

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI123001

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY ASSIGNMENT CONFIRMATION AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Celanese Sales Germany GmbH	12/04/2023
RECEIVING PARTY DATA	
Company Name:	Nutrinova Germany GmbH
Street Address:	Am Unisys-Park 1
Internal Address:	Sulzbach im Taunus
City:	Hessen
State/Country:	GERMANY
Postal Code:	65843
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	13640328
Application Number:	13640330
Application Number:	13901735
Application Number:	15431665
Application Number:	17194645
Application Number:	13630384
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2128487272
Email:	Austin.Grossfeld@shearman.com,roque.rodriquez@shearman.com
Correspondent Name:	Austin Grossfeld
Address Line 1:	599 Lexington Avenue
Address Line 2:	Shearman & Sterling LLP
Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	01409-8
NAME OF SUBMITTER:	Roque Rodriguez
SIGNATURE:	Roque Rodriguez

DATE SIGNED:	03/27/2024
Total Attachments: 6 source=Forte Short Form Assignment (CSG to NG) USA Patents#page1.tif source=Forte Short Form Assignment (CSG to NG) USA Patents#page2.tif source=Forte Short Form Assignment (CSG to NG) USA Patents#page3.tif source=Forte Short Form Assignment (CSG to NG) USA Patents#page4.tif source=Forte Short Form Assignment (CSG to NG) USA Patents#page5.tif source=Forte Short Form Assignment (CSG to NG) USA Patents#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT CONFIRMATION AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT CONFIRMATION AGREEMENT (this "Agreement"), dated as of December 4, 2023, is entered into by and between Celanese Sales Germany GmbH, with its registered office located at Am Unisys-Park 1, 65843 Sulzbach im Taunus, Hessen Germany ("Assignor"), and Nutrinova Germany GmbH, with its registered office located at Am Unisys-Park 1, 65843 Sulzbach im Taunus, Hessen Germany ("Assignee") (each a "Party" and collectively, the "Parties").

WHEREAS, pursuant to the terms and subject to the conditions set forth in the Spin-Off Plan, dated and executed November 11, 2022 by Assignor (the "Spin-Off Plan"), and in accordance with the assignment provisions set forth in Sections 2.3 and 2.12 of the Spin-Off Plan, with a tax effective date as of the end of the day on September 30, 2022 (the "Effective Time"), Assignor assigned, conveyed and transferred to Assignee all of the intellectual property set forth on Schedule A (the "Transferred IP"); and

WHEREAS, the Parties now wish to confirm the assignment, conveyance and transfer of the Transferred IP from Assignor to Assignee as of the Effective Time under the Spin-Off Plan, which for the avoidance of doubt was completed under, and in accordance with, the Spin-Off Plan, for purposes of recording Assignee's right, title and interest in and to the applications and registrations included in the Transferred IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to confirm the assignment, conveyance and transfer that was completed under the Spin-Off Plan, the Parties, intending to be legally bound, hereby agree as follows:

1. Confirmation of Transfer of Transferred IP. Effective as of the Effective Time, Assignor hereby confirms the assignment, conveyance and transfer to Assignee of all of Assignor's right, title and interest in and to the Transferred IP and any and all goodwill of the business symbolized by the trademarks therein under Sections 2.3 and 2.12 of the Spin-Off Plan, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. No Claims. Neither Assignor nor any of its Affiliates, nor its or their respective directors, officers, employees, agents and advisors (together, "Representatives") (a) makes any representation or warranty in this Agreement, express or implied, at law or in equity, in respect of the Transferred IP; or (b) will have, or be subject to, any liability or indemnification obligation to Assignee, any of its Representatives or any other entity or person resulting from this Agreement. To the extent the terms and provisions of this Agreement conflict with the Purchase Agreement or the Spin-Off Plan, the terms and provisions of the Purchase Agreement or the Spin-Off Plan, as applicable, shall control. Each Party shall cause its respective Representatives to comply with this Section 2.

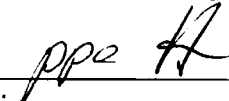
3. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, except to the extent that applicable local law mandatorily applies to the transfer of title of the Transferred IP hereunder.

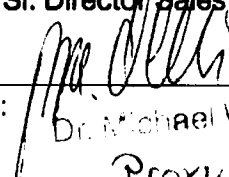
4. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

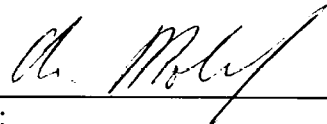
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

CELANESE SALES GERMANY GMBH

By: 
Name: _____
Title: **Dorothee Harre** Proxy Holder
Sr. Director Sales EMEA

By: 
Name: _____
Title: **Dr. Michael Willms**
Proxy Holder

NUTRINOVA GERMANY GMBH

By: 
Name:
Title:

By: 
Name:
Title:

Frank Goergen
Head of Quality &
Food Safety Management

Proxy Holder

Schedule A

Trademarks

Mark Name	Country	Status	Application Number	Filed Date	Registration Number	Registration Date
NUTRINOVA	United States of America	Registered	75-441722	02-27-1998	2494624	10-02-2001
SUNETT	United States of America	Registered	74-571002	09-08-1994	1924952	10-10-1995
NUTRINOVA (Logo)	United States of America	Pending	98116887	08-04-2023		

Patents

Title	Status	Country	Application Number	Filed Date	Patent No.	Grant Date	Expiry Date
Method to Recover Organic Tertiary Amines from Waste Sulfuric Acid	Granted	United States of America	13/640328	04-13-2011	8658830	02-25-2014	04-13-2031
Method for the Manufacture of an Ammonium Sulfate Composition	Granted	United States of America	13/640330	04-13-2011	8496905	07-30-2013	04-13-2031
Process for producing acesulfame potassium	Granted	United States of America	13/901735	05-24-2013	9024016	05-05-2015	05-24-2033
Process for producing acesulfame potassium	Granted	United States of America	15/431665	02-13-2017	RE48464	03-16-2021	02-13-2037
Process For Producing Acesulfame Potassium	Application	United States of America	17/194645	03-08-2021			

Title	Status	Country	Application Number	Filed Date	Patent No.	Grant Date	Expiry Date
Taste-masking compositions, sweetener compositions and consumable product compositions containing the same	Granted	United States of America	13/630384	09-28-2012	9138011	09-22-2015	03-07-2033