

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4135702

| | | |
|---|---------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | VERTELLUS SPECIALTIES INC. | 10/31/2016 |
| RECEIVING PARTY DATA | | |
| Name: | VERTELLUS HOLDINGS, LLC | |
| Street Address: | 201 NORTH ILLINOIS STREET, SUITE 1800 | |
| City: | INDIANAPOLIS | |
| State/Country: | INDIANA | |
| Postal Code: | 46204 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Application Number: | 09463902 |
| CORRESPONDENCE DATA | | |
| Fax Number: | | |
| <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> | | |
| Email: | adonaldson@btlaw.com | |
| Correspondent Name: | BARNES & THORNBURG LLP | |
| Address Line 1: | 11 S. MERIDIAN STREET | |
| Address Line 4: | INDIANAPOLIS, INDIANA 46204 | |
| NAME OF SUBMITTER: | VINCENT P. LIPTAK | |
| SIGNATURE: | /Vincent P. Liptak/ | |
| DATE SIGNED: | 11/09/2016 | |
| Total Attachments: 19 | | |
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IP ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS IP ASSIGNMENT AND ASSUMPTION AGREEMENT (this “*Assignment*”) is made and entered into as of October 31, 2016, by and among Valencia Bidco LLC, a Delaware limited liability company (“*Purchaser*”) and Vertellus Holdings LLC, a Delaware limited liability company (the “*Purchaser Designee*”), and Vertellus Specialties Holdings Corp., a Delaware corporation (the “*Company*”), Vertellus Specialties Inc., an Indiana corporation, Solar Aluminum Technology Services, a Utah Partnership d/b/a S.A.L.T.S., Vertellus Agriculture & Nutrition Specialties LLC, a Delaware limited liability company, Vertellus Specialties PA LLC, a Delaware limited liability company, Vertellus Health & Specialty Products LLC, a Delaware limited liability company, Vertellus Specialties MI LLC, a Delaware limited liability company, Vertellus Performance Materials Inc., a North Carolina corporation, Rutherford Chemicals LLC, a Delaware limited liability company, Tibbs Avenue Company, a Delaware corporation, and MRM Toluic Company, Inc., an Indiana corporation (each a “*Company Subsidiary*” and collectively, the “*Company Subsidiaries*”, and, together with the Company, each a “*Seller*” and collectively, “*Sellers*”).

WHEREAS, Sellers have agreed to sell to Purchaser, and Purchaser has agreed to purchase from Sellers various assets, including without limitation, all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, divisionals, extensions and reexaminations thereof in any jurisdiction throughout the world (“Patent Intellectual Property”); and

WHEREAS, Purchaser and Purchaser Designee desire to acquire Sellers’ entire right, title and interest in and to such Patent Intellectual Property;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Asset Purchase Agreement, dated May 31, 2016, by and among Purchaser and Sellers (the “*Asset Purchase Agreement*”) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Sellers hereby irrevocably and unconditionally grant, convey, transfer and assign to Vertellus Holdings, LLC, as a Purchaser Designee, all of Sellers’ right, title and interest in and to the Patent Intellectual Property, including the Intellectual Property set forth on Exhibit 1 hereto, and the goodwill and all rights associated therewith, including the right to claim priority, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, together with all rights to income, royalties and license fees deriving from the Patent Intellectual Property, all claims for damages by reason of past, present and future infringements or unauthorized uses of the Patent Intellectual Property and the right to sue for and collect such damages, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted.

2. Assistance. Subject to Section 3, Sellers, Purchaser and Purchaser Designee, as applicable, shall execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and

effectuate the transactions contemplated herein.

3. Relation to Asset Purchase Agreement. This Assignment is intended to effect the transfer of all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, divisionals, extensions and reexaminations thereof in any jurisdiction throughout the world, including the rights therein as provided in Section 1 of this Assignment, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of any party set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. General.

4.1 Severability; Amendment. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Sellers, Purchaser and Purchaser Designee on behalf of Sellers, Purchaser and Purchaser Designee, as applicable.

4.2 Entire Agreement; No Third-Party Beneficiaries. This Assignment, including the exhibits and other documents attached or referred to herein, which form a part hereof, embodies the entire agreement and understanding of the parties hereof, and supersedes all prior or contemporaneous agreements or understandings (whether written or oral) among the parties, in respect to the subject matter contained herein. If any conflict exists between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control. This Assignment and the obligations hereunder are not intended to confer any rights or remedies to any third party and are not intended to operate, in anyway, as an agreement for the benefit of any third party.

4.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Sellers without the prior written consent of Purchaser and Purchaser Designee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Purchaser and Purchaser Designee, without the written consent of Sellers.

4.4 Governing Law. This Assignment governed and construed in accordance with federal bankruptcy law, to the extent applicable, and where state law is implicated, the internal laws of the State of Delaware (without giving reference to the principles of conflicts of law).

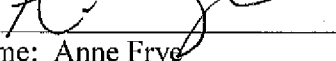
4.5 Defined Terms. All capitalized terms not defined herein shall have the meaning assigned to them in the Asset Purchase Agreement.

4.6 Counterparts. This Assignment may be executed in any number of counterparts, all of which, taken together, shall constitute one document. Counterparts of this Assignment (or applicable signature pages hereof) that are manually signed and delivered by facsimile or other electronic transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

[Signature Pages Follow]

COMPANY:

VERTELLUS SPECIALTIES HOLDINGS CORP.

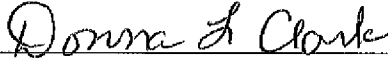
By: 
Name: Anne Frye
Title: Vice President

ACKNOWLEDGEMENT

STATE OF INDIANA }
COUNTY OF MARION }

SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 28th day of October, 2016.

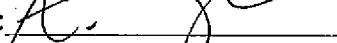

Notary Public

Name: Donna L. Clark

My Commission Expires: 3-10-17 Resident of Marion County

COMPANY SUBSIDIARIES:

VERTELLUS SPECIALTIES INC.

By: 

Name: Anne Frye

Title: Vice President, General Counsel and Secretary

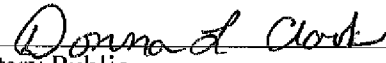
ACKNOWLEDGEMENT

STATE OF Indiana }

COUNTY OF Marion }

SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 29th day of October, 2016.


Notary Public

Name: DONNA L. CLARK

My Commission Expires: 3-10-17 Resident of Marion County

SOLAR ALUMINIUM TECHNOLOGY SERVICES
(D/B/A S.A.L.T.S.)

By: A.
Name: Anne Frye
Title: Vice President, General Counsel and Secretary

ACKNOWLEDGEMENT

STATE OF INDIANA }
COUNTY OF MARION }

SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 28th day of October, 2016.

Donna L. Clark
Notary Public

Name: Donna L. Clark

My Commission Expires: 3-10-17 Resident of marion County

VERTELLUS AGRICULTURE AND NUTRITION
SPECIALTIES LLC

By: [Signature]
Name: Anne Frye
Title: Vice President and Secretary

ACKNOWLEDGEMENT

STATE OF INDIANA }
COUNTY OF MARION }

SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 28th day of October, 2014.

[Signature]
Notary Public

Name: Donno L. Clark

My Commission Expires: 3-10-17 Resident of Marion County

VERTELLUS SPECIALTIES PA LLC

By: A. Frye

Name: Anne Frye

Title: Vice President and Secretary

ACKNOWLEDGEMENT

STATE OF INDIANA }

SS:

COUNTY OF MARION }

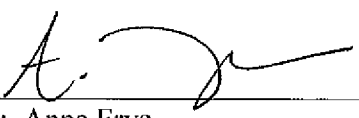
Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 28th day of October, 2016.

Donna L. Clark
Notary Public

Name: Donna L. Clark

My Commission Expires: 3-10-17 Resident of Marion County

VERTELLUS HEALTH & SPECIALTY PRODUCTS
LLC

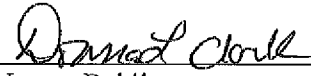
By: 
Name: Anne Frye
Title: Vice President and Secretary

ACKNOWLEDGEMENT

STATE OF INDIANA }
COUNTY OF MARION }

SS:

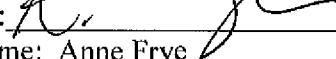
Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and
Notarial Seal this 28th day of October, 2016.


Notary Public

Name: Donald L Clark

My Commission Expires: 3-10-16 Resident of Marion County

VERTELLUS SPECIALTIES MI LLC

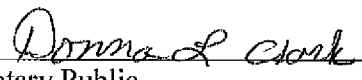
By: 
Name: Anne Frye
Title: Vice President and Secretary

ACKNOWLEDGEMENT

STATE OF INDIANA }
COUNTY OF MARION }

SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 28th day of October, 2016.


Notary Public

Name: Donna L. Clark

My Commission Expires: 3-10-17 Resident of Marion County

VERTELLUS PERFORMANCE MATERIALS INC.

By: [Signature]
Name: Anne Frye
Title: Vice President and Secretary

ACKNOWLEDGEMENT

STATE OF INDIANA }
COUNTY OF MARION }

SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 28th day of October, 2016.

[Signature: Donna L. Clark]
Notary Public

Name: Donna L. Clark

My Commission Expires: 3-10-17 Resident of Marion County

RUTHERFORD CHEMICALS LLC

By: [Signature]
Name: Anne Frye
Title: Vice President and Secretary

ACKNOWLEDGEMENT

STATE OF INDIANA }
COUNTY OF MARION }

SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 28th day of October, 2016.

[Signature]
Notary Public

Name: Donna L. Clark

My Commission Expires: 3-10-17 Resident of Marion County

TIBBS AVENUE COMPANY

By: [Signature]
Name: Anne Frye
Title: Vice President and Secretary

ACKNOWLEDGEMENT

STATE OF INDIANA }
COUNTY OF MARION }

SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 28th day of October, 2016.

[Signature]
Notary Public

Name: Donna L. Clark

My Commission Expires: 3-10-17 Resident of Marion County

MRM TOYUIC COMPANY, INC.

By: [Signature]
Name: Anne Frye
Title: Vice President and Secretary

ACKNOWLEDGEMENT

STATE OF INDIANA }
COUNTY OF MARION }

SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this 28th day of October, 2016.

[Signature]
Notary Public

Name: Donna H. Clark

My Commission Expires: 3-10-17 Resident of Marion County

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

PURCHASER AND PURCHASER DESIGNEE:

VALENCIA BIDCO LLC

By: Melanie Mansfield
Name: Melaine Mansfield
Title: Authorized Signatory

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ }

SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this _____ day of _____

Notary Public

Name:

My Commission Expires: _____ Resident of _____ County

Please see attached.

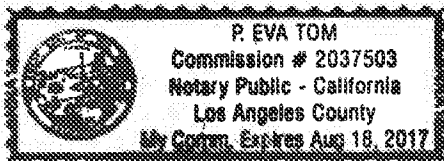
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On Oct. 28, 2016 before me, P. Eva Tom, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Melanie Mansfield
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: IP Assignment Assumption Document Date: 10/28/16
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Melanie Mansfield
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

VERTELLUS HOLDINGS LLC

By: Valencia Bidco LLC

Its: Sole Member

By: Melanie Mansfield

Name: Melaine Mansfield

Title: Authorized Signatory

ACKNOWLEDGEMENT

STATE OF

COUNTY OF

}
}
}

SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal this _____ day of _____, _____.

Notary Public

Name:

My Commission Expires: _____ Resident of _____ County

Please see attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

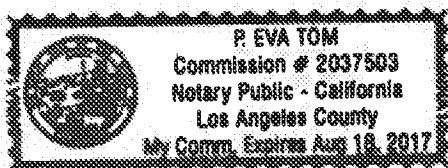
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of California)
 On Oct. 26, 2016 before me, P. Eva Tom, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Melainie Mansfield
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature P. Eva Tom
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: IP Assignment: Assignment Document Date: 10/26/16
 Number of Pages: _____ Signer(s) Other Than Noted Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Melainie Mansfield
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

EXHIBIT 1

INTELLECTUAL PROPERTY

| Filing Date | Application No. | Patent No. |
|------------------|-----------------|------------|
| November 6, 2001 | 09/993046 | 6,603,010 |
| April 13, 2000 | 09/463902 | 6,369,230 |
| July 31, 1998 | 09/127542 | 6,046,336 |
| April 29, 2003 | 10/425504 | 6,958,400 |