated herein. Buyer shall prepare and provide to Seller all assignments and other instruments of transfer reasonably required to transfer to Buyer the Assigned Trademarks. Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto. If Buyer or its successor or assignee is unable, for any reason, to obtain a signature of Seller on a document necessary to perfect the transfer or assignment of the Assigned Trademarks, Seller hereby irrevocably appoints Buyer as its agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of Seller to execute, verify, and file any such documents with the same legal force and effect as if executed by Seller.

4. General Provisions Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the IPPA. This Agreement, Appendix A hereto and the IPPA constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter.

Notwithstanding any other provision of this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the IPPA, the provisions of the IPPA shall control (unless this Agreement expressly provides otherwise). This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

5. **Governing Law; Jurisdiction and Venue.** This Agreement and all matters arising out of or relating to this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise), shall be interpreted, construed and governed by and in accordance with Section 6 of the IPPA.

6. **Signatories; Counterparts.** This Agreement may be executed in at least twelve counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. This Agreement shall be executed by a representative and/or multiple authorized signatories of the Buyer and Seller, respectively. The Parties shall provide for notarization of the signatures of each signatory. Immediately upon execution of the Agreement, the Parties shall provide each other with copies of the executed Agreement. Seller shall provide Buyer with at least ten signed and notarized counterparts of this Agreement in due course.

Porocel Industries, LLC

Executed in The Woodlands, TX, USA on August 19th, 2021

By: 


Terence McHugh
Head of BL Catalysts Region Americas – Head of PL HPC & AdCats

Evonik Operations GmbH

Executed in Marl, Germany on 16. November 2021

By: 

Dr. Arne Lang
Authorized Officer


Dr. Kersten Dittmar
Authorized Officer

APPENDIX A: Assigned Trademarks

TRADEMARK

REEL: 007547 FRAME: 0985

RECORDED: 01/03/2022