

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7843675

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the ADDRESS OF THE ASSIGNEE FROM "299 JEFFERSON ROAD, PARSIPPANY, NJ 07054" TO "2401 DOYLE STREET, GREENSBORO, NC 27406" previously recorded on Reel 057887 Frame 0247. Assignor(s) hereby confirms the ASSIGNMENT.
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EVONIK CORPORATION	10/13/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EVONIK SUPERABSORBER LLC
<b>Street Address:</b>	2401 DOYLE STREET
<b>City:</b>	GREENSBORO
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27406
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10706569
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(732)981-5084
<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>	973-929-8833
<b>Email:</b>	IPM-NA@EVONIK.COM
<b>Correspondent Name:</b>	EVONIK CORPORATION
<b>Address Line 1:</b>	2 TURNER PLACE
<b>Address Line 4:</b>	PISCATAWAY, NEW JERSEY 08854
<b>ATTORNEY DOCKET NUMBER:</b>	2004P40019 US
<b>NAME OF SUBMITTER:</b>	AMANDA LOPES
<b>SIGNATURE:</b>	/a/
<b>DATE SIGNED:</b>	03/14/2023
<b>Total Attachments: 64</b> source=1_Corrected_Assign_Doc#page1.tif source=1_Corrected_Assign_Doc#page2.tif source=1_Corrected_Assign_Doc#page3.tif	

source=1\_Corrected\_Assign\_Doc#page4.tif  
source=1\_Corrected\_Assign\_Doc#page5.tif  
source=1\_Corrected\_Assign\_Doc#page6.tif  
source=1\_Corrected\_Assign\_Doc#page7.tif  
source=1\_Corrected\_Assign\_Doc#page8.tif  
source=1\_Corrected\_Assign\_Doc#page9.tif  
source=1\_Corrected\_Assign\_Doc#page10.tif  
source=1\_Corrected\_Assign\_Doc#page11.tif  
source=1\_Corrected\_Assign\_Doc#page12.tif  
source=1\_Corrected\_Assign\_Doc#page13.tif  
source=2\_Executed\_Affidavit#page1.tif  
source=3\_Evonik Superabsorber LLC Written Consent of the Sole Member#page1.tif  
source=3\_Evonik Superabsorber LLC Written Consent of the Sole Member#page2.tif  
source=3\_Evonik Superabsorber LLC Written Consent of the Sole Member#page3.tif  
source=3\_Evonik Superabsorber LLC Written Consent of the Sole Member#page4.tif  
source=3\_Evonik Superabsorber LLC Written Consent of the Sole Member#page5.tif  
source=3\_Evonik Superabsorber LLC Written Consent of the Sole Member#page6.tif  
source=3\_Evonik Superabsorber LLC Written Consent of the Sole Member#page7.tif  
source=3\_Evonik Superabsorber LLC Written Consent of the Sole Member#page8.tif  
source=3\_Evonik Superabsorber LLC Written Consent of the Sole Member#page9.tif  
source=3\_Evonik Superabsorber LLC Written Consent of the Sole Member#page10.tif  
source=4\_Evonik Superabsorber Amended and Restated Operating Agreement#page1.tif  
source=4\_Evonik Superabsorber Amended and Restated Operating Agreement#page2.tif  
source=4\_Evonik Superabsorber Amended and Restated Operating Agreement#page3.tif  
source=4\_Evonik Superabsorber Amended and Restated Operating Agreement#page4.tif  
source=4\_Evonik Superabsorber Amended and Restated Operating Agreement#page5.tif  
source=4\_Evonik Superabsorber Amended and Restated Operating Agreement#page6.tif  
source=4\_Evonik Superabsorber Amended and Restated Operating Agreement#page7.tif  
source=4\_Evonik Superabsorber Amended and Restated Operating Agreement#page8.tif  
source=5\_Original\_Assign\_Doc#page1.tif  
source=5\_Original\_Assign\_Doc#page2.tif  
source=5\_Original\_Assign\_Doc#page3.tif  
source=5\_Original\_Assign\_Doc#page4.tif  
source=5\_Original\_Assign\_Doc#page5.tif  
source=5\_Original\_Assign\_Doc#page6.tif  
source=5\_Original\_Assign\_Doc#page7.tif  
source=5\_Original\_Assign\_Doc#page8.tif  
source=5\_Original\_Assign\_Doc#page9.tif  
source=5\_Original\_Assign\_Doc#page10.tif  
source=5\_Original\_Assign\_Doc#page11.tif  
source=5\_Original\_Assign\_Doc#page12.tif  
source=5\_Original\_Assign\_Doc#page13.tif  
source=6\_Original\_Assign\_Doc\_Confirmation#page1.tif  
source=6\_Original\_Assign\_Doc\_Confirmation#page2.tif  
source=7\_Original\_Patent\_Assign\_CoverSheet#page1.tif  
source=7\_Original\_Patent\_Assign\_CoverSheet#page2.tif  
source=7\_Original\_Patent\_Assign\_CoverSheet#page3.tif  
source=7\_Original\_Patent\_Assign\_CoverSheet#page4.tif

source=7\_Original\_Patent\_Assign\_CoverSheet#page5.tif  
source=7\_Original\_Patent\_Assign\_CoverSheet#page6.tif  
source=7\_Original\_Patent\_Assign\_CoverSheet#page7.tif  
source=7\_Original\_Patent\_Assign\_CoverSheet#page8.tif  
source=7\_Original\_Patent\_Assign\_CoverSheet#page9.tif  
source=7\_Original\_Patent\_Assign\_CoverSheet#page10.tif  
source=7\_Original\_Patent\_Assign\_CoverSheet#page11.tif  
source=7\_Original\_Patent\_Assign\_CoverSheet#page12.tif  
source=7\_Original\_Patent\_Assign\_CoverSheet#page13.tif  
source=7\_Original\_Patent\_Assign\_CoverSheet#page14.tif  
source=7\_Original\_Patent\_Assign\_CoverSheet#page15.tif  
source=8\_Notice\_of\_Recordation#page1.tif  
source=8\_Notice\_of\_Recordation#page2.tif

This **PATENT ASSIGNMENT AGREEMENT** (this "Agreement"), is entered into by and between

**Evonik Corporation**, an Alabama Corporation with address 299, Jefferson Road, Parsippany, NJ 07054, USA ("Seller" or "Assignor"),

and

487 2/10/2023

**2401 Doyle Street, Greensboro, North Carolina 27406**

**Evonik Superabsorber LLC**, a Delaware limited liability company with address ~~299 Jefferson Road, Parsippany, NJ 07054~~, USA ("Buyer" or "Assignee"), and, together with Seller, the "Parties").

### RECITALS

WHEREAS, Buyer and Seller are parties to that certain Contribution Agreement, effective as of July 1, 2021, pursuant to which Seller has agreed to sell, assign and transfer to Buyer, and has sold, assigned and transferred, and Buyer has agreed to purchase and assume from Seller, and has accepted the assignment and transfer of, among others, certain Intellectual property and similar rights,

WHEREAS Seller has agreed to sell, assign and transfer to Buyer, and has sold, assigned and transferred to Buyer, and Buyer has agreed to purchase and assume from Seller, and Buyer has assumed from Seller, all of Seller's right, title and interest in and to, among others, certain Intellectual Property and similar rights. Among these rights are the Patents and invention disclosures identified in Appendix A hereto and the inventions protected thereby throughout the world (the "Assigned Patents").

WHEREAS, Buyer has compensated Seller for the sale, assignment and transfer of the Assigned Patents under the provisions of the Contribution Agreement and no additional compensation shall be required under this Agreement,

WHEREAS, this Agreement is among the necessary or useful instruments pursuant to the Contribution Agreement;

WHEREAS, this Agreement is being entered into by the Parties as a condition and mutual inducement to the Closing; and

WHEREAS, the Parties wish to confirm the sale, assignment and transfer of the Assigned Patents and if and to the extent not already effected under the Contribution Agreement, effect the sale, assignment and transfer of all remaining rights on the Assigned Patents of Seller to Buyer, if any.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

1. Assignment Seller (Assignor) and Buyer (Assignee) confirm the sale, assignment and transfer of, and Seller does hereby sell, assign and transfer to Buyer (Assignee), and Buyer hereby accepts, the full and exclusive right, title and interest in and to the Patents and any improvements thereon, the attached application(s) and all corresponding and/or counterpart foreign patent applications, all divisional, continuation, continuation-in-part, reissue, reexamination, extension, substitution, registration, renewal, extension, supplementary protection certificates or the like, and any additional patent applications which claim priority to the attached application(s), and all letters patent or comparable rights issuing thereon in

Germany, the United States and in all foreign countries, and all applications for letters patent which may hereafter be filed for the attached application(s) and/or any improvements thereon in Germany, the United States and/or in any foreign country and all letters patent which may be granted on the attached invention(s) and/or any improvements thereon in Germany, the United States and/or in any foreign country, together with the right(s) to claim priority to the attached patent application(s) and/or any improvements thereon, and the Seller (Assignor) hereby authorizes and requests the German Patent and Trademark Office, the European Patent Office, the United States Commissioner of Patents and Trademarks and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all letters patent or comparable rights issuing on any application as aforesaid to Buyer (Assignee), or to its successors, assigns or legal representatives.

2. **Registration, Change of Recordal; Declaration of Transfer.** Seller hereby authorizes and requests, as applicable, the German Patent and Trademark Office, the European Patent Office, the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities in the various affected jurisdictions to record Buyer as the owner of the Patents and to issue to Buyer, in lieu of Seller, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Patents. It is Buyer's responsibility to apply for a change of recordal in the registers. Seller shall not unreasonably withhold, or delay, signing of any document necessary to effect a change of recordal in ownership of the Patents in the intellectual property registers. If Seller does not approve of a document prepared by Buyer, Seller will cooperate with Buyer to create a document acceptable to both Parties.

3. **Further Assurances.** Seller and Buyer 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 Agreement and to evidence and effectuate the transactions contemplated herein. Buyer shall prepare and provide to Seller all assignments and other instruments of transfer reasonably required to transfer to Buyer the Assigned Patents. Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto. If Buyer or its successor or assignee is unable, for any reason, to obtain a signature of Seller on a document necessary to perfect the transfer or assignment of the Assigned Patents, Seller hereby irrevocably appoints Buyer as its agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of Seller to execute, verify, and file any such documents with the same legal force and effect as if executed by Seller.

4. **General Provisions.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Contribution Agreement. This Agreement, Appendix A hereto and the Contribution Agreement constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding any other provision of this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Contribution Agreement, the provisions of the Contribution Agreement shall control (unless this Agreement expressly provides otherwise). This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or

discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

5. **Governing Law; Jurisdiction and Venue.** This Agreement and all matters arising out of or relating to this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise), shall be interpreted, construed and governed by and in accordance with the Contribution Agreement.

6. **Signatories; Counterparts.** This Agreement may be executed in at least twelve counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. This Agreement shall be executed by a representative and/or multiple authorized signatories of the Buyer and Seller, respectively. The Parties shall provide for notarization of the signatures of each signatory. Immediately upon execution of the Agreement, the Parties shall provide each other with copies of the executed Agreement.

Evonik Corporation

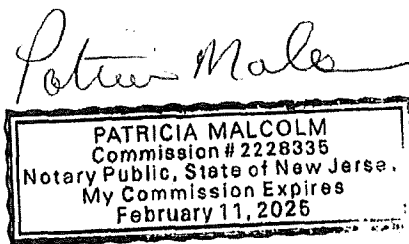
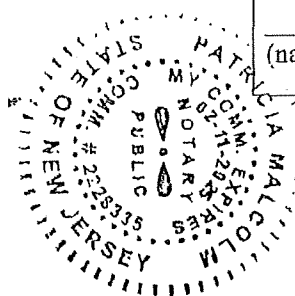
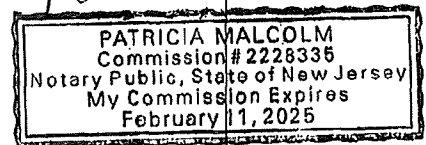
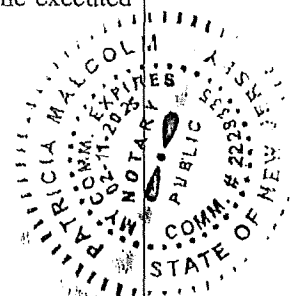
Executed in Parsippany, NJ on 12-13-21

Naah Fischer  
(name and position) ASSISTANT SECRETARY

Evonik Superabsorber LLC

Executed in Parsippany, NJ on 10-6-2021

Gregory J. Mulligan  
(name and position) Manager



Internal File No	Title	Application No	Application Date	Publication No	Publication Date	Grant No	Grant Date	Applicant
2015P00135E3BE	CONTINUOUS STRAND SUPERABSORBENT POLYMERIZATION	172.0078	28.12.2017	3342787	04.07.2018	3342787	11.12.2019	Evonik Corporation
2015P00135E3DE	CONTINUOUS STRAND SUPERABSORBENT POLYMERIZATION	602017009689.3	28.12.2017	3342787	04.07.2018	3342787	11.12.2019	Evonik Corporation
2015P00135 TW	CONTINUOUS STRAND SUPERABSORBENT POLYMERIZATION	106.46282	20.12.2017	20183.1525	01.09.2018			Evonik Corporation
2015P00135 KR	CONTINUOUS STRAND SUPERABSORBENT POLYMERIZATION	10.2017-0182381	28.12.2017		12.07.2018			Evonik Corporation
2015P00135 CN	CONTINUOUS STRAND SUPERABSORBENT POLYMERIZATION	2017-254304	28.12.2017	2018-109176	06.07.2018			Evonik Corporation
2015P00135 US	CONTINUOUS STRAND SUPERABSORBENT POLYMERIZATION	2017-1480144.1	29.12.2017	108250458	05.07.2018			Evonik Corporation
2013P001233 JP	SUPERABSORBENT POLYMER HAVING FAST ABSORPTION	15384.088	05.04.2015	2015-189968	12.11.2015	6087372	10.02.2017	Evonik Corporation
2013P001233 CN	SUPERABSORBENT POLYMER HAVING FAST ABSORPTION	201510158023.9	03.04.2015	104974312	14.10.2015	104974312	12.02.2020	Evonik Corporation
2013P001233 BR	SUPERABSORBENT POLYMER HAVING FAST ABSORPTION	102015007414.0	07.04.2015	2015007414.0	29.12.2015	102015007414.0	12.01.2021	Evonik Corporation
2013P001233 KR	SUPERABSORBENT POLYMER HAVING FAST ABSORPTION	10.2015-0048867	05.04.2015		10-1764609			Evonik Corporation
2013P001233E3DE	SUPERABSORBENT POLYMER HAVING FAST ABSORPTION	602014070192.2	07.04.2014	2330191	14.10.2015	2330191	28.07.2017	Evonik Corporation
2013P00102 US	Particulate superabsorbent polymer composition having improved stability	136860.019	10.04.2013	20130191	14.10.2015	2330191	16.09.2020	Evonik Corporation
2013P00102WFE3R22	Particulate superabsorbent polymer composition having improved stability	14715610.8-1308	10.04.2014	2384124	17.02.2016	2384124	27.02.2019	Evonik Corporation
2013P00102WFE3R22	Particulate superabsorbent polymer composition having improved stability	602014041774.4	10.04.2014	2384124	17.02.2016	2384124	27.02.2019	Evonik Corporation
2013P00102WFE3R22	Particulate superabsorbent polymer composition having improved stability	14715610.8-1308	10.04.2014	2384124	17.02.2016	2384124	27.02.2019	Evonik Corporation
2013P00102WFE3R22	Particulate superabsorbent polymer composition having improved stability	2018-205238	07.04.2014	2019-031691	28.02.2019	6720271	19.06.2020	Evonik Corporation
2013P00102WFE3R22	Particulate superabsorbent polymer composition having improved stability	14723245.8-1308	07.04.2014	2384125	17.02.2016			Evonik Corporation
2013P00102WFE3R22	Particulate superabsorbent polymer composition having improved stability	147781.530	07.04.2014	201600602-118	03.03.2016	10.307.732	04.06.2019	Evonik Corporation
2013P00102WFE3R22	Particulate superabsorbent polymer composition having improved stability	10.2015-0032125	07.04.2014		10-2018436			Evonik Corporation
2013P00102WFE3R22	Particulate superabsorbent polymer composition having improved stability	11.2015025521-3	07.04.2014	BR112015025521-3	18.07.2017	11.2015025521-3	15.12.2020	Evonik Corporation
2013P00102WFE3R22	Particulate superabsorbent polymer composition having improved stability	10.2015-0032124	10.04.2014		10-2018486			Evonik Corporation
2013P00102WFE3R22	Particulate superabsorbent polymer composition having improved stability	2018-505693	10.04.2014	2016-514761	23.05.2016	6510488	12.04.2019	Evonik Corporation
2013P00102WFE3R22	Particulate superabsorbent polymer composition having improved stability	201480032849.5	10.04.2014	105283490	27.01.2016	105283490	22.05.2018	Evonik Corporation
2013P00102WFE3R22	Particulate superabsorbent polymer composition having improved stability	112015025560-4	10.04.2014	112015025560-4	18.07.2017			Evonik Corporation
2013P00102 TW02	Particulate superabsorbent polymer composition having improved stability	103.12768	10.04.2014	201504314	01.02.2015	637995	11.10.2018	Evonik Corporation
2013P00102 TW02	Particulate superabsorbent polymer composition having improved stability	20.426970	08.04.2014					Evonik Corporation
2013P00102 TW	Particulate superabsorbent polymer composition having improved stability	103.12769	10.04.2014	201504315	01.02.2015	654236	21.03.2019	Evonik Corporation
2013P00102 US02	Particulate superabsorbent polymer composition having improved stability	201426969	08.04.2014		15.10.2014	9.375.507	28.06.2016	Evonik Corporation
2013P00102 US02	Particulate superabsorbent polymer composition having improved stability	141567.769	17.01.2014	201403005156	15.10.2014	9.375.507	28.06.2016	Evonik Corporation
2013P00102 US	Process for superabsorbent polymer and crosslinker composition	139341.132	30.12.2011		8.420.567		07.12.2016	Evonik Corporation
2013P00102 US	Process for superabsorbent polymer and crosslinker composition	2014-079807	03.12.2012	2014-0107491	04.09.2014	1686309	17.12.2016	Evonik Corporation
2013P00102 US	Process for superabsorbent polymer and crosslinker composition	1278601.5-1301	03.12.2012	2797972	05.11.2014	2797972	21.09.2016	Evonik Corporation
2013P00102 US	Process for superabsorbent polymer and crosslinker composition	602012023336.2	03.12.2012	2797972	05.11.2014	2797972	21.09.2016	Evonik Corporation
2013P00102 US	Process for superabsorbent polymer and crosslinker composition	1279601.5-1301	03.12.2012	2797972	05.11.2014	2797972	21.09.2016	Evonik Corporation
2013P00102 US	Particulate superabsorbent polymer composition having improved performance	112013024336.8	28.03.2012	BR112013024336.8	07.01.2014	112013024336.8	11.02.2020	Evonik Corporation
2013P00102 TW	Particulate superabsorbent polymer composition having improved performance	101113880	19.04.2012	201304875	01.02.2013	653454	01.06.2016	Evonik Corporation
2013P00102 GC	Particulate superabsorbent polymer composition having improved performance	2012221082	18.04.2012		GC0005649		01.09.2017	Evonik Corporation
2013P00102 US	Particulate superabsorbent polymer composition having improved performance	13081.844	21.04.2011	20120267570	25.10.2012	8.802.786	12.08.2014	Evonik Corporation
2013P00102 US	Particulate superabsorbent polymer composition having improved performance	20128001906.3	28.03.2012	103547603	29.01.2014	103547603	25.11.2015	Evonik Corporation
2013P00102 US	Particulate superabsorbent polymer composition having improved performance	2014-505563	28.03.2012		5717917		27.03.2015	Evonik Corporation
2013P00102 US	Particulate superabsorbent polymer composition having improved performance	10-2013-008037	28.03.2012		10-1827038		01.02.2018	Evonik Corporation
2013P00102 US	Particulate superabsorbent polymer composition having improved performance	14321.929	02.07.2014	20140316040	23.10.2014	9.102.806	11.06.2015	Evonik Corporation
2013P00102 US	Particulate superabsorbent polymer composition having improved performance	12711390.0-1301	28.03.2012	2699603	26.02.2014	2699608	03.12.2014	Evonik Corporation
2013P00102 US	Particulate superabsorbent polymer composition having improved performance	12711390.0-1301	28.03.2012	2699608	26.02.2014	2699608	03.12.2014	Evonik Corporation
2013P00102 US	Particulate superabsorbent polymer composition having improved performance	602012004136.6	28.03.2012	2699608	26.02.2014	2699608	03.12.2014	Evonik Corporation

Appendix A

[Internal]





Internal File No	Title	Application No.	Application Date	Publication No.	Publication Date	Grant No.	Grant Date	Applicant
2008P00404WOCN	RECYCLING SUPERABSORBENT POLYMER FIBRES	P0902020-5	13.10.2009	P0902020-5	06.12.2011	P0902020-5	09.07.2011	Evonik Corporation
2008P00404WOCN	RECYCLING SUPERABSORBENT POLYMER FIBRES	20090014254.4	13.10.2009	102197057	21.09.2011	102197057	15.04.2015	Evonik Corporation
2008P00404WOJP	RECYCLING SUPERABSORBENT POLYMER FIBRES	2011-532584	13.10.2009	2012-506462	15.03.2012	5848210	23.05.2014	Evonik Corporation
2008P00404WOKR	RECYCLING SUPERABSORBENT POLYMER FIBRES	2011-7011927	13.10.2009	2012-506462	15.03.2012	5848210	23.05.2014	Evonik Corporation
2008P00404 US03	RECYCLING SUPERABSORBENT POLYMER FIBRES	13673.189	22.10.2009	20130079221	28.03.2013	8,487,049	16.07.2013	Evonik Corporation
2008P00404WEDE	RECYCLING SUPERABSORBENT POLYMER FIBRES	09735905.2-1303	13.10.2009	2340265	06.07.2011	2340265	21.01.2015	Evonik Corporation
2008P00404WEFR	RECYCLING SUPERABSORBENT POLYMER FIBRES	602030926994.0	13.10.2009	2340265	06.07.2011	2340265	21.01.2015	Evonik Corporation
2008P00404WOCN	RECYCLING SUPERABSORBENT POLYMER FIBRES	09735905.2-1303	13.10.2009	2340265	06.07.2011	2340265	21.01.2015	Evonik Corporation
2008P00404WOCN	RECYCLING SUPERABSORBENT POLYMER FIBRES	122019005902.0	13.10.2009	2340265	06.07.2011	2340265	21.01.2015	Evonik Corporation
2008P00404WOCN	RECYCLING SUPERABSORBENT POLYMER FIBRES	602030950643.1	13.10.2009	2340265	06.07.2011	2340265	21.01.2015	Evonik Corporation
2008P00403WEDE	METHOD OF MAKING SAME	09736904.5-1303	13.10.2009	2334344	22.06.2011	2334344	21.02.2016	Evonik Corporation
2008P00403WEDE	METHOD OF MAKING SAME	09736904.5-1303	13.10.2009	2334344	22.06.2011	2334344	21.02.2016	Evonik Corporation
2008P00403 GC	SUPERABSORBENT POLYMER CONTAINING CLAY, PARTICULATE, AND	2009114525	19.10.2009					Evonik Corporation
2008P00403 TW	SUPERABSORBENT POLYMER CONTAINING CLAY, PARTICULATE, AND	98135212	19.10.2009	201026756	16.07.2010	1526478	21.03.2016	Evonik Corporation
2008P00403WOCN	SUPERABSORBENT POLYMER CONTAINING CLAY, PARTICULATE, AND	P09020242-0	13.10.2009			P09020242-0	29.12.2020	Evonik Corporation
2008P00403WOCN	SUPERABSORBENT POLYMER CONTAINING CLAY, PARTICULATE, AND	200990141534.3	13.10.2009	102186508	14.09.2011	102186508	02.07.2014	Evonik Corporation
2008P00403WOJP	SUPERABSORBENT POLYMER CONTAINING CLAY, PARTICULATE, AND	2011-531483	13.10.2009	20125059404	08.03.2012	5380541	04.10.2013	Evonik Corporation
2008P00403WOCN01	SUPERABSORBENT POLYMER CONTAINING CLAY, PARTICULATE, AND	201410214950.4	13.10.2009	104072928	01.10.2014	104072928	12.04.2017	Evonik Corporation
2008P00403WOKR	SUPERABSORBENT POLYMER CONTAINING CLAY, PARTICULATE, AND	2011-7011183	13.10.2009			1647165	03.08.2016	Evonik Corporation
2008P00205WEFR	Superabsorbent Binder Polymer Composition	08850208.7-1304	30.11.2008	1966257	04.10.2007	1966257	10.09.2014	Evonik Corporation
2008P00205WEDE	Superabsorbent Binder Polymer Composition	602006043033.7	30.11.2008	1966257	04.10.2007	1966257	10.09.2014	Evonik Corporation
2008P00205WEDE	Superabsorbent Binder Polymer Composition	08850208.7-1304	30.11.2008	1966257	04.10.2007	1966257	10.09.2014	Evonik Corporation
2008P00205 US01	Superabsorbent Binder Polymer Composition	11561.145	17.11.2008	20070129517	07.06.2007	7,335,713	26.02.2008	Evonik Corporation
2008P00205WOKR	Superabsorbent Binder Polymer Composition	10-2008-7016168	30.11.2008			10-1433681	19.08.2014	Evonik Corporation
2008P00205 TW01	Superabsorbent Binder Polymer Composition	95144811	01.12.2008	2007738811	16.10.2007	938473	11.08.2013	Evonik Corporation
2008P00205WOCN	Superabsorbent Binder Polymer Composition	20080045963	30.11.2008			101356202	25.05.2011	Evonik Corporation
2008P00205WOJP	Superabsorbent Binder Polymer Composition	2008-543574	30.11.2008			5231240	29.03.2013	Evonik Corporation
2007P00913 US	High Permeability Superabsorbent Polymer Compositions	11690.611	23.03.2007	20080234420	25.09.2008	8,236,834	07.08.2012	Evonik Corporation
2007P00913WOKR	High Permeability Superabsorbent Polymer Compositions	10-2007-7019819	28.12.2007			10-1502310	09.03.2015	Evonik Corporation
2007P00913WOCN	High Permeability Superabsorbent Polymer Compositions	20078005233.3	28.12.2007	101679648	23.09.2009	101679648	07.08.2013	Evonik Corporation
2007P00913WOJP01	High Permeability Superabsorbent Polymer Compositions	2014-125390	28.12.2007	2014-198853	23.10.2014	5844852	27.11.2015	Evonik Corporation
2007P00913WEDE	High Permeability Superabsorbent Polymer Compositions	07870038.2-1308	28.12.2007	2137240	30.12.2009	2137240	17.10.2018	Evonik Corporation
2007P00913WEDE	High Permeability Superabsorbent Polymer Compositions	602007056553.7	28.12.2007	2137240	30.12.2009	2137240	17.10.2018	Evonik Corporation
2007P00913WEFR	High Permeability Superabsorbent Polymer Compositions	07870038.2-1308	28.12.2007	2137240	30.12.2009	2137240	17.10.2018	Evonik Corporation
2007P00909 TW	SUPERABSORBENT POLYMER COMPOSITIONS HAVING COLOR STABILITY	97122668	18.06.2008			1406875	01.09.2013	Evonik Corporation
2007P00909WOCN	SUPERABSORBENT POLYMER COMPOSITIONS HAVING COLOR STABILITY	200780053791.2	28.12.2007	101802029	11.08.2010	101802029	10.10.2012	Evonik Corporation
2007P00909WOJP	SUPERABSORBENT POLYMER COMPOSITIONS HAVING COLOR STABILITY	2010-516971	28.12.2007			5164229	28.12.2012	Evonik Corporation
2007P00909WOKR	SUPERABSORBENT POLYMER COMPOSITIONS HAVING COLOR STABILITY	10-2010-7001034	28.12.2007			10-1474229	12.12.2014	Evonik Corporation
2007P00909 US02	SUPERABSORBENT POLYMER COMPOSITIONS HAVING COLOR STABILITY	132956.881	15.11.2011	20120083411	05.04.2012	8,236,876	07.08.2012	Evonik Corporation
2007P00909WEDE	SUPERABSORBENT POLYMER COMPOSITIONS HAVING COLOR STABILITY	07860086.7-1354	28.12.2007	2167552	31.03.2010	2167552	07.02.2018	Evonik Corporation
2007P00909WEFR	SUPERABSORBENT POLYMER COMPOSITIONS HAVING COLOR STABILITY	07860086.7-1354	28.12.2007	2167552	31.03.2010	2167552	07.02.2018	Evonik Corporation
2007P00909WEDE	SUPERABSORBENT POLYMER COMPOSITIONS HAVING COLOR STABILITY	602007053897.1	28.12.2007	2167552	31.03.2010	2167552	07.02.2018	Evonik Corporation
2005P40017 US	Superabsorbent Polymer Compositions	117301.359	12.12.2005	2007-135554	14.06.2007	7,812,082	12.10.2010	Evonik Corporation
2005P40017WEFR	Superabsorbent Polymer Compositions	06846552.5-1302	11.12.2005	1969053	17.09.2008	1969053	07.05.2014	Evonik Corporation
2005P40017WEDE	Superabsorbent Polymer Compositions	602006041534.6	11.12.2005	1969053	17.09.2008	1969053	07.05.2014	Evonik Corporation
2005P40017WEDE	Superabsorbent Polymer Compositions	06846552.5-1302	11.12.2005	1969053	17.09.2008	1969053	07.05.2014	Evonik Corporation
2005P40017WOKR	Superabsorbent Polymer Compositions	10-2008-7014000	11.12.2005			10-1297064	09.08.2013	Evonik Corporation
2005P40017WOCN	Superabsorbent Polymer Compositions	20080046568	11.12.2005	101326234	17.12.2008	101326234	18.07.2012	Evonik Corporation
2005P40017WOJP	Superabsorbent Polymer Compositions	2008-544674	11.12.2005			5557268	13.06.2014	Evonik Corporation
2004P40022 US01	Saugfähige Materialien und Artikel	12636.440	11.12.2009	2010114050	06.05.2010	8,269,080	19.09.2012	Evonik Corporation

Internal File No.	Title	Application No.	Application Date	Publication No.	Publication Date	Grant No.	Grant Date	Applicant
2004P40022 US	Saugfähige Materialien und Artikel	10/631,916	31.07.2004	2005-027268	03.02.2005	7,695,401	13.04.2010	Evonik Corporation
2004P40022 TW	Saugfähige Materialien und Artikel	93/21239	21.10.2004	200503861	01.02.2006	284300	21.10.2006	Evonik Corporation
2004P40022WOCR	Saugfähige Materialien und Artikel	10-2006-7022-190	02.04.2004		10-0660704		22.09.2008	Evonik Corporation
2004P40022WOLP	Saugfähige Materialien und Artikel	2006-527-810	02.04.2004	2007-50765	18.01.2007	4731478	28.04.2011	Evonik Corporation
2004P40022WOCN	Saugfähige Materialien und Artikel	200480028604.1	02.04.2004	1859332	09.09.2009	100536931	09.09.2009	Evonik Corporation
2004P40021 TW	SUPERABSORBENT POLYMER HAVING INCREASED RATE OF WATER ABSORPTION	93139321	17.12.2004	200533324	16.10.2005	1355262	01.01.2012	Evonik Corporation
2004P40021WOLP	SUPERABSORBENT POLYMER HAVING INCREASED RATE OF WATER ABSORPTION	2006-545439	16.12.2004		5336704		09.08.2013	Evonik Corporation
2004P40021 US	SUPERABSORBENT POLYMER HAVING INCREASED RATE OF WATER ABSORPTION	10/741,271	19.12.2003	2005-137546	23.06.2005	7,163,966	16.01.2007	Evonik Corporation
2004P40021WEBE	SUPERABSORBENT POLYMER HAVING INCREASED RATE OF WATER ABSORPTION	04814478-5-1455	16.12.2004	1694372	30.08.2006	1694372	23.08.2017	Evonik Corporation
2004P40021WEDE	SUPERABSORBENT POLYMER HAVING INCREASED RATE OF WATER ABSORPTION	602004051710.0	16.12.2004	1694372	30.08.2006	1694372	23.08.2017	Evonik Corporation
2004P40021WEFR	SUPERABSORBENT POLYMER HAVING INCREASED RATE OF WATER ABSORPTION	04814478-5-1455	16.12.2004	1694372	30.08.2006	1694372	23.08.2017	Evonik Corporation
2004P40021WOCN	SUPERABSORBENT POLYMER HAVING INCREASED RATE OF WATER ABSORPTION	200480036430.3	16.12.2004	1689987	03.01.2007	100443125	17.12.2008	Evonik Corporation
2004P40020WEDE	SUPERABSORBENT POLYMER AQUEOUS PASTE AND COATING	602004050975.2	14.10.2004	1673405	28.06.2006	1673405	22.03.2017	Evonik Corporation
2004P40020WEFR	SUPERABSORBENT POLYMER AQUEOUS PASTE AND COATING	04795198-3-1303	14.10.2004	1673405	28.06.2006	1673405	22.03.2017	Evonik Corporation
2004P40020WEBE	SUPERABSORBENT POLYMER AQUEOUS PASTE AND COATING	04795198-3-1303	14.10.2004	1673405	28.06.2006	1673405	22.03.2017	Evonik Corporation
2004P40020 US	SUPERABSORBENT POLYMER AQUEOUS PASTE AND COATING	10/685,080	14.10.2004	2005-080182	14.04.2005	7,163,969	16.01.2007	Evonik Corporation
2004P40019WEDE	SUPERABSORBENT POLYMER HAVING DELAYED FREE WATER ABSORPTION	602004044760.9	10.11.2004	1682195	28.07.2006	1682195	02.04.2014	Evonik Corporation
2004P40019WEFR	SUPERABSORBENT POLYMER HAVING DELAYED FREE WATER ABSORPTION	04800944-3-1456	10.11.2004	1682195	28.07.2006	1682195	02.04.2014	Evonik Corporation
2004P40019WEBE	SUPERABSORBENT POLYMER HAVING DELAYED FREE WATER ABSORPTION	04800944-3-1456	10.11.2004	1682195	28.07.2006	1682195	02.04.2014	Evonik Corporation
2004P40019WOLP	SUPERABSORBENT POLYMER HAVING DELAYED FREE WATER ABSORPTION	2006-539774	10.11.2004		4880476		09.12.2011	Evonik Corporation
2004P40019 US	SUPERABSORBENT POLYMER HAVING DELAYED FREE WATER ABSORPTION	10/706,569	12.11.2003	2006-173097	03.08.2006	7,519,402	25.08.2009	Evonik Corporation
2004P40019WOCN	SUPERABSORBENT POLYMER HAVING DELAYED FREE WATER ABSORPTION	200480040089	10.11.2004	1901945	24.01.2007	100448573	20.05.2009	Evonik Corporation
2004P40019 TW	SUPERABSORBENT POLYMER HAVING DELAYED FREE WATER ABSORPTION	93134096	09.11.2004	200529894	16.09.2005	1365999	11.08.2012	Evonik Corporation
2004P40017WOCN01	SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	201210048436.9	23.04.2004	1027024.18	03.10.2012	1027024.18	20.01.2016	Evonik Corporation
2004P40017WEFR	SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	04760377-4-2102	23.04.2004	1622655	08.02.2006	1622655	24.08.2011	Evonik Corporation
2004P40017WEBE	SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	60200404127.4	23.04.2004	1622655	08.02.2006	1622655	24.08.2011	Evonik Corporation
2004P40017WEDE	SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	04760377-4-2102	23.04.2004	1622655	08.02.2006	1622655	24.08.2011	Evonik Corporation
2004P40017 US	SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	10/624,195	25.04.2003	2004-214946	28.10.2004	7,169,843	30.01.2007	Evonik Corporation
2004P40017 TW	SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	11/562,760	22.11.2006	2007-167660	19.07.2007	7,795,345	14.09.2010	Evonik Corporation
2004P40017 WOLP	SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	93111068	21.04.2004	200502011	16.01.2005	1314462	11.09.2009	Evonik Corporation
2004P40017WOCN	SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	P10409725-4	23.04.2004	P10409725	02.05.2006	P10409725-4	31.01.2017	Evonik Corporation
2004P40017WEFR	SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	2006-513236	23.04.2004		5041807		20.07.2012	Evonik Corporation
2004P40017WEBE	REDUCED-EMISSIONS FOSSIL-FUELED SYSTEM	04759075-1-1605	01.04.2004	1620678	01.02.2006	1620678	19.05.2019	Evonik Corporation
2004P40017WEDE	REDUCED-EMISSIONS FOSSIL-FUELED SYSTEM	04759075-1-1605	01.04.2004	1620678	01.02.2006	1620678	19.05.2019	Evonik Corporation
2004P40016WEBE	REDUCED-EMISSIONS FOSSIL-FUELED SYSTEM	04758075-1-1605	01.04.2004	1620678	01.02.2006	1620678	19.05.2019	Evonik Corporation
2004P40016WEDE	REDUCED-EMISSIONS FOSSIL-FUELED SYSTEM	60200405067.6	01.04.2004	1620678	01.02.2006	1620678	19.05.2019	Evonik Corporation
2004P40016WOLP	REDUCED-EMISSIONS FOSSIL-FUELED SYSTEM	04758075-1-1605	01.04.2004	1620678	01.02.2006	1620678	19.05.2019	Evonik Corporation
2004P40016 US02	REDUCED-EMISSIONS FOSSIL-FUELED SYSTEM	12/577,317	12.10.2009	2010002687	04.02.2010	8,257,451	04.09.2012	Evonik Corporation
2004P40016 US04	REDUCED-EMISSIONS FOSSIL-FUELED SYSTEM	12/577,340	12.10.2009	2010002687	04.02.2010	8,257,451	04.09.2012	Evonik Corporation
2004P40016WOCN	REDUCED-EMISSIONS FOSSIL-FUELED SYSTEM	1115ULUMN/2005	01.04.2004		219047		21.04.2008	Evonik Corporation
2004P40016WOCN	REDUCED-EMISSIONS FOSSIL-FUELED SYSTEM	200480018606 X	01.04.2004		2,521,584		31.07.2012	Evonik Corporation
2004P40016 US03	REDUCED-EMISSIONS FOSSIL-FUELED SYSTEM	12/577,301	12.10.2009	20100024290	04.02.2010	8,425,631	23.04.2013	Evonik Corporation

[Internal]

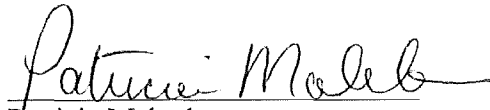
## Appendix A

Internal File No	Title	Application No	Application Date	Publication No	Publication Date	Grant No	Grant Date	Applicant
2003P40015 TW	SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	93132928	29.10.2004	200520797	01.07.2005	281869	01.06.2007	Evonik Corporation
2003P40015 US/3	SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	13939 567	11.07.2013	20130310251	21.11.2013	8,693,881	11.11.2014	Evonik Corporation
2003P40015WEBE	SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	04796893.3-1303	28.10.2004	1680460	19.07.2006	1680460	21.09.2016	Evonik Corporation
2003P40015WEDE	SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	602004049989.7	28.10.2004	1680460	19.07.2006	1680460	21.09.2016	Evonik Corporation
2003P40015WEFR	SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	04796893.3-1303	28.10.2004	1680460	19.07.2006	1680460	21.09.2016	Evonik Corporation
2003P40015 US	SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	10/699 205	31.10.2003	2005-096435	05.05.2005	7,173,086	06.02.2007	Evonik Corporation
2003P40015WOCN	SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	200480039464.8	28.10.2004	1902265	24.01.2007	ZL200480039464.8	22.04.2009	Evonik Corporation
2003P40015WOBR	SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	P10416100-9	28.10.2004	P10416100	02.01.2007	P10416100-9	24.11.2015	Evonik Corporation
2003P40015WOJP	SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	2006-538268	28.10.2004			5188710	01.02.2013	Evonik Corporation
2003P40013 TW	Superabsorbent Polymer With Slow Absorption Times	60200404878.1.3	10.09.2004	1675630	05.07.2006	1675630	09.03.2016	Evonik Corporation
2003P40013 WOJP	Superabsorbent Polymer With Slow Absorption Times	93125159	31.08.2004	200523307	16.07.2005	1318992	01.01.2010	Evonik Corporation
2003P40013 WOCN	Superabsorbent Polymer With Slow Absorption Times	2006-526366	10.09.2004			4810635	02.09.2011	Evonik Corporation
2003P40013 US	Superabsorbent Polymer With Slow Absorption Times	200480033360.6	10.09.2004	1878576	13.12.2006	100417422	10.09.2008	Evonik Corporation
2003P40013 WEDE	Superabsorbent Polymer With Slow Absorption Times	10/660 982	12.09.2003	2005-059762	17.03.2005	7,285,614	23.10.2007	Evonik Corporation
2001P40025WOCN	Superabsorbent Polymer With Slow Absorption Times	04783863.6-1308	10.09.2004	1675630	05.07.2006	1675630	09.03.2016	Evonik Corporation
2001P40025WOCA	Cellulose material with improved absorbency	2,460,152	12.09.2002	2,460,152	27.03.2003	2,460,152	27.10.2009	Evonik Corporation
2001P40025WESE	Cellulose material with improved absorbency	02798791.6-2115	12.09.2002	1438354	21.07.2004	1438354	03.11.2010	Evonik Corporation

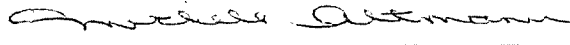
# AFFIDAVIT

*State of New Jersey*  
*County of Morris*

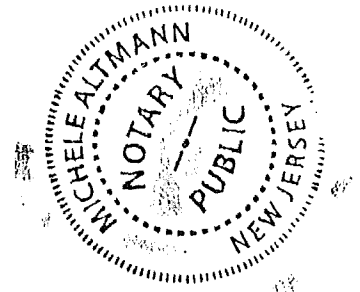
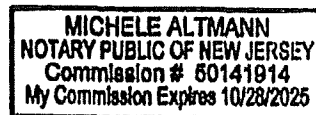
I, Patricia Malcolm, a Notary Public in and for said State, hereby certify that on February 14, 2020, Mr. Noah Fisette was appointed Evonik Corporation's lawful attorney-in-fact and he has the legal authority to singularly represent the Corporation and execute any agreements, documents or instruments regarding the Corporation since the date that he was delegated the Power of Attorney.

  
Patricia Malcolm

Subscribed and sworn to before me this 13th day of October 2021.



Notary Public



## EVONIK CORPORATION

### POWER OF ATTORNEY

The undersigned, Evonik Corporation, an Alabama corporation (the "Principal") whose principal place of business is at 299 Jefferson Road, Parsippany, New Jersey 07054, hereby appoints Mr. Noah Fisette, Assistant Company Secretary of Evonik Corporation, its lawful attorney-in-fact to act for and on its behalf, with signatory power, to execute and deliver the following documents:

*All intellectual property documents, which are not prepared by the signatory, including, for example, assignments, power of attorneys, and other documentation necessary for use with patent offices, such as the US patent office (USPTO), European Patent office (EPO), German Patent office (DMPA), World Intellectual Property Office (WIPO) and other patent offices of various countries; as well as correspondence with national and foreign law firms*

Said attorney-in-fact shall have full authority to make, acknowledge, execute and deliver for the Principal and in its name all documents and other instruments which are necessary or appropriate with respect to the subject matter hereof with the same effect as though the Principal was personally present and acting for itself, hereby ratifying and confirming all that the said undersigned attorney-in-fact may do pursuant to this limited power. Said attorney in fact may also delegate to the following individuals Ms. Heike Schneider, Mr. Jason Ngui, Ms. Linda Li, Ms. Brittany La, and Mr. Andrew Chung in the IPM Group such rights as identified above with respect to the subject matter hereof.

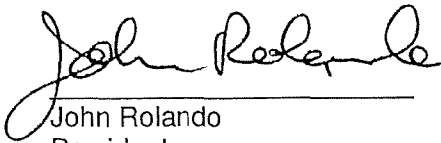
To induce any third party to act in accordance herewith, it is hereby agreed that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder and the Principal agrees to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

This Power of Attorney may be terminated by the Principal, or said attorney-in-fact, as the case may be, at any time and for any reason upon (3) days written notice.

IN WITNESS WHEREOF on behalf of the Principal, I have hereunto set my hand this 14<sup>th</sup> day of February 2020.

EVONIK CORPORATION

By:

  
John Rolando  
President

# AFFIDAVIT

*State of New Jersey  
County of Morris*

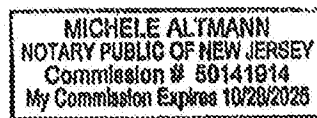
I, Patricia Malcolm, a Notary Public in and for said State, hereby certify that Gregory J. Mulligan was appointed on February 9, 2021, respectively, as Manager of Evonik **2401 Doyle Street,** Superabsorber LLC, a Delaware limited liability company, with an address at ~~299 Jefferson~~ **Greensboro, North Carolina 27406** ~~299 Jefferson Road, Parsippany, New Jersey 07054, USA~~ and he has the legal authority to singularly represent the Company and execute any agreements, documents or instruments regarding the Company since the date that he was elected until today. \$7 2/3/2022

  
Patricia Malcolm

Subscribed and sworn to before me this 6th day of October 2021.



Notary Public



**UNANIMOUS WRITTEN CONSENT  
IN LIEU OF AN ORGANIZATIONAL MEETING  
BY THE SOLE MEMBER OF  
EVONIK SUPERABSORBER LLC**

The undersigned, being the sole member (the "**Member**") of Evonik Superabsorber LLC, a Delaware Limited Liability Company (the "**Company**"), acting by written consent without a meeting pursuant to Section 18-404 of the Delaware Limited Liability Company Act, hereby adopts the following resolutions in lieu of holding an organizational meeting of the Member of the Company:

**RESOLVED**, that the Certificate of Formation of the Company (the “Certificate”) filed by the organizer of the Company with the Secretary of State of the State of Delaware on February 2, 2021 is hereby ratified, and the Member is hereby instructed to place the same Certificate in the record book of the Company;

**RESOLVED**, that all the actions of the organizer of the Company, taken on behalf of the Company be, and they hereby are, ratified, confirmed, approved and adopted as actions of the Company, and the organizer is absolved from any liability thereof;

**RESOLVED**, that the following persons be, and hereby are elected to serve in the office of the Company set opposite his name, and to hold such office until his respective successor is duly elected and qualified or until her earlier resignation or removal:

John Wnek                                  Manager

Gregory J. Mulligan                      Manager

**RESOLVED**, that the operating agreement for the regulation of the Company, in the form attached hereto as Exhibit A ("**Operating Agreement**"), be, and hereby is, approved and adopted as the Operating Agreement of the Company;

**RESOLVED**, that the fiscal year of the Company shall begin on January 1 and end on December 31 of each year, provided that the initial fiscal year of the Company shall begin as of February 2, 2021;

**RESOLVED**, that for the purpose of authorizing the Company to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for the Company to transact business, any officer of the Company hereby is authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, if applicable, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the Company to transact business therein and whenever it is expedient for the Company to cease doing business therein and withdraw therefrom, to revoke any appointment of agent or attorney for service of process and to file such certificates, reports, revocation of appointment or surrender of authority of the Company to do business in any such state, territory, dependency or country;

**RESOLVED**, that the Member is authorized to take all such further action, as any officer of the Company may deem necessary, proper, convenient or desirable in order to carry out each of the foregoing resolutions and fully to effectuate the purposes and intents thereof, and that all actions taken by any officer of the Company to date, in connection with the foregoing resolutions, or otherwise, are hereby in all respects confirmed, ratified and approved; and

**RESOLVED**, that an executed copy of this Unanimous Written Consent shall be filed with the minutes of the proceedings of the Member(s) and/or the record book of the Company.

**IN WITNESS WHEREOF**, this Unanimous Written Consent has been duly executed by the undersigned sole Member effective as of February 9, 2021, it may be delivered via facsimile, electronic mail (including PDF or any other electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any signature so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

EVONIK CORPORATION



---

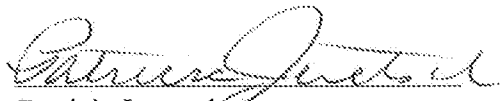
By: Bonnie Tully  
Its: President



# AFFIDAVIT

*State of New Jersey*  
*County of Morris*

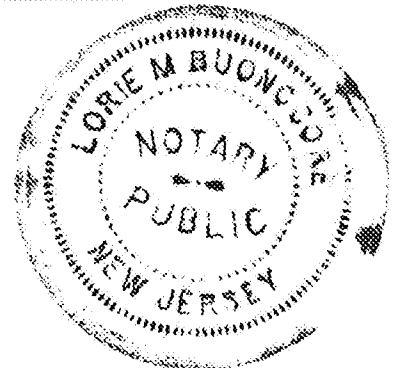
I, Patricia Jenatsch, a Notary Public in and for said State, hereby certify that Bonnie Tully was appointed on October 7, 2021, respectively, as Managing Director of Evonik Superabsorber LLC, a Delaware limited liability company, with an address at 2401 Doyle Street, Greensboro, North Carolina 27406, USA, as stated in the Amended and Restated Limited Liability Company Agreement of Evonik Superabsorber LLC, USA and she has the legal authority to singularly represent the Company and execute any agreements, documents or instruments regarding the Company since the date that she was elected until today.

  
Patricia Jenatsch

Subscribed and sworn to before me this 13th day of February 2023.

  
Notary Public

**LORIE M BUONOCORE**  
ID # 2183971  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires November 16, 2025



**WRITTEN CONSENT  
IN LIEU OF MEETING  
BY THE SOLE MEMBER OF  
EVONIK SUPERABSORBER LLC**

The undersigned, being the sole member (the "**Member**") of Evonik Superabsorber LLC, a Delaware Limited Liability Company (the "**Company**"), acting by written consent without a meeting pursuant to Section 18-302(d) of the Delaware Limited Liability Company Act, hereby adopts the following resolutions:

**RESOLVED**, that the following persons be, and hereby are elected to serve as Managing Directors on the Board of the Company and to hold such position until his or her respective successor is duly elected and qualified or until his or her earlier resignation or removal:

Bonnie Tully	Managing Director
Sonia Bunn-Wecker	Manager Director
Thomas Goebel	Managing Director

**FURTHER RESOLVED**, that the operating agreement for the regulation of the Company, as amended and restated and in the form attached hereto as Exhibit A ("**Operating Agreement**"), be, and hereby is, approved and adopted as the Operating Agreement of the Company; and it is

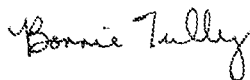
**FURTHER RESOLVED**, that the Member is authorized to take all such further action, as any officer of the Company may deem necessary, proper, convenient or desirable in order to carry out each of the foregoing resolutions and fully to effectuate the purposes and intents thereof, and that all actions taken by any officer of the Company to date, in connection with the foregoing resolutions, or otherwise, are hereby in all respects confirmed, ratified and approved; and it is

**FURTHER RESOLVED**, that an executed copy of this Unanimous Written Consent shall be filed with the minutes of the proceedings of the Member and/or the record book of the Company.

**IN WITNESS WHEREOF**, this Written Consent has been duly executed by the undersigned sole Member effective as of the 7<sup>th</sup> day of October, 2021, and it may be delivered via facsimile, electronic mail (including PDF or any other electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any signature so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**SOLE MEMBER:**

**EVONIK CORPORATION**



\_\_\_\_\_  
By: Bonnie Tully  
Its: President

**EXHIBIT A**  
**AMENDED AND RESTATED LIMITED LIABILITY AGREEMENT**  
**OF EVONIK SUPERABSORBER LLC**

# Amended and Restated Limited Liability Company Agreement of Evonik Superabsorber LLC

This Amended and Restated Limited Liability Company Agreement ("**Agreement**") of Evonik Superabsorber LLC (the "**Company**"), is effective as of October 1, 2021 (the "**Effective Date**").

1. Formation. The Company was formed as a limited liability company on February 2, 2021 by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware pursuant to and in accordance with the Delaware Limited Liability Company Act, as amended from time to time (the "**Act**"). This Agreement shall be considered the "Limited Liability Company Agreement" of the Company within the meaning of the Act. In the event of any inconsistency between any of the terms and conditions in this Agreement and any non-mandatory provision of the Act, the terms and conditions of this Agreement will control.

2. Name. The name of the Company is Evonik Superabsorber LLC.

3. Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.

4. Principal Office; Registered Agent.

(a) Principal Office. The location of the principal office of the Company shall be 2401 Doyle Street, Greensboro, North Carolina 27406 or such other location as the Member may from time to time designate.

(b) Registered Agent. The registered agent of the Company for service of process in the State of Delaware and the registered office of the Company in the State of Delaware shall be that person and location reflected in the Certificate of Formation. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Member shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

5. Member.

(a) Member. Evonik Corporation (the "**Member**") owns 100% of the membership interests in the Company. The name and the business, residence or mailing address of the Member are as follows:

Name	Address
Evonik Corporation	299 Jefferson Road Parsippany, NJ 07054

- (b) Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.
6. Membership Interests; Certificates. The Company will not issue any certificates to evidence ownership of the membership interests.
7. Management of Company.
- (a) Board of Directors. The business and affairs of the Company shall be managed by or under the direction of a Board of one or more Managing Directors designated by the Member. The Member may determine at any time in its sole and absolute discretion the number of Managing Directors to constitute the Board. The authorized number of Managing Directors may be increased or decreased by the Member at any time in its sole and absolute discretion, upon notice to all Managing Directors. The minimum number of Managing Directors shall be two (2). Each Managing Director elected, designated or appointed by the Member shall hold office until a successor is elected and qualified or until such Managing Director's earlier death, resignation, expulsion or removal.
- (b) Authority and Powers. The Board of Managing Directors shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise. Any action taken by the Board of Managing Directors shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Board of Managing Directors as set forth in this Agreement. Each Manager is hereby designated as a "manager" of the Company within the meaning of Section 18-101(10) of the Act.
- (c) Meetings of the Board of Managing Directors. The Board of Managing Directors of the Company may hold meetings, both regular and special, within or outside the State of Delaware. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings may be held upon notice at such time and at such place as set forth in the notice.
- (d) Quorum; Acts of the Board. At all meetings of the Board, a majority of the Managing Directors shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managing Directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Managing Directors present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the

case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee, as the case may be.

(e) Electronic Communications. Members of the Board, or any committee designated by the Board, may participate in meetings of the Board, or any committee, by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the principal place of business of the Company.

(f) Committees. The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the Managing Directors of the Company. The Board may designate one or more Managing Directors as alternate members of any committee, who may replace any absent member at any meeting of the committee.

(g) Compensation of Managing Directors. The Board shall have the authority to fix the compensation of Managing Directors. The Managing Directors may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Managing Director. No such payment shall preclude any Managing Director from serving the Company in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

(h) Removal of Managing Directors. Unless otherwise restricted by law any Managing Director or the entire Board of Managing Directors may be removed or expelled, with or without cause, at any time by the Member and any vacancy caused by any such removal or expulsion may be filled by action of the Member.

(i) Managing Directors as Agents. To the extent of their powers set forth in this Agreement, the Managing Directors are agents of the Company for the purpose of the Company's business, and the actions of the Managing Directors taken in accordance with such powers set forth in this Agreement shall bind the Company. Notwithstanding the last sentence of Section 18-402 of the Act, except as provided in this Agreement or in a resolution of the Managing Directors, no Managing Director may bind the Company.

8. Officers.

(a) Officers. The Officers of the Company shall be chosen by the Board and the Board of Managing Directors may assign any title to such Officers, including the title "General Managers" as it shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. Any number of offices may be held by the same person. The Officers of the Company shall hold office until their successors are chosen and qualified. Any Officer may be removed at any time, with or without cause, by

the affirmative vote of a majority of the Board. Any vacancy occurring in any office of the Company shall be filled by the Board.

(b) Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business and actions of the Officers taken in accordance with such powers shall bind the Company.

9. Other Activities. The Managing Directors and the Member may engage or invest in, and devote their time to, any other business venture or activity of any nature and description (independently or with others), whether or not such other activity may be deemed or construed to be in competition with the Company. The Company shall not have any right by virtue of this Agreement or the relationship created hereby in or to such other venture or activity of the Managing Directors or the Member (or to the income or proceeds derived therefrom), and the pursuit thereof, even if competitive with the business of the Company, shall not be deemed wrongful or improper.

10. Standards of Conduct. Whenever the Board of Managers or any person to whom the Board delegates authority or responsibility pursuant to Section 8, (each, an "Authorized Delegate") acts on behalf of the Company, the Board and the Authorized Delegate, shall, in the performance of the Board's or such Authorized Delegate's duties, be fully protected (including, without limitation, to the fullest extent provided under Section 18-407 of the Act) in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any of the Company's officers or employees or Authorized Delegates, or by any other person as to matters the Board or such Authorized Delegate reasonably believes are within such other person's professional or expert competence. The provisions of this Agreement, to the extent that they restrict the duties of the Board or an Authorized Delegate otherwise existing at law or in equity, replace such other duties to the greatest extent permitted under applicable law.

11. Limited Liability; Indemnification.

(a) Limited Liability. Except as otherwise required in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member, the Board of Directors nor any Authorized Delegate shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member or participating in the management of the Company.

(b) Indemnification. The Company shall indemnify and hold harmless the Member, the Managing Directors and each Authorized Delegate to the fullest extent permitted by law from and against any and all damages, liabilities, losses, costs and expenses (including attorneys' fees and disbursements), judgments, fines, settlements, and other amounts (collectively, "Costs") arising from any and all claims, demands, actions, suits, or proceedings (civil, criminal, administrative, or investigative) (collectively, "Actions") in which the Member, the Managing Directors or an Authorized Delegate may be involved, or threatened to be involved as a party or otherwise, relating to the performance

or nonperformance of any act concerning the activities of the Company; provided, however, that such indemnification (i) shall be for alleged acts or omissions made by the Managing Directors in their capacity as Managing Directors or an Authorized Delegate in its official capacity and (ii) shall include indemnification for negligence, but exclude indemnification (A) for acts or omissions involving gross negligence, actual fraud or willful misconduct or (B) with respect to any transaction from which the indemnitee derived an improper personal benefit. The right to indemnification conferred in this Section 11(b) shall include the right to be paid by the Company the expenses (including attorneys' fees) incurred in defending any action in advance of its final disposition (an "advancement of expenses") and shall not be exclusive of any other right that the Member, the Managing Directors or an Authorized Delegate may have or hereafter may acquire under any statute, agreement, action of the Member, the Board of Directors or Authorized Delegate or otherwise. The right to indemnification and to the advancement of expenses conferred in this Section 11(b) shall be a contract right, and such right shall continue as to an indemnitee who has ceased to be a Member, Managing Director or an Authorized Delegate and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Notwithstanding the foregoing, any and all indemnification and advancement of expenses obligations of the Company shall be satisfied only from the assets of the Company, and the Member shall have no liability or responsibility therefore.

12. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 06.

13. Capital Contributions. The Member has contributed such cash, property or services to the Company as reflected on the books and records of the Company.

14. Tax Status; Income and Deductions.

(a) Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

(b) Income and Deductions. All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.

15. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Board of Directors.

16. Dissolution; Liquidation.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member or (ii) any other event or



circumstance giving rise to the dissolution of the Company under Section 18-801 of the Act, unless the Company's existence is continued pursuant to the Act.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Member.

(d) Upon the completion of the winding up of the Company, the Member shall file a Certificate of Cancellation in accordance with the Act.

17. Miscellaneous.

(a) Amendments. Amendments to this Agreement may be made only with the consent of the Member.

(b) Governing Law. This Agreement shall be governed by the laws of the State of Delaware.

(c) Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the date first above written.

MEMBER:

---

Evonik Corporation  
By: Bonnie Tully  
Its: President

COMPANY:

Evonik Superabsorber LLC, a Delaware  
limited liability company

---

Evonik Corporation,  
the Company's sole member  
By: Bonnie Tully  
Its: President

# Evonik Superabsorber LLC Written Consent of the Sole Member

Final Audit Report

2021-10-07

Created:	2021-10-06
By:	Patricia Malcolm (patricia.malcolm@evonik.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0epFI_YWuPlfekugBrzusuqb12OYqMFD

## "Evonik Superabsorber LLC Written Consent of the Sole Member" History

-  Document created by Patricia Malcolm (patricia.malcolm@evonik.com)  
2021-10-06 - 11:24:25 PM GMT - IP address: 12.154.142.111
-  Document emailed to Tully Bonnie (bonnie.tully@evonik.com) for signature  
2021-10-06 - 11:26:11 PM GMT
-  Email viewed by Tully Bonnie (bonnie.tully@evonik.com)  
2021-10-07 - 11:19:00 AM GMT - IP address: 149.216.204.102
-  Document e-signed by Tully Bonnie (bonnie.tully@evonik.com)  
Signature Date: 2021-10-07 - 11:20:07 AM GMT - Time Source: server- IP address: 149.216.204.102
-  Agreement completed.  
2021-10-07 - 11:20:07 AM GMT

# Amended and Restated Limited Liability Company Agreement of Evonik Superabsorber LLC

This Amended and Restated Limited Liability Company Agreement ("**Agreement**") of Evonik Superabsorber LLC (the "**Company**"), is effective as of October 1, 2021 (the "**Effective Date**").

1. Formation. The Company was formed as a limited liability company on February 2, 2021 by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware pursuant to and in accordance with the Delaware Limited Liability Company Act, as amended from time to time (the "**Act**"). This Agreement shall be considered the "Limited Liability Company Agreement" of the Company within the meaning of the Act. In the event of any inconsistency between any of the terms and conditions in this Agreement and any non-mandatory provision of the Act, the terms and conditions of this Agreement will control.

2. Name. The name of the Company is Evonik Superabsorber LLC.

3. Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.

4. Principal Office; Registered Agent.

(a) Principal Office. The location of the principal office of the Company shall be 2401 Doyle Street, Greensboro, North Carolina 27406 or such other location as the Member may from time to time designate.

(b) Registered Agent. The registered agent of the Company for service of process in the State of Delaware and the registered office of the Company in the State of Delaware shall be that person and location reflected in the Certificate of Formation. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Member shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

5. Member.

(a) Member. Evonik Corporation (the "**Member**") owns 100% of the membership interests in the Company. The name and the business, residence or mailing address of the Member are as follows:

Name	Address
Evonik Corporation	299 Jefferson Road Parsippany, NJ 07054

- (b) Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.
6. Membership Interests; Certificates. The Company will not issue any certificates to evidence ownership of the membership interests.
7. Management of Company.
- (a) Board of Directors. The business and affairs of the Company shall be managed by or under the direction of a Board of one or more Managing Directors designated by the Member. The Member may determine at any time in its sole and absolute discretion the number of Managing Directors to constitute the Board. The authorized number of Managing Directors may be increased or decreased by the Member at any time in its sole and absolute discretion, upon notice to all Managing Directors. The minimum number of Managing Directors shall be two (2). Each Managing Director elected, designated or appointed by the Member shall hold office until a successor is elected and qualified or until such Managing Director's earlier death, resignation, expulsion or removal.
- (b) Authority and Powers. The Board of Managing Directors shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise. Any action taken by the Board of Managing Directors shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Board of Managing Directors as set forth in this Agreement. Each Manager is hereby designated as a "manager" of the Company within the meaning of Section 18-101(10) of the Act.
- (c) Meetings of the Board of Managing Directors. The Board of Managing Directors of the Company may hold meetings, both regular and special, within or outside the State of Delaware. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings may be held upon notice at such time and at such place as set forth in the notice.
- (d) Quorum; Acts of the Board. At all meetings of the Board, a majority of the Managing Directors shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managing Directors present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Managing Directors present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the

case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee, as the case may be.

(e) Electronic Communications. Members of the Board, or any committee designated by the Board, may participate in meetings of the Board, or any committee, by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the principal place of business of the Company.

(f) Committees. The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the Managing Directors of the Company. The Board may designate one or more Managing Directors as alternate members of any committee, who may replace any absent member at any meeting of the committee.

(g) Compensation of Managing Directors. The Board shall have the authority to fix the compensation of Managing Directors. The Managing Directors may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Managing Director. No such payment shall preclude any Managing Director from serving the Company in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

(h) Removal of Managing Directors. Unless otherwise restricted by law any Managing Director or the entire Board of Managing Directors may be removed or expelled, with or without cause, at any time by the Member and any vacancy caused by any such removal or expulsion may be filled by action of the Member.

(i) Managing Directors as Agents. To the extent of their powers set forth in this Agreement, the Managing Directors are agents of the Company for the purpose of the Company's business, and the actions of the Managing Directors taken in accordance with such powers set forth in this Agreement shall bind the Company. Notwithstanding the last sentence of Section 18-402 of the Act, except as provided in this Agreement or in a resolution of the Managing Directors, no Managing Director may bind the Company.

8. Officers.

(a) Officers. The Officers of the Company shall be chosen by the Board and the Board of Managing Directors may assign any title to such Officers, including the title "General Managers" as it shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. Any number of offices may be held by the same person. The Officers of the Company shall hold office until their successors are chosen and qualified. Any Officer may be removed at any time, with or without cause, by

the affirmative vote of a majority of the Board. Any vacancy occurring in any office of the Company shall be filled by the Board.

(b) Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business and actions of the Officers taken in accordance with such powers shall bind the Company.

9. Other Activities. The Managing Directors and the Member may engage or invest in, and devote their time to, any other business venture or activity of any nature and description (independently or with others), whether or not such other activity may be deemed or construed to be in competition with the Company. The Company shall not have any right by virtue of this Agreement or the relationship created hereby in or to such other venture or activity of the Managing Directors or the Member (or to the income or proceeds derived therefrom), and the pursuit thereof, even if competitive with the business of the Company, shall not be deemed wrongful or improper.

10. Standards of Conduct. Whenever the Board of Managers or any person to whom the Board delegates authority or responsibility pursuant to Section 8, (each, an "Authorized Delegate") acts on behalf of the Company, the Board and the Authorized Delegate, shall, in the performance of the Board's or such Authorized Delegate's duties, be fully protected (including, without limitation, to the fullest extent provided under Section 18-407 of the Act) in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any of the Company's officers or employees or Authorized Delegates, or by any other person as to matters the Board or such Authorized Delegate reasonably believes are within such other person's professional or expert competence. The provisions of this Agreement, to the extent that they restrict the duties of the Board or an Authorized Delegate otherwise existing at law or in equity, replace such other duties to the greatest extent permitted under applicable law.

11. Limited Liability; Indemnification.

(a) Limited Liability. Except as otherwise required in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member, the Board of Directors nor any Authorized Delegate shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member or participating in the management of the Company.

(b) Indemnification. The Company shall indemnify and hold harmless the Member, the Managing Directors and each Authorized Delegate to the fullest extent permitted by law from and against any and all damages, liabilities, losses, costs and expenses (including attorneys' fees and disbursements), judgments, fines, settlements, and other amounts (collectively, "Costs") arising from any and all claims, demands, actions, suits, or proceedings (civil, criminal, administrative, or investigative) (collectively, "Actions") in which the Member, the Managing Directors or an Authorized Delegate may be involved, or threatened to be involved as a party or otherwise, relating to the performance

or nonperformance of any act concerning the activities of the Company; provided, however, that such indemnification (i) shall be for alleged acts or omissions made by the Managing Directors in their capacity as Managing Directors or an Authorized Delegate in its official capacity and (ii) shall include indemnification for negligence, but exclude indemnification (A) for acts or omissions involving gross negligence, actual fraud or willful misconduct or (B) with respect to any transaction from which the indemnitee derived an improper personal benefit. The right to indemnification conferred in this Section 11(b) shall include the right to be paid by the Company the expenses (including attorneys' fees) incurred in defending any action in advance of its final disposition (an "advancement of expenses") and shall not be exclusive of any other right that the Member, the Managing Directors or an Authorized Delegate may have or hereafter may acquire under any statute, agreement, action of the Member, the Board of Directors or Authorized Delegate or otherwise. The right to indemnification and to the advancement of expenses conferred in this Section 11(b) shall be a contract right, and such right shall continue as to an indemnitee who has ceased to be a Member, Managing Director or an Authorized Delegate and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Notwithstanding the foregoing, any and all indemnification and advancement of expenses obligations of the Company shall be satisfied only from the assets of the Company, and the Member shall have no liability or responsibility therefore.

12. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 06.

13. Capital Contributions. The Member has contributed such cash, property or services to the Company as reflected on the books and records of the Company.

14. Tax Status; Income and Deductions.

(a) Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

(b) Income and Deductions. All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.

15. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Board of Directors.

16. Dissolution; Liquidation.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member or (ii) any other event or



circumstance giving rise to the dissolution of the Company under Section 18-801 of the Act, unless the Company's existence is continued pursuant to the Act.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Member.

(d) Upon the completion of the winding up of the Company, the Member shall file a Certificate of Cancellation in accordance with the Act.

17. Miscellaneous.

(a) Amendments. Amendments to this Agreement may be made only with the consent of the Member.

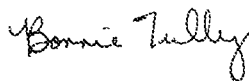
(b) Governing Law. This Agreement shall be governed by the laws of the State of Delaware.

(c) Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the date first above written.

MEMBER:

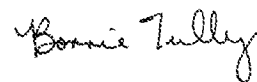


---

Evonik Corporation  
By: Bonnie Tully  
Its: President

COMPANY:

Evonik Superabsorber LLC, a Delaware  
limited liability company



---

Evonik Corporation,  
the Company's sole member  
By: Bonnie Tully  
Its: President

# Evonik Superabsorber Amended and Restated Operating Agreement

Final Audit Report

2021-10-07

Created:	2021-10-06
By:	Patricia Malcolm (patricia.malcolm@evonik.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAd7fKpxBmYY-cGW4ZIWDMPsYSMucTxdXv

## "Evonik Superabsorber Amended and Restated Operating Agreement" History

-  Document created by Patricia Malcolm (patricia.malcolm@evonik.com)  
2021-10-06 - 11:15:55 PM GMT - IP address: 12.154.142.111
-  Document emailed to Tully Bonnie (bonnie.tully@evonik.com) for signature  
2021-10-06 - 11:17:04 PM GMT
-  Email viewed by Tully Bonnie (bonnie.tully@evonik.com)  
2021-10-07 - 11:35:42 AM GMT - IP address: 149.216.90.104
-  Document e-signed by Tully Bonnie (bonnie.tully@evonik.com)  
Signature Date: 2021-10-07 - 11:36:09 AM GMT - Time Source: server- IP address: 149.216.90.104
-  Agreement completed.  
2021-10-07 - 11:36:09 AM GMT

This **PATENT ASSIGNMENT AGREEMENT** (this "Agreement"), is entered into by and between

**Evonik Corporation**, an Alabama Corporation with address 299, Jefferson Road, Parsippany, NJ 07054, USA ("Seller" or "Assignor"),

and

**Evonik Superabsorber LLC**, a Delaware limited liability company with address 299 Jefferson Road, Parsippany, NJ 07054, USA ("Buyer" or "Assignee", and, together with Seller, the "Parties").

### RECITALS

WHEREAS, Buyer and Seller are parties to that certain Contribution Agreement, effective as of July 1, 2021, pursuant to which Seller has agreed to sell, assign and transfer to Buyer, and has sold, assigned and transferred, and Buyer has agreed to purchase and assume from Seller, and has accepted the assignment and transfer of, among others, certain Intellectual property and similar rights,

WHEREAS Seller has agreed to sell, assign and transfer to Buyer, and has sold, assigned and transferred to Buyer, and Buyer has agreed to purchase and assume from Seller, and Buyer has assumed from Seller, all of Seller's right, title and interest in and to, among others, certain Intellectual Property and similar rights. Among these rights are the Patents and invention disclosures identified in Appendix A hereto and the inventions protected thereby throughout the world (the "Assigned Patents").

WHEREAS, Buyer has compensated Seller for the sale, assignment and transfer of the Assigned Patents under the provisions of the Contribution Agreement and no additional compensation shall be required under this Agreement,

WHEREAS, this Agreement is among the necessary or useful instruments pursuant to the Contribution Agreement;

WHEREAS, this Agreement is being entered into by the Parties as a condition and mutual inducement to the Closing; and

WHEREAS, the Parties wish to confirm the sale, assignment and transfer of the Assigned Patents and if and to the extent not already effected under the Contribution Agreement, effect the sale, assignment and transfer of all remaining rights on the Assigned Patents of Seller to Buyer, if any.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

1. **Assignment** Seller (Assignor) and Buyer (Assignee) confirm the sale, assignment and transfer of, and Seller does hereby sell, assign and transfer to Buyer (Assignee), and Buyer hereby accepts, the full and exclusive right, title and interest in and to the Patents and any improvements thereon, the attached application(s) and all corresponding and/or counterpart foreign patent applications, all divisional, continuation, continuation-in-part, reissue, reexamination, extension, substitution, registration, renewal, extension, supplementary protection certificates or the like, and any additional patent applications which claim priority to the attached application(s), and all letters patent or comparable rights issuing thereon in

Germany, the United States and in all foreign countries, and all applications for letters patent which may hereafter be filed for the attached application(s) and/or any improvements thereon in Germany, the United States and/or in any foreign country and all letters patent which may be granted on the attached invention(s) and/or any improvements thereon in Germany, the United States and/or in any foreign country, together with the right(s) to claim priority to the attached patent application(s) and/or any improvements thereon, and the Seller (Assignor) hereby authorizes and requests the German Patent and Trademark Office, the European Patent Office, the United States Commissioner of Patents and Trademarks and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all letters patent or comparable rights issuing on any application as aforesaid to Buyer (Assignee), or to its successors, assigns or legal representatives.

**2. Registration, Change of Recordal; Declaration of Transfer.** Seller hereby authorizes and requests, as applicable, the German Patent and Trademark Office, the European Patent Office, the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities in the various affected jurisdictions to record Buyer as the owner of the Patents and to issue to Buyer, in lieu of Seller, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Patents. It is Buyer's responsibility to apply for a change of recordal in the registers. Seller shall not unreasonably withhold, or delay, signing of any document necessary to effect a change of recordal in ownership of the Patents in the intellectual property registers. If Seller does not approve of a document prepared by Buyer, Seller will cooperate with Buyer to create a document acceptable to both Parties.

**3. Further Assurances.** Seller and Buyer 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 Agreement and to evidence and effectuate the transactions contemplated herein. Buyer shall prepare and provide to Seller all assignments and other instruments of transfer reasonably required to transfer to Buyer the Assigned Patents. Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto. If Buyer or its successor or assignee is unable, for any reason, to obtain a signature of Seller on a document necessary to perfect the transfer or assignment of the Assigned Patents, Seller hereby irrevocably appoints Buyer as its agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of Seller to execute, verify, and file any such documents with the same legal force and effect as if executed by Seller.

**4. General Provisions.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Contribution Agreement. This Agreement, Appendix A hereto and the Contribution Agreement constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding any other provision of this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Contribution Agreement, the provisions of the Contribution Agreement shall control (unless this Agreement expressly provides otherwise). This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or

discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

5. **Governing Law; Jurisdiction and Venue.** This Agreement and all matters arising out of or relating to this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise), shall be interpreted, construed and governed by and in accordance with the Contribution Agreement.

6. **Signatories; Counterparts.** This Agreement may be executed in at least twelve counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. This Agreement shall be executed by a representative and/or multiple authorized signatories of the Buyer and Seller, respectively. The Parties shall provide for notarization of the signatures of each signatory. Immediately upon execution of the Agreement, the Parties shall provide each other with copies of the executed Agreement.

**Evonik Corporation**

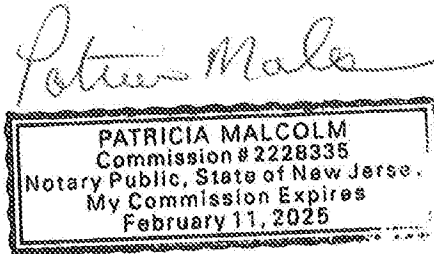
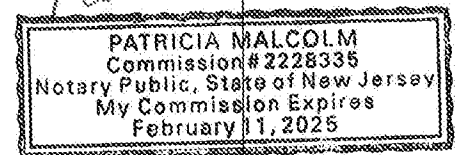
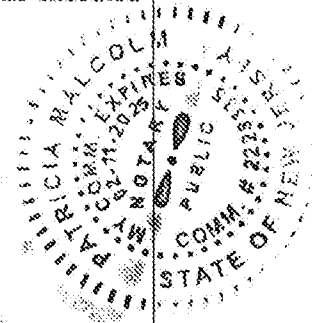
Executed in Perth Amboy, NJ on 12-13-21

NOAH FISHER, Assistant Secretary  
(name and position)

**Evonik Superabsorber LLC**

Executed in Parapet, NJ on 10-6-2021

Gregory J. Mulligan, Manager  
(name and position)













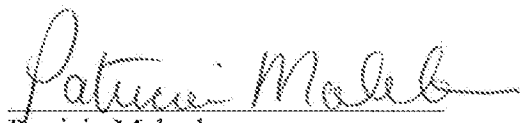
pendix A

2003P40015	TM	SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	931,323,238	28.10.2004	2005020787	01.07.2005	201689	01.06.2007	Exonk Corporation
2003P40016	USO3	SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	13,809,267	11.07.2003	20130310261	21.11.2013	6,065,067	11.11.2014	Exonk Corporation
2003P40015WEDE		SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	0479,663.3-1303	28.10.2004	1680460	19.07.2016	1680460	21.08.2016	Exonk Corporation
2003P40015WEDE		SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	502034049988.7	28.10.2014	1680460	15.07.2016	1680460	21.08.2016	Exonk Corporation
2003P40015WEER		SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	0479,663.3-1303	28.10.2014	1680460	15.07.2016	1680460	21.08.2016	Exonk Corporation
2003P40015 US		SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	10,869,205	31.10.2003	2005-099435	05.05.2005	7,173,085	05.03.2007	Exonk Corporation
2003P40015WOCB		SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	208,30139464.8	28.10.2004	1902,695	24.01.2007	21,203,480139464.8	22.04.2009	Exonk Corporation
2003P40015WOCB		SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	FI0416101-9	28.10.2004	P10416100	02.01.2007	P10416100-9	24.11.2015	Exonk Corporation
2003P40015WOCF		SUPERABSORBENT POLYMER WITH HIGH PERMEABILITY	2006-538268	28.10.2004	1679630	05.07.2006	1679630	09.03.2016	Exonk Corporation
2003P40015WEDE		Superabsorbent Polymer With Slow Absorption Times	60204446101.3	10.09.2004	201623607	16.07.2016	01,699,92	01.01.2010	Exonk Corporation
2003P40013	TV	Superabsorbent Polymer With Slow Absorption Times	931,251,59	10.09.2004	1876578	13.12.2006	100417422	02.03.2011	Exonk Corporation
2003P40013WOCJP		Superabsorbent Polymer With Slow Absorption Times	2106-526386	10.09.2004	2005-059762	17.03.2006	7,285,614	23.10.2007	Exonk Corporation
2003P40013WOCN		Superabsorbent Polymer With Slow Absorption Times	2004R033360.6	10.09.2004	1679630	05.07.2006	1679630	09.03.2016	Exonk Corporation
2003P40013 US		Superabsorbent Polymer With Slow Absorption Times	10,660,882	10.09.2004	1679630	05.07.2006	1679630	27.10.2009	Exonk Corporation
2003P40013WEDE		Superabsorbent Polymer With Slow Absorption Times	047,80863.6-1303	12.09.2002	2,461,152	21.07.2004	1438364	03.11.2010	Exonk Corporation
2003P40025WOCB		Cellulose material with improved absorbency	2,460,152	12.09.2002	1438364	21.07.2004	1438364	03.11.2010	Exonk Corporation
2001P40025WEDE		Cellulose material with improved absorbency	02798731.6-2115	12.09.2002	1438364	21.07.2004	1438364	03.11.2010	Exonk Corporation

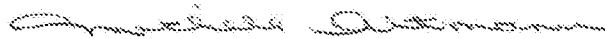
# AFFIDAVIT

*State of New Jersey*  
*County of Morris*

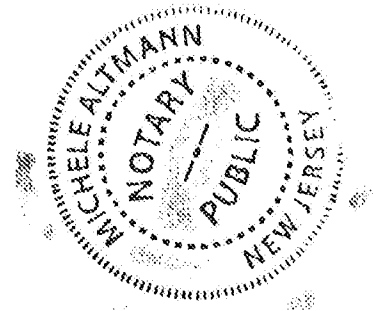
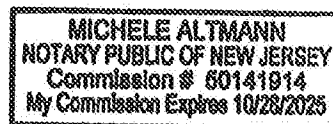
I, Patricia Malcolm, a Notary Public in and for said State, hereby certify that on February 14, 2020, Mr. Noah Fisette was appointed Evonik Corporation's lawful attorney-in-fact and he has the legal authority to singularly represent the Corporation and execute any agreements, documents or instruments regarding the Corporation since the date that he was delegated the Power of Attorney.

  
Patricia Malcolm

Subscribed and sworn to before me this 13th day of October 2021.



Notary Public



## EVONIK CORPORATION

### POWER OF ATTORNEY

The undersigned, Evonik Corporation, an Alabama corporation (the "Principal") whose principal place of business is at 299 Jefferson Road, Parsippany, New Jersey 07054, hereby appoints Mr. Noah Fisette, Assistant Company Secretary of Evonik Corporation, its lawful attorney-in-fact to act for and on its behalf, with signatory power, to execute and deliver the following documents:

All intellectual property documents, which are not prepared by the signatory, including, for example, assignments, power of attorneys, and other documentation necessary for use with patent offices, such as the US patent office (USPTO), European Patent office (EPO), German Patent office (DMPA), World Intellectual Property Office (WIPO) and other patent offices of various countries; as well as correspondence with national and foreign law firms

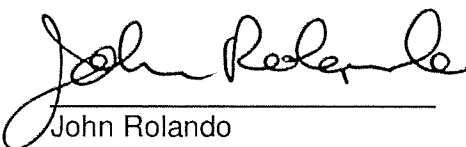
Said attorney-in-fact shall have full authority to make, acknowledge, execute and deliver for the Principal and in its name all documents and other instruments which are necessary or appropriate with respect to the subject matter hereof with the same effect as though the Principal was personally present and acting for itself, hereby ratifying and confirming all that the said undersigned attorney-in-fact may do pursuant to this limited power. Said attorney in fact may also delegate to the following individuals Ms. Heike Schneider, Mr. Jason Ngui, Ms. Linda Li, Ms. Brittany La, and Mr. Andrew Chung in the IPM Group such rights as identified above with respect to the subject matter hereof.

To induce any third party to act in accordance herewith, it is hereby agreed that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder and the Principal agrees to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

This Power of Attorney may be terminated by the Principal, or said attorney-in-fact, as the case may be, at any time and for any reason upon (3) days written notice.

IN WITNESS WHEREOF on behalf of the Principal, I have hereunto set my hand this 14<sup>th</sup> day of February 2020.

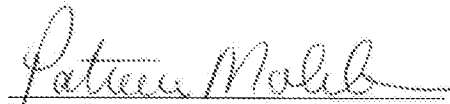
EVONIK CORPORATION

By:   
John Rolando  
President

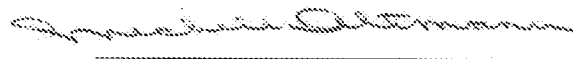
# AFFIDAVIT

*State of New Jersey*  
*County of Morris*

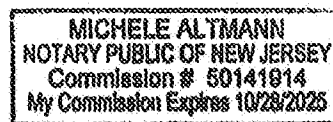
I, Patricia Malcolm, a Notary Public in and for said State, hereby certify that Gregory J. Mulligan was appointed on February 9, 2021, respectively, as Manager of Evonik Superabsorber LLC, a Delaware limited liability company, with an address at 299 Jefferson Road, Parsippany, New Jersey 07054, USA and he has the legal authority to singularly represent the Company and execute any agreements, documents or instruments regarding the Company since the date that he was elected until today.

  
Patricia Malcolm

Subscribed and sworn to before me this 6th day of October 2021.



Notary Public



**UNANIMOUS WRITTEN CONSENT  
IN LIEU OF AN ORGANIZATIONAL MEETING  
BY THE SOLE MEMBER OF  
EVONIK SUPERABSORBER LLC**

The undersigned, being the sole member (the "**Member**") of Evonik Superabsorber LLC, a Delaware Limited Liability Company (the "**Company**"), acting by written consent without a meeting pursuant to Section 18-404 of the Delaware Limited Liability Company Act, hereby adopts the following resolutions in lieu of holding an organizational meeting of the Member of the Company:

**RESOLVED**, that the Certificate of Formation of the Company (the "**Certificate**") filed by the organizer of the Company with the Secretary of State of the State of Delaware on February 2, 2021 is hereby ratified, and the Member is hereby instructed to place the same Certificate in the record book of the Company;

**RESOLVED**, that all the actions of the organizer of the Company, taken on behalf of the Company be, and they hereby are, ratified, confirmed, approved and adopted as actions of the Company, and the organizer is absolved from any liability thereof;

**RESOLVED**, that the following persons be, and hereby are elected to serve in the office of the Company set opposite his name, and to hold such office until his respective successor is duly elected and qualified or until her earlier resignation or removal:

John Wnek	Manager
Gregory J. Mulligan	Manager

**RESOLVED**, that the operating agreement for the regulation of the Company, in the form attached hereto as Exhibit A ("**Operating Agreement**"), be, and hereby is, approved and adopted as the Operating Agreement of the Company;

**RESOLVED**, that the fiscal year of the Company shall begin on January 1 and end on December 31 of each year, provided that the initial fiscal year of the Company shall begin as of February 2, 2021;

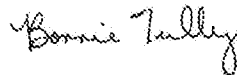
**RESOLVED**, that for the purpose of authorizing the Company to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for the Company to transact business, any officer of the Company hereby is authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, if applicable, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the Company to transact business therein and whenever it is expedient for the Company to cease doing business therein and withdraw therefrom, to revoke any appointment of agent or attorney for service of process and to file such certificates, reports, revocation of appointment or surrender of authority of the Company to do business in any such state, territory, dependency or country;

**RESOLVED**, that the Member is authorized to take all such further action, as any officer of the Company may deem necessary, proper, convenient or desirable in order to carry out each of the foregoing resolutions and fully to effectuate the purposes and intents thereof, and that all actions taken by any officer of the Company to date, in connection with the foregoing resolutions, or otherwise, are hereby in all respects confirmed, ratified and approved; and

**RESOLVED**, that an executed copy of this Unanimous Written Consent shall be filed with the minutes of the proceedings of the Member(s) and/or the record book of the Company.

**IN WITNESS WHEREOF**, this Unanimous Written Consent has been duly executed by the undersigned sole Member effective as of February 9, 2021, it may be delivered via facsimile, electronic mail (including PDF or any other electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any signature so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

EVONIK CORPORATION



By: Bonnie Tully  
Its: President





United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eSiz alerts](#) | [News](#) | [Help](#)**Electronic Patent Assignment System****Confirmation Receipt**

Your assignment has been received by the USPTO.  
The coversheet of the assignment is displayed below:

**PATENT ASSIGNMENT COVER SHEET**

Electronic Version v1.1

Stylesheet Version v1.2

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EVONIK CORPORATION	10/13/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EVONIK SUPERABSORBER LLC
<b>Street Address:</b>	299 JEFFERSON ROAD
<b>City:</b>	PARSIPPANY
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07054
<b>PROPERTY NUMBERS Total: 15</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	10660982
<b>Application Number:</b>	10699205
<b>Application Number:</b>	13939567
<b>Application Number:</b>	12577340
<b>Application Number:</b>	12577301
<b>Application Number:</b>	12577317
<b>Application Number:</b>	11562760

<b>Application Number:</b>	10706569
<b>Application Number:</b>	10685080
<b>Application Number:</b>	10741271
<b>Application Number:</b>	10631916
<b>Application Number:</b>	12636440
<b>Application Number:</b>	11301359
<b>Application Number:</b>	13296861
<b>Application Number:</b>	11690611

**CORRESPONDENCE DATA****Fax Number:** (973)929-8839**Phone:** 9739298833**Email:** ipm-na@evonik.com*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.***Correspondent Name:** EVONIK CORPORATION**Address Line 1:** 299 JEFFERSON ROAD**Address Line 4:** PARSIPPANY, NEW JERSEY 07054**NAME OF SUBMITTER:** LINDA S. LI**Signature:** /Linda S. Li/**Date:** 10/22/2021**Total Attachments: 13**

source=ESLLC\_Assignment#page1.tif  
source=ESLLC\_Assignment#page2.tif  
source=ESLLC\_Assignment#page3.tif  
source=ESLLC\_Assignment#page4.tif  
source=ESLLC\_Assignment#page5.tif  
source=ESLLC\_Assignment#page6.tif  
source=ESLLC\_Assignment#page7.tif  
source=ESLLC\_Assignment#page8.tif  
source=ESLLC\_Assignment#page9.tif  
source=ESLLC\_Assignment#page10.tif  
source=ESLLC\_Assignment#page11.tif  
source=ESLLC\_Assignment#page12.tif  
source=ESLLC\_Assignment#page13.tif

**RECEIPT INFORMATION****EPAS ID:** PAT6985075**Receipt Date:** 10/22/2021

[Return to home page](#)

[HOME](#) | [INDEX](#) | [SEARCH](#) | [BUSINESS](#) | [CONTACT US](#) | [PRIVACY STATEMENT](#)

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6985075

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EVONIK CORPORATION	10/13/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EVONIK SUPERABSORBER LLC
<b>Street Address:</b>	299 JEFFERSON ROAD
<b>City:</b>	PARSIPPANY
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07054
<b>PROPERTY NUMBERS Total: 15</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10660982
Application Number:	10699205
Application Number:	13939567
Application Number:	12577340
Application Number:	12577301
Application Number:	12577317
Application Number:	11562760
Application Number:	10706569
Application Number:	10685080
Application Number:	10741271
Application Number:	10631916
Application Number:	12636440
Application Number:	11301359
Application Number:	13296861
Application Number:	11690611
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(973)929-8839
<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>	9739298833

**Email:** ipm-na@evonik.com  
**Correspondent Name:** EVONIK CORPORATION  
**Address Line 1:** 299 JEFFERSON ROAD  
**Address Line 4:** PARSIPPANY, NEW JERSEY 07054

<b>NAME OF SUBMITTER:</b>	LINDA S. LI
---------------------------	-------------

<b>SIGNATURE:</b>	/Linda S. Li/
-------------------	---------------

<b>DATE SIGNED:</b>	10/22/2021
---------------------	------------

**Total Attachments: 13**

source=ESLLC\_Assignment#page1.tif  
source=ESLLC\_Assignment#page2.tif  
source=ESLLC\_Assignment#page3.tif  
source=ESLLC\_Assignment#page4.tif  
source=ESLLC\_Assignment#page5.tif  
source=ESLLC\_Assignment#page6.tif  
source=ESLLC\_Assignment#page7.tif  
source=ESLLC\_Assignment#page8.tif  
source=ESLLC\_Assignment#page9.tif  
source=ESLLC\_Assignment#page10.tif  
source=ESLLC\_Assignment#page11.tif  
source=ESLLC\_Assignment#page12.tif  
source=ESLLC\_Assignment#page13.tif

This **PATENT ASSIGNMENT AGREEMENT** (this "Agreement"), is entered into by and between

**Evonik Corporation**, an Alabama Corporation with address 299, Jefferson Road, Parsippany, NJ 07054, USA ("Seller" or "Assignor"),

and

**Evonik Superabsorber LLC**, a Delaware limited liability company with address 299 Jefferson Road, Parsippany, NJ 07054, USA ("Buyer" or "Assignee", and, together with Seller, the "Parties").

### RECITALS

WHEREAS, Buyer and Seller are parties to that certain Contribution Agreement, effective as of July 1, 2021, pursuant to which Seller has agreed to sell, assign and transfer to Buyer, and has sold, assigned and transferred, and Buyer has agreed to purchase and assume from Seller, and has accepted the assignment and transfer of, among others, certain Intellectual property and similar rights,

WHEREAS Seller has agreed to sell, assign and transfer to Buyer, and has sold, assigned and transferred to Buyer, and Buyer has agreed to purchase and assume from Seller, and Buyer has assumed from Seller, all of Seller's right, title and interest in and to, among others, certain Intellectual Property and similar rights. Among these rights are the Patents and invention disclosures identified in Appendix A hereto and the inventions protected thereby throughout the world (the "Assigned Patents").

WHEREAS, Buyer has compensated Seller for the sale, assignment and transfer of the Assigned Patents under the provisions of the Contribution Agreement and no additional compensation shall be required under this Agreement,

WHEREAS, this Agreement is among the necessary or useful instruments pursuant to the Contribution Agreement;

WHEREAS, this Agreement is being entered into by the Parties as a condition and mutual inducement to the Closing; and

WHEREAS, the Parties wish to confirm the sale, assignment and transfer of the Assigned Patents and if and to the extent not already effected under the Contribution Agreement, effect the sale, assignment and transfer of all remaining rights on the Assigned Patents of Seller to Buyer, if any.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

1. **Assignment** Seller (Assignor) and Buyer (Assignee) confirm the sale, assignment and transfer of, and Seller does hereby sell, assign and transfer to Buyer (Assignee), and Buyer hereby accepts, the full and exclusive right, title and interest in and to the Patents and any improvements thereon, the attached application(s) and all corresponding and/or counterpart foreign patent applications, all divisional, continuation, continuation-in-part, reissue, reexamination, extension, substitution, registration, renewal, extension, supplementary protection certificates or the like, and any additional patent applications which claim priority to the attached application(s), and all letters patent or comparable rights issuing thereon in

Germany, the United States and in all foreign countries, and all applications for letters patent which may hereafter be filed for the attached application(s) and/or any improvements thereon in Germany, the United States and/or in any foreign country and all letters patent which may be granted on the attached invention(s) and/or any improvements thereon in Germany, the United States and/or in any foreign country, together with the right(s) to claim priority to the attached patent application(s) and/or any improvements thereon, and the Seller (Assignor) hereby authorizes and requests the German Patent and Trademark Office, the European Patent Office, the United States Commissioner of Patents and Trademarks and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all letters patent or comparable rights issuing on any application as aforesaid to Buyer (Assignee), or to its successors, assigns or legal representatives.

**2. Registration, Change of Recordal; Declaration of Transfer.** Seller hereby authorizes and requests, as applicable, the German Patent and Trademark Office, the European Patent Office, the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities in the various affected jurisdictions to record Buyer as the owner of the Patents and to issue to Buyer, in lieu of Seller, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Patents. It is Buyer's responsibility to apply for a change of recordal in the registers. Seller shall not unreasonably withhold, or delay, signing of any document necessary to effect a change of recordal in ownership of the Patents in the intellectual property registers. If Seller does not approve of a document prepared by Buyer, Seller will cooperate with Buyer to create a document acceptable to both Parties.

**3. Further Assurances.** Seller and Buyer 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 Agreement and to evidence and effectuate the transactions contemplated herein. Buyer shall prepare and provide to Seller all assignments and other instruments of transfer reasonably required to transfer to Buyer the Assigned Patents. Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto. If Buyer or its successor or assignee is unable, for any reason, to obtain a signature of Seller on a document necessary to perfect the transfer or assignment of the Assigned Patents, Seller hereby irrevocably appoints Buyer as its agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of Seller to execute, verify, and file any such documents with the same legal force and effect as if executed by Seller.

**4. General Provisions.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Contribution Agreement. This Agreement, Appendix A hereto and the Contribution Agreement constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding any other provision of this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Contribution Agreement, the provisions of the Contribution Agreement shall control (unless this Agreement expressly provides otherwise). This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or

discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

5. **Governing Law; Jurisdiction and Venue.** This Agreement and all matters arising out of or relating to this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise), shall be interpreted, construed and governed by and in accordance with the Contribution Agreement.

6. **Signatories; Counterparts.** This Agreement may be executed in at least twelve counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. This Agreement shall be executed by a representative and/or multiple authorized signatories of the Buyer and Seller, respectively. The Parties shall provide for notarization of the signatures of each signatory. Immediately upon execution of the Agreement, the Parties shall provide each other with copies of the executed Agreement.

**Evonik Corporation**

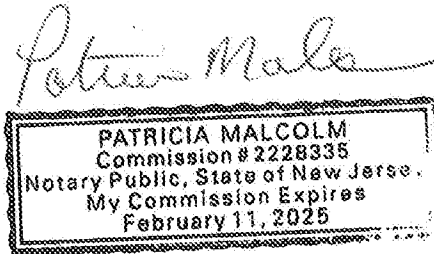
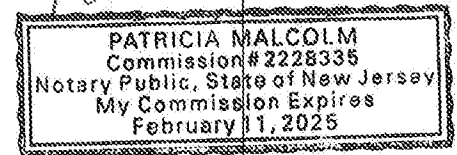
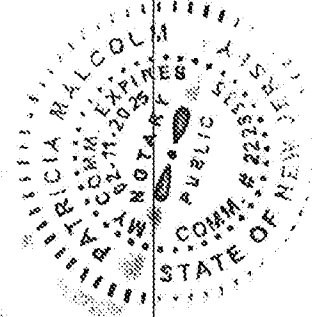
Executed in Perth Amboy, NJ on 12-13-21

NOAH FISHER, Assistant Secretary  
(name and position)

**Evonik Superabsorber LLC**

Executed in Parapet, NJ on 10-6-2021

Gregory J. Mulligan, Manager  
(name and position)











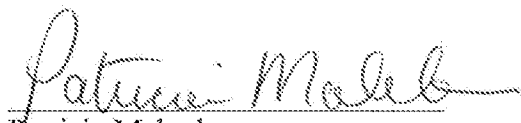


## Index

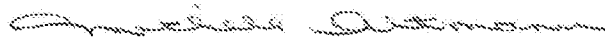
# AFFIDAVIT

*State of New Jersey*  
*County of Morris*

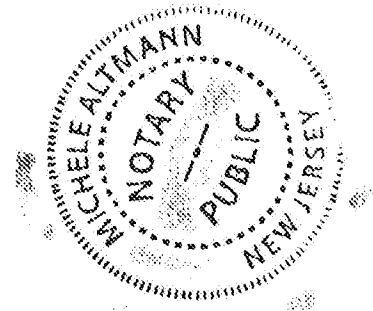
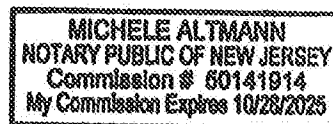
I, Patricia Malcolm, a Notary Public in and for said State, hereby certify that on February 14, 2020, Mr. Noah Fisette was appointed Evonik Corporation's lawful attorney-in-fact and he has the legal authority to singularly represent the Corporation and execute any agreements, documents or instruments regarding the Corporation since the date that he was delegated the Power of Attorney.

  
Patricia Malcolm

Subscribed and sworn to before me this 13th day of October 2021.



Notary Public



## EVONIK CORPORATION

### POWER OF ATTORNEY

The undersigned, Evonik Corporation, an Alabama corporation (the "Principal") whose principal place of business is at 299 Jefferson Road, Parsippany, New Jersey 07054, hereby appoints Mr. Noah Fisette, Assistant Company Secretary of Evonik Corporation, its lawful attorney-in-fact to act for and on its behalf, with signatory power, to execute and deliver the following documents:

All intellectual property documents, which are not prepared by the signatory, including, for example, assignments, power of attorneys, and other documentation necessary for use with patent offices, such as the US patent office (USPTO), European Patent office (EPO), German Patent office (DMPA), World Intellectual Property Office (WIPO) and other patent offices of various countries; as well as correspondence with national and foreign law firms

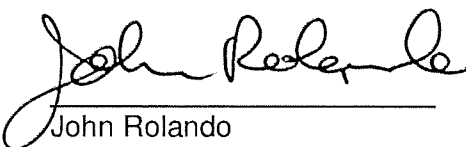
Said attorney-in-fact shall have full authority to make, acknowledge, execute and deliver for the Principal and in its name all documents and other instruments which are necessary or appropriate with respect to the subject matter hereof with the same effect as though the Principal was personally present and acting for itself, hereby ratifying and confirming all that the said undersigned attorney-in-fact may do pursuant to this limited power. Said attorney in fact may also delegate to the following individuals Ms. Heike Schneider, Mr. Jason Ngui, Ms. Linda Li, Ms. Brittany La, and Mr. Andrew Chung in the IPM Group such rights as identified above with respect to the subject matter hereof.

To induce any third party to act in accordance herewith, it is hereby agreed that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder and the Principal agrees to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

This Power of Attorney may be terminated by the Principal, or said attorney-in-fact, as the case may be, at any time and for any reason upon (3) days written notice.

IN WITNESS WHEREOF on behalf of the Principal, I have hereunto set my hand this 14<sup>th</sup> day of February 2020.

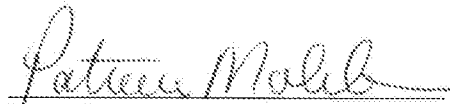
EVONIK CORPORATION

By:   
John Rolando  
President

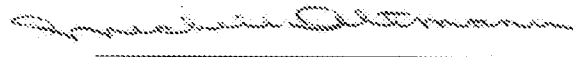
# AFFIDAVIT

*State of New Jersey*  
*County of Morris*

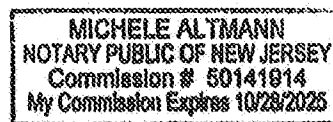
I, Patricia Malcolm, a Notary Public in and for said State, hereby certify that Gregory J. Mulligan was appointed on February 9, 2021, respectively, as Manager of Evonik Superabsorber LLC, a Delaware limited liability company, with an address at 299 Jefferson Road, Parsippany, New Jersey 07054, USA and he has the legal authority to singularly represent the Company and execute any agreements, documents or instruments regarding the Company since the date that he was elected until today.

  
Patricia Malcolm

Subscribed and sworn to before me this 6th day of October 2021.



Notary Public



**UNANIMOUS WRITTEN CONSENT  
IN LIEU OF AN ORGANIZATIONAL MEETING  
BY THE SOLE MEMBER OF  
EVONIK SUPERABSORBER LLC**

The undersigned, being the sole member (the "**Member**") of Evonik Superabsorber LLC, a Delaware Limited Liability Company (the "**Company**"), acting by written consent without a meeting pursuant to Section 18-404 of the Delaware Limited Liability Company Act, hereby adopts the following resolutions in lieu of holding an organizational meeting of the Member of the Company:

**RESOLVED**, that the Certificate of Formation of the Company (the "**Certificate**") filed by the organizer of the Company with the Secretary of State of the State of Delaware on February 2, 2021 is hereby ratified, and the Member is hereby instructed to place the same Certificate in the record book of the Company;

**RESOLVED**, that all the actions of the organizer of the Company, taken on behalf of the Company be, and they hereby are, ratified, confirmed, approved and adopted as actions of the Company, and the organizer is absolved from any liability thereof;

**RESOLVED**, that the following persons be, and hereby are elected to serve in the office of the Company set opposite his name, and to hold such office until his respective successor is duly elected and qualified or until her earlier resignation or removal:

John Wnek	Manager
Gregory J. Mulligan	Manager

**RESOLVED**, that the operating agreement for the regulation of the Company, in the form attached hereto as Exhibit A ("**Operating Agreement**"), be, and hereby is, approved and adopted as the Operating Agreement of the Company;

**RESOLVED**, that the fiscal year of the Company shall begin on January 1 and end on December 31 of each year, provided that the initial fiscal year of the Company shall begin as of February 2, 2021;

**RESOLVED**, that for the purpose of authorizing the Company to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for the Company to transact business, any officer of the Company hereby is authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and, if applicable, under the corporate seal, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the Company to transact business therein and whenever it is expedient for the Company to cease doing business therein and withdraw therefrom, to revoke any appointment of agent or attorney for service of process and to file such certificates, reports, revocation of appointment or surrender of authority of the Company to do business in any such state, territory, dependency or country;

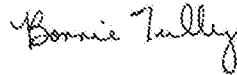


**RESOLVED**, that the Member is authorized to take all such further action, as any officer of the Company may deem necessary, proper, convenient or desirable in order to carry out each of the foregoing resolutions and fully to effectuate the purposes and intents thereof, and that all actions taken by any officer of the Company to date, in connection with the foregoing resolutions, or otherwise, are hereby in all respects confirmed, ratified and approved; and

**RESOLVED**, that an executed copy of this Unanimous Written Consent shall be filed with the minutes of the proceedings of the Member(s) and/or the record book of the Company.

**IN WITNESS WHEREOF**, this Unanimous Written Consent has been duly executed by the undersigned sole Member effective as of February 9, 2021, it may be delivered via facsimile, electronic mail (including PDF or any other electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any signature so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

EVONIK CORPORATION



By: Bonnie Tully  
Its: President