

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4095670

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	IMPERIAL SUGAR COMPANY	09/08/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SES FOAM LLC	
<b>Street Address:</b>	4008 LOUETTA ROAD	
<b>Internal Address:</b>	#538	
<b>City:</b>	SPRING	
<b>State/Country:</b>	TEXAS	
<b>Postal Code:</b>	77388-4405	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Application Number:</b>	13562211
	<b>Application Number:</b>	14193156
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(404)853-8806	
<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>	(404) 853-8072	
<b>Email:</b>	david.wigley@sutherland.com	
<b>Correspondent Name:</b>	DAVID E. WIGLEY, PH.D.	
<b>Address Line 1:</b>	999 PEACHTREE STREET, N.E.	
<b>Address Line 2:</b>	SUITE 2300	
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309-3996	
<b>ATTORNEY DOCKET NUMBER:</b>	35780-0001	
<b>NAME OF SUBMITTER:</b>	DAVID E. WIGLEY	
<b>SIGNATURE:</b>	/David E. Wigley/	
<b>DATE SIGNED:</b>	10/13/2016	
<b>Total Attachments: 12</b>		
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Agreement") is made and entered into effective September 9, 2016 (the "Effective Date") by and among SES Foam LLC, a Texas limited liability company ("SES"), Imperial Sugar Company ("ISC"), Imperial-Savannah LP ("Imperial") and Ragus Holdings, Inc. ("RHI" and, together with Imperial and ISC, "Ragus").

WHEREAS, the parties (other than ISC) entered into that certain Joint Development Agreement as of February 1, 2012, as amended (the "JDA");

WHEREAS, pursuant to the terms of the JDA, the parties jointly own certain intellectual property, including those patent applications set forth on Exhibit A attached hereto (the "Assigned Patent Applications");

WHEREAS, SES desires to sell its housing spray foam business (the "Sale Transaction");

WHEREAS, to accommodate the Sale Transaction, SES desires Ragus to assign to SES its entire right, title and interest in and to the Assigned Patent Applications pursuant to the terms of this Agreement, as well as Ragus's rights, if any, with respect to certain know-how and intellectual property developed or otherwise held by Ragus pursuant to the terms of the JDA prior to the Effective Date, and SES desires to accept such assignment; and

WHEREAS, Ragus is willing to make such assignment to SES so long as the purchaser, as part of the Sale Transaction, agrees to enter into an exclusive supply agreement with Ragus, or an affiliate of Ragus, pursuant to which such purchaser agrees to purchase its requirements of sugar products.

NOW, THEREFORE, in consideration of the premises set forth above (which are specifically incorporated herein by this reference), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. JDA. Capitalized terms used and not defined in this Agreement have the respective meanings assigned to them in the JDA. To the extent there is any conflict between the provisions of this Agreement and any provisions of the JDA, this Agreement shall control. Ragus acknowledges and agrees that by executing this Agreement, it is relinquishing any rights that it may otherwise claim or assert under the JDA in and to any of the Assigned Rights (as defined below), as such rights are part of the Assigned Rights granted to SES hereunder.

2. Assignment.

(a) For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ragus hereby sells, assigns and transfers to SES, its successors and assigns, on an "as-is, where-is" basis, all of Ragus' right, title and interest in and to the Assigned Patent Applications, including, without limitation, any rights of Ragus to (i) any patents that may be issued from the Assigned Patent Applications that may be granted in the United States or any foreign countries, including each patent granted on any Assigned Patent Application that is a division, substitution, continuation, continuation-in-part, re-examination or foreign counterpart thereof; (ii) any issue or reissue of any patents pursuant to the Assigned Patent Applications, whether already granted or to be granted; (iii) any improvements in the Assigned Patent Applications made or acquired by Ragus pursuant to the JDA prior to the Effective Date, and any patents issued therefrom; (iv) all other rights and privileges under the Assigned Patent Applications, if any; and (v) all claims for damages arising out of or relating to past or continuing infringements of the Assigned Patent Applications, if any, with the right to sue for and collect such damages (collectively, the "Assigned Patent Rights").

(b) Ragus further assigns to SES, on an "as-is, where-is" basis, all of Ragus' right, title and interest in and to any and all technical information, trade secrets, formulas, compounds, prototypes, drawings, specifications, directions, instructions, test protocols, procedures, studies, analyses, data,

formulation or production technology, conceptions, ideas, innovations, discoveries, inventions, processes, methods, materials, techniques, designs, drawings, research and any other know-how and technical and manufacturing information (collectively "Intellectual Property") developed or otherwise held by Ragus pursuant to the terms of the JDA prior to the Effective Date and to the extent the foregoing relates solely to the Assigned Patent Applications, the Assigned Patent Rights or any spray foam polyurethane insulating material applications and processes, including, but not limited to, formulations, including polyurethane foams (e.g., blown polyurethane foam products having a variety of densities and characteristics) and processes for making and using such materials within the Field of Use (the "Housing Intellectual Property" and, together with the Assigned Patent Applications and the Assigned Patent Rights, the "Assigned Rights").

(c) Ragus hereby represents that it has full right, power and authority and has been duly authorized to convey the right, title and interest herein assigned, and that it has not executed any prior assignment(s) in and to the Assigned Rights. Ragus further covenants that, when requested, it will, at SES's cost, execute and deliver to SES any necessary documents and instruments reasonably required to assign the Assigned Rights to SES in accordance with the terms of this Agreement.

(d) Ragus acknowledges and agrees that it does not own any right, title or interest in or to the trademark registration described on Exhibit B attached hereto (the "SES Property").

(e) For the avoidance of doubt, the parties hereto acknowledge and agree that the assignment by Ragus pursuant to this Agreement is strictly limited to the Assigned Rights and does not include any other patents, patent applications or Intellectual Property, including patent applications listed on Exhibit C hereto or any Intellectual Property related thereto.

3. No Warranty. SES acknowledges that Ragus's right, title and interest in and to the Assigned Rights are being assigned to SES on an "as-is, where-is" basis without any representations or warranties, express or implied. Without limiting the foregoing, neither Ragus, any affiliate of Ragus, nor any employee, officer, director, agent or representative of Ragus or any affiliate of Ragus (collectively, the "Ragus Parties") makes any warranties or representations, express, implied or otherwise, regarding (a) the use, accuracy, completeness, safety, performance, validity, enforceability, commercial viability or non-infringement of any Assigned Rights, (b) the merchantability or fitness for a particular purpose of the Assigned Rights, (c) that the Assigned Rights will be free of infringement of any third party intellectual property rights, (d) whether the Assigned Rights are valid or enforceable or whether any patents will issue from the Assigned Patent Applications, or (e) any other representation or warranty arising from the course of performance, course of dealing or usage in the trade of the same. In no event shall Ragus be liable for any damages resulting from loss of use, revenue or profit, or any claim of infringement by a third party of any Assigned Rights.

4. Representations and Warranties. Each party hereby represents and warrants to the other party that:

(a) It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

(b) The execution of this Agreement by the individual whose signature is set forth at the end of this Agreement on behalf of such party, and the delivery of this Agreement by such party, have been duly authorized by all necessary action on the part of such party.

(c) This Agreement has been executed and delivered by such party and (assuming due authorization, execution and delivery by the other party hereto) constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as may be

limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity.

5. Confidentiality. Each Party acknowledges the confidential nature of the terms and conditions of this Agreement (collectively, the "Confidential Information") and agrees that it shall not (a) disclose any of such Confidential Information to any person or entity, except to such Party's affiliates, employees, advisors, auditors, lenders, and other representatives who need to know the Confidential Information to assist such party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement, or (b) use the Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement. Each Party shall be responsible for any breach of this Section caused by any of its affiliates, employees, advisors, or other representatives. The Parties acknowledge and agree that the Assigned Rights shall be deemed the Confidential Information of SES hereunder. The Parties agree that Confidential Information shall not include any information which either Party can prove, by legally competent documentary evidence, was known to either Party prior to any disclosure thereof by the other Party (other than any Assigned Rights, which shall in any event remain the Confidential Information of SES), is now in the public domain, or which in the future enters the public domain through no fault of either Party; is disclosed to either Party at any time by a third party having the unrestricted right to make such disclosure; is released from its confidential status by prior written consent by each Party; is independently developed by individuals not having knowledge of or access to either Party's Confidential Information (other than any Assigned Rights, which shall in any event remain the Confidential Information of SES); or is disclosed pursuant to the requirement of applicable law, a governmental agency or judicial action disclosure is required by operation of law.

6. Miscellaneous

(a) All notices, requests, consents, claims, demands, waivers, summons and other legal process, and other similar types of communications hereunder (each, a "Notice") must be in writing and addressed to the relevant party at the address set forth on the signature page hereto (or to such other address that may be designated by the receiving party from time to time in accordance with this Section 6(a)). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (i) upon receipt by the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section 6(a).

(b) This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflict of laws provisions of such State.

(c) This Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived or supplemented by an agreement in writing signed by each party.

(d) Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that either Party may assign this Agreement to an affiliate, a successor-in-interest by consolidation, merger or operation of law or to a purchaser of all or substantially all of the party's assets. No assignment will relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing will be null and void. This Agreement will inure to the benefit of and be binding upon each of the parties and each of their respective permitted successors and permitted assigns.

(e) This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

(f) For purposes of this Agreement, (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (v) words denoting any gender include all genders. The parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(g) The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

(h) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(i) Ragus shall be responsible under this Agreement only for direct damages, and shall in no event be liable for incidental, indirect, special, consequential, punitive or similar damages or losses including loss of future profits, revenue or income, diminution in value or loss of business reputation or opportunity.

(j) Each party acknowledges and agrees that (i) a breach or threatened breach by such party of any of its obligations under Agreement would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (ii) in the event of a breach or a threatened breach by such party of any such obligations, the other party will, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party agrees that it shall not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section 6(j).

(k) This Agreement (including the Exhibits attached hereto, which are incorporated herein by this reference) is the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

*[Signature page follows]*

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

SES Address for Notices:

SES FOAM LLC

Mr. Charles Valentine  
403 Century Plaza Drive, Suite 420  
Houston, TX 77074  
E-mail: cvalentine@sesfoam.com

By: [Signature]  
Name: Harold W. Gough  
Title: CEO

ISC/Imperial/Ragus Address for Notices:

IMPERIAL-SAVANNAH LP

Cornelius J. Grealy  
Chief Legal Officer North America  
Louis Dreyfus Company LLC  
40 Danbury Road  
Wilton, CT 06897

By: Savannah Molasses & Specialties Co, its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

RAGUS HOLDINGS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IMPERIAL SUGAR COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

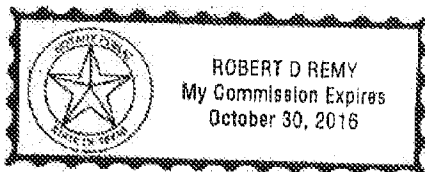
STATE OF TEXAS )

) SS.

COUNTY OF HARRIS )

On this 8 day of September 2, 2016, before me a Notary Public in and for the county and state aforesaid, appeared Howard W. Segno to me personally known to be the person whose name is subscribed to the foregoing Intellectual Property Assignment on behalf of SES Foam LLC and acknowledged that he executed said instrument as his free and voluntary act for the uses and purposes therein expressed.

Witness my hand and seal the day and year last above given.



Robert D. Remy  
Notary Public

STATE OF \_\_\_\_\_ )

) SS.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of September \_\_\_\_, 2016, before me a Notary Public in and for the county and state aforesaid, appeared \_\_\_\_\_, to me personally known to be the person whose name is subscribed to the foregoing Intellectual Property Assignment on behalf of Savannah Molasses & Specialties Co and acknowledged that he executed said instrument as his free and voluntary act for the uses and purposes therein expressed.

Witness my hand and seal the day and year last above given.

\_\_\_\_\_  
Notary Public



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

SES Address for Notices:

SES FOAM LLC

Mr. Charles Valentine  
403 Century Plaza Drive, Suite 420  
Houston, TX 77074  
E-mail: cvalentine@sesfoam.com

By \_\_\_\_\_

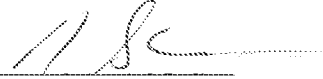
Name:

Title:

ISC/Imperial/Ragus Address for Notices:

IMPERIAL-SAVANNAH LP

By: Savannah Molasses & Specialties Co, its General  
Partner

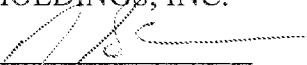
By: 

Name: Robert G. Eckert

Title: Executive Vice President & Chief  
Financial Officer

Cornelius J. Grealy  
Chief Legal Officer North America  
Louis Dreyfus Company LLC  
40 Danbury Road  
Wilton, CT 06897

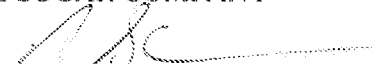
RAGUS HOLDINGS, INC.

By: 

Name: Robert G. Eckert

Title: Senior Vice President

IMPERIAL SUGAR COMPANY

By: 

Name: Robert G. Eckert

Title: Executive Vice President & Chief  
Financial Officer

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of September \_\_\_, 2016, before me a Notary Public in and for the county and state aforesaid, appeared \_\_\_\_\_, to me personally known to be the person whose name is subscribed to the foregoing Intellectual Property Assignment on behalf of SES Foam LLC and acknowledged that he executed said instrument as his free and voluntary act for the uses and purposes therein expressed.

Witness my hand and seal the day and year last above given.

\_\_\_\_\_  
Notary Public

STATE OF CONNECTICUT )  
 ) SS. WILTON  
COUNTY OF FAIRFIELD )

On this 9th day of September, 2016, before me a Notary Public in and for the county and state aforesaid, appeared Robert G. Eckert, to me personally known to be the person whose name is subscribed to the foregoing Intellectual Property Assignment on behalf of Savannah Molasses & Specialties Co and acknowledged that he executed said instrument as his free and voluntary act for the uses and purposes therein expressed.

Witness my hand and seal the day and year last above given.

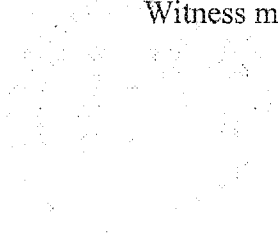

\_\_\_\_\_  
Notary Public

CHRISTINE K. McCLOUD  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES DEC. 31, 2020

STATE OF CONNECTICUT       )  
  ) SS. WILTON  
COUNTY OF FAIRFIELD       )

On this 9th day of September, 2016, before me a Notary Public in and for the county and state aforesaid, appeared Robert G. Eckert, to me personally known to be the person whose name is subscribed to the foregoing Intellectual Property Assignment on behalf of Ragus Holdings, Inc. and acknowledged that he executed said instrument as his free and voluntary act for the uses and purposes therein expressed.

Witness my hand and seal the day and year last above given.

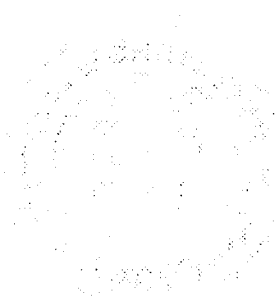
  
Christine K. McCloud  
Notary Public

CHRISTINE K. McCLOUD  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES DEC. 31, 2020

STATE OF CONNECTICUT       )  
  ) SS. WILTON  
COUNTY OF FAIRFIELD       )

On this 9th day of September, 2016, before me a Notary Public in and for the county and state aforesaid, appeared Robert G. Eckert, to me personally known to be the person whose name is subscribed to the foregoing Intellectual Property Assignment on behalf of Imperial Sugar Company and acknowledged that he executed said instrument as his free and voluntary act for the uses and purposes therein expressed.

Witness my hand and seal the day and year last above given.

  
Christine K. McCloud  
Notary Public


CHRISTINE K. McCLOUD  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES DEC. 31, 2020

**EXHIBIT A****ASSIGNED PATENT APPLICATIONS**

<b>Title</b>	<b>Application No./ Publication No./ Patent No.</b>
Sugar-Based Polyurethanes, Methods for Their Preparation, and Methods of Use Thereof	US Patent Application A/N: 61/513,530
Sugar-Based Polyurethanes, Methods for Their Preparation, and Methods of Use Thereof	US Patent Application A/N: 13562211 P/N: 20130030067
Sugar-Based Polyurethanes, Methods for Their Preparation, and Methods of Use Thereof	US Patent Application A/N : 14193156 P/N: 20140179814
Sugar-Based Polyurethanes, Methods for Their Preparation, and Methods of Use Thereof	PCT Patent Application A/N: PCT/US2012/048885 P/N: WO 2014/021827
Sugar-Based Polyurethanes, Methods for Their Preparation, and Methods of Use Thereof	Australian Patent Application A/N: 2014200553 P/N: AU 2012386487
Sugar-Based Polyurethanes, Methods for Their Preparation, and Methods of Use Thereof	Brazil Patent Application A/N: BR112014002190-2
Sugar-Based Polyurethanes, Methods for Their Preparation, and Methods of Use Thereof	Canadian Patent Application A/N: 2,841,076
Sugar-Based Polyurethanes, Methods for Their Preparation, and Methods of Use Thereof	China Patent Application A/N: CN 20103974490 P/N: CN 2012842662.4
Sugar-Based Polyurethanes, Methods for Their Preparation, and Methods of Use Thereof	European Patent Application A/N: EP 12881531.3 P/N: EP 2723790
Sugar-Based Polyurethanes, Methods for Their Preparation, and Methods of Use Thereof	India Patent Application A/N: 702/CHENP/2014
Sugar-Based Polyurethanes, Methods for Their Preparation, and Methods of Use Thereof	Mexico Patent Application A/N: MX/A/2014/001137 MX 2014/001137
Sugar-Based Polyurethanes, Methods for Their Preparation, and Methods of Use Thereof	Russian Patent Application A/N: RU 2014107781
Sugar-Based Polyurethanes, Methods for Their Preparation, and Methods of Use Thereof	South African Patent Application A/N: 2015/01041

**EXHIBIT B**  
**SES PROPERTY**

- The following trademark registration:

Mark	Serial No/Reg. No.
	S/N: 85/07,197 R/N: 4,201,480

**EXHIBIT C**

<b>Title</b>	<b>Application No./ Publication No./ Patent No.</b>
Isocyanate-Based Polyurethanes and Polyurethane Foams and Methods for their Manufacture Using Deep Eutectic Solvents and Ionic Liquids	US Patent Application A/N: 61/799,190
Polyurethanes, Polyurethane Foams and Methods for their Manufacture	US Patent Application A/N: 14/217,432 P/N: 2014/0275305

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