

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI134937

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900836957		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
E.I. DU PONT DE NEMOURS AND COMPANY		12/30/2013	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Stoner, Inc.		
<b>Street Address:</b>	1070 Robert Fulton Highway		
<b>City:</b>	Quarryville		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17566		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2730076	TRASYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026725399		
<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>	202-672-5300		
<b>Email:</b>	IPDocketing@foley.com		
<b>Correspondent Name:</b>	Norm J. Rich		
<b>Address Line 1:</b>	3000 K Street, N.W.		
<b>Address Line 2:</b>	Sixth Floor		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20007		
<b>ATTORNEY DOCKET NUMBER:</b>	026132-0159		
<b>NAME OF SUBMITTER:</b>	MARIA FRY		
<b>SIGNATURE:</b>	MARIA FRY		
<b>DATE SIGNED:</b>	04/01/2024		
<b>Total Attachments: 10</b>			
source=Resubmission#page1.tif			
source=Resubmission#page2.tif			

source=Resubmission#page3.tif  
source=Resubmission#page4.tif  
source=Resubmission#page5.tif  
source=Resubmission#page6.tif  
source=Resubmission#page7.tif  
source=Resubmission#page8.tif  
source=Resubmission#page9.tif  
source=Resubmission#page10.tif

**TRASYS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT**

This Agreement ("Agreement") is entered into with effective date as of the 30<sup>th</sup> day of December, 2013, by and between:

E. I. DU PONT DE NEMOURS AND COMPANY, a corporation incorporated under the laws of the State of Delaware ("DUPONT");

Stoner, Inc., a corporation incorporated under the laws of the State of Pennsylvania ("ASSIGNEE"); and

Du Pont de Nemours (Deutschland) GmbH, a corporation organized under the laws of Germany ("ASSIGNOR"). Assignor is executing this Agreement for the limited purposes set forth herein with respect to the Trasys.eu domain name.

**WITNESSETH THAT:**

WHEREAS DUPONT wishes to assign to ASSIGNEE the trademarks pertaining to the TRASYS® trademark registrations and application numbers listed on Exhibit A attached hereto from the effective date of this Agreement (hereinafter together referred to as the "Trademarks");

WHEREAS DUPONT and ASSIGNOR wish to assign to ASSIGNEE the domain names pertaining to the TRASYS® trademark as listed under Exhibit B attached herein from the effective date of this Agreement (hereinafter together referred to as the "Domain Names").

NOW THEREFORE, the parties agree as follows:

**ARTICLE 1. TRADEMARKS AND DOMAIN NAMES ASSIGNMENT**

(a) DUPONT and ASSIGNOR hereby unconditionally, irrevocably and absolutely assign, transfer and convey to ASSIGNEE as of the effective date, and ASSIGNEE hereby accepts from DUPONT and ASSIGNOR, all of DUPONT's and ASSIGNOR's respective right, title and interest in and to the Trademarks, the trademark registrations and trademark applications listed in Schedule A, the Domain Names listed in Schedule B, together with all rights and powers arising or accrued therefrom in any and all jurisdictions, including, without limitation, all common law rights with respect thereto, all rights therein provided by international conventions and treaties, any renewals that may be granted thereto, all causes of action and the right to sue for damages and other remedies in respect of past, present or future infringement thereof, and the goodwill of the business in which the Trademarks and Domain Names are used, attached to and/or symbolized thereby. Such assignment, transfer and conveyance is absolute, unconditional, irrevocable and non-cancelable and shall not be affected by any breach or default by ASSIGNEE of any term, condition or provision of this Agreement or by any termination of this Agreement.

(b) DUPONT and ASSIGNOR shall execute all documents and take all other actions necessary to record and perfect the assignment to ASSIGNEE of DUPONT and ASSIGNOR's

**EXHIBIT 1(II)**  
**EXECUTION VERSION**

right, title and interest in connection with the Trademarks and Domain Names, as applicable at ASSIGNEE's sole expense. ASSIGNEE shall be responsible for preparing, legalizing and recording all assignment documents and shall use its best efforts to file such assignment documents in each applicable trademark office within 12 (twelve) months after the effective date of this Agreement. Such documents and actions may include, but may not be limited to: powers of attorney, letters of instruction to the agents to inform them of this assignment and acknowledgments thereof from the agents.

(c) DUPONT shall (1) provide ASSIGNEE with the transfer authorization codes for each Domain Name, with a list of the registrar's name and DUPONT's and ASSIGNOR's account information and passwords for each Domain Name, (2) unlock the Domain Names to comply with any and all procedures and requirements of the domain name registrar(s) for the transfer of each of the Domain Names to ASSIGNEE, (3) replace the domain name registrar's contacts and transfer control over the domain name server to ASSIGNEE, (4) assist in the provision of all other authorization codes and passwords, as shall be necessary to transfer full and exclusive control and access to the domain name registrar's account(s), with respect to the Domain Names to ASSIGNEE or its designees, and (5) remove DUPONT and ASSIGNOR from any authorization to access said account(s) upon the successful completion of the actions described in clauses (1) through (4) of this sentence.

(d) ASSIGNEE shall be responsible in replacing contact and ownership information in the Domain Name registrar and use their own servers for the formality of assignment of the Domain Name in their name. All out-of-pocket expenses associated with preparing, effectuating and recording assignments, including all fees, excises, duties or taxes, legalization and notarization costs, shall be borne by ASSIGNEE.

(e) DUPONT and ASSIGNOR, as applicable, shall be responsible for all costs and expenses incurred in connection with the prosecution, renewal and maintenance of the Trademarks and Domain Names on or prior to the Effective Date. After the Effective Date, ASSIGNEE shall be responsible for renewing and maintaining all the Trademarks and Domain Names at its expense.

(f) DUPONT shall cause its Affiliates to comply with all the terms, conditions, covenants and obligations of DUPONT under this Agreement.

(g) The provisions of this Article 1 shall survive any breach or termination of this Agreement.

**ARTICLE 2. TRANSITIONAL PERIOD AND TRANSFER OF FILES**

(a) DUPONT will have a transitional period of 3 (three) months from the date of execution of this Agreement, in which to transfer the files to ASSIGNEE. These Trademark files will include the certified copies of the Application file or registration certificate and docket report of actions due.

(b) DUPONT will transfer physical possession of the files relating to the Trademarks to ASSIGNEE at the location requested by ASSIGNEE and at the expense of ASSIGNEE. Prior to

**EXHIBIT 1(H)**  
**EXECUTION VERSION**

the physical transfer of the files, DUPONT will, to the extent feasible, provide information relating to the Trademark in the manner requested by ASSIGNEE for the purposes of docketing maintenance fees, annuities, office actions, etc.

(c) Any action that needs to be taken or fees paid after the execution date of this Agreement and during the transitional period to avoid lapse of the Trademark will be done by DUPONT on behalf of ASSIGNEE until DUPONT delivers physical possession of the files to ASSIGNEE or ASSIGNEE requests that DUPONT not take certain actions or not pay certain fees, but all annuity fees and all fees for actions taken after the execution date, timely paid by DUPONT on behalf of ASSIGNEE after the execution date, shall be billed to ASSIGNEE. For the avoidance of doubt, DuPont shall file the renewal with respect to the trademark in India (Registration Number 1264565), the fees and costs for which shall be billed to ASSIGNEE in accordance with the immediately preceding sentence. Notwithstanding the foregoing, ASSIGNEE will not be liable for DUPONT's internal, legal, or administrative costs, and will not be liable for costs associated with any of DUPONT's trademarks which have not been assigned to ASSIGNEE, including without limitation those listed on Exhibit B. DUPONT will inform ASSIGNEE in writing of all such actions or fees associated with the prosecution and maintenance of the Trademarks.

**ARTICLE 3. CONSIDERATION**

Full and sufficient consideration for the Trademarks and Domain Names has been paid by ASSIGNEE and is hereby acknowledged by DUPONT and ASSIGNOR. ASSIGNEE will record the Assignment Agreement before all the respective Patent and Trademark Office as listed in Attachment "A" herein at ASSIGNEE's expense.

**ARTICLE 4. EXISTING LICENSE AGREEMENTS**

DUPONT represents and warrants that there are no existing trademark license agreements entered with third parties over the Trademarks worldwide.

**ARTICLE 5. ENTIRE AGREEMENT**

This Agreement, together with any other agreement entered into by DUPONT and ASSIGNEE on the date hereof, constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and no modification or amendment hereof shall be valid or binding upon the parties hereto unless made in writing and duly executed on behalf of each of the parties hereto.

**ARTICLE 6. APPLICABLE LAW**

This Agreement shall be governed by the substantive laws of the State of Delaware, without regard to its conflicts of laws principles, and, except as otherwise provided herein, the State and Federal courts in the City of Wilmington, Delaware shall have exclusive jurisdiction over any proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement or the Contemplated Transactions. The parties hereto do hereby irrevocably (i)

**EXHIBIT 1(H)**  
**EXECUTION VERSION**

submit themselves to the personal jurisdiction of such courts, (ii) agree to service of such courts' process upon them with respect to any such proceeding, (iii) waive any objection to venue laid therein and (iv) consent to service of process by registered mail, return receipt requested in accordance with and at its address set forth respectively.

**ARTICLE 7. INVALIDITY**

If any provision or provisions of this Agreement shall to any extent be invalid or unenforceable, the remainder shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The invalidity or unenforceability of a provision of this Agreement shall not cause the invalidity of the whole Agreement. The parties will replace any provision found invalid or unenforceable by alternative valid regulations which should be as similar as possible in its conditions.

**ARTICLE 8. BINDING EFFECT**

The present Agreement shall also be binding on any Affiliate, subsidiary or successors of the parties hereto. For purposes of this Agreement, the term "Affiliate" shall mean, with respect to any Person (a) any other Person directly or indirectly controlling, controlled by or under common control with such first Person, (b) any officer, director, general partner, member or trustee of such Person or (c) any Person who is an officer, director, general partner, member or trustee of any Person described in clause (a) or (b) of this sentence. For purposes of this definition, the terms "control," "controlling," "controlled by" or "under common control with" shall mean the possession, direct or indirect, of the power to control the management of a Person, whether through the ownership of voting securities, by contract or otherwise, and the term "Person" shall mean any individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union or other entity or governmental body or agency.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date entered on the first page.

E. I. DU PONT DE NEMOURS AND COMPANY

BY: John W. Moriarty

JOHN W. MORIARTY  
(typed or printed name)

Title: BUSINESS DIRECTOR

DU PONT DE NEMOURS (DEUTSCHLAND) GMBH

By: \_\_\_\_\_

\_\_\_\_\_  
(typed or printed name)

Title: \_\_\_\_\_

STONER, INC.

By: \_\_\_\_\_

\_\_\_\_\_  
(typed or printed name)

Title: \_\_\_\_\_

[Signature Page to Trademark and Domain Name Assignment]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date entered on the first page.

E. I. DU PONT DE NEMOURS AND COMPANY

BY: \_\_\_\_\_

\_\_\_\_\_  
(typed or printed name)

Title: \_\_\_\_\_

DU PONT DE NEMOURS (DEUTSCHLAND) GMBH

By: Patricia M. Scott

Patricia M. Scott  
(typed or printed name)

Title: Attorney-in-Fact

STONER, INC.

By: \_\_\_\_\_

\_\_\_\_\_  
(typed or printed name)

Title: \_\_\_\_\_

[Signature Page to Trademark and Domain Name Assignment]



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date entered on the first page.

E. I. DU PONT DE NEMOURS AND COMPANY

BY: \_\_\_\_\_

\_\_\_\_\_  
(typed or printed name)

Title: \_\_\_\_\_

DU PONT DE NEMOURS (DUITSCHLAND) GMBH

By: \_\_\_\_\_

\_\_\_\_\_  
(typed or printed name)

Title: \_\_\_\_\_

STONER, INC.

By: Robert L. Eckler, Jr.

Robert L. Eckler, Jr.  
(typed or printed name)

Title: President

[Signature Page to Trademark and Domain Name Assignment]

EXHIBIT A  
TRADEMARKS

<i>Trademark</i>	<i>Country</i>	<i>Registration Number</i>	<i>Registration</i>	<i>Next Renewal Due</i>
TRASYS	Brazil	824528492	24 Apr 2007	24 Apr 2017
TRASYS	China	3909526	14 Sep 2006	13 Sep 2016
TRASYS	European Union	002221950	17 May 2001	31 May 2021
TRASYS	India	1264565	03 Feb 2004	03 Feb 2014
TRASYS	Japan	4972308	21 Jul 2006	21 Jul 2016
TRASYS	South Korea / Republic of Korea	618199	16 May 2005	16 May 2015
TRASYS	Taiwan	1141919	01 Mar 2005	28 Feb 2015
TRASYS	United States of America	2730076	24 Jun 2003	24 Jun 2023