

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3816625

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	EVONIK DEGUSSA GMBH	03/12/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	DEB IP LIMITED	
<b>Street Address:</b>	DENBY HALL WAY	
<b>City:</b>	DENBY, DERBYSHIRE	
<b>State/Country:</b>	UNITED KINGDOM	
<b>Postal Code:</b>	DE5 8JZ	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	29422148
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(202)621-1873	
<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>	2026211872	
<b>Email:</b>	conny.verret@strainpllc.com	
<b>Correspondent Name:</b>	STRAIN & STRAIN PLLC	
<b>Address Line 1:</b>	1455 PENNSYLVANIA AVE NW	
<b>Address Line 2:</b>	SUITE 400	
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004	
<b>ATTORNEY DOCKET NUMBER:</b>	999600-0110	
<b>NAME OF SUBMITTER:</b>	PAUL D. STRAIN	
<b>SIGNATURE:</b>	/Paul D. Strain/	
<b>DATE SIGNED:</b>	04/05/2016	
<b>Total Attachments: 14</b>		
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EVONIK DEGUSSA GMBH,

EVONIK INDUSTRIES AG

EVONIK CORPORATION

DEB LIMITED

AND

DEB IP LIMITED

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INTELLECTUAL PROPERTY TRANSFER AGREEMENT  
REGARDING THE INTELLECTUAL PROPERTY PERTAINING TO  
THE  
EVONIK SKIN CARE BUSINESS

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## INDEX OF ATTACHMENTS

No.	Contents of Attachment
Exhibit 1.2(a)	Sold Intellectual Property Rights
Exhibit 1.2(b)	Sold Technical Know How
Exhibit 1.2(c)	Sold Commercial Know-How

## INDEX OF DEFINED TERMS

Defined Term	Definition
Agreement	This Intellectual Property Transfer Agreement
Condition Precedent	as defined in no. 3 of the Preamble
Effective Date	as defined in no. 3 of the Preamble
Own Commercial Purposes	as defined in Section 2.2
Parties	The Transferors and the Transferees
Party	Each of the Transferors and the Transferees
Purchaser	Deb Holdings Limited
Seller	Evonik Degussa GmbH
Seller's Shareholder	Evonik Industries AG
Signing Date	as defined in the Preamble
Sold Intangible Assets	as defined in Section 1.2
Transferee	The Transferee 1 or the Transferee 2
Transferee 1	Deb Limited
Transferee 2	Deb IP Limited
Transferees	The Transferee 1 and the Transferee 2
Transferor	The Transferor 1, the Transferor 2 or the Transferor 3
Transferor 1	Evonik Degussa GmbH
Transferor 2	Evonik Industries AG
Transferor 3	Evonik Corporation
Transferors	The Transferor 1, the Transferor 2 and the Transferor 3

## **PREAMBLE**

**THIS AGREEMENT ("Agreement") is made on 30 May 2014 ("Signing Date")**

### **BETWEEN:**

**Evonik Degussa GmbH**, a company duly organized under the laws of Germany with registered offices at Essen, Germany, and registered with the Commercial Register of the lower court (*Amtsgericht*) at Essen under registration number HRB 20227 (the "**Seller**" and "**Transferor 1**"),

**Evonik Industries AG**, a company duly organized under the laws of Germany with registered offices at Essen and registered with the Commercial Register of the lower court (*Amtsgericht*) at Essen under registration number HRB 19474 (the "**Seller's Shareholder**" and "**Transferor 2**"),

**Evonik Corporation**, a company duly organized under the laws of the state of Alabama with registered offices at Parsippany, New Jersey, USA (the "**Transferor 3**"),

**Deb Limited**, a company duly organized under the laws of England and Wales with offices at Denby Hall Way, Denby, Derbyshire DE5 8JZ, United Kingdom (the "**Transferee 1**"),

and

**Deb IP Limited**, a company duly organized under the laws of England and Wales with offices at Denby Hall Way, Denby, Derbyshire DE5 8JZ, United Kingdom (the "**Transferee 2**").

### **WHEREAS:**

1. By virtue of an asset purchase agreement dated 19 March 2014 (role of deeds no. 93/2014-SF dated 19 March 2014 and notarial deed no. 88/2014-SF dated 16, 17, 18 and 19 March 2014 of the notary Dr. Sabine Funke, Frankfurt am Main, Germany) (the "**Purchase Agreement**"), the Seller has sold to Deb Holdings Ltd., Denby, United Kingdom, a parent company of the Transferees, (the "**Purchaser**") the assets pertaining to the Seller's Skin Care Business.

2. The Purchase Agreement provides, inter alia, that the Transferors and the Purchaser or a Designated Purchaser Subsidiary shall enter into an intellectual property transfer agreement providing for the transfer of intellectual property rights and know-how of the Seller's Skin Care Business on the Closing Date of the Purchase Agreement. The Purchaser has designated the Transferees as the Designated Purchaser Subsidiaries for the transfer of the Intellectual property rights and know-how of the Seller's Skin Care Business.
3. The Transferors wish to transfer and the Transferees wish to accept the transfer of the intellectual property rights and know-how of the Seller's Skin Care Business. The Parties wish to execute this Agreement on the date hereof (30 May 2014), however, the transfers contemplated by this Agreement (i) shall be subject to the payment of the Initial Purchase Price under the Purchase Agreement by the Purchaser to the Seller in accordance with the Purchase Agreement (the "**Condition Precedent**") and (ii) shall become legally effective upon fulfilment of the Condition Precedent (the "**Effective Date**"). The Condition Precedent shall be deemed to be fulfilled if the Seller and the Purchaser sign a Closing Memorandum in which payment by the Purchaser of the Initial Purchase Price to the Seller has been confirmed.
4. NOW, THEREFORE, the Parties agree as follows:

1. **ASSIGNMENT OF THE SOLD INTELLECTUAL PROPERTY**

- 1.1 Upon the terms and conditions of the sale set forth in the Purchase Agreement and subject to the terms and conditions set forth in this Agreement and subject to the fulfilment of the Condition Precedent, each Transferor hereby irrevocably assigns and transfers to the relevant Transferee all the respective Transferor's right, title and interest in and to, with legal effect as of the Effective Date the Sold Intangible Assets (as defined below) of such Transferor, and each Transferee hereby accepts such assignment and transfer of the Sold Intangible Assets from the Transferors, provided that (i) all trademarks, designs, commercial and technical know-how shall be transferred solely to and accepted by the Transferee 1 and (ii) all patents shall be transferred solely to and accepted by the Transferee 2. With respect to trademarks, such assignment and transfer includes all goodwill associated with the trademarks.
- 1.2 The "**Sold Intangible Assets**" shall be:
  - (a) the Sold Intellectual Property Rights as defined in the Purchase Agreement and listed in Exhibit 1.2(a);
  - (b) the Sold Technical Know-How as defined in the Purchase Agreement and listed

by headings of the respective sub-sections in Exhibit 1.2(b); and

- (c) the Sold Commercial Know-How as defined in the Purchase Agreement and listed by headings of the respective sub-sections in Exhibit 1.2(c).

1.3 Assignment and transfer of the Sold Technical Know-How and the Sold Commercial Know-How pursuant to Section 1.1 shall mean the assignment and transfer of the exclusive right – except as otherwise expressly agreed herein – to use, to license and to otherwise dispose of such know-how at the Transferee 1's sole discretion, and to enable the Transferee 1 to practice such right, and includes the obligation of the respective Transferor to make available such know-how pursuant to Section 5 of this Agreement and to keep confidential and to furtheron not use such know-how pursuant to Section 4 of this Agreement, provided that it is understood and accepted that the Transferors cannot give any warranty and will not accept any liability regarding the actual secret nature of such know-how. Without limiting the generality of the foregoing, the Transferee 1 understands that any such know-how may also be in the lawful possession of third parties, and that such third parties may have their own legal right to use such know-how.

1.4 The Sold Intangible Assets shall also comprise the domain name "stoko.com.br" currently held by Evonik Degussa Brasil Ltda., an indirect subsidiary of the Seller. Upon request by the Transferees, the Seller shall procure that Evonik Degussa Brasil Ltda. transfers such domain name to a Transferee or any Transferee's Affiliate.

## 2. **BACKLICENSES**

2.1

2.2

2.3

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2.5

**3. REGISTRATION OF THE SOLD INTELLECTUAL PROPERTY RIGHTS / COST ALLOCATION / FREE DISPOSAL**

- 3.1 As of the Effective Date and subject to the fulfilment of the Condition Precedent, the Transferees shall bear all responsibility, at the Transferees' own expense and in their own name, to promptly register or record the assignment with the relevant patent, trademark or other authorities, and to maintain and prosecute the Sold Intellectual Property Rights, and shall assume and pay, perform and discharge, when due, all and any payments, including without limitation patent or trademark fees, assignment recordation fees, payments to patent attorneys and taxes, associated therewith, as well

as all obligations and liabilities of every kind and nature, without limitation, to the extent arising out of, in connection with or related to the ownership, maintenance, prosecution, enforcement and/or use of the Sold Intellectual Property Rights after the Effective Date.

3.2 Responsibility for open invoices for services rendered by the Transferors' external legal counsel and all other outstanding payments and obligations of every kind and nature existing or due prior to the Effective Date shall be borne by the respective Transferor. The provisions in Section 2.6 (last sentence) of the Purchase Agreement shall remain unaffected.

3.3 Subject to the fulfillment of the Condition Precedent, the Transferees shall be entitled to dispose of and to use without limitation the Sold Intellectual Property Rights at their sole discretion; in the event a Transferee will assign to any third party any of the Sold Intellectual Property Rights which pertain to the backlicenses pursuant to Section 2 of this Agreement, such Transferee shall promptly notify the Transferors of such assignment, and shall assure that the assignee will be bound by such grant of such backlicenses pursuant to Section 2 of this Agreement and the obligations to notify and to assure pursuant to this Section 3.3.

#### **4. CONFIDENTIALITY REGARDING THE SOLD TECHNICAL KNOW HOW AND SOLD COMMERCIAL KNOW HOW**

4.1 From the Signing Date, the Transferors shall keep confidential any and all Sold Technical Know-How and all Sold Commercial Know-How, and shall not use the Sold Technical Know-How and Sold Commercial Know-How for itself or to the benefit of any third party except as otherwise expressly agreed herein.

4.2 The documentation and files delivered to the Transferee 1 pursuant to Section 5 of this Agreement may inadvertently contain, or may not be separable by commercially reasonable efforts from, trade secrets or other confidential information of the Transferors which do not constitute Sold Technical Know-How and/or Sold Commercial Know-How. The Transferee 1 shall keep confidential any and all such Transferors' confidential information and shall not commercially use the same for itself or to the benefit of any third party.

4.3 The restrictions provided in Sections 4.1 or 4.2 shall not apply to, or shall cease to apply to, any information for which the obligated Party can prove that such information

(a) was or becomes part of the public domain through no act or omission of the obligated Party, or

- (b) is hereafter in good faith received by the obligated Party from a third party without an obligation of confidentiality and/or restrictions as to its use still in effect, or
- (c) is hereafter independently developed by employees or contractors of the obligated Party who had not received or had available to them the confidential information protected hereunder or relevant part thereof.

Specific items of confidential information protected hereunder shall not fall within any exception merely because they are embraced by more general information falling within any exception. Likewise, any combination of specific items of the confidential information shall not fall within any exception merely because the specific items themselves fall within any exception, but only if the combination as such, and its principles of operation, fall within any exception.

## **5. TRANSFER OF FILES AND ASSISTANCE**

- 5.1 Within two (2) months from the Signing Date or as otherwise agreed by the Parties, each Transferor shall transfer to the relevant Transferee all relevant documents and files in its possession, custody or control relating to the Sold Intellectual Property Rights in a format reasonably agreeable to the relevant Transferee. Such documents shall include correct and complete copies of all applications and registrations for such Sold Intellectual Property Rights, as well as all documentation in the respective Transferor's possession necessary to enable the relevant Transferee to perfect all relevant rights. Where such documents are in the possession of external legal counsel, patent or other agents, each Transferor shall identify to the relevant Transferee such agents, and shall advise such agents to transfer to the relevant Transferee any such documents at the relevant Transferee's request.

Each Transferor may retain one (1) set of (electronic or paper) copies of such documents and files for documentation purposes, subject to the confidentiality and non-use obligations pursuant to Section 4.2 of this Agreement.

- 5.2 The Transferors shall provide or procure all assistance to the Transferees as will be reasonably necessary to facilitate the registration or recordation pursuant to Section 5.1, including the delivery of documents and the signing of legal Instruments, including without being limited to the execution of separate transfer deeds for individual jurisdictions where the relevant intellectual property right is registered or recorded. All internal costs in relation thereto shall be borne by the Transferors.

- 5.3 If not already in the possession of the Transferee 1 on the Signing Date, the Transferee 1 may request from the Transferors to receive all documentation containing the Sold Technical Know-How and Sold Commercial Know-How (e.g. written description, plans and drawings, electronic data) reasonably necessary and specifically requested to enable the Transferee 1 to make full use of the Sold Technical Know-How and Sold Commercial Know-How. If requested by the Transferee 1, each Transferor shall use reasonable commercial efforts to destroy and delete all copies thereof which are in the possession of the respective Transferor. The foregoing shall not apply to (i) such know-how where a Transferor retains a backlicense pursuant to Section 2 of this Agreement, and (ii) electronic routine IT back-up copies, provided such electronic copies are not accessible to regular users and will not be used to restore any of the Sold Technical Know-How and Sold Commercial Know-How assigned and transferred hereunder after the Signing Date.

Each Transferor may retain one (1) set of (electronic or paper) copies of such documents and files for documentation purposes, subject to the confidentiality and non-use obligations pursuant to Section 4.2 of this Agreement.


## 6. LIMITED SCOPE OF THIS AGREEMENT


- 6.1 The purpose of this Agreement is solely to implement the transfer of the intellectual property rights and know-how of the Seller's Skin Care Business as provided in the Purchase Agreement. Except as expressly provided otherwise in this Agreement, the Transferors on the one hand and the Transferees on the other hand shall have no rights and obligations against each other under or in connection with this Agreement including rights and obligations in connection with any representations, warranties, covenants and indemnities. Without limiting the generality of the foregoing, each Transferee hereby waives any claims under statutory representations and warranties (§§ 434 et seq. BGB), statutory, contractual or precontractual obligations (§§ 280 to 282, 311 BGB) or frustration of contract (§ 313 BGB) or tort (§§ 823 et seq. BGB). The provisions of this Section 6.1 shall not apply to rights and remedies for fraud or wilful misconduct (*Vorsatz*), if any. Nothing in this Agreement shall in any way limit or prejudice any of the rights and obligations of the Seller or the Purchaser under the Purchase Agreement.
- 6.2 The consideration (*Gegenleistung*) owed for the sale and transfer of the Intellectual property rights and know-how of the Seller's Skin Care Business is part of the purchase price which is owed by the Purchaser to the Seller under the Purchase Agreement and will be partly retained by the Seller and partly paid by the Seller to the Transferor 2 as provided in Section 7.4 of the Purchase Agreement.

7. MISCELLANEOUS

- 7.1 Capitalized terms not otherwise defined in this Agreement shall have the same meaning as in the Purchase Agreement.
- 7.2 This Agreement shall not alter in any way the allocation of rights, obligations, benefits, costs and risk established between the parties under the Purchase Agreement. Therefore, in case of any Inconsistencies between this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail. In case, however, that this Agreement contains any invalid or unenforceable provisions or any unintentional or unforeseen gaps, the Parties shall negotiate in good faith and shall mutually agree in writing on any necessary amendments to this Agreement which correspond as closely as possible with the original commercial intent of the Parties taking into account the provisions of the Purchase Agreement and the commercial intentions of the parties connected therewith.
- 7.3 This Agreement and any rights and obligations hereunder may not be assigned and transferred, in whole or in part, without the prior written consent of the respective other Parties.
- 7.4 Section 15 (Confidentiality), Section 18 (Costs and Expenses), Section 19 (Notices) and Section 20 (Miscellaneous) of the Purchase Agreement shall apply *mutatis mutandis*. The transfer and assignment of the patents and trademarks not applied for or issued in Germany shall be governed by the law of the country in which such patents and trademarks were applied for or have been issued.
- 7.5 The Parties hereby accede and accept the offer to accede to Section 20.3 (Arbitration) of the Purchase Agreement.

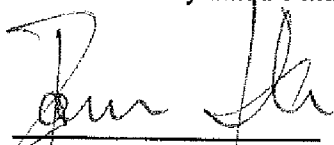
Frankfurt am Main, 30 May 2014

  
**Evonik Degussa GmbH**  
represented by Dr. Thomas Kaiser by virtue  
of the power of attorney dated 12 March  
2014

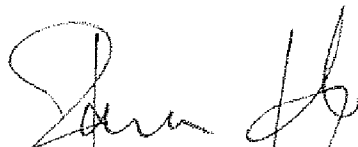
  
**Evonik Industries AG**  
represented by Dr. Thomas Kaiser by virtue  
of the power of attorney dated 9 May 2014



**Evonik Corporation**  
represented by Dr. Thomas Kaiser by virtue  
of the power of attorney dated 9 May 2014



**Deb IP Limited**  
represented by Dr. Roman Kasten by virtue  
of the power of attorney dated 20 May 2014



**Deb Limited**  
represented by Dr. Roman Kasten by virtue  
of the power of attorney dated 20 May 2014

Domain name	Suffix	Legal owner
stoko-shop.es	es	Evonik Industries AG
stoko-shop.co.uk	co.uk	Evonik Industries AG
stoko-shop.nl	nl	Evonik Industries AG
stoko.at	at	Evonik Industries AG
stoko.fr	.fr	Evonik Industries AG
stoko.com.br	com.br	Evonik Degussa Brasil LTDA.
reduran.ru	.ru	Evonik Degussa GmbH
stoko.uk.com	.uk.com	Evonik Industries AG

##### 5. DESIGNS TO BE SOLD

Internal File No.	Title	Procedure	Country	Status	Application Date	Application No.	Date of Grant	Grant No.	Next Renewal Date	Applicant
2011M00140 US	Dispenser housing		US	application	05.10.2011	29/403.362	12.02.2013	D675852		Evonik Stockhausen GmbH
2011M00140 US01	Dispenser housing		US	application	05.10.2011	29/422.148	12.02.2013	D675853		Evonik Stockhausen GmbH
2011M00140WO	Dispenser housing	WO		registered	19.04.2011	DM/076040	19.04.2011	DM/076040	19.04.2016	Evonik Degussa GmbH
2011M00140WOCH	Dispenser housing	WO	CH	application	19.04.2011	DM/076040	19.04.2011	DM/076040		Evonik Stockhausen GmbH
2011M00140WOEU	Dispenser housing	WO	EU	application	19.04.2011	DM/076040	19.04.2011	DM/076040		Evonik Stockhausen GmbH