

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6712026

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | BYK USA INC. | 12/11/2020 |
| RECEIVING PARTY DATA | | |
| Name: | BYK-CHEMIE GMBH | |
| Street Address: | ABELSTRASSE 45 | |
| City: | WESEL | |
| State/Country: | GERMANY | |
| Postal Code: | 46483 | |
| PROPERTY NUMBERS Total: 7 | | |
| Property Type | Number | |
| Patent Number: | 7868122 | |
| Patent Number: | 10626314 | |
| Patent Number: | 9670339 | |
| Patent Number: | 9637614 | |
| Patent Number: | 9546252 | |
| Patent Number: | 9522981 | |
| Application Number: | 16313574 | |
| CORRESPONDENCE DATA | | |
| Fax Number: | (440)808-0657 | |
| <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> | | |
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| Correspondent Name: | CURATOLO SIDOTI CO., LPA | |
| Address Line 1: | 24500 CENTER RIDGE ROAD | |
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| Address Line 4: | CLEVELAND, OHIO 44145 | |
| ATTORNEY DOCKET NUMBER: | BYK.BYI.C1400 | |
| NAME OF SUBMITTER: | SALVATORE A. SIDOTI | |
| SIGNATURE: | /Salvatore A. Sidoti/ | |
| DATE SIGNED: | 05/17/2021 | |

PATENT

Total Attachments: 12

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Sale and Assignment Agreement

regarding Intangible Assets

between

BYK USA Inc.

524 SouthCherry Street, Wallingford, CT 06492, U.S.A. A New York company

(the "Assignor")

and

BYK-Chemie GmbH

Abelstraße 45, 46483 Wesel,

**registered with the Commercial Register of the Duisburg District Court under HRS
10656**

(the "Assignee")

**- Assignor and Assignee collectively referred to as the "Parties" and each of them as
"Party" -**

PREAMBLE

- A. Assignor is a corporation organized and existing under the laws of the State of New York, U.S.A. Assignee is a limited liability company organized and existing under the laws of Germany. Assignee as well Assignor are both indirectly held wholly-owned subsidiaries of ALTANA AG, Wesel, Germany. The Assignor in turn is wholly-owned by the Assignee.

- B. Assignee is a leading global supplier of specialty chemicals. The Assignor is a leading supplier in particular in the field of clay based additives .
- C. The Assignor holds intellectual property rights and other intangible assets, namely (i) patents, (ii) trademarks and (iii) know-how relating to its business ("Intangible Transferred Assets").
- D. The Parties wish to sell and transfer the Intangible Assets from the Assignor to the Assignee, however, excluding any Intangible Assets BYK-Gardner USA, a division of BYK USA, uses and that stem from the acquisition of the Paul N. Gardner Company, Inc. and excluding in particular liabilities of the Assignor according to the terms of this Agreement (the "Agreement").

Therefore, the Parties agree as follows:

SECTION 1

PURCHASE, SALE AND TRANSFER OF THE INTANGIBLE ASSETS

1.1 Purchase and Sale of the Intangible Transferred Assets

- 1.1.1 Upon the terms and subject to the conditions of this Agreement, Assignor hereby sells and transfers, assigns and delivers to the Assignee with economic effect between the Parties and effect *in rem* as of the 11th of December 2020, 00:00 a.m. ("Effective Date"), and the Assignor hereby purchases, and acquires and accepts assignment and delivery from Assignor, all of the Assignor' rights, title and interest in and to the following Intangible Transferred Assets as per Effective Date:

- (a) The "Intangible Transferred Assets" sold and assigned by Assignor to the Assignee are:

- (i) The patents, utility models (*Gebrauchsmuster*) and design patents (*Geschmacksmuster*) and their respective applications (the "Patents") conclusively listed in Annex 1.1.1(a)(I);
 - (ii) the trademarks and servicemarks and their respective registrations and applications (the "Trademarks") conclusively listed in Annex 1.1.1(a)(II);
 - (iii) the technology for the production and use of the Assignor's products and any other technical information, including, but not limited to, related documentation, in particular production manuals, procedures and product specifications and analytical methods, recipes and/ or production know how exclusively related to the Assignors business (altogether the "Know-how") as conclusively listed in Annex 1.1.1(a)(III).
- (b) The Assignee will be responsible for the recording of the assignment of the Intangible Transferred Assets as set forth in Section 1.1.2 (a) (i) - (ii) after the Effective Date. The costs of the registration shall be borne by the Assignee. On and after the Effective Date the further cost for further prosecution or maintenance of the Transferred Intangible Assets shall be borne by the Assignee.
- (c) Assignor will hand over to Assignee all written Know-how (i.e. recipes (including information with respect to raw materials required), processing manuals, (external) specifications, specifications for internal control purposes (if available and if different from external specifications), CAS numbers, custom tariff codes, product registrations (e.g. TSCA, MITI) that is in possession of Assignor at the Effective Date and, to the extent available, written safety data sheets and written technical information.

1.2 Transfer of the Intangible Transferred Assets

The Assignor herewith transfers title to the Intangible Transferred Assets to the Assignee with legal effect *in rem* (*dingliche Wirkung*) and economic effect as per Effective Date. To the extent the Intangible Assets are co-owned with Assignee, Assignor will transfer all its rights thereto to Assignee.

SECTION 2. ASSIGNOR'S GUARANTEES

Assignor hereby represents and warrants to the Assignee by way of an independent promise of guarantee in accordance with Section 311 para. 1 German Civil Code (BGB) (*selbstständiges Garantieverprechen* i.S.d. § 311 Abs. 1 BGB), and subject to the limitations set forth in this Agreement, that the following statements set forth in this Section 2 (hereinafter, collectively referred to as the "Assignors' Guarantee Statements") are true and correct on the Effective Date. The Assignor and the Assignee expressly agree and confirm that the Assignors' Guarantee Statements shall not constitute a quality agreement within the meaning of Section 434 para. 1 German Civil Code (BGB) (*Beschaffenheitsvereinbarung*) or a quality guarantee concerning the object of the purchase within the meaning of Section 444 German Civil Code (BGB) (*Garantie für die Beschaffenheit der Sache*).

2.1 Organization of the Assignor

The Assignor is a corporation duly organized and validly existing under the laws of the State of New York, USA.

2.2 Authorization of Transaction

Assignor has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. The Agreement constitutes valid and legally binding obligations of the Assignor, enforceable in accordance with its terms.

2.3 Assets

The Assignor is the owner of and/or has the rights to the inventory set forth in Section 1.1.1(a)(i).

2.4 Intellectual Property Rights

The Patents listed in Annex 1.1.1(a)(i) are either owned by the Assignor or co-owned with Assignees. As of the date hereof, no third party has challenged the Patents as listed in Annex 1.1.1(a)(i) in writing and, no third party has threatened in writing to challenge any such Patents. The registration and renewal fees with respect to the Patents listed in Annex 1.1.1(a)(i) have been paid. To the best of the Assignor's knowledge, the Patents do not infringe any intellectual property rights of third parties.

The Trademarks listed in Annex 1.1.1(a)(ii) are owned by the Assignor and are free of any rights of third parties. As of the date hereof, no third party has challenged the Trademarks as listed in Annex 1.1.1(a)(ii) in writing and, no third party has threatened in writing to challenge any such Trademarks. The registration and renewal fees with respect to the Trademarks listed in Annex 1.1.1(a)(ii) have been paid. To the best of Assignor's knowledge, the Trademarks do not infringe any intellectual property rights of third parties.

The Know-How is owned by Assignor and contains all know-how required to conduct the Assignor's business as conducted in past practice.

None of the transferred Patents, Trademarks and/or the Know-how has been licensed to a third party.

2.5 No other Guarantees

Except as expressly determined in this Section 2 no representations, warranties or guarantees of any nature are given by the Assignor.

SECTION 3 GUARANTEES OF THE ASSIGNEE

The Assignee hereby represents and warrants to the Assignor, by way of an independent promise of guarantee in accordance with Section 311 para. 1 German Civil Code (*BGB*) (*selbstständiges Garantieverprechen i.S.d. § 311 Abs. 1 BGB*) pursuant to Section 311 paragraph 1 German Civil Code, and subject to the limitations set forth in the Agreement, that the following statements set forth in this Section 3 (hereinafter, collectively referred to as the "Assignee's Guarantee Statements") are true and correct on the date hereof. The Assignor and the Assignee expressly agree and confirm that the Assignee's Guarantee Statements shall not constitute a quality agreement within the meaning of Section 434 para. 1 German Civil Code (*BGB*) (*Beschaffensvereinbarung*) or a quality guarantee concerning the object of the purchase within the meaning of Section 444 German Civil Code (*BGB*) (*Garantie für die Beschaffenheit der Sache*).

3.1 Organization

The Assignee is a limited liability company (*GmbH*) duly organized and validly existing under the laws of Germany.

3.2 Authorization of Transaction

The Assignee has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. The

Agreement constitutes the valid and legally binding obligation of the Assignee, enforceable in accordance with its terms.

3.3 Available Funds

The Assignee has sufficient immediately available funds to enable it to pay the Purchase Price and any other amounts to be paid by it hereunder.

3.4 No Knowledge of Breach

The Assignee and its representatives do not have actual knowledge (*tatsächliche Kenntnis*) of any breach of any of the Assignor's Guarantee Statements made by the Assignor's in Section 2.

SECTION 4 PURCHASE PRICE

4.1 Purchase Price

- (a) The purchase price for the Intangible Transferred Assets in Section 1, shall be [REDACTED] (in words: [REDACTED]) (the "Purchase Price") and will be paid [REDACTED]
- (b) The Purchase Price shall be allocated among the Intangible Transferred Assets according to Annex 4.1(a)(i). Assignee and Assignor agree to file their respective IRS Forms 8584 and all federal, state and local Tax Returns in accordance with Annex 4.1(a)(i).

4.2 VAT

- (a) The Parties agree that any consideration given under this Agreement is exclusive of any German value added tax ("VAT"). VAT, (if applicable) shall be paid by the Assignee to the Assignor in addition within ten (10) business days

after the Assignee, has received an invoice in compliance with the respective applicable VAT Law unless and to the extent such VAT is owed to the Tax Authorities by the Assignee under a reverse charge mechanism.

SECTION 5 MISCELLANEOUS

5.1 No Assignment

The Parties shall not assign any rights or obligations under this Agreement, in whole or in part, to any third party, without the written consent of the other Party, such consent not to be unreasonably withheld. This restriction does not apply to any assignment or transfer to any of Parties' affiliates.

5.2 Severability

Should a provision of the Agreement be or become invalid, in full or in part, the validity of the other provisions of the Agreement shall not be affected thereby. The Parties shall substitute for the invalid provision a valid provision that is consistent with the intent and purposes of the Agreement and that in its economic effect comes as close as legally possible to that of the invalid provision. The aforementioned rule shall also apply in case of invalidity of a material provision of the Agreement. The aforesaid shall apply *mutatis mutandis* to any gap in the Agreement.

5.3 Form; Amendment and Modifications

This Agreement sets forth the entire understanding of the Parties relating to the subject matter hereof and supersedes all prior agreements and undertakings whether oral or written.

No modification to this Agreement or waiver of its rights will be effective unless in writing and signed by all Parties. This also applies to the written form requirement in the preceding sentence. The exchange of signed copies of this Agreement by

facsimile or email or other electronic means shall constitute effective execution and delivery and constitutes an original Agreement for all purposes. Signatures on the Agreement and the exchange thereof may also be made using DocuSign's electronic signature process or comparable means.

5.4 Confidentiality, Public Announcements

The Parties mutually undertake to keep the contents of the Agreement secret and confidential *vis-à-vis* any third party except to the extent that the relevant facts are publicly known or disclosure is required by law. In such case, the Parties shall, however, inform each other prior to such disclosure and shall limit any disclosure to the minimum required by statute or the authorities.

5.5 German Terms

If provisions in this Agreement include English terms after which either in the same provision or elsewhere in this Agreement German terms have been inserted in brackets and/or italics, the respective German terms alone and not the English terms shall be authoritative for the interpretation of the respective provisions.

5.6 Governing Law

The Agreement shall be governed by and construed in accordance with the laws of Federal Republic of Germany under exclusion of its choice of law provisions and the rules of the United Nations Convention on Contracts on the International Sale of Goods (CISG).

5.7 Dispute Resolution

All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration

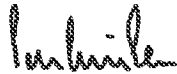
shall be Düsseldorf, Germany. The relevant language of this Agreement and the arbitration procedure is Düsseldorf, Germany.

5.8 Costs and Expenses

All costs, including fees, expenses and charges, in connection with the preparation, negotiation, execution and consummation of this Agreement or the transactions contemplated herein, including, without limitation, the fees and expenses of professional advisors, shall be borne by the Party commissioning such costs. Regarding the cost of registering the Intangible Transferred Assets, reference is made to Section 1.1.1.

Signatures on the Following Page

Wallingford, 11th of December 2020



BYK USA Inc.

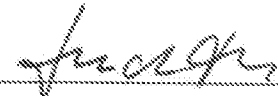
By: Dr. Christoph Schlünken, Chairman



BYK USA Inc.

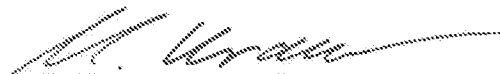
By: Alison Avery, President & CEO

Wesel, 11th of December 2020



BYK-Chemie GmbH

By: Gerd Judith, Managing Director Marketing & Sales



BYK-Chemie GmbH

By: Matthias Kramer, Managing Director Production

| Reference number | Country | Application no | Patent no. | Status | Applicant | Title |
|------------------|---------|----------------|------------|-----------|-------------------------------|---------------------------------------------------------------------------------------------------------|
| 01173PFA PD US | US | 12/142,581 | 7,868,122 | GRANT | BYK USA, INC. | TINT-VISCOSITY-STABILIZATION POLYMERIC THICKENERS |
| | | | | | | |
| 01199PFA US | US | 15/643,639 | 1062631481 | GRANT | BYK-CHEMIE GMBH;BYK USA, INC. | Rheology Modifier for Drilling Fluids |
| 01203PFA US | US | 15/355447 | 9670339 | GRANT | BYK-CHEMIE GMBH;BYK USA, INC. | Mixed Mineral Organoclay Thickener |
| | | | | | | |
| 01209PFA US | US | 15355514 | 9637614 | GRANT | BYK-CHEMIE GMBH;BYK USA, INC. | A PROCESS OF MANUFACTURING THICKENERS AND THE USE OF THUS PRODUCED THICKENERS |
| | | | | | | |
| 01210PFA PD US | US | 15189584 | 9546252 | GRANT | BYK-CHEMIE GMBH;BYK USA, INC. | Mixed Mineral Organoclay - X-Ray |
| | | | | | | |
| 01211PFA PD US | US | 15/189,624 | 9522981 | GRANT | BYK-CHEMIE GMBH;BYK USA, INC. | Mixed mineral organoclay - AL ₂ O ₃ /Fe ₂ O ₃ + CEC + X-Ray |
| | | | | | | |
| 01222PFA WO US | US | 16/313574 | | PUBLISHED | BYK-CHEMIE GMBH;BYK USA, INC. | Process to manufacture novel organophilic clays with improved suspension characteristics |
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