PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3495025

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ISP INVESTMENTS INC.	07/01/2015

RECEIVING PARTY DATA

Name:	TROY TECHNOLOGY II, INC.
Street Address:	8 VREELAND ROAD
City:	FLORHAM PARK
State/Country:	NEW JERSEY
Postal Code:	07932

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11100655

CORRESPONDENCE DATA

Fax Number: (973)360-1923

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: 973-443-4200

Email: troycorp@cpaglobal.com

Correspondent Name: ROBERT A. YESUKEVICH

Address Line 1: 8 VREELAND ROAD

Address Line 2: TROY CORP LEGAL DEPARTMENT
Address Line 4: FLORHAM PARK, NEW JERSEY 07932

ATTORNEY DOCKET NUMBER:	T-2893(US)
NAME OF SUBMITTER:	GINA BORRI
SIGNATURE:	/Gina Borri/
DATE SIGNED:	08/24/2015

Total Attachments: 14

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EXECUTION VERSION

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "<u>Patent Assignment</u>") is made and entered into this 1st day of July, 2015 (the "<u>Effective Date</u>") by and between ISP Investments Inc. ("<u>Assignor</u>"), on one hand, and Troy Technology II, Inc., a Delaware corporation ("<u>Assignee</u>"), on the other hand.

AGREEMENT

WHEREAS, Ashland Inc., Ashland Industries Europe GmbH and Troy Corporation ("<u>Buyer</u>") are parties to that certain Asset Purchase Agreement, dated as of May 15, 2015 (the "<u>Purchase Agreement</u>") pursuant to which Assignor has agreed to convey, transfer and assign to Buyer or its designated Affiliate, among other assets, the Assigned Patents.

NOW THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Definitions</u>. Capitalized terms used herein and not otherwise defined herein shall have the meanings accorded to them in the Purchase Agreement.
- 2. <u>Assignment</u>. Assignor hereby conveys, transfers and assigns to Assignee, a designated Affiliate of Buyer, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the patents and patent applications set forth in <u>Schedule 1</u> hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, substitutions, reexaminations and renewals thereof, as well as all patents and patent applications, including foreign patents and patent applications, that directly or indirectly claim priority to or form the basis of a priority claim for or share a common claim of priority with any of the foregoing, (the "<u>Assigned Patents</u>"), together with:
 - a. all rights of any kind whatsoever of Assignor accruing under the Assigned Patents provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including without limitation, the right to priority to the Assigned Patents;
 - b. any and all royalties, fees, income, payments and other proceeds due and payable on or after the date hereof with respect to the Assigned Patents; and
 - c. any and all claims and causes of action with respect to the Assigned Patents, including the right to sue for past, present and future infringement,

in each case as fully and entirely as the same would have been held by Assignor had this assignment not been made.

3. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register

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this Patent Assignment upon request by Assignee. Following the date hereof and pursuant to the terms of the Purchase Agreement, Assignor hereby agrees to carry out in good faith the intent and purpose of this assignment and shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, perfect title in and enforce proper protection of the Assigned Patents to Assignee.

- 4. <u>Purchase Agreement</u>. Nothing in this Patent Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the Purchase Agreement. To the extent that any provision of this Patent Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties to this Patent Assignment.
- 5. <u>Successors and Assigns</u>. This Patent Assignment shall inure to the benefit of, be binding upon and be enforceable by the parties hereto and their respective successors and permitted assigns.
- 6. Governing Law. This Patent Assignment and any and all matters, disputes, or claims between the parties arising out of, relating to or in accordance with its subject matters or formation (including any contractual disputes or claims) shall be governed by, enforced and construed in accordance with the Laws of the State of Delaware, U.S.A., without application of its principles of conflict of laws
- 7. <u>Interpretation and Construction</u>. This Agreement shall be subject to the provisions set forth in Section 1.2 of the Purchase Agreement, except to the extent that any contrary or different terms are set forth herein.
- 8. <u>Counterparts</u>. This Patent Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Patent Assignment by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Patent Assignment.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

For Assignee TROY TECHNOLOGY II, INC.

By:

Name: Ismael Colon Title: Vice President

SEAL

State of <u>NEW JEWSEY</u>)
) ss
County of MOLAIS

On this / day of / 2015, before me personally appeared to me personally known, who being duly sworn, did say that he is the // Ce / research of Troy Corporation and that he duly executed the foregoing instrument for and on behalf of Troy Corporation, being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Notary Public (signature)

Notary Public (seal)

NICOLE ISAAC NOTARY PUBLIC STATE OF NEW JERSEY NY COMMISSION SEPRES FEBRUARY 8, 2017

[Signature Page for Assignee to Patent Assignment Agreement]

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For Assignor ISP INVESTMENTS INC.

> Name: Lynn P. Freeman Title: Vice President

SEAL

State of Kentucky

County of Kenton

On this 15t day of Jvy, 2015, before me personally appeared Lynn 1. Freeman to me personally known, who being duly sworn, did say that he is the Vice President of ISP Investments Inc. and that he duly executed the foregoing instrument for and on behalf of ISP Investments Inc., being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Notary Public (seal)

ERIC DETZEL

Motory Public, Kentucky State at Large My Commission Expires Aug. 18, 2018 Notary ID# 517591

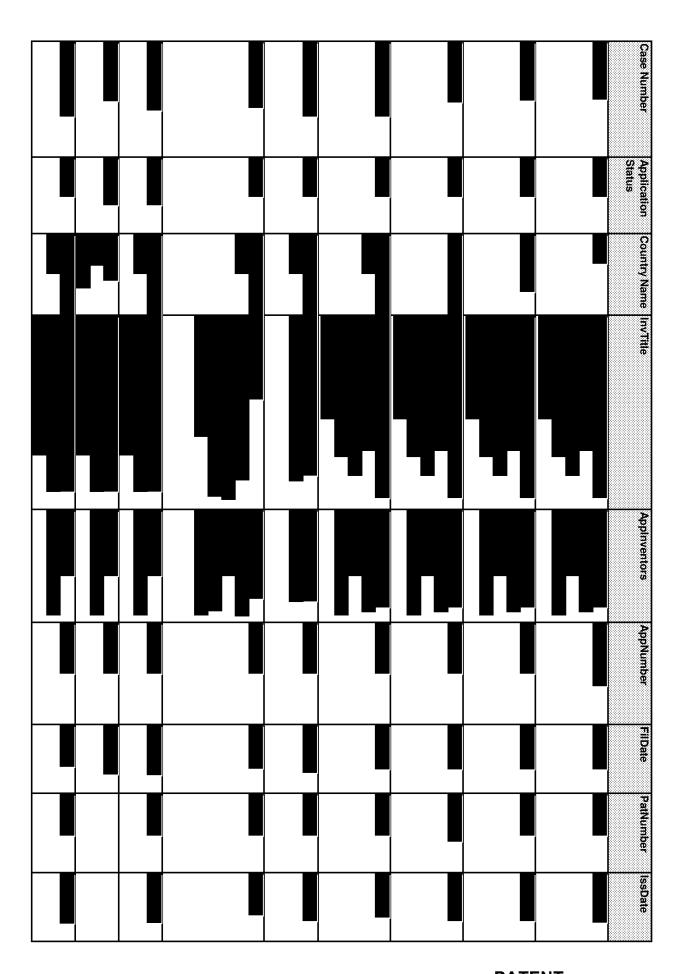
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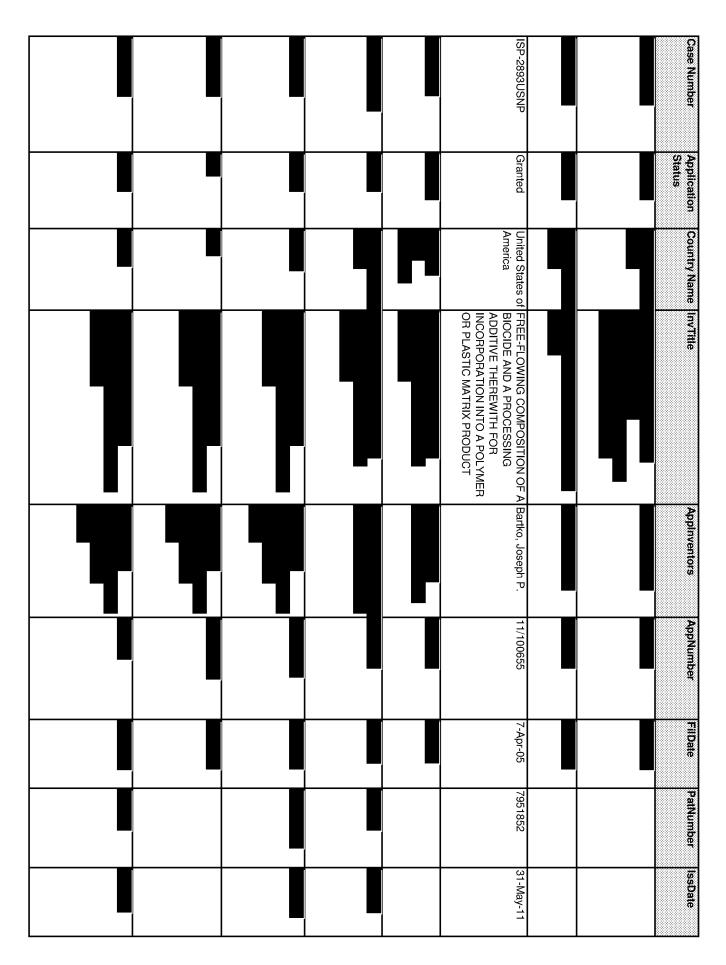
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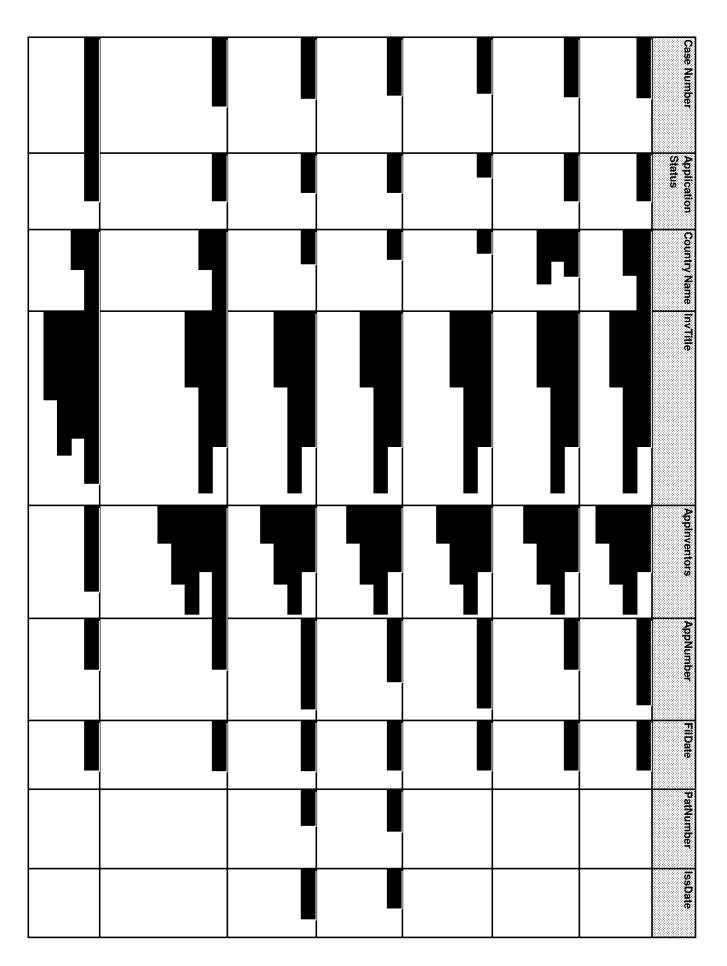
Assigned Patents

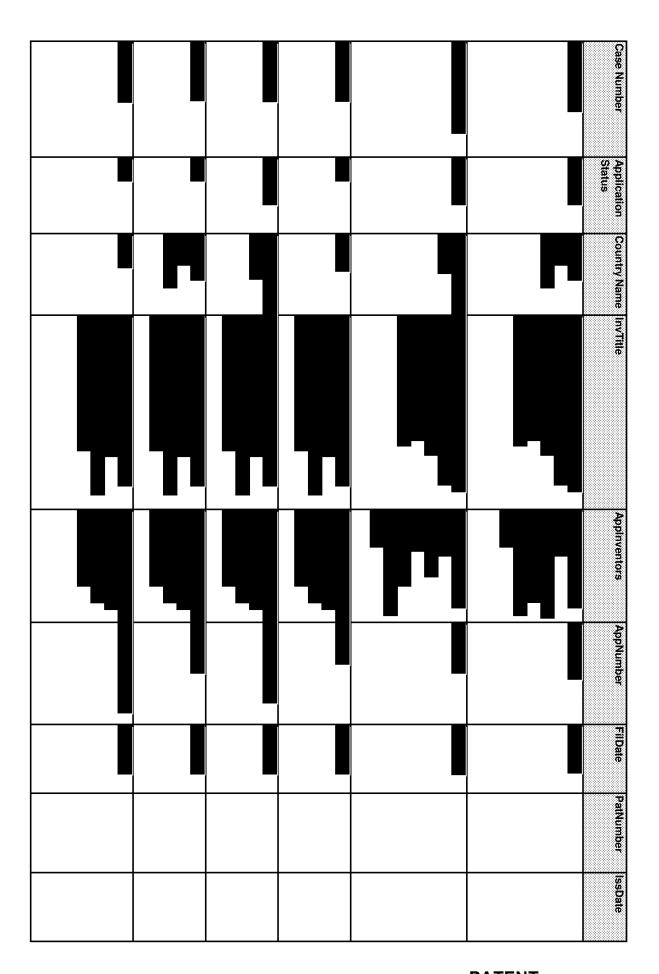
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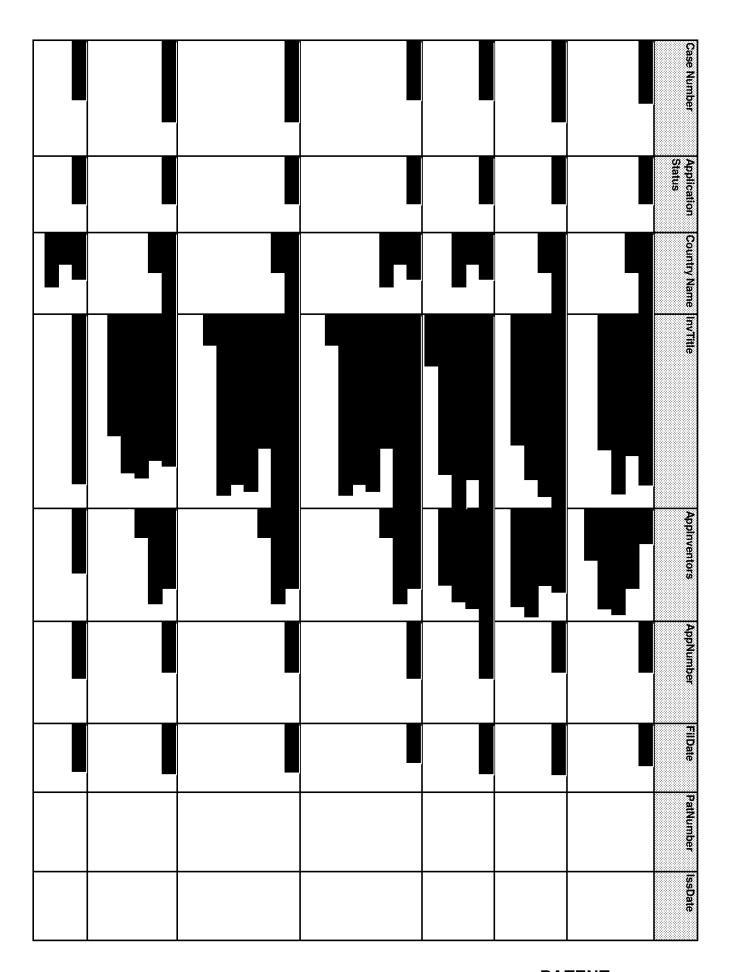
Patents

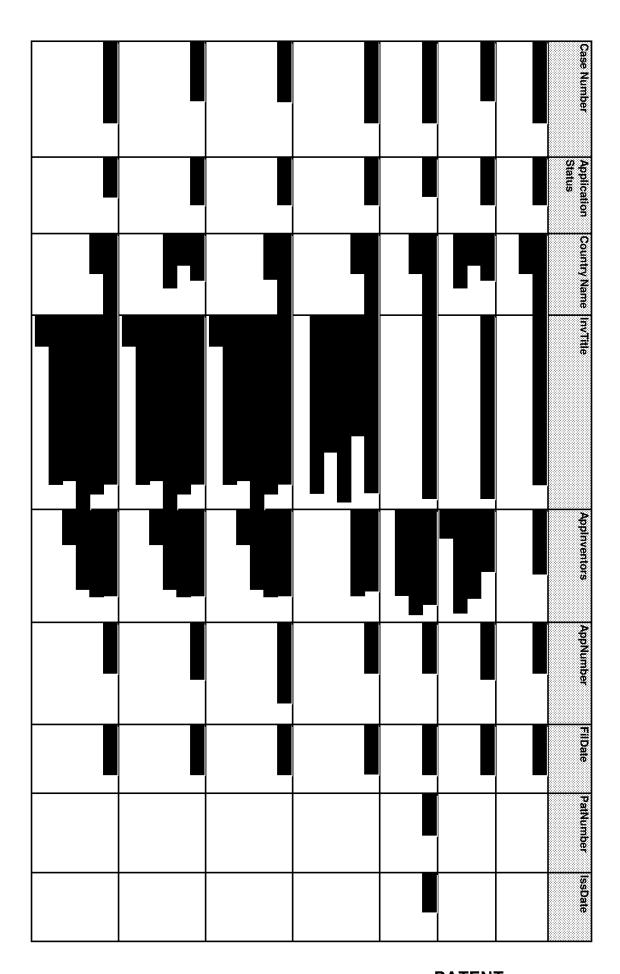


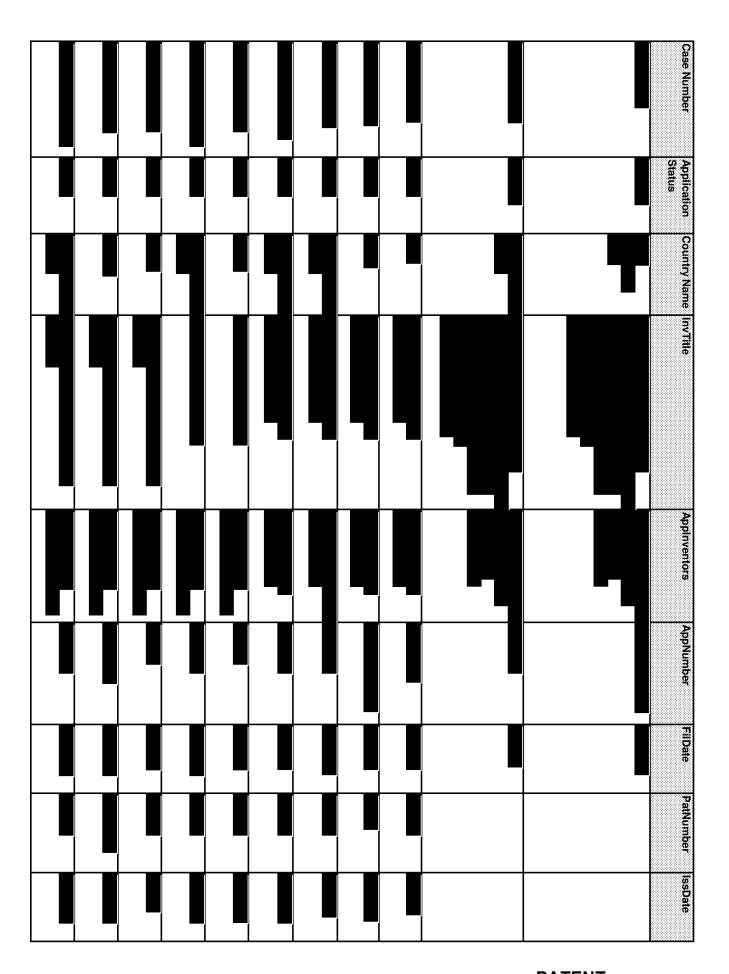












RECORDED: 08/24/2015

