504014999 09/21/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4061656

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
THE CHEMOURS COMPANY FC, LLC	09/15/2016

RECEIVING PARTY DATA

Name:	DOW GLOBAL TECHNOLOGIES LLC	
Street Address:	2040 DOW CENTER	
City:	MIDLAND	
State/Country:	MICHIGAN	
Postal Code:	48674	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14632265

CORRESPONDENCE DATA

Fax Number: (989)636-3237

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: 989-636-7934 kswertz@dow.com Email: **Correspondent Name: KATHY WERTZ** Address Line 1: 2040 DOW CENTER

Address Line 4: MIDLAND, MICHIGAN 48674

ATTORNEY DOCKET NUMBER:	79735-US-NP
NAME OF SUBMITTER:	KATHY WERTZ
SIGNATURE:	/Kathy Wertz/
DATE SIGNED:	09/21/2016

Total Attachments: 3

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> **PATENT** REEL: 039815 FRAME: 0327 504014999

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of September 15, 2016 (the "Effective Date"), is by and between The Chemours Company FC, LLC, a Delaware corporation ("Assignor"), and Dow Global Technologies LLC ("Assignee").

RECITALS

WHEREAS, The Chemours Company ("Seller") and The Dow Chemical Company ("Purchaser") entered into that certain Asset Purchase Agreement, dated as of November 19, 2015 (the "Purchase Agreement");

WHEREAS, pursuant to which, subject to the terms and conditions set forth in the Purchase Agreement, Seller sold, assigned, transferred and conveyed to Purchaser, and Purchaser purchased, acquired and accepted from Seller, all of Seller's right, title, and interest in and to certain patents included in the Business Intellectual Property, as set forth on Schedule A of the Purchase Agreement;

WHEREAS, subsequent to November 19, 2015, Assignor acquired the entire right, title and interest PCT International Patent Application Number PCT/US2011/058545, PCT/US2015/018337, China Patent Application Number CN102557959, US Patent Number 8,809,587, and US Patent Number 9,162,970 (the "Assigned Patents"), including all patent applications and patents issuing therefrom in all countries;

WHEREAS, Assignor and Assignee agree that the Patent Rights are related to the Business Intellectual Property;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in the Purchase Agreement and hereinafter set forth, the parties hereto agree as follows:

- 1. <u>Conveyance</u>. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, and Assignee hereby purchases, acquires and accepts, free and clear of all liens, all of Assignor's right, title and interest in and to (a) the Assigned Patents, and (b) all benefits, privileges, causes of action, and remedies relating to the Assigned Patents throughout the world, including, without limitation, all of Assignor's rights to: (i) bring actions, recover damages for past, present and future infringement or other violation thereof, and collect any royalties, license fees, or other amounts owing from third parties, (ii) grant licenses or other interests therein, and (iii) any rights of priority in the Assigned Patents.
- 2. Covenants. Assignor and Assignee covenant and agree to do, execute, acknowledge and deliver, at the request of any other party hereto, all such further acts, assurances, deeds, assignments, transfers, conveyances and other instruments and papers, including but not limited to jurisdiction specific assignment forms, as may be reasonably

PATENT REEL: 039815 FRAME: 0328 required or appropriate to carry out the sales, assignments, transfers, conveyances and assumptions contemplated by this Assignment.

- 3. Recordation. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) to record Assignee as the owner of the Assigned Patents, and to issue any and all Assigned Patents to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Patents.
- 4. <u>No Modification</u>. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignor and Assignee and their respective Affiliates under the Purchase Agreement. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement, including Section 2.13 thereof, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 5. <u>Miscellaneous</u>. This Assignment is executed by the Assignor and the Assignee and shall be binding upon such parties and their respective successors and assigns, as of the Effective Date. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. This Assignment may be executed in two (2) or more counterparts, all of which shall be considered an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one (1) or more such counterparts have been signed by each party hereto and delivered (by facsimile, e-mail, or otherwise) to the other party. Signatures to this Assignment transmitted by facsimile transmission, by electronic mail in "portable document format" from, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

The Chemours Company FC, LLC

By:

Name: Christian Siemer

Title: President, Chemical Solutions

Acknowledged and Accepted:

ASSIGNEE:

DOW GLOBAL TECHNOLOGIES LLC

By:

Name: Susan M. Zenull Title: Authorized Representative

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