# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM738923

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sasol Wax GmbH		02/21/2022	Limited Liability Company: GERMANY

### **RECEIVING PARTY DATA**

Name:	Sasol Germany GmbH	
Street Address:	Anckelmannsplatz 1	
City:	Hamburg	
State/Country:	GERMANY	
Postal Code:	20537	
Entity Type:	Limited Liability Company: GERMANY	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2399083	SASOBIT

# CORRESPONDENCE DATA

Fax Number: 8325488085

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.

Phone: 8325488080

bushmanwerner@gmail.com Email:

**Correspondent Name:** Erin J. Werner Address Line 1: PO Box 70648

Address Line 4: Houston, TEXAS 77270

NAME OF SUBMITTER:	Erin J. Werner		
SIGNATURE:	/Erin J. Werner/		
DATE SIGNED:	07/05/2022		

#### **Total Attachments: 5**

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> TRADEMARK REEL: 007770 FRAME: 0835

# **Trade Mark Assignment**

# by and between:

#### Sasol Wax GmbH.

a company incorporated under the laws of Germany, whose registered office is at Worthdamm 13-27 20457 Hamburg, Germany

hereinafter "Assignor";

and

#### Sasol Germany GmbH.

a company incorporated under the laws of Germany, whose registered office is at Anckelmannsplatz 1, 20537 Hamburg, Germany

hereinafter "Assignee"; hereinafter together "Parties".

### PREAMBLE:

- (A) Sasol Wax International GmbH is the sole shareholder of Sasol Wax GmbH. Sasol Wax International GmbH and Awax S.p.A. have entered into a Share Purchase Agreement in terms of which Sasol Wax International GmbH has sold and transferred its shares in Sasol Wax GmbH to Awax S.p.A., and Awax S.p.A. has acquired said shares from Sasol Wax International GmbH.
- (B) The entirety of the Fischer-Tropsch hard wax business was carved out of Sasol Wax GmbH in accordance with a separate Demerger Agreement, and said Fischer-Tropsch hard wax business has been transferred to Sasol Germany GmbH. Accordingly, all rights in and to the intellectual property associated with the carved-out business are to be assigned from Sasol Wax GmbH to Sasol Germany GmbH.
- (C) The Assignor is the sole owner of registered trade marks and/or is the applicant of trade mark applications:

**DECORNEL** 

FTS (word / picture mark)

FTS 100% PARAFFIN WAX PREMIUM QUALITY

SASOBIT (also in Cyrillic characters / Chinese transliteration)

**SERATION** 

**TECTAVO** 

TITANEL

as further specified in attached *Schedule* (hereinafter referred as "Trade Mark Rights"). The Assignor wishes to assign said Trade Mark Rights to Assignee wherever and to the extent such Trade Mark Rights exist.

(D) The Assignee wishes to acquire such Trade Mark Rights worldwide in order to become the exclusive owner of the entire right, title and interest to the Trade Mark Rights and to be recorded as the sole trade mark owner in the relevant registers.

In consideration of the above mutual interests above recited, the Parties agree as follows:

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#### 1. ASSIGNMENT

- 1.1 In consideration of the sum of EUR 1 (one Euro) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee all rights and duties, title and interest in and to the Trade Mark Rights together with any common law rights and all the goodwill of the business associated therewith and including without limitation, the right to claim priority under the Paris Convention therefrom.
- 1.2 The Trade Mark Rights to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors and assigns forever, at common law and/or to the end of the term or terms for which registration of the said Trade Mark Rights may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor had the assignment set forth herein not been made; together with all causes of action and the proceeds thereof in favour of Assignor heretofore accrued or hereafter accruing by reason of past infringement, dilution, misappropriation or other violation of the Trade Mark Rights, with the right to sue and collect damages for its own use and benefit, and for the use and on behalf of its successors or assigns.

# 2. FURTHER ASSURANCE

- 2.1 Assignor shall further hand over to Assignee all documentation concerning the application, registration, validity, enforcement, use, renewal and ownership of the Trade Mark Rights, including the respective registration documents as originals or duplicate electronic forms (where originals are not available), and any rights thereto within sixty (60) days of the Effective Date.
- 2.2 Assignor shall, upon request and at the expense of Assignee, but without further consideration, do, execute, acknowledge, deliver and file, or shall cause to be done, executed, acknowledged, delivered and filed, all such further acts, deeds, transfers, conveyances, assignments or assurances as may be reasonably requested by Assignee to transfer, convey and assign to Assignee possession and use of the Trademarks to comply with all applicable legal requirements to effect such transfers, conveyances, assignments and recordals.

# ACCEPTANCE AND RECORDAL

The Assignee accepts the assignment and will request recordal of the new ownership in the relevant registers. The Assignor agrees that the Assignee is recorded in the registers of the relevant offices as sole owner. The costs associated with the recordal of any assignment shall be for the account of the Assignee.

#### 4. EFFECTIVE DATE

The Agreement becomes effective on 28th February 2022 (Effective Date), irrespective of the date of signature hereof by the Parties.

# 5. GOVERNING LAW & JURISDICTION

The construction, validity and performance of this Agreement and all obligations arising from or connected with this Agreement shall be governed by, and interpreted in accordance with German law, and the parties hereto submit to the exclusive jurisdiction of the German courts for the purpose of enforcing any claim arising under or in relation to this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives:

Signed for and on behalf of Sa		
Signature:	Moundmann	······································
Name:	Dr. Jens Straatmann	
Signing Authority(ies)/Title(s):	Managing Director	
Place:	Hamburg	
Date:	21 February 2022	
		A
Signed for and on behalf of Sa	sol Wax GmbH:	1100
Signature(s):	or C. Sliele	wa MM
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Name(s):	Catharina Schneider	Marcus Niebur
Signing Authority(ies)/Title(s):	Principal Specialist Legal	Senior Manager HR Germany
Place(s):	Hamburg	
<b>-</b>		
Date(s):	21 February 2022	

# Schedule: List of Trade Marks

Trade mark name	Country	Nice Class	Application Number	Application	Registration
DECODAIE		3		Date	Number
DECORNEL	CN		25884279	16.08.2017	25884279
DECORNEL	CN	3	35612743	28.12.2018	35612743
DECORNEL	CN	3	40274525	12.08.2019	40274525
DECORNEL	EU	1,3,4,5	013594841	19.12.2014	013594841
DECORNEL	GB	1,3,4,5	UK00913594841	19.12.2014	UK00913594841
DECORNEL	WO	1,3,4,5	1267321	28.05.2015	1267321
FTS (word/picture mark)	EU	4	013847173	18.03.2015	013847173
FTS (word/picture			0.0011110	10.00.2010	0.0047170
mark)	US	4	86733175	21.08.2015	4913748
FTS 100% PARAFFIN WAX PREMIUM					
QUALITY	GB	4	UK00913847173	18.03.2015	UK00913847173
SASOBIT	CA	1	0896760	17.11.1998	TMA544131
SASOBIT	DE	1	398302901	29.05.1998	39830290
SASOBIT	EU	1	000983023	11.11.1998	000983023
SASOBIT	GB	1	UK00900983023	11.11.1998	UK00900983023
SASOBIT	IN	1	1774449	15.01.2009	1774449
SASOBIT	us	1	75586603	10.11.1998	2399083
SASOBIT	wo	1	981428	22.09.2008	981428
SASOBIT	ZA	1	1999/09811	03.06.1999	1999/09811
Sasobit (in Cyrillic					
characters)	UA	1	232282	15.09.2016	232282
沙蚕烙棉	CN	19	19523826	5.04.2016	19523826
SASOBIT	CN	19	19523825	5.04.2016	19523825
SERATION	CN	4	30808243	10.05.2018	30808243
SERATION	CN	5	30808242	10.05.2018	30808242
SERATION	EU	1,4,5	017893738	27.04.2018	017893738
SERATION	GB	1,4,5	UK00917893738	27.04.2018	UK00917893738
SERATION	WO	1,4,5	1453360	23.10.2018	1453360
TECTAVO	CL	1,4,19	1357757	27.05.2020	1333592
TECTAVO	DE	1,4,17,19	302020101658.8	06.02.2020	302020101658
TECTAVO	wo	1,4,19	1566432	28.10.2020	1566432
TECTAVO	ZA	1	2020/31657	17.11.2020	
TECTAVO	ZA	4	2020/31658	17.11.2020	
TECTAVO	ZA	17	2020/31659	17.11.2020	
TECTAVO	ZA	19	2020/31660	17.11.2020	,
TITANEL	EU	1,3,4,5	016664732	02.05.2017	016664732
TITANEL	GB	1,3,4,5	UK00916664732	02.05.2017	UK00916664732

# Register of Deeds No. 370/2022 HL

# **NOTARIAL CERTIFICATION**

Herewith I,

the Hamburg Notary
Dr. Arne Helms
with official residence in Hamburg,
Notare am Alstertor, Alstertor 14, 20095 Hamburg/Germany,

certify the foregoing signatures, subscribed in my presence, of

 Mr. Dr. Jens Straatmann, born on 30 March 1965, address: Anckelmannsplatz 1, 20537 Hamburg/Germany, personally known to me,

acting according to his declaration in his capacity as managing director (Geschäftsführer) with sole power of representation on behalf of

# Sasol Germany GmbH

having its registered seat in Hamburg/Germany, address: Anckelmannsplatz 1, 20537 Hamburg/Germany registered with the Commercial Register (*Handelsregister*) of the County Court (*Amtsgericht*) of Hamburg under HRB 78475,

- Ms. Claudia Catharina Schneider, born on 11 October 1976, address: Anckelmannsplatz 1, 20537 Hamburg/Germany, personally known to me,
- 3. Mr. Marcus Niebur, born on 5 July 1978, address: Worthdamm 13-27, 20457 Hamburg/Germany, proof of identification: German identity card,

Ms. Schneider and Mr. Niebur acting according to their declaration in their capacity as holders of a general commercial power of representation (*Prokuristen*) authorized to represent the company jointly on behalf of

Saso Wax GmbH

having its seistered seat in Hamburg/Germany, address: Worthown 13-27, 20457 Hamburg/Germany registered with the Conservational Register (Handelsregister) of the County Court (Amtsgericht) of Hamburg under HRB 73.

Furthermore I, the Notary, herewith certify resuant to Section 21 para. 1 no. 1 of the German Regulation regarding Notaries (BNotO) the aforesaid powers of representation on the basis of today's inspection of the electronic Commercial Registers mentaged above.

Hamburg, 21 February 2022

Dr. Arne Helms, Notary whose commission never expires

TRADEMARK
REEL: 007770 FRAME: 0840

**RECORDED: 07/05/2022**