PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT7843675

NATURE OF CONVEYANCE: 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.	SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
		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

CONVEYING PARTY DATA

Name	Execution Date
EVONIK CORPORATION	10/13/2021

RECEIVING PARTY DATA

Name:	EVONIK SUPERABSORBER LLC
Street Address:	2401 DOYLE STREET
City:	GREENSBORO
State/Country:	NORTH CAROLINA
Postal Code:	27406

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10706569

CORRESPONDENCE DATA

Fax Number: (732)981-5084

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.

Phone: 973-929-8833

Email: IPM-NA@EVONIK.COM **Correspondent Name: EVONIK CORPORATION**

Address Line 1: 2 TURNER PLACE

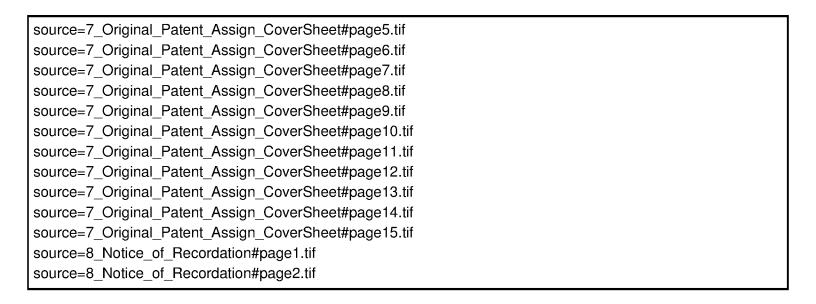
Address Line 4: PISCATAWAY, NEW JERSEY 08854

ATTORNEY DOCKET NUMBER:	2004P40019 US
NAME OF SUBMITTER:	AMANDA LOPES
SIGNATURE:	/al/
DATE SIGNED:	03/14/2023

Total Attachments: 64

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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 2/11/2023

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.

- 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 Parippu., NT on 13-13-21

(name and position) NOAH FISCHE, ASSISTANT SCIPETAR

Evonik Superabsorber LLC

Executed in Parsippany, Non 10-6/2021

Lisony of Mullingen

(name and position) I Mulleyan Managor

PATRICIA MALCOLM Commission # 2228335 ry Public, State of New Jerse, My Commission Expires February 11, 2025

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- 1	10-1827038	28.03.2012	10-2013-7030837	Particulate superabsorbent polymer composition having improved performance	2011P00091WOKR
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- 1	01.02.2015 654236	10.04.2014 201504315	103112769	Particulate superabsorbent polymer composition having improved stability	2013P00102 TW
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: 1	10-2018489	07.04.2014	10-2015-7032125	Particulate superabsorbent polymer composition having improved stability	2013P00102WOKR04
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٦	29.12.2015 102015007414-0	01.04.2015 BR102015007414-0	102015007414-0	SUPERABSORBENT POLYMER HAVING FAST ABSORPTION	2013P00233 BR
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SUPERABSORBENT POLYMER CONTAINING C	602009050843.1	13.10.2009 2334344	22,06.2011 2334344	
METHOD OF MAKING SAME SUPERABSORBENT POLYMER CONTAINING CLAY, PARTICULATE, AND	09736904.5-1303	13.10.2009 2334344	22.06.2011 2334344	21.02.2018 Evanik Corporation
METHOD OF MAKING SAME	2024 45000	000000		CF
SUPERABSURBEN POLYMER CONTAINING CLAY, PARTICULATE, AND METHOD OF MAKING SAME	2009/14525	19.10.2008		Evonik Corporation
SUPERABSORBENT POLYMER CONTAINING CLAY, PARTICULATE, AND METHOD OF MAKING SAME	98135212	19.10.2009 201026756	16.07.2010 526478	21.03.2016 Evonik Corporation
2008P00403WOBR SUPERABSORBENT POLYMER CONTAINING CLAY, PARTICULATE, AND METHOD OF MAKING SAME	P10920242-0	13.10.2009	Pi0920242-0	29.12.2020 Evonik Corporation
2008P00403WOCN SUPERABSORBENT POLYMER CONTAINING CLAY, PARTICULATE, AND METHOD OF MAKING SAME	200980141534.3	13.10.2009 102186508	14.09.2011 102186508	02.07.2014 Evonik Corporation
SUPERABSORBENT POLYMER CONTAINING CLAY, PARTICULATE, AND METHOD OF MAKING SAME	2011-531463	13.10.2009 2012/5059404	08.03.2012 5380541	04.10.2013 Evonik Corporation
2008P00403WOCN01 SUPERABSORBENT POLYMER CONTAINING CLAY, PARTICULATE, AND METHOD OF MAKING SAME	201410214950.4	13.10.2009 104072928	01.10.2014 104072928	12.04.2017 Evonik Corporation
2008P00403WOKR SUPERABSORBENT POLYMER CONTAINING CLAY, PARTICULATE, AND METHOD OF MAKING SAME	2011-7011183	13,10,2009	1647166	03.08.2016 Evonik Corporation
Superabsorbent Binder Polymer Composition	06850208.7-1304	30.11.2006 1966257	04.10.2007 1966257	10.09.2014 Evonik Corporation
Superabsorbent Binder Polymer Composition	602006043033.7	30.11.2006 1966257	04.10.2007 1966257	10.09.2014 Evonik Corporation
2008P00265/VEBE Superabsorbent Binder Polymer Composition	11/561 115	30,11,2006 1966257 17 11 2006 2007/0128517	04.10.2007 1966257	10.09.2014 Evonik Corporation
Superabsorbent Binder Polymer Composition	10-2008-7016168	30.11.2006	10-1433681	19.08.2014 Evonik Corporation
Superabsorbent Binder Polymer Composition	95144611	01.12.2006 200738811	16.10.2007 1398479	
Superabsorbent Binder Polymer Composition	200680045363	30.11.2006	101356202	25.05.2011 Evonik Corporation
Superabsorbert Binder Polymer Composition High Permeability Superabsorbent Polymer Compositions	2008-543574 11/690,611	30.11.2006 23.03.2007 2008/0234420	5231240 25.09.2008 8.236.834	29,03,2013 Evonik Corporation 07,08,2012 Evonik Corporation
High Permeability Superabsorbent Polymer Compositions	10-2009-7019919	28.12.2007	10-1502310	09.03,2015 Evonik Corporation
High Permeability Superabsorbent Polymer Compositions	200780052323.3	28,12,2007 101679648	23.09.2009 101579648	07.08.2013 Evonik Corporation
2007P00913WOJP01 High Permeability Superabsorbent Polymer Compositions	2014-125390	28.12.2007 2014-198853	23.10.2014 5844852	17 10 2018 Evonik Corporation
High Permeability Superabsorbent Polymer Compositions	602007056553.7	28.12.2007 2137240	30.12.2009 2137240	17.10.2018 Evonik Corporation
High Permeability Superabsorbent Polymer Compositions	07870038.2-1308	28.12.2007 2137240	30.12.2009 2137240	17.10,2018 Evonik Corporation
SUPERABSORBENT POLYMER COMPOSITIONS HAVING COLOR STABILITY	97122668	18.06.2008	1406875	01.09.2013 Evonik Corporation
SUPERABSURBENT POLYMER COMPOSITIONS HAVING COLOR STABILITY	2010,60053791.2	28.12.2007 10 1802029	11.08.2010 101802029 5164029	28 12 2012 Evenik Corporation
2007P00909WOKR SUPERABSORBENT POLYMER COMPOSITIONS HAVING COLOR STABILITY	10-2010-7001034	28,12,2007	10-1474229	12.12.2014 Evonik Corporation
	13/296,861	15,11,2011 2012/0083411	05.04.2012 8,236,876	07.08.2012 Evonik Corporation
SUPERABSORBENT POLYMER COMPOSITIONS HAVING COLOR STABILITY	07866086.7-1354	28.12.2007 2167552	31.03.2010 2167552	07.02.2018 Evonik Corporation
SUPERABSONDENT POLITIMEN COMPOSITIONS HAVING COLOR STABILITY	602007053897 1	28 12 2007 2187552	31.03.2010 2197352	OT 02 2018 Evolis Corporation
	11/301,359	12.12.2005 2007-135554	14,06,2007 7,812,082	12.10.2010 Evonik Corporation
Superabsorbent Polymer Compositions	06846552.5-1302	11.12.2006 1969053	17,09,2008 1969053	07.05.2014 Evonik Corporation
Suberabsorbent Polymer Compositions	602006041534.6	11.12.2006 1969053	17,09,2008 1969053	07.05.2014 Evonik Corporation
Superabsorbent Polymer Compositions	06846552.5-1302	11.12.2006 1969053	17.09.2008 1969053	07.05.2014 Evonik Corporation
Superabsorbent Polymer Compositions	10-2008-7014000	11.12.2006	10-1297064	19 07 2013 Evonik Corporation
Superabsorbent Polymer Compositions	ZUUBBUUABBBB	11.12.ZDUb 1013ZbZ34	17.12.2008 101326234	18.07.2012 Evonik Corporation
Superabsorbent Polymer Compositions	ナーロナナラション	11.12.2000	007 1000	

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Grant Date Applicant	01.06.2007 Evonik Corporation	11.11.2014 Evonik Corporation	21.09.2016 Evonik Corporation	21.09.2016 Evonik Corporation	21.09.2016 Evonik Corporation	06.02.2007 Evonik Corporation	22.04.2009 Evenik Corporation	24.11.2015 Evonik Corporation	01.02.2013 Evonik Corporation	09.03.2016 Evonik Corporation	01.01.2010 Evonik Corporation	02.09.2011 Evoník Corporation	10.09.2008 Evonik Corporation	23.10.2007 Evonik Corporation	09,03,2016 Evonik Corporation	27.10.2009 Evonik Corporation	03.11.2010 Evenik Corporation
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Application Date Publication No Pul	29.10.2004 200520797	11.07.2013 2013/0310251	28.10.2004 1680460	28.10.2004 1680460	28.10.2004 1680460	31.10.2003 2005-096435	28.10.2004 1902265	28.10.2004 PI0416100	28.10.2004	10.09.2004 1675630	31.08,2004 200523307	10.09.2004	10.09.2004 1878578	12.09.2003 2005-059762	10.09.2004 1675630	12.09.2002 2,460,152	12.09.2002 1438354
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THE	SUPERABORBENT POLYMER WITH HIGH PERMEABILITY	Superabsorbent Polymer With Slow Absorption Times	Cellulose material with improved absorbency	Cellulose material with improved absorbency													
Internal File No	2003P40015 TW	2003P40015 US03	2003P40015WEBE	2003P40015WEDE	2003P40015WEFR	2003P40015 US	2003P40015WOCN	2003P40015WOBR	2003P40015WOJP	2003P40013WEDE	2003P40013 TW	2003P40013WOJP	2003P40013WOCN	2003P40013 US	2003P40013WEBE	2001P40025WOCA	2001P40025WESE

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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

MICHELE ALTMANN
NOTARY PUBLIC OF NEW JERSEY
Commission # 50141914
My Commission Expires 10/28/2025

NOZA WATER

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 14th day of February 2020.

EVONIK CORPORATION

John Rolando

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, 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.

North Carolina 27406

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

Notary Public

MICHELE ALTMANN NOTARY PUBLIC OF NEW JERSEY Commission # 50141914 My Commission Expires 10/29/2025

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 <u>Exhibit A</u> ("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;

[confidential]

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) 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

Bornie Tulley

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 Jenatsck

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

Notary Public

LORIE M BUONOCORE

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 <u>Exhibit A</u> ("**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 7th 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

Bonnie Tulley

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. <u>Formation</u>. 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. <u>Name</u>. The name of the Company is Evonik Superabsorber LLC.
- 3. <u>Purpose</u>. 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. <u>Principal Office; Registered Agent.</u>
 - (a) <u>Principal Office</u>. 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) <u>Member</u>. 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

[confidential] PATENT
REEL: 063072 FRAME: 0926

- (b) <u>Additional Members</u>. 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. <u>Membership Interests; Certificates</u>. The Company will not issue any certificates to evidence ownership of the membership interests.

7. <u>Management of Company</u>.

- (a) <u>Board of Directors.</u> 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) <u>Authority and Powers</u>. 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) <u>Meetings of the Board of Managing Directors</u>. 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) <u>Electronic Communications</u>. 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) <u>Committees</u>. 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) <u>Compensation of Managing Directors</u>. 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) <u>Removal of Managing Directors</u>. 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) <u>Managing Directors as Agents</u>. 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. <u>Standards of Conduct</u>. 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) <u>Limited Liability</u>. 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) <u>Indemnification</u>. 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 Notwithstanding the foregoing, any and all indemnification and and administrators. 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. <u>Term.</u> The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 06.
- 13. <u>Capital Contributions</u>. 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) <u>Tax Status</u>. 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) <u>Income and Deductions</u>. 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. <u>Distributions</u>. Distributions shall be made to the Member at the times and in the amounts determined by the Board of Directors.
- 16. <u>Dissolution; Liquidation</u>.
 - (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. <u>Miscellaneous</u>.

- (a) <u>Amendments</u>. Amendments to this Agreement may be made only with the consent of the Member.
- (b) <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Delaware.
- (c) <u>Severability</u>. 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

7

[confidential]

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: CBJCHBCAABAA0epFl_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



Adobe Sign

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. The Company was formed as a limited liability company on February 2, Formation. 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 nonmandatory 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.
 - 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.

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

[confidential] **PATENT** REEL: 063072 FRAME: 0934

- (b) <u>Additional Members</u>. 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. <u>Membership Interests; Certificates</u>. The Company will not issue any certificates to evidence ownership of the membership interests.

7. <u>Management of Company</u>.

- (a) <u>Board of Directors.</u> 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) <u>Authority and Powers</u>. 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) <u>Meetings of the Board of Managing Directors</u>. 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) <u>Electronic Communications</u>. 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) <u>Committees</u>. 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) <u>Compensation of Managing Directors</u>. 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) <u>Removal of Managing Directors</u>. 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) <u>Managing Directors as Agents</u>. 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. <u>Standards of Conduct</u>. 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) <u>Limited Liability</u>. 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) <u>Indemnification</u>. 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 Notwithstanding the foregoing, any and all indemnification and and administrators. 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. <u>Term.</u> The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 06.
- 13. <u>Capital Contributions</u>. 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) <u>Tax Status</u>. 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) <u>Income and Deductions</u>. 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. <u>Distributions</u>. Distributions shall be made to the Member at the times and in the amounts determined by the Board of Directors.
- 16. <u>Dissolution; Liquidation</u>.
 - (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. <u>Miscellaneous</u>.

- (a) <u>Amendments</u>. Amendments to this Agreement may be made only with the consent of the Member.
- (b) <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Delaware.
- (c) <u>Severability</u>. 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

Bonnie Tully

By: Bonnie Tully Its: President

COMPANY:

Evonik Superabsorber LLC, a Delaware limited liability company

Evonik Corporation,

Bornie Tully

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: CBJCHBCAABAAd7fKpxBmYY-cGW4ZIWDMpsYSMucTxdXv

"Evonik Superabsorber Amended and Restated Operating Agree ment" 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
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- 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



Adobe Sign

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. <u>Assignment</u> 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.
- Further Assurances. Seller and Buyer shall execute and deliver such instruments and 3. 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 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.

- 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,
- Signatories; Counterparts. This Agreement may be executed in at least twelve 6. 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 Printer, NS on 13-13-21

NOAH FISCHE, ASSITANT SCHOOL

(name and position)

Evonik Superabsorber LLC

Executed in Passippany Mon 10-6/2021
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Gregory J. Hulligar Horago

(name and position)

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February 11, 2025

PATENT

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February | 1, 2025

03.12.2014 Evanik Sorperation	26.02.2014 2699808 03.12.2014 Evonik Corporation	28.03/2012/2699608	602012004136.6	Particulate superabsorbent polymer composition having improved performance	3011P00091WEDE
93.12.2014 Eventk Corporation	28.02.2014 2696608	28.03.2012 2898608	12711380,0-1801	Particulate superabsorbert polymer composition naving improved performance upparties	2011P000919VEFR
03 12 2014 Evanik Corporation	26.02.2014 2899808	28.03.2012-2599608	12711290,0-1361	Particulate superabsorbert polymer composition having improved performance properties	2011F000091WEBE
11.08.2015 Evanik Corporation	23.10.2014 9.102,806	02.97.2014.2014/0316049	14/321,929	Particulate superabsorbent polymer composition having improved performance	011P00891 US01
01,02,2018 Evanik Corporation	15-1-827038	28.03.2012	10-2013-7030827	Particulate superabsorbent polymer composition having improved performence projektiva	011P00091WOKR
27.03.2015 Evenik Corporation	5737917	28.03.2012	2014-505563	Farticulate superabsorbert polymer composition having improved performance properties	20)1P00091W0JP
25.11.2015 Evonik Corporation	29.01.2014 103547503	28.03.2012 103547503	201289019406.3	Particulate superabsorbent polymer composition having improved performance properties.	2011F000091WCCN
12.58.2014 Evanik Corporation	25.10.2012 8,802,796	21.04.2011.2012/0267570	13/091 844	Particulate superabsorbent polymer composition having improved performance properties	011500081 US
01.09/2017 Evenik Corporation			2012/21062	Particulate superabsorbent polymer composition having improved performance properties	2011P00091 GC
01.06.2016 Evanik Corporation	01.02.2013 1535464	19.04.2012 201304325	101113680	<u>Profesties</u> Pariculabs superabsorbert polymer composition having improved performance properties	2011FQQQ91 TW
11.02.2020 Evenik Corporation	07.01.2014 112013024336-8	28.03.2012 BR112013024336-8	112013024336-8	Particulate superabsorbent polymer composition traving improved performance	2011P00091WO8R
21.09.2016 Evenik Corporation	95.11.2014 2797972	03.12.2012.2797972	12795801.5-1301	Process for superabsorbent polymer and crosslinker composition	2011P00235WEFR
21.09.2016 Evenik Corporation	05.11.2014 2797972	03.12.2012.2797972	602012023336.2	Process for superabsorbent polymer and crossinner composition	2011P00235WEDE
07,12,2016 Evenix Corporation	04.09.2014 1686309	03 12/2012 /2014-0107491	2014-(01890)	PROSESTOY SUBSPECTABLE POWNER AND CLOSSINKST CONTROLLING	SO TOCOLGON CAX
16.04.2013 Evenik Corporation	8.420.567	30.12.2011	13/341,132	oscreent por	2011P00Z35 US
28.06.2016 Evenik Corporation	16.10.2014 9.375.507	17.01.2014.2014/0306156	14/157,789	Particulate superabsorbent polymer composition having improved stability	2013200102 US02
Total Strong Strong	05024501 G1027010	08.04.2014	2014/28969	Particulate superabsorbent polymer composition having improved stability	2013950102GC
Evenik Corporation	24.22.32.65.55.55.5	35 04 2014 35 04 2014	2014/26970	Particulate authorization polymer composition having improved stability	2013500409 TW
1.1 10.2018 Evenik Corporation	91,02,2015 1637995	10.04.2014-201504314	103112788	Particulate superabsorbent polymer composition having improved stability	2013PG01G2 TWG2
Evenik Corporation	18.07.2017	10.04.2014 1120150255604	112015025550-4	22 Particulate superabsorbent polymer composition having improved stability	2013F00102WOBR22
22.05.2018 Evenik Companion	27 01 2016 105280400	10.04.2014 20182014101	201480032349.5	2. Particulate substatiscrisent polymer composition having improved stability	2013P00102WDCN22
05.09.2019 Evonik Corporation	10-2018488	10.04.2014	70-2015-/032124	Cartollate superabsorbent polymer compassion having improved stability	SOLOGO CONTROL BASE
15.12.2020 Evonik Corporation	015925521-3 18.07 2017 112015925521-3 15.12.2020 Evonik Corporation	07.04.2014 BB112015025521-3	112015025521-3	A Particulate superabsorbent polymer composition having improved stability	20132001027708804
05.09.2019 Events Corporation	10-2018469	07.04.2034	10-2015-7032125	A Particulate superabsorbent polymer composition having improved stability	2013P00102WOKR04
Evoruk Corporation	17.02.2016	07.04.2014.2984125	14723245.8-1308	Particulate superabsorbent polymer composition having improved stability	2013F00102WE 04
19.06.2020 Evenik Corporation	28.02.2019 8720271	10,04,2014,2019-031691	2018-205238	3 Particulate superabsorbent polymer composition having improved stability	52-170MZ010545107
27.02.2019 Events Corporation	17.02.2016.2984124	10.04.2014 2084124	14716810.8-1308	2 Fartiquiate superabsorbent polymer composition having improved stability	2013P00102VVEBE22
27.02.2019 Evanik Corporation	17.02.2016.2984124	10.04.2014.2984124	14716810 B-1308	2 Particulate superabsorbent polymer composition having improved stability	2013P00102WEFR22
05.04.2016 Evenik Corporation	16,10,2014 9,302,248	10.04.2013 2014/0306155	13/660,019	Particulate superabsorbent polymer composition having improved stability	2013P00102 US
16.09.2020 Evenik Corporation	14.10.2015.2930191	67.04.2014.2936191	14163666, 2-1302	SUPERABSORBENT POLYMER HAVING FAST ABSORPTION	2013P00233EFBE
16.09.2020 Evenik Corporation	14.10.2015 2930191	07.04,2014 2930191	802014070192.2	SUPERABSORBENT POLYMER HAVING FAST ABSORPTION	2013P00233EPDE
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12.06.2020 Evenik Corporation	14.10.2015 (04974312	03.04.2015 104974312	201510158025.9	SUPERABSORBENT POLYMER HAVING FAST ABSORPTION	2013P00233 CN
10.02.2017 Eventik Corporation	12 11 2015 6087973	06.04.2015.2015-199958	2015-077522	SUPERABSORBENT POLYMER HAVING FAST ABSORPTION	2013P00233 JP
Depart Designation	05.07.2018	29.12.2015.2019/0198042	15/394 088	CONTINUOUS STRAND SUPERABSONSENT POLYMERIZATION	2015P00135 US
Evon's Corporation	12.07.2038 05.07.2038	28.12.2017.2018-109175	2017-1480444	CONTRIBUCIOS STRANDOS FRANCISCONDENIOS OF AMERICAN FOR THE CONTRIBUTION	2015P00135 CN
Evonik Corporation		28 12 2017	10-2017-0182951	CONTINUOUS STRAND SUPERABSORBENT POLYMERIZATION	2015P00135 KR
Evonik Corporation	01.99.2018 Evonik Cor	28.12.2017 201831525	156146254	CONTINUOUS STRAND SUPERASSORBENT POLYMERIZATION	2015F00135 TW
11.12.2019 Evonik Corporation	04,97,2018 3342787	28,12,2017 3342787	602017009589-3	CONTINUOUS STRAND SUPERABSORBENT POLYMERIZATION	2015F00135EPDE
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24.11.2015 Evonik Corporation	02.51.2507 Pi0416100:9 24.11.2015 Evonik Corporation		PI0418100-9	SUPERABORSENT FOLYMER WITH HIGH PERMEASILITY	2003P40015WOSR
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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

MICHELE ALTMANN NOTARY PUBLIC OF NEW JERSEY Commission \$ 60141914 My Commission Explose 10/28/2025

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 14th day of February 2020.

EVONIK CORPORATION

John Rolando

President

AFFIDAVIT

State of New Jersey County of Morris

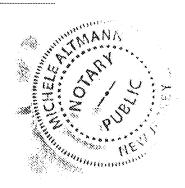
I, Patricia Malcolm, a Notary Public in and for said State, hereby certify that Gregory J. Mulligan was appointed on February 9, 2021, respectively, as Manager of Evonik Superabsorber LLC, a Delaware limited liability company, with an address at 299 Jefferson Road, Parsippany, New Jersey 07054, USA and 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

MICHELE ALTMANN NOTARY PUBLIC OF NEW JERSEY Commission \$ 50141914 My Commission Expires 10/28/2025



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 <u>Exhibit A</u> ("**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;

[confidential]

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) 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

Bornie Tulley

Its: President





United States Patent and Trademark Office





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

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
EVONIK CORPORATION	10/13/2021

RECEIVING PARTY DATA

Name:	EVONIK SUPERABSORBER LLC
Street Address:	299 JEFFERSON ROAD
City:	PARSIPPANY
State/Country:	NEW JERSEY
Postal Code:	07054

PROPERTY NUMBERS Total: 15

Property Type	Number
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

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

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RECEIPT INFORMATION

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

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6985075

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
EVONIK CORPORATION	10/13/2021

RECEIVING PARTY DATA

Name:	EVONIK SUPERABSORBER LLC
Street Address:	299 JEFFERSON ROAD
City:	PARSIPPANY
State/Country:	NEW JERSEY
Postal Code:	07054

PROPERTY NUMBERS Total: 15

Property Type	Number
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

CORRESPONDENCE DATA

Fax Number: (973)929-8839

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.

Phone: 9739298833

PATENT REEL: 063072 FRAME: 0957

506938237

Email: ipm-na@evonik.com **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 SIGNED:** 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

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This **PATENT ASSIGNMENT AGREEMENT** (this "<u>Agreement</u>"), 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 ("<u>Buyer</u>" or "<u>Assignee</u>", and, together with Seller, the "<u>Parties</u>").

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. <u>Assignment</u> 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.
- Further Assurances. Seller and Buyer shall execute and deliver such instruments and 3. 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 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.

- 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,
- Signatories; Counterparts. This Agreement may be executed in at least twelve 6. 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 Printer, NS on 13-13-21

NOAH FISCHE, ASSITANT SCHOOL

(name and position)

Evonik Superabsorber LLC

Executed in Passippany Mon 10-6/2021
Lingary of Mulleyon

Gregory J. Hulligar Horago

(name and position)

tio Male PATRICIA MALCOLM Commission # 2228335 Public, State of New Jerse My Commission Expires February 11, 2025

> **PATENT** REEL: 063072 FRAME: 0961

PATRICIA MALCOLM Commission#2228335 Notary Public, State of New Jersa My Commission Expires

February | 1, 2025

03.12.2014 Evanik Sorporation	26.02.2014 2699608 03.72.2014 Evanik Corporation	28.03.2012.2693608	602012094136.5	Particulate superabsorbent polymer composition having improved performance	011P00091WEDE
93.12.2014 Eventk Corporation	28.02.2014 2699608	28.03.2012 2895608	12711380,0-1801	Particulate superabsorbert polymer composition having improved performance unperfies	2011P00091WEFR
93 12 2014 Evenik Corporation	***************************************	28.03.2012 2699658	(2711390.0-130)	Particulate superabsorbent polymer composition having improved performance properties	OT IPODOGIVVEBE
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27.03.2015 Evenik Corporation	5717917	28.03.2012	2014-505563	Farticulate superabsorbert polymer composition having improved performance properties	0.1P00091WOJP
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01.06.2016 Evanik Carporation	01.02.2013 1535464	19.04.2012 201304825	101113680	Pariticulas superabsorbert polymer composition having improved performance	011P00091 TW
11.02.2020 Evenik Corporation	07.01.2014 112013024336-8	28.03.2012 BR112013024336-8	112013024336-8	Padiculate superabsorbent polymer composition having improved performance	H 1-HOOSHWOBH
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28.06.2016 Evonik Corporation	16.10.2014 9.375.507	17 01 2014 2014/0306156	14/157,789	Particulate superabsorbent polymer composition having improved stability	13200102 US02
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12.01.2021 Everik Corporation	29,72,2975 7020707474-0	01.04 k0 to 37 (0201500/4)4-0	10.0018 202857	BUDERARCORDENT FOR WATER TAVING FACT ARCORDETION	13500333 KB
12.08.2020 Evenik Corporation	14.10.2015 (04974312	03.04.2015 104974312	201510158025.9	SUPERABSORBENT POLYMER HAVING FAST ABSORPTION	13P00233 CN
19.02.2017 Eventh Corporation	12.11,2015 6087973	06.04 2015 2015-199958	2015-077522	SUPERABSORBENT POLYMER HAVING FAST ABSORPTION	13P00233 JP
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11.12.2019 Evenik Corporation	04.07.2018 3342787 11.12.2019 Evonik Corporation	28.12.2017 3342787	602017008588.3	CONTINUOUS STRAND SUPERABSORBENT POLYMERIZATION	15F00135EPDE

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©3.11.2010 Evanik Corporation		12.09.2002 1438354	02798791.6-2115	Cellulose material with improved absorbancy	2001P40025WESE
27.10.2009 Evenik Corporation	;	12.09.2002 2.480.152	2 480 152	Cellulose material with improved absorbency	2001P40025WOCA
09.03.2016 Evonik Corporation	7.2006 (675630	10.09.2004 1675630	04783653.6-1308		2003F40013WEBE
23.10.2007 Even® Corporation	52 17.03.2005 7.285.614 23.	12,09,2003-2005-059762	10/860,982		(2003P40013 US
10.09.2008 Evenik Corporation	13.12.2006 100417422 10.0	10.09.2004 1878578	290480033389.6	Superabsorbent Polymer With Slow Absorption Times	2003840313WDCN
02.09.2011 Eventh Corporation	4819635	10.09.2094	2006-526366		~
01 01 2010 Evanik Corporation	16.07.2005 848992	31.06.2904.200523307	93125159	Superabsorbent Polymer With Slow Absorption Times	
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01.02.2013 Evonik Corporation	5168710 01.02.2013 Eyonik Cerpotation	28 10 2004	2006-538268	SUPERABORBENT POLYMER WITH HIGH PERMEABILITY	2003P40015WOUP
24,11,2015 Evonik Corporation	0 02.51.2007 Pi0416100-9 24.11.2015 Evonik Corporation	28.10.2004 Pi0416100	FI0416100-9	SUPERABORBENT FOLYMER WITH HIGH PERMEABILITY	2003P40015WOSR
22.04.2009 Everilk Corporation)	24.01.2007 Z1.200480039484.8	28.10.2004 1902265	200480039464.6	SUPERABORBENT POLYMER WITH HIGH PERMEABILITY	\$2003P40015WOCN
06.02.2007 Evenik Corporation	05,05,2005 7,173,086	31.10,2003-2005-096435	10/699-205	SUPERABORBENT POLYMER WITH HIGH PERMEABILITY	SG 5150548005
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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

MICHELE ALTMANN NOTARY PUBLIC OF NEW JERSEY Commission \$ 60141914 My Commission Explose 10/28/2025



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 14th day of February 2020.

EVONIK CORPORATION

John Rolando

President

AFFIDAVIT

State of New Jersey County of Morris

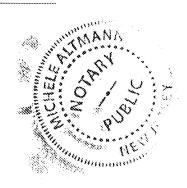
I, Patricia Malcolm, a Notary Public in and for said State, hereby certify that Gregory J. Mulligan was appointed on February 9, 2021, respectively, as Manager of Evonik Superabsorber LLC, a Delaware limited liability company, with an address at 299 Jefferson Road, Parsippany, New Jersey 07054, USA and 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

MICHELE ALTMANN NOTARY PUBLIC OF NEW JERSEY Commission \$ 50141914 My Commission Expires 10/28/2025



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 <u>Exhibit A</u> ("**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;

[confidential]

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) 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

Bornie Tulley

Its: President

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