

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI160046

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PPG INDUSTRIES OHIO, INC.		07/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	H.P. POLYMERS, LTD.		
Street Address:	32 Kerr Crescent		
City:	Puslinch		
State/Country:	CANADA		
Postal Code:	N0B 2J0		
Entity Type:	Limited Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87502320	POLYSTAR	
CORRESPONDENCE DATA			
Fax Number:	8663817456		
<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:	(303)592-3128		
Email:	genevieve.reed@bartlitbeck.com		
Correspondent Name:	Ms. Genevieve Reed		
Address Line 1:	1801 Wewatta Street		
Address Line 2:	Suite 1200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	1417.007		
NAME OF SUBMITTER:	Genevieve Reed		
SIGNATURE:	Genevieve Reed		
DATE SIGNED:	04/11/2024		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into this August 4, 2020, but effective as of the July 31, 2020 ("Effective Date"), by and between:

PPG INDUSTRIES OHIO, INC., a corporation of the State of Delaware, U.S.A.
 ("Assignor")

And

H.P. POLYMERS, LTD., a New Brunswick corporation ("Assignee").

Assignor and Assignee are referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Pursuant to a Share Purchase Agreement of even date herewith, 2754248 Ontario Inc. is purchasing all of the issued and outstanding shares of Assignee from Whitford Worldwide Company, LLC ("Whitford");

WHEREAS, Whitford is an affiliate of Assignor;

WHEREAS, Assignor is the owner of any and all right, title and interest in, arising out of, or associated with trademarks set forth on the attached Exhibit A, including without limitation rights granted under the Lanham Act or any and all common law rights, pending applications or granted registrations in and to the trademarks (the "Trademarks"), together with the goodwill of the business connected with the use of as well as symbolized by the trademarks; and

WHEREAS, Assignee wishes to acquire and Assignor wishes to convey to Assignee all rights, title and interest to the Trademarks pursuant to the terms and conditions set forth herein.

In consideration of the mutual promises and covenants contained in this Agreement and the Share Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business connected with the use of as well as symbolized by the Trademarks. Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the rights included in the Trademarks, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements.
2. Ownership. Assignee shall be considered the owner of all right, title and interest in and to the Trademarks as of the Effective Date of this Agreement. Assignor will, at the sole cost and expense of Assignee, cooperate and assist Assignee and take any and all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Trademarks, the vesting of complete and exclusive ownership of the Trademarks in Assignee, including the

execution and delivery of all instruments and documents that may be reasonably necessary or desirable in order to assist, maintain, license or enforce the Trademarks.


3. Power of Attorney. If at any time Assignee is unable, for any reason, to secure Assignor's signature on any trademark assignments or other documents or filings required to effectuate the transfer of the Trademarks or the vesting of complete and exclusive ownership of the Trademarks in Assignee, whether because of Assignor's unwillingness, or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute (with the same legal force and effect as if executed by Assignor) and file any and all such applications and other documents, solely to the extent necessary to effectuate such transfer or vesting.
4. Binding on Successors. This Agreement will inure to the benefit of, and be binding upon, the Parties, together with their respective representatives, successors, and assigns, except that Assignor may not assign this Agreement without the consent of Assignee. Assignee may assign this Agreement in its discretion.
5. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the Province of Ontario, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction). ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY ONLY BE INSTITUTED IN THE COURTS LOCATED IN THE CITY OF TORONTO, ONTARIO AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING.
6. Amendment and Waiver. This Agreement may not be amended or modified unless mutually agreed upon in writing by the Parties and no waiver will be effective unless signed by the Party from whom such waiver is sought. The waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.
7. Severability. If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.
8. Entire Agreement. This Agreement is the entire agreement of the Parties concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the Parties.

[Signed on Next Page]

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

PPG INDUSTRIES OHIO, INC.

H.P. POLYMERS, LTD.

By: 
Name: GARY M. HUGHES
Title: PRESIDENT, PPG OHIO, INC
31st JULY, 2020

By: _____
Name: _____
Title: _____

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

PPG INDUSTRIES OHIO, INC.

H.P. POLYMERS, LTD.

By: _____
Name: _____
Title: _____

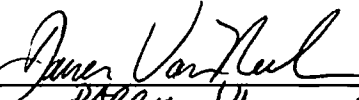
By: 
Name: James VanHulst
Title: Director

EXHIBIT A

Trademarks

Jurisdiction	Mark	App. Number	App. Date	Reg. No.
European Union	POLYSTAR	016943417	July 4, 2017	016943417
United States	POLYSTAR	87502320	June 23, 2017	5581757