

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM826845

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Confirmatory Trademark Assignment		
<b>RESUBMIT DOCUMENT ID:</b>	900779707		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Avient Corporation		11/01/2022	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Formerra, LLC		
<b>Street Address:</b>	1252 Windham Parkway		
<b>City:</b>	Romeoville		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60446		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97317744	VERITYPLUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172359493		
<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>	212-596-9287		
<b>Email:</b>	nicole.mollica@ropesgray.com		
<b>Correspondent Name:</b>	Nicole Mollica, Ropes & Gray LLP		
<b>Address Line 1:</b>	1211 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	118634-0004		
<b>NAME OF SUBMITTER:</b>	Nicole Mollica		
<b>SIGNATURE:</b>	/nicole mollica/		
<b>DATE SIGNED:</b>	07/25/2023		
<b>Total Attachments: 6</b>			
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## CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment Agreement (“**Agreement**”), dated and effective as of November 1, 2022, is made by and between Avient Corporation, an Ohio corporation (“**Assignor**”) and Formerra, LLC (fka Hilo Group Buyer, LLC) a Delaware limited liability company (“**Assignee**”) (each a “**Party**,” and, collectively, the “**Parties**”).

## RECITALS

A. Pursuant to that certain Asset Purchase Agreement, dated as of August 11, 2022, as may be amended (the “**Purchase Agreement**”), by and between Assignor and Assignee, among other things, Assignor agreed to sell, convey, assign, transfer and deliver the Purchased Assets to Assignee, and Assignee agreed to become the successor to the portion of Assignor’s business to which any U.S. trademark applications filed on the basis of an “intent-to-use” relate.

B. In connection with the consummation of the transactions contemplated by the Purchase Agreement, the Parties entered into a Trademark Assignment Agreement (the “**Assignment Agreement**”), dated as of November 1, 2022, pursuant to which Assignor effected the assignment of certain Trademarks on the terms, and subject to the conditions, set forth in the Purchase Agreement.

C. The Assignment Agreement inadvertently did not explicitly state that, pursuant to the transactions contemplated by the Purchase Agreement, the Trademarks were being assigned from Assignor to Assignee together with the portion of Assignor’s business to which the Trademarks pertain.

D. In order to effect the ownership of Trademarks as described above and to facilitate recordation and registration of Assignee’s rights in all of the Transferred Trademarks, the parties have agreed to enter into this Assignment to supplement the provisions of the Assignment Agreement.

E. Capitalized terms used in this Agreement and not otherwise defined in this Agreement have the meanings ascribed thereto in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, the representations, warranties, covenants, and agreements contained herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1.1 *Nunc pro tunc* effective as of the Effective Date, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor’s right, title and interest in and to the Trademarks set forth on Schedule 1 hereto (the “**Transferred Trademarks**”), including (a) any and all goodwill associated therewith, (b) any common law rights to such Transferred Trademarks, (c) all rights therein provided by international treaties or conventions, (d) all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover damages for past, present and future infringement or other violation thereof or conflict therewith, and (e) all registrations and applications for registration thereof, if any, together with that portion of Assignor’s business in connection with which it has a *bona fide* intent to use the Trademarks.

Section 1.2 Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office or any other official of any applicable governmental authority anywhere in the world to record Assignee as owner of the Transferred Trademarks and to issue any and all registrations, including renewals thereof, to and in the name of Assignee.

Section 1.3 The Parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions contemplated by this Agreement.

Section 1.4 No Party may assign this Agreement (by operation of Law or otherwise) without the prior written consent of the other Party. Any attempted assignment in violation of this Section 1.4 shall be void. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the Parties and their permitted successors and assigns.

Section 1.5 All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the Schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Any Action seeking to enforce any provision of, or based on any right arising out of, this Agreement or the transactions contemplated hereby may be brought against any of the Parties only in the courts of the State of Ohio or of the United States of America for the District of Ohio, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such Action and waives any objection to venue laid therein.

Section 1.6 No provision of this Agreement, including any Schedule hereto, may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by the Parties.

Section 1.7 This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or .pdf shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 1.8 This Agreement is being executed solely to give effect to the transactions contemplated by the Purchase Agreement and therefore is subject to the terms of the Purchase Agreement. Nothing in this Agreement, express or implied, is intended to, or will be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

Section 1.9 All notices, requests, permissions, waivers and other communications hereunder will be in writing and will be deemed to have been duly given (a) when sent, if sent by email (provided, that such notice shall be sent concurrently via overnight courier service, return receipt requested), (b) when delivered, if delivered personally to the intended recipient, and (c) one Business Day following sending by overnight delivery via an international courier service, return receipt requested and, in each case, addressed to a Party at the following address for such Party (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 1.9):

If to Assignor:

Avient Corporation  
33587 Walker Rd  
Avon Lake, Ohio 44012  
Attention: Lisa Kunkle and Joel Rathbun  
Email: lisa.kunkle@Avient.com  
joel.rathbun@Avient.com

with a copy to:

Jones Day  
250 Vesey Street  
New York, New York 10281  
Attention: Benjamin Stulberg  
Email: blstulberg@jonesday.com

If to Assignee:

H.I.G. Middle Market, LLC  
1271 Avenue of the Americas, 23rd Floor  
New York, NY 10020  
Attention: Robert Jang  
Email: rjang@higcapital.com

with a copy to:

Ropes & Gray LLP  
1211 Avenue of the Americas  
New York, New York 10036  
Attention: Carl Marcellino  
Email: carl.marcellino@ropesgray.com

Section 1.10 Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable Laws, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.


Section 1.11 Assignor hereby covenants that, effective as the date hereof, it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignee and Assignor have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the date first above written.

**ASSIGNOR:**

**AVIENT CORPORATION**

By:   
Name: Michael Sambrook AF  
Title: Assistant Secretary

*[Signature Page to Confirmatory Trademark Assignment Agreement]*

**ASSIGNEE:**

FORMERRA, LLC (FKA HILO GROUP BUYER, LLC)

By: *Brian Zakarin*  
Name: Brian Zakarin  
Title: Treasurer

[Signature Page to Confirmatory Trademark Assignment Agreement]

## Schedule 1

Transferred Trademarks

Trademark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Class	Description	Owner
VerityPlus	United States of America	97317744	2022/03/17			Pending	01	Unprocessed polymer resins used in the manufacture of plastic articles.	Avient Corporation
VERTITY	United States of America	86083527	2013/10/04	4672730	2015/01/13	Registered	01	Unprocessed polymer resins used in the manufacture of plastic articles.	Avient Corporation
VerityPlus	International Register	97317744	2022/03/17	1672191	2022/06/13	Registered	01	Unprocessed polymer resins used in the manufacture of plastic articles.	Avient Corporation
VerityPlus	International Register - Canada	97317744	2022/03/17			Pending	01	Unprocessed polymer resins used in the manufacture of plastic articles.	Avient Corporation
VerityPlus	International Register - EUIPO	97317744	2022/03/17			Pending	01	Unprocessed polymer resins used in the manufacture of plastic articles.	Avient Corporation
VerityPlus	International Register - United Kingdom	97317744	2022/03/17			Pending	01	Unprocessed polymer resins used in the manufacture of plastic articles.	Avient Corporation
VerityPlus	International Register - Israel	97317744	2022/03/17			Pending	01	Unprocessed polymer resins used in the manufacture of plastic articles.	Avient Corporation
VerityPlus	International Register - Mexico	97317744	2022/03/17	1672191	2022/06/13	Pending	01	Unprocessed polymer resins used in the manufacture of plastic articles.	Avient Corporation