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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI123016

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY ASSIGNMENT CONFIRMATION AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Celanese Sales Germany GmbH		12/04/2023	GmbH: GERMANY	

RECEIVING PARTY DATA

Company Name:	Nutrinova Germany GmbH		
Street Address:	Am Unisys-Park 1		
City:	Sulzbach im Taunus		
State/Country:	GERMANY		
Postal Code:	65843		
Entity Type:	GmbH: GERMANY		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark			
Serial Number:	75441722	NUTRINOVA			
Serial Number:	74571002	SUNETT			
Serial Number:	98116887	NUTRINOVA			

CORRESPONDENCE DATA

Fax Number:

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: 2128487272

Email: Austin.Grossfeld@shearman.com,roque.rodriguez@shearman.com

Correspondent Name: Austin Grossfeld
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	01409-8
NAME OF SUBMITTER:	Roque Rodriguez
SIGNATURE:	Roque Rodriguez
DATE SIGNED:	03/27/2024

Total Attachments: 6

TRADEMARK REEL: 008381 FRAME: 0600

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TRADEMARK REEL: 008381 FRAME: 0601

INTELLECTUAL PROPERTY ASSIGNMENT CONFIRMATION AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT CONFIRMATION AGREEMENT (this "<u>Agreement</u>"), dated as of December 4, 2023, is entered into by and between Celanese Sales Germany GmbH, with its registered office located at Am Unisys-Park 1, 65843 Sulzbach im Taunus, Hessen Germany ("<u>Assignor</u>"), and Nutrinova Germany GmbH, with its registered office located at Am Unisys-Park 1, 65843 Sulzbach im Taunus, Hessen Germany ("<u>Assignee</u>") (each a "<u>Party</u>" and collectively, the "<u>Parties</u>").

WHEREAS, pursuant to the terms and subject to the conditions set forth in the Spin-Off Plan, dated and executed November 11, 2022 by Assignor (the "Spin-Off Plan"), and in accordance with the assignment provisions set forth in Sections 2.3 and 2.12 of the Spin-Off Plan, with a tax effective date as of the end of the day on September 30, 2022 (the "Effective Time"), Assignor assigned, conveyed and transferred to Assignee all of the intellectual property set forth on Schedule A (the "Transferred IP"); and

WHEREAS, the Parties now wish to confirm the assignment, conveyance and transfer of the Transferred IP from Assignor to Assignee as of the Effective Time under the Spin-Off Plan, which for the avoidance of doubt was completed under, and in accordance with, the Spin-Off Plan, for purposes of recording Assignee's right, title and interest in and to the applications and registrations included in the Transferred IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to confirm the assignment, conveyance and transfer that was completed under the Spin-Off Plan, the Parties, intending to be legally bound, hereby agree as follows:

- 1. <u>Confirmation of Transfer of Transferred IP</u>. Effective as of the Effective Time, Assignor hereby confirms the assignment, conveyance and transfer to Assignee of all of Assignor's right, title and interest in and to the Transferred IP and any and all goodwill of the business symbolized by the trademarks therein under Sections 2.3 and 2.12 of the Spin-Off Plan, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.
- 2. <u>No Claims</u>. Neither Assignor nor any of its Affiliates, nor its or their respective directors, officers, employees, agents and advisors (together, "<u>Representatives</u>") (a) makes any representation or warranty in this Agreement, express or implied, at law or in equity, in respect of the Transferred IP; or (b) will have, or be subject to, any liability or indemnification obligation to Assignee, any of its Representatives or any other entity or person resulting from this Agreement. To the extent the terms and provisions of this Agreement conflict with the Purchase Agreement or the Spin-Off Plan, the terms and provisions of the Purchase Agreement or the Spin-Off Plan, as applicable, shall control. Each Party shall cause its respective Representatives to comply with this Section 2.

TRADEMARK REEL: 008381 FRAME: 0602

- 3. <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, except to the extent that applicable local law mandatorily applies to the transfer of title of the Transferred IP hereunder.
- 4. <u>Counterparts</u>. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different Parties in separate 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

CELANESE SALES GERMANY GMBH

Name:

Title: Dorothee Harre

Prexy Holder

Sr. Director Sales EMEA

By: _

Name: // Nichael Willims

itle: Proxy Halde

NUTRINOVA GERMANY GMBH

Name:

Title:

Frank Goergen

Head of Quality &

Food Safety Management

Proxy Holdes

Schedule A

Trademarks

Mark Name	Country	Status	Application	Filed Date	Registratio	Registration
	-		Number		n Number	Date
NUTRINOVA	United	Registered	75-441722	02-27-1998	2494624	10-02-2001
	States of					
	America					
SUNETT	United	Registered	74-571002	09-08-1994	1924952	10-10-1995
	States of					
	America					
NUTRINOVA	United	Pending	98116887	08-04-2023		
(Logo)	States of					
	America					

Patents

Title	Status	Country	Application	Filed	Patent	Grant Date	Expiry Date
			Number	Date	No.		
Method to	Granted	United	13/640328	04-13-	8658830	02-25-2014	04-13-2031
Recover Organic		States of		2011			
Tertiary Amines		America					
from Waste							
Sulfuric Acid							
Method for the	Granted	United	13/640330	04-13-	8496905	07-30-2013	04-13-2031
Manufacture of		States of		2011			
an Ammonium		America					
Sulfate							
Composition							
Process for	Granted	United	13/901735	05-24-	9024016	05-05-2015	05-24-2033
producing		States of		2013			
acesulfame		America					
potassium							
Process for	Granted	United	15/431665	02-13-	RE48464	03-16-2021	02-13-2037
producing		States of		2017			
acesulfame		America					
potassium							
Process For	Applicati	United	17/194645	03-08-			
Producing	on	States of		2021			
Acesulfame		America					
Potassium							

TRADEMARK REEL: 008381 FRAME: 0606

Title	Status	Country	Application	Filed	Patent	Grant Date	Expiry Date
			Number	Date	No.		
Taste-masking	Granted	United	13/630384	09-28-	9138011	09-22-2015	03-07-2033
compositions,		States of		2012			
sweetener		America					
compositions and							
consumable							
product							
compositions							
containing the							
same							