

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4327751

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BASF SE	02/28/2017
RECEIVING PARTY DATA		
Name:	CALLERY LLC	
Street Address:	1424 MARS-EVANS CITY ROAD	
City:	EVANS CITY	
State/Country:	PENNSYLVANIA	
Postal Code:	16033	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	6268537	
Patent Number:	6221331	
Patent Number:	6218585	
Patent Number:	6610894	
Patent Number:	6048985	
Patent Number:	5886229	
CORRESPONDENCE DATA		
Fax Number:	(317)713-3699	
<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>		
Phone:	317-713-3500	
Email:	TAFT-IP-DOCKET@TAFTLAW.COM	
Correspondent Name:	TAFT STETTINIUS & HOLLISTER LLP	
Address Line 1:	ONE INDIANA SQUARE	
Address Line 2:	SUITE 3500	
Address Line 4:	INDIANAPOLIS, INDIANA 46204	
ATTORNEY DOCKET NUMBER:	CAL12-00100	
NAME OF SUBMITTER:	STEPHEN F. ROST	
SIGNATURE:	/Stephen F. Rost/	
DATE SIGNED:	03/21/2017	

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IPAA")

This Intellectual Property Assignment Agreement ("IPAA") dated as of February 28 2017 is made by and between

BASF SE, 67056 Ludwigshafen, Germany
- hereinafter referred to as "ASSIGNOR" -

and

Callery, LLC, a Delaware limited liability company (formerly known as Alcobor Performance Materials, LLC)
- hereinafter referred to as "PURCHASER" -

where hereinafter ASSIGNOR and PURCHASER are jointly referred to as "PARTIES" and individually referred to as "PARTY", and capitalized terms used herein and not otherwise defined shall have the meanings set forth in Article I of the Asset Purchase Agreement ("APA") dated November 16, 2016 between ASSIGNOR's U.S. subsidiary, BASF Corporation ("Seller"), and PURCHASER,

WITNESSETH:

WHEREAS, pursuant to the APA, Seller agreed to sell and PURCHASER agreed to purchase all assets used exclusively in the operation of Seller's business of the manufacture, development, marketing, sale and distribution of Specialty Alcoholates, Boranes and Alkali Metals for use in a variety of applications; and

WHEREAS, said agreed-upon sale and purchase includes the obligation of Seller and ASSIGNOR to sell, assign, transfer, convey and deliver, or cause to be sold, assigned, transferred, conveyed and delivered, to the PURCHASER, and the obligation of the PURCHASER to purchase and accept from the Seller or an Affiliate of the Seller, all right, title and interest in and to the Purchased Assets; and

WHEREAS, the Purchased Assets include Proprietary Rights, which include, without limitation, the patents and patent applications and the trademark listed in Annex 1 to this IPAA ("Annex 1"); and

WHEREAS, ASSIGNOR is owner of the full right, title and interest in and to the Proprietary Rights, which include, without limitation, the patents and patent applications and the trademark listed in Annex 1;

WHEREAS, pursuant to that certain Sale and Transfer Agreement between the Parties, ASSIGNOR agreed to sell the Proprietary Rights to PURCHASER with the transfer of such Proprietary Rights to be effective pursuant to this IPAA.

WHEREAS, ASSIGNOR desires to assign, transfer, convey and deliver ASSIGNOR's entire right, title and interest in and to the Proprietary Rights, which include, without limitation, the patents and patent applications and the trademark listed in Annex 1 to PURCHASER;

WHEREAS, PURCHASER desires to accept all of ASSIGNOR's right, title and interest in and to the Proprietary Rights, which include, without limitation, the patents and patent applications and the trademarks listed in Annex 1; and

NOW, THEREFORE, for the consideration stated in the APA, any ancillary documents attached as exhibits to the APA and for the foregoing premises and the mutual covenants, terms and conditions contained herein, the receipt and sufficiency of which are acknowledged, the PARTIES agree as follows:

1. ASSIGNOR hereby assigns, transfers, conveys and delivers to PURCHASER and its successors and assigns all of ASSIGNOR's right, title and interest in and to the (i) patents and patent applications listed in Annex 1 and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, as applicable; (ii) the trademark registration in Annex 1 and issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the trademark in Annex 1; and (iii) all other rights of any kind whatsoever in the patents, patent applications and trademark in Annex 1 provided by applicable law of any jurisdiction, by

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international treaties and conventions, and otherwise throughout the world, including any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing.

2. ASSIGNOR hereby covenants that ASSIGNOR shall, at the cost and expense of PURCHASER, its successors and assigns, take all actions and execute all documents required to perfect the interest of PURCHASER, its successors and assigns, in and to the property assigned under this IPAA.
3. ASSIGNOR acknowledges and agrees that the assignment of the patents and patent applications and the trademark listed in Annex 1 shall also include and does include the assignment to PURCHASER, for PURCHASER's, its successors' and assigns' sole and exclusive benefit, use and enjoyment, of all of ASSIGNOR's rights to all claims and causes of action with respect to the patents and patent applications and the trademark listed in Annex 1, including the right to sue for and obtain damages, restitution, and injunctive and other equitable relief for past, present, and future infringement, dilution, misappropriation violation, or misuse, whether presently known or unknown.
4. ASSIGNOR hereby authorizes and requests the empowered officials of all governments to record in the relevant government records the fact that the patents and patent applications and the trademark listed in Annex 1 are hereby assigned by ASSIGNOR to PURCHASER and to issue any certificate of ownership in and to the patents and patent applications and the trademark listed in Annex 1 in the name of PURCHASER or such other entity as PURCHASER may direct.
5. This IPAA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IPAA delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IPAA.
6. PURCHASER hereby acknowledges receipt of this assignment, for good and valuable consideration, of the patents and patent applications and the trademark listed in Annex 1.

7. This IPAA shall be governed and construed in accordance with the laws of Germany without recourse to its conflict of laws rules. Any and all disputes resulting from, concerning the validity of or arising in connection with this IPAA that cannot be settled by the PARTIES shall be submitted for final decision to a three-membered arbitral tribunal in accordance with the arbitration rules of the International Chamber of Commerce. Arbitration proceedings shall take place in Frankfurt/Main, Germany, and be held in the English language.

IN WITNESS WHEREOF, the PARTIES hereto have caused this IPAA to be signed in duplicate by their duly authorized representatives.

BASF SE

By: ppa. Oliver Cullmann

Name: ppa. Oliver Cullmann
BASF SE
Title: Vice President
Business Management Specialty Amines

Date: 2-28-17

ppa. Anke Jacobs

Dr. Anke Jacobs
Vice President
Global Intellectual Property

CALLERY, LLC

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the PARTIES hereto have caused this IPAA to be signed in duplicate by their duly authorized representatives.

BASF SE

Callery, LLC

Name:

Title:

Date:



Name: Robert Gorton

Title: Manager

Date: 2-28-17

Name:

Title:

Date:

[Signature page to IF Assignment Agreement]