

AMY SPAN WERGELES, HENKEL OF AMERICA, IN COMPANY: ONE HENKEL WAY

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

03/03/2011
 900185412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Indapco, Inc.		04/01/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Henkel KGaA		
Street Address:	Henkelstrasse 67		
City:	Duesseldorf		
State/Country:	GERMANY		
Postal Code:	D-40589		
Entity Type:	partnership limited by shares: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2549677	SERIES 767	
CORRESPONDENCE DATA			
Fax Number:	(860)571-5028		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	860.571.2661		
Email:	amy.wergeles@henkel.com, lizette.sayah@henkel.com		
Correspondent Name:	Amy Span Wergeles, Henkel of America, In		
Address Line 1:	One Henkel Way		
Address Line 2:	Law Department - Trademarks		
Address Line 4:	Rocky Hill, CONNECTICUT 06067		
ATTORNEY DOCKET NUMBER:	SERIES 767		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

CH \$40.00 2549677

AMY SPAN WERGELES, HENKEL OF AMERICA, IN COMPANY: ONE HENKEL WAY

Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Amy Span Wergelas
Signature:	//Amy Span Wergelas//
Date:	03/03/2011
Total Attachments: 12 source=Assignment Agreement A2#page1.tif source=Assignment Agreement A2#page2.tif source=Assignment Agreement A2#page3.tif source=Assignment Agreement A2#page4.tif source=Assignment Agreement A2#page5.tif source=Assignment Agreement A2#page6.tif source=Assignment Agreement A2#page7.tif source=Assignment Agreement A2#page8.tif source=Assignment Agreement A2#page9.tif source=Assignment Agreement A2#page10.tif source=Assignment Agreement A2#page11.tif source=Assignment Agreement A2#page12.tif	

Agreement
A 2

Dated 1 April 2008

- (1) NATIONAL STARCH AND CHEMICAL INVESTMENT HOLDING CORPORATION
- (2) INDOPCO, INC.
as Assignors
- (3) HENKEL KGaA as Assignee

ASSIGNMENT OF CERTAIN PATENTS AND
TRADE MARKS

MAYER • BROWN

LONDON

CONTENTS

Clause	Page
1. Definitions and interpretation	1
2. Assignment	2
3. Further assurance	3
4. Governing law and jurisdiction.....	3
 Schedule	
1. Patents	4
2. Trade Marks	102

THIS AGREEMENT is dated 1 April 2008 and made between:

- (1) **NATIONAL STARCH AND CHEMICAL INVESTMENT HOLDING CORPORATION**, a corporation incorporated under the laws of Delaware, USA whose principal place of business is at 1000 Uniqema Blvd., New Castle, DE 19720, USA ("NSCIH");
- (2) **INDOPCO, INC.**, a Delaware corporation, ("Indopco") (including Indopco, Inc. d/b/a National Starch and Chemical Company);

NSCIH and Indopco each being an "Assignor" and together the "Assignors"; and

- (3) **HENKEL KGaA** whose registered office is at Henkelstraße 67, 40589 Düsseldorf with number HRB 4724) (the "Assignee"),

BACKGROUND:

In connection with a sale and purchase agreement dated 13 August 2007 between Akzo Nobel N.V. and the Assignee (the "Principal Agreement"), the Assignors have agreed to assign certain Patents and Trade Marks owned by them to the Assignee on the terms set out below.

IT IS AGREED that:

1. DEFINITIONS AND INTERPRETATION

1.1 Defined terms

In this Agreement:

"**Patents**" means those patents and patent applications specified in Schedule 1 (*Patents*) (and shall include (i) any patents issuing from such patent applications, and (ii) any patents or patent applications claiming priority to them, in each case throughout the world); and

"**Trade Marks**" means those trade marks and trade mark applications specified in Schedule 2 (*Trade Marks*) (and shall include registered trade marks issuing from such applications, throughout the world).

1.2 Meaning of references

In this Agreement, unless the context requires otherwise, any reference to:

- (a) this Agreement includes the Schedules, which form part of this Agreement for all purposes;
- (b) any English statutory provision or English legal term for any action, remedy, method of judicial proceeding, document, legal status, court, official or other legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English statutory provision or English legal term;

- (c) £ or sterling is to the lawful currency from time to time of the United Kingdom; and
- (d) \$ or dollars is the lawful currency from time to time of the United States of America.

1.3 **Headings and table of contents**

In this Agreement, the table of contents and headings are included for convenience only and shall not affect the interpretation or construction of this Agreement.

1.4 **No restrictive interpretations**

In this Agreement, general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

2. **ASSIGNMENT**

2.1 **Assignment of Patents and Trade Marks**

Handwritten signature: J. B. ...

In consideration of the sum of [redacted] paid by the Assignee to NSCIH and the sum of [redacted] paid by the Assignee to Indopco, in each case paid in accordance with Clause 2.2 (*Payment details*), the receipt and adequacy of which the Assignors now acknowledge, each Assignor hereby assigns to the Assignee, effective as of 1 April 2008 New York time:

- (a) all its right, title and interest in and to the Patents listed against its name (in the case of NSCIH, its name being indicated by the code "NIHC" and in the case of Indopco, its name being indicated by the code "INNS"), in Schedule 1 (*Patents*); and
- (b) all its right, title and interest in and to the Trade Marks listed against its name (using the codes mentioned in sub-clause (a)), in Schedule 2 (*Trade Marks*) together with all goodwill inherent in such Trade Marks but no other or greater goodwill,

to hold unto the Assignee absolutely. The rights agreed to be so assigned include the right to sue for, and to recover any damages and other remedies in respect of, any past, present or future infringement of the Patents and/or of the Trade Marks and to fully stand in place of each Assignor in all matters relating to the Patents and Trade Marks. The Assignee grants to the Assignors an exclusive licence of the Patents and Trade Marks assigned to it, for itself and for Akzo Nobel N.V. and its other subsidiaries and subsidiary undertakings, to use the same for all purposes. This licence shall be irrevocable and shall remain in effect until Completion (as defined in Clause 2.3 (*Obligation to re-transfer*)) occurs, or until the re-assignment provided for in Clause 2.3 takes place, as the case may be.

2.2 **Payment details**

Payment of the consideration shall be made in accordance with the instructions already provided to the Assignee.

2.3 **Obligation to re-transfer**

If Completion (as defined in the Principal Agreement, but other than in relation to any business in respect of which the parties to the Principal Agreement agree that Completion is to be deferred) has not occurred on or before 16 April 2008, the Assignee shall promptly re-assign to each of the Assignors (or as they shall direct) the Patents and Trade Marks respectively assigned by each of them hereunder and the Assignors shall repay to the Assignee all consideration received by them under this Agreement. The Assignee therefore undertakes not to transfer any interest in or title to, or encumber, or grant any licence or right in respect of, any of the Patents and Trade Marks to any third party until Completion has occurred.

Asimply
msl
SH-dy

3. **FURTHER ASSURANCE**

The Assignors will, at the Assignee's request and expense, promptly execute all documents and deeds which the Assignee considers are necessary or desirable for giving full effect to and the proper recordation of any assignment executed in accordance with Clause 2 (*Assignment*).

4. **GOVERNING LAW AND JURISDICTION**

4.1 **Governing law**

This Agreement shall be governed by and construed in accordance with English law.

4.2 **Jurisdiction**

Each party irrevocably submits to the exclusive jurisdiction of the English courts to settle any dispute which may arise under or in connection with this Agreement or the legal relationships established by this Agreement.

EXECUTION:

The parties have shown their acceptance of the terms of this Agreement by executing it after the Schedules.

SCHEDULE 2
TRADE MARKS

WORLDWIDE TRADEMARKS FILED ON OR AFTER July 10, 1999

<u>Trademark</u>	<u>Cltry</u>	<u>Status</u>	<u>O. App. Dt</u>	<u>Cur. Own. Code</u>
PURFECT GLAZE	USA	G	17JA2003	INNS
CERAMISHIELD	CTM	G	05DE2005	NINC
ABLEBOND	CHIN	G	10JE2003	NINC
ABLEBOND	PHIL	G	19MY2000	NINC
ABLEFILM	CHIN	G	10JE2003	NINC
ABLEFILM	PHIL	G	19MY2000	NINC
ABLEFLEX	USA	G	07JE2000	INNS
ABLEFLEX	CHIN	G	27AP2004	NINC
ABLELOC	USA	G	07JE2000	NINC
ABLELOC	CHIN	G	27AP2004	NINC
ABLELUX	USA	G	07JE2000	INNS
ABLELUX	CHIN	G	10JE2003	NINC
ABLESTIK	INDI	F	21OE2005	NIJC
ABLETHERM	CHIN	G	10JE2003	NINC
ABLETHERM	PHIL	G	19MY2000	NINC
ACHESON	CHIN	G	27AP2002	NINC
ACHESON	CHIN	F	27AP2002	NINC
ACHESON	CHIN	G	27AP2002	NINC
ACHESON	CHIN	G	14DE1999	NINC
ACHESON	HONG	G	03JE2003	NINC
ACHESON TEARDROP	CHIN	G	27AP2002	NINC
ACHESON TEARDROP	CHIN	G	27AP2002	NINC
ACHESON TEARDROP	CHIN	G	27AP2002	NINC
ACHESON TEARDROP	HONG	G	03JE2003	NINC
AERO-BOND	CTM	G	07SE1999	NINC
AEROBOND	USA	G	28JE2000	INNS
AEROFRAME	USA	B	21JE2004	INNS
AEROFRAME	MEXI	G	21JE2004	INNS
BONDMASTER	INDO	G	05FE2003	NINC

BONDMASTER	VIET	G	14FE2001	NINC
CERAMISHIELD	USA	G	28NO2005	INNS
CERAMISHIELD	CTM	G	05DE2005	NINC
CERAMISHIELD	TURK	G	05DE2005	NINC
CIELOK	VIET	G	14FE2001	NINC
CIEPAK	VIET	G	14FE2001	NINC
COLD-CORR	USA	F	29AO2007	INNS
COLD-CORR	CANA	F	05SE2007	NINC
CONTOUR	USA	G	07JE2000	INNS
COOL WRAP	USA	G	06JA2001	INNS
COOL-BIN	USA	G	09OC2003	INNS
COOL-BIND	JAPA	G	22JA2002	NINC
COOL-CORR	USA	F	29AO2007	INNS
COOL-CORR	CANA	F	05SE2007	NINC
COOL-LOK	SAPR	F	27MY2004	NINC
COOL-MELT	COST	G	28SE1999	NINC
COOL-MELT	SAPR	F	27MY2004	NINC
COOL-MELT	VENE	G	02NO1999	NINC
CORRALON	USA	G	11JA2002	INNS
DERMA-TAK	USA	G	19AO1999	INNS
DERMA-TAK	USA	F	24OC2007	INNS
DERMA-TAK	GREC	G	03SE1999	NINC
DERMA-TAK	ITAL	G	23AU1999	NINC
DERMA-TAK	KORS	G	06AU1999	NINC
DUR-O-BOND	ITAL	G	23AU1999	NINC
DURIBOND	JAPA	G	09AG2005	NINC
DURO-LOK	VIET	G	14FE2001	NINC
DURO-TAK	USA	G	27MR2001	INNS
EASY-PAC	USA	G	15JE2005	INNS
EASY-PAC	JAPA	F	01AO2007	NINC
EASYFILL	USA	F	31OC2007	INNS
EASYFILL	CHIN	F	14NO2007	NINC
EASYFILL	CTM	F	21DE2007	NINC
EASYFILL	KORS	F	14NO2007	NINC

EASYMELT	JAPA	G	25MR2000	NIBC
EASYTANK	USA	F	31OC2007	INNS
EASYTANK	CHIN	F	14NO2007	NIBC
EASYTANK	CTM	F	06NO2007	NIBC
EASYTANK	KORS	F	14NO2007	NIBC
ECCOSEAL	USA	G	14DE2004	NIBC
ECCOSEAL	CHIN	F	19AP2006	NIBC
ECO-CORR	USA	F	29AU2007	INNS
ECO-CORR	CANA	F	05SE2007	NIBC
ETIMELT	USA	G	29JE2006	INNS
FASTER QUALITY	USA	F	04SE2007	INNS
FILTER-LOK	USA	G	05NO2003	INNS
HY-PURE	USA	F	04AP2007	INNS
HY-PURE	CANA	F	05AP2007	INNS
INSTANT-PAK	USA	G	02AP2002	INNS
KOR LOK	TAIW	G	30SE2004	NIBC
KOR-LOK	VIST	G	14FR2001	NIBC
MULTI-LOK	USA	G	14JL2000	INNS
N-DURANCE	USA	G	22AO2006	INNS
N-DURANCE	CANA	F	23AU2006	INNS
NOVALON	USA	G	02OC2000	INNS
OPTAMYL	PHIL	G	03MR2000	NIBC
PG design	USA	G	18DE2002	INNS
PROLOC	USA	F	12RO2007	INNS
PROLOC	CANA	F	12NO2007	NIBC
PROLOC	CTM	F	14NO2007	NIBC
PROLOC	JAPA	F	13NO2007	NIBC
PROLOC	KORS	F	14NO2007	NIBC
PRONTO	USA	F	16JA2007	INNS
PRONTO	CHIN	F	25JA2007	NIBC
PRONTO	CHIN	F	25JA2007	NIBC
PUR-FECT BIND	USA	G	21JA2002	INNS
PUR-FECT LOK	USA	G	22JA2001	INNS
PUR-FECT PURGE	USA	G	17AP2002	INNS

PUR-FORMANCE	USA	F	03AP2007	INNS
PUR-FORMANCE	CANA	F	03AP2007	INNS
PURFECT	USA	G	16DE2002	INNS
PURFECT GLAZE	USA	G	17JA2003	INNS
RELY-INIDE	USA	G	05DE2000	INNS
RIDI-CAL	USA	G	28AP2004	INNS
ROYAL DEX	USA	G	22JA2001	INNS
SELF-FILLETING	USA	G	03OC2005	NIHC
SERIES 767	USA	G	17JA2001	INNS
SHGR-LOK	USA	F	01AQ2006	INNS
SOLUMAT EM	CTM	G	09FE2004	NIHC
STRAW-LOK	USA	G	12DE2002	INNS
STRAW-LOK	CTM	G	19DE2002	INNS
SUPER-LOK	CHIN	G	04NO2002	NIHC
SUPER-LOK	HONG	G	31OC2002	NIHC
SUPER-LOK	INDI	F	05NO2002	NIHO
SUPER-LOK	INDO	G	03DE2002	NIHC
SUPER-LOK	MAYS	G	08NO2002	NIHC
SUPER-LOK	SING	G	13NO2002	NIHC
SUPER-LOK	TAIN	G	01SE2003	NIHC
SUPER-LOK	VIET	G	14FE2001	NIHC
TAKAQUA	KORE	G	31OC2000	NIHC
UC	USA	F	05OC2006	INNS
UC	CANA	F	01NO2006	INNS
ULTRA-BET	USA	G	16JL2002	INNS
ULTRACASE	USA	G	24JA2001	INNS
VECTORPATCH	USA	G	24NO2003	IRNS
VECTORSEAL	USA	G	13NR2006	INNS
VECTORSEAM	USA	G	24JE2002	INNS
VELOCITY	CANA	F	05DE2007	NIHC
VERSA-WELD	CANA	G	06AP2002	NIHC
XINK	USA	F	04JA2007	INNS
XINK	ARGE	F	14MY2007	INNS
XINK	ARGE	F	14MY2007	INNS

XINK	ARGE	F	05FE2008	INNS
XINK	BRAZ	F	13AP2007	INNS
XINK	BRAZ	F	13AP2007	INNS
XINK	CANA	F	29NO2005	INNS
XINK	CHIN	F	09JA2007	INNS
XINK	CHIN	F	09JA2007	INNS
XINK	CTM	F	10JA2007	INNS
XINK	JAPA	F	09JA2007	INNS
XINK	MEXI	G	09JA2007	INNS
XINK	MEXI	F	08JA2007	INNS

Current owner key:

INNS: Indopco, Inc.

NIHC: National Starch & Chemical Investment Holding Corporation

EXECUTION:

SIGNED by

Thomas Grand Henkel
Dr. Boris Tausche

for and on behalf of HENKEL KGaA:

)
)
) *Thomas Grand Henkel*
)
) *Boris Tausche*
)

SIGNED by

M.C. Deldker

duly authorised for and on behalf of
NATIONAL STARCH AND
CHEMICAL INVESTMENT
HOLDING CORPORATION:

)
)
) *M.C. Deldker*
)
)
)

SIGNED by

S. HUYBEN

duly authorised for and on behalf of
INDOPCO, INC.:

)
)
) *S. Huyben*
)
)
)