

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E.I. Du Pont de Nemours and Company		05/05/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	Ticona LLC		
Street Address:	8040 Dixie Highway		
City:	Florence		
State/Country:	KENTUCKY		
Postal Code:	41042		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74519282	THERMX	
Serial Number:	74472483	ZENITE	
CORRESPONDENCE DATA			
Fax Number:	(703)739-2815		
Email:	iprecordals@cpaglobal.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	CPA Global		
Address Line 1:	Liberation House		
Address Line 2:	Castle Street		
Address Line 4:	St Helier, JERSEY JE1 1BL		
NAME OF SUBMITTER:	Helen Birrell		
Signature:	/H/BIRRELL/		
Date:	03/16/2012		

CH \$65.00 74519282

Total Attachments: 12

source=TM - Master Assignment - Dupont to Ticono#page1.tif
source=TM - Master Assignment - Dupont to Ticono#page2.tif
source=TM - Master Assignment - Dupont to Ticono#page3.tif
source=TM - Master Assignment - Dupont to Ticono#page4.tif
source=TM - Master Assignment - Dupont to Ticono#page5.tif
source=TM - Master Assignment - Dupont to Ticono#page6.tif
source=TM - Master Assignment - Dupont to Ticono#page7.tif
source=TM - Master Assignment - Dupont to Ticono#page8.tif
source=TM - Master Assignment - Dupont to Ticono#page9.tif
source=TM - Master Assignment - Dupont to Ticono#page10.tif
source=TM - Master Assignment - Dupont to Ticono#page11.tif
source=TM - Master Assignment - Dupont to Ticono#page12.tif

UNITED STATES OF AMERICA)
STATE OF DELAWARE) ss.
COUNTY OF NEW CASTLE)

I, PHYLLIS A. GIBSON, a Notary Public of the State of Delaware, hereby attest that I have personally reviewed the attached **TRADEMARK ASSIGNMENT AGREEMENT**, and certify that said attached document is a true and correct copy of the original in the files of E. I. du Pont de Nemours and Company.

Wilmington, Delaware, United States of America

Dated: December 1, 2011

STATE OF DELAWARE)
COUNTY OF NEW CASTLE) SS

Subscribed and sworn to before me

this

1 day of December 2011

Phyllis A. Gibson

NOTARY PUBLIC



TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of the 5th day of May, 2010 by and between E. I. du Pont de Nemours and Company, a Delaware corporation ("DuPont"), and Ticona LLC, a Delaware limited liability company ("Ticona"). DuPont and Ticona shall be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, DuPont is the owner of the Trademarks and trademark rights of record in the United States Patent and Trademark Office and of certain foreign counterparts set forth on Exhibit 1 to Schedule A hereto (as may be amended after the Closing Date in writing to include any Trademarks that are conveyed to Buyer pursuant to Section 5.16 of the APSA) and all goodwill associated therewith (the "Transferred Trademarks");

WHEREAS, Ticona and DuPont are parties to that certain Asset Purchase and Sale Agreement dated April __, 2010 (the "APSA"), pursuant to which DuPont has agreed to sell, and/or cause its applicable Affiliates to sell, to Ticona, and Ticona has agreed to purchase from DuPont and/or its applicable Affiliates, the Purchased Assets, subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the transactions contemplated by the APSA, DuPont desires to assign to Ticona, and Ticona desires to accept from DuPont, ownership of the Transferred Trademarks.

NOW, THEREFORE, the Parties, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. DuPont hereby assigns, transfers, and sets over unto Ticona, its successors and assigns, DuPont's entire and exclusive right, title and interest in and to the Transferred Trademarks, the goodwill of the business symbolized by and associated with the Transferred Trademarks thereof, together with all rights and powers arising or accrued therefrom including, without limitation, all common law rights with respect thereto, all rights therein provided by international conventions and treaties, the right to sue for, to claim and to recover for all past, present and future infringement or dilution of or damage or injury to the Transferred Trademarks thereof, or the goodwill attached to and/or symbolized thereby.

2. DuPont will, and/or will cause its applicable Affiliates to, cooperate in executing appropriate documents reasonably requested by Ticona to complete formalities for perfecting the assignment and recording of the Transferred Trademarks. All costs associated with the foregoing, including, but not limited to, all legalization and notarization costs, shall be borne by Ticona.

3. As of the date hereof, except as permitted under the other Transaction Documents or as otherwise agreed by Ticona, DuPont and its Affiliates will permanently cease all use of the Transferred Trademarks and DuPont and its Affiliates shall not file new trademark applications for the Transferred Trademarks.

4. Except as otherwise expressly provided herein, the APSA is incorporated herein by reference in its entirety. All terms herein, unless specifically indicated, shall be defined according to the APSA. In the event of any conflict, ambiguity or inconsistency between this Agreement and the APSA, the terms and conditions of this Agreement shall control.

5. This Agreement supersedes all prior agreements between the Parties with respect to its subject matter and constitutes (along with the Schedule A hereto, the APSA and the other Transaction Documents) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the Parties. All Schedules are hereby expressly incorporated by reference into, and made a part of, this Agreement.

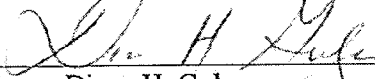
6. DuPont and Ticona agree to cooperate in executing appropriate assignment documents provided by Ticona to complete formalities, including, without limitation, the form of assignment attached hereto in Schedule A, upon request by Ticona. To the extent that any conflict exists between the terms of the form of assignment in such Schedule A and the terms of this Agreement, the terms of this Agreement shall control. Ticona shall record all assignments for the Transferred Trademarks at its cost and expense.

7. Within sixty (60) days of the date hereof, DuPont will transfer physical possession of its files to the extent relating to the Transferred Trademarks to Ticona at 8040 Dixie Hwy, Florence, KY 41042 attn: Rosalie Pritts. After the Closing Date, DuPont and its Affiliates shall no longer be responsible for further actions or payment of fees in respect thereof. Prior to the physical transfer of the files, DuPont and its Affiliates will provide reasonable information, including, without limitation, docket reports showing all outstanding pending matters with respect to each Transferred Trademark in every applicable country, renewal dates, serial/application/registration numbers, Representatives of record, contact persons for Representatives of record, and cooperation relating to the Transferred Trademarks in the manner reasonably requested by Ticona for the purposes of docketing maintenance fees, annuities, and office actions.

8. Neither the making nor the acceptance of this Assignment shall constitute a waiver or release by DuPont or Ticona of any liabilities, duties or obligations imposed upon any of them by the terms of the APSA. DuPont makes no representations or warranties, express or implied, with respect to any of the Transferred Trademarks other than the representations and warranties expressly made in the APSA.

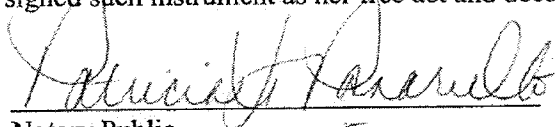
IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the date first written above.

E. I. DU PONT DE NEMOURS AND COMPANY

By:  oic
file
Name: Diane H. Gulyas
Title: President – DuPont Performance Polymers

STATE OF DELAWARE
COUNTY OF NEW CASTLE ss.

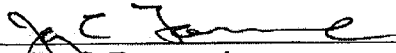
On this the 5th day of May, 2010, before me appeared Diane H. Gulyas, the person who signed this instrument, who acknowledged that she signed such instrument as her free act and deed.


Notary Public
My commission expires: Feb. 1, 2013

**Patricia T. Panariello
Notary Public
State of Delaware
My Comm. Expires February 1, 2013**

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the date first written above.

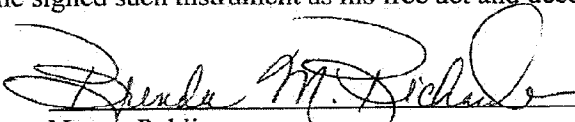
TICONA LLC

By: 
Name: Jay C. Townsend
Title: Authorized Officer

STATE OF TEXAS
COUNTY OF DALLAS

ss.

On this the 5th day of May, 2010, before me appeared Jay C. Townsend, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.


Notary Public
My commission expires: Oct. 16, 2010



Schedule A Trademark Assignment

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("**Assignment**"), is entered into as of May 5, 2010 by and between E. I. du Pont de Nemours and Company, a Delaware corporation ("**DuPont**") and Ticona LLC, a Delaware limited liability company ("**Ticona**"). DuPont and Ticona shall be referred to herein individually as a "**Party**" or collectively as the "**Parties**".

WHEREAS, DuPont is the owner of the Trademarks and trademark rights of record in the United States Patent and Trademark Office and of certain foreign counterparts set forth on Exhibit 1 hereto and all goodwill associated therewith (the "**Transferred Trademarks**"); and

WHEREAS, Ticona and DuPont are parties to that certain Asset Purchase and Sale Agreement dated May 5, 2010 (the "**APSA**"), pursuant to which DuPont has agreed to assign to Ticona the Transferred Trademarks.

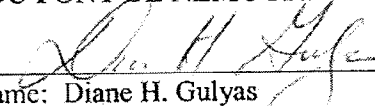
NOW, THEREFORE, DuPont does hereby assign, sell and transfer unto Ticona, its successors and assigns, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the entire and exclusive right, title and interest in and to the Transferred Trademarks, together with the goodwill of the business symbolized by the Transferred Trademarks, any registrations therefor, and the right to sue for past, present or future infringements or dilution thereof and to recover damages and obtain all other remedies in respect to any such infringements or dilution thereof. This Assignment may be recorded with any Governmental Body in order to perfect the ownership interest of Ticona.

DuPont agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to Ticona the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Ticona in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Transferred Trademarks in a form acceptable for recordation in both the United States Patent and Trademark Office and in foreign trademark offices.

[signature page follows]

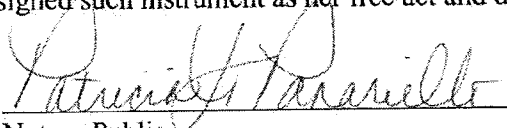
IN WITNESS WHEREOF, the Parties have executed this Assignment under seal as of the date first written above.

E. I. DU PONT DE NEMOURS AND COMPANY

By:  CH
ML
Name: Diane H. Gulyas
Title: President – DuPont Performance Polymers

STATE OF DELAWARE
COUNTY OF NEW CASTLE ss.

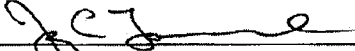
On this the 5th day of May, 2010, before me appeared Diane H. Gulyas, the person who signed this instrument, who acknowledged that she signed such instrument as her free act and deed.


Notary Public
My commission expires: Feb. 1, 2013

**Patricia T. Panariello
Notary Public
State of Delaware
My Comm. Expires February 1, 2013**

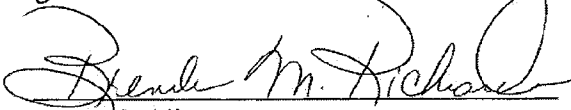
IN WITNESS WHEREOF, the Parties have executed this Assignment under seal as of the date first written above.

TICONA LLC

By: 
Name: Jay C. Townsend
Title: Authorized Officer

STATE OF TEXAS
COUNTY OF DALLAS ss.

On this the 5 day of May, 2010, before me appeared Jay C. Townsend, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.


Notary Public
My commission expires: Oct. 16, 2010

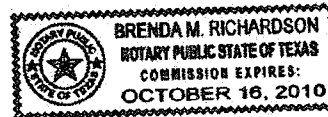


Exhibit 1 to Schedule A Transferred Trademarks

Trademark	Country	Appln.No	Regn.No	Rtl.No	Status	Current Status	Renewal
THERMX	ARGENTINA	2705995	2196241		REGISTERED	REGISTRATION	19/NOV/2017
	BENELUX	80099	591656	591656	REGISTERED	RENEWAL	19/OCT/2015
	BRAZIL	828765995	828765995		REGISTERED	REGISTRATION	14/JUL/2019
	CANADA	804744	TMA483419		REGISTERED	REGISTRATION	01/OCT/2012
	CHILE	746456	785706		REGISTERED	REGISTRATION	26/APR/2017
	CHINA	1014053	1014053	1014053	REGISTERED	RENEWAL	27/MAY/2017
	COLOMBIA	T2006/104.021	331192		REGISTERED	REGISTRATION	23/APR/2017
	FRANCE	INPI849430	1402351	1402351	REGISTERED	RENEWAL	30/APR/2017
	FRANCE	95593535	95593535	95593535	REGISTERED	RENEWAL	20/OCT/2015
	GERMANY	395430755	39543075	39543075	REGISTERED	RENEWAL	31/OCT/2015
	IRELAND	177050	177050		REGISTERED	REGISTRATION	18/OCT/2012
	JAPAN	109550/1995	3354280	3354280	REGISTERED	RENEWAL	24/OCT/2017
	MEXICO	995763	1095101		REGISTERED	REGISTRATION	17/MAR/2019
	SINGAPORE	T9600830D	T9600830D	T9600830D	REGISTERED	RENEWAL	24/JAN/2016
	SINGAPORE	T9510184Z	T9510184Z	T9510184Z	REGISTERED	RENEWAL	24/OCT/2015
	SOUTH KOREA / REPUBLIC OF KOREA	199539808	441444	441444	REGISTERED	RENEWAL	11/FEB/2019
	SWITZERLAND	199511999	433214	433214	REGISTERED	RENEWAL	19/OCT/2015
	TAIWAN	084060596	756510	756510	REGISTERED	RENEWAL	15/APR/2017
	UNITED KINGDOM	2041794	2041794	2041794	REGISTERED	RENEWAL	19/OCT/2015
	UNITED STATES OF AMERICA	74/519282	1956842	1956842	REGISTERED	RENEWAL	13/FEB/2016
	VENEZUELA	06-22930	P-279481		REGISTERED	REGISTRATION	25/JUN/2017

A/73370444.2

Exhibit 1 to Schedule A Transferred Trademarks

VENEZUELA	06-22931	P-279482	REGISTERED	REGISTRATION	25/JUN/2017
ALGERIA	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
AUSTRIA	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
BENELUX	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
BULGARIA	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
EGYPT	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
GERMANY	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
HUNGARY	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
ITALY	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
LIECHTENSTEIN	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
MONACO	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
MONTENEGRO	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
MOROCCO	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
PORTUGAL	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
ROMANIA	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
RUSSIAN	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
FEDERATION					
SAN MARINO	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
SERBIA	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
SPAIN	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
SUDAN	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
SWITZERLAND	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
VIETNAM	515052	515052	REGISTERED	RENEWAL	04/AUG/2017
AUSTRALIA	A619791	A619791	REGISTERED	RENEWAL	06/JAN/2014
ZENITE	AM502/94	152535	REGISTERED	RENEWAL	31/MAY/2014
AUSTRIA					
BENELUX	76527	549458	REGISTERED	RENEWAL	04/JAN/2014
BOLIVIA	062816	100630	REGISTERED	REGISTRATION	07/SEP/2015
BRAZIL	817724508	817724508	REGISTERED	RENEWAL	14/OCT/2017
CANADA	745534	461445	REGISTERED	REGISTRATION	23/AUG/2011

A/73370444.2

Exhibit 1 to Schedule A Transferred Trademarks

CHINA	94013657	792127	792127	792127	REGISTERED	RENEWAL	21/NOV/2015
COLOMBIA	98024468	322019			REGISTERED	REGISTRATION	30/MAR/2014
DENMARK	VA199400130	VR19990045	VR19990045	VR19990045	REGISTERED	RENEWAL	09/FEB/2019
ECUADOR	44192	011-95	90	59	REGISTERED	RENEWAL	20/NOV/2015
FINLAND	T199400029	214316	214316	214316	REGISTERED	RENEWAL	15/JUN/2019
FRANCE	94/505000	94/505000	94505000	94505000	REGISTERED	RENEWAL	28/FEB/2014
GERMANY	E34090/1WZ	2083711	2083711	2083711	REGISTERED	RENEWAL	28/FEB/2014
GREECE	117564	117564	117564	117564	REGISTERED	RENEWAL	20/JAN/2014
HONG KONG	300217557	300217557			REGISTERED	REGISTRATION	18/MAY/2014
INDIA	616223	616223	616223	616223	REGISTERED	RENEWAL	10/JAN/2018
INDONESIA	331894	331894	IDM000006	578	REGISTERED	RENEWAL	21/JAN/2014
IRELAND	94/0062	159097	159097	159097	REGISTERED	RENEWAL	06/JAN/2011
ISRAEL	90631	90631	90631	90631	REGISTERED	RENEWAL	03/JAN/2015
ITALY	RM94C/00051	686761	686761	686761	REGISTERED	RENEWAL	09/FEB/2014
JAPAN	12430/94	3357622	3357622	3357622	REGISTERED	RENEWAL	07/NOV/2017
MALAYSIA	94001883	94/001883	94/001883	94/001883	REGISTERED	RENEWAL	12/MAR/2011
MEXICO	189545	513813	513813	513813	REGISTERED	RENEWAL	01/FEB/2014
NEW ZEALAND	233257	233257	233257	233257	REGISTERED	RENEWAL	06/JAN/2015
NORWAY	940353	184513	184513	184513	REGISTERED	RENEWAL	28/AUG/2017
PARAGUAY	00466	172272	273184	273184	REGISTERED	RENEWAL	24/OCT/2014
PERU	236764	007500	007500	007500	REGISTERED	RENEWAL	19/MAY/2014
PORTUGAL	297455	297455	297455	297455	REGISTERED	RENEWAL	12/DEC/2016

A/7337044.2

Exhibit 1 to Schedule A Transferred Trademarks

RUSSIAN FEDERATION	94007173	147865	147865	REGISTERED	RENEWAL	03/MAR/2014
SINGAPORE	T94/11278C	T94/11278C	T94/11278C	REGISTERED	RENEWAL	29/DEC/2014
SOUTH AFRICA	94/0140	94/0140	94/0140	REGISTERED	RENEWAL	07/JAN/2014
SOUTH KOREA / REPUBLIC OF KOREA	94555	306005	306005	REGISTERED	RENEWAL	17/JAN/2015
SPAIN	1799212	1799212	1799212	REGISTERED	RENEWAL	18/JAN/2014
SWEDEN	9400133	305274	305274	REGISTERED	RENEWAL	20/OCT/2015
SWITZERLAND	728/19948	420116	420116	REGISTERED	RENEWAL	03/FEB/2014
TAIWAN	83005708	662553	662553	REGISTERED	RENEWAL	01/DEC/2014
THAILAND	260296	TM22305	TM22305	REGISTERED	RENEWAL	14/FEB/2014
UNITED KINGDOM	1558013	1558013	1558013	REGISTERED	RENEWAL	31/DEC/2010
UNITED STATES OF AMERICA	74/472483	2270892	2270892	REGISTERED	RENEWAL	17/AUG/2019
VENEZUELA	95000057			FILED	FILED	PENDING

A/73370444.2