

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8096387

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AVIENT CORPORATION	11/01/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FORMERRA, LLC (FKA HILO GROUP BUYER, LLC)
<b>Street Address:</b>	1252 WINDHAM PARKWAY
<b>City:</b>	ROMEDEVILLE
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60446
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9175156
<b>Patent Number:</b>	9290645
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Email:</b>	jonathan.bradford@ropesgray.com
<b>Correspondent Name:</b>	ROPES & GRAY LLP
<b>Address Line 1:</b>	PRUDENTIAL TOWER
<b>Address Line 2:</b>	800 BOYLSTON STREET
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02199-3600
<b>ATTORNEY DOCKET NUMBER:</b>	118634-0004
<b>NAME OF SUBMITTER:</b>	JONATHAN BRADFORD
<b>SIGNATURE:</b>	/JONATHAN BRADFORD/
<b>DATE SIGNED:</b>	08/04/2023
<b>Total Attachments: 6</b>	
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## PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("**Agreement**"), dated and effective as of November 1, 2022, is made by and between Avient Corporation, an Ohio corporation ("**Assignor**") and Formerra, LLC (fka Hilo Group Buyer, LLC), a Delaware limited liability company ("**Assignee**") (each a "**Party**," and, collectively, the "**Parties**").

### RECITALS

A. Pursuant to that certain Asset Purchase Agreement, dated as of August 11, 2022, as may be amended (the "**Purchase Agreement**"), by and between Assignor and Assignee, among other things, Assignor agreed to sell, convey, assign, transfer and deliver all of the Purchased Assets to Assignee.

B. The Purchase Agreement provides that, in connection with the consummation of the transactions contemplated thereby, the Parties will enter into this Agreement pursuant to which Assignor will effect the assignment of certain Patents on the terms, and subject to the conditions, set forth in this Agreement.

C. Capitalized terms used in this Agreement and not otherwise defined in this Agreement have the meanings ascribed thereto in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, the representations, warranties, covenants, and agreements contained herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE I ASSIGNMENT GRANT

Section 1.1 Effective as of the date hereof, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in and to the Patents set forth on Schedule 1 hereto (the "**Transferred Patents**"), including any and all issuances, divisions, provisionals, continuations, continuations-in-part, reissues, foreign counterparts, extensions, reexaminations and renewals thereof existing now or in the future, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully, exclusively and entirely as the same would have been held and enjoyed by Assignor if this sale, transfer, assignment, conveyance and delivery had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including all claims for damages by reason of past, present and future infringement or other unauthorized use of the Transferred Patents, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Section 1.2 Assignor hereby authorizes and requests the Commissioner for Patents of the United States Patent and Trademark Office and any other similar governmental authority to record Assignee as owner of the Transferred Patents and to issue any and all patents issued thereon to Assignee.

Section 1.3 The Parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions contemplated by this Agreement.

Section 1.4 No Party may assign this Agreement (by operation of Law or otherwise) without the prior written consent of the other Party. Any attempted assignment in violation of this Section 1.4 shall be void. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the Parties and their permitted successors and assigns.

Section 1.5 All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the Schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Any Action seeking to enforce any provision of, or based on any right arising out of, this Agreement or the transactions contemplated hereby may be brought against any of the Parties only in the courts of the State of Ohio or of the United States of America for the District of Ohio, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such Action and waives any objection to venue laid therein.

Section 1.6 No provision of this Agreement, including any Schedule hereto, may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by the Parties.

Section 1.7 This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or .pdf shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 1.8 This Agreement is being executed solely to give effect to the transactions contemplated by the Purchase Agreement and therefore is subject to the terms of the Purchase Agreement. Nothing in this Agreement, express or implied, is intended to, or will be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

Section 1.9 All notices, requests, permissions, waivers and other communications hereunder will be in writing and will be deemed to have been duly given (a) when sent, if sent by email (provided, that such notice shall be sent concurrently via overnight courier service, return receipt requested), (b) when delivered, if delivered personally to the intended recipient, and (c) one Business Day following sending by overnight delivery via an international courier service, return receipt requested and, in each case, addressed to a Party at the following address for such Party (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 1.9):

If to Assignor:

Avient Corporation  
33587 Walker Rd  
Avon Lake, Ohio 44012  
Attention: Lisa Kunkle and Joel Rathbun  
Email: lisa.kunkle@Avient.com  
joel.rathbun@Avient.com

with a copy to:

Jones Day  
250 Vesey Street  
New York, New York 10281  
Attention: James Dougherty and Benjamin Stulberg  
Email: jpdougherty@jonesday.com  
blstulberg@jonesday.com

If to Assignee:

H.I.G. Middle Market, LLC  
1271 Avenue of the Americas, 23rd Floor  
New York, NY 10020  
Attention: Robert Jang  
Email: rjang@higcapital.com

with a copy to:

Ropes & Gray LLP  
1211 Avenue of the Americas  
New York, New York 10036  
Attention: Carl Marcellino  
Email: carl.marcellino@ropesgray.com

Section 1.10 Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable Laws, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

Section 1.11 Assignor hereby covenants that, effective as of the date hereof, it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

**ASSIGNOR:**

AVIENT CORPORATION

*Joel Rathbun*

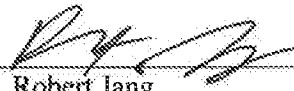
By: \_\_\_\_\_

Name: Joel Rathbun

Title: Senior Vice President, M&A

**ASSIGNEE:**

FORMERRA, LLC (FKA HILO GROUP BUYER, LLC)

By:   
Name: Robert Jang  
Title: President

Schedule 1

Transferred Patents

Country	Appl. No.	Appl. Date	Patent No.	Patent Date	Expiry Date	Status	Title	Inventor	Owner
United States of America	14/344,043	2014/03/10	9175156	2015/11/03	2032/09/13	Granted	SUSTAINABLE THERMOPLASTIC COMPOUNDS	Jack R. Prince   Jason D. Piumi	Avient Corporation   Revolutionary Plastics, LLC
United States of America	14/002,629	2013/08/30	9290645	2016/03/22	2032/03/01	Granted	CYCLE TIME REDUCTION MASTERBATCHES AND THEIR USE IN THERMOPLASTIC COMPOUNDS	Jack R. Prince   Jason D. Piumi	Avient Corporation   Revolutionary Plastics, LLC

PATENT

REEL: 064491 FRAME: 0316

RECORDED: 08/04/2023