#### 900231880 08/24/2012

# 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. duPont de Nemours and Company		07/31/2012	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Albaugh, Inc.	
Street Address:	1525 NE 36th Street	
City:	Ankeny	
State/Country:	IOWA	
Postal Code:	50021	
Entity Type:	CORPORATION: IOWA	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0988718	KRENITE

#### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 5159655267

Email: adamj@albaughinc.com

Correspondent Name: Adam W. Jones Address Line 1: 1525 NE 36th Street Address Line 4: Ankeny, IOWA 50021

ATTORNEY DOCKET NUMBER:	KRENITE
NAME OF SUBMITTER:	Adam W. Jones
Signature:	/adam w jones/

**TRADEMARK** REEL: 004848 FRAME: 0729

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Date:	08/24/2012	
Total Attachments: 4 source=KRENITE Assignment - DuPont to Albaugh - executed - 07-31-2012#page1.tif source=KRENITE Assignment - DuPont to Albaugh - executed - 07-31-2012#page2.tif source=KRENITE Assignment - DuPont to Albaugh - executed - 07-31-2012#page3.tif source=KRENITE Assignment - DuPont to Albaugh - executed - 07-31-2012#page4.tif		

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#### Exhibit G

#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the day of July, 2012, by and between E. I. du Pont de Nemours and Company, a Delaware corporation ("Seller") and Albaugh, Inc., an Iowa corporation ("Buyer"). Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in that certain Asset Purchase Agreement dated as of by and between Seller and Buyer (the "APA").

WHEREAS, Seller is the owner of the trademarks set forth on Schedule A hereto (the "Transferred Trademarks");

WHEREAS, pursuant to the APA, Seller has agreed to sell and assign to Buyer, and Buyer has agreed to purchase and accept from Seller, all of Seller's right, title and interest in and to the Purchased Assets (including, without limitation, the Transferred Trademarks), free and clear of Encumbrances, other than Permitted Encumbrances; and

WHEREAS, in connection with the Contemplated Transactions, Seller desires to assign to Buyer, and Buyer desires to accept from Seller, the Transferred Trademarks; and

WHEREAS, this Assignment is being executed and delivered by the parties pursuant to Section 3.2 of the APA.

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

### ARTICLE 1. TRADEMARK ASSIGNMENT

- (a) Seller hereby assigns to Buyer, and Buyer hereby accepts from Seller, all of Seller's right, title and interest in and to the Transferred Trademarks; 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 damages and other remedies in respect of future infringement thereof, and the goodwill attached to and/or symbolized thereby.
- (b) Seller and its Affiliates shall take all actions and execute all documents reasonably requested by Buyer to record and perfect the interest of Buyer in and to the Transferred Trademarks. Such documents may include, but may not be limited to: powers of attorney, letters of instruction to the agents to inform them of this assignment and acknowledgments thereof from the agents, as well as providing to Buyer a list of the agents used by country and status of the current Transferred Trademarks (docket report). All out-of-pocket expenses associated with preparing and recording assignments, including all legalization and notarization costs, shall be borne by Buyer.

#### ARTICLE 2. FILE TRANSFER

Within sixty (60) days of the date hereof, Seller will transfer physical possession of its files to the extent relating to the Transferred Trademarks to Buyer at a location reasonably requested by Buyer. After the date hereof, Seller 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, Seller and its Affiliates will provide reasonable information and cooperation relating to the Transferred Trademarks in the

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manner reasonably requested by Buyer for the purposes of docketing maintenance fees, annuities, office actions, etc.

# ARTICLE 3. USE OF TRANSFERRED TRADEMARKS

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

## ARTICLE 4. DISPUTE RESOLUTION

- (a) This Assignment shall be governed by the substantive laws of the State of Delaware without regard to its conflicts of laws principles, and, except as otherwise provided herein, the State and Federal courts in the City of Wilmington, Delaware shall have non-exclusive jurisdiction over any proceeding seeking to enforce any provision of, or based upon any right arising out of, this Assignment. The parties hereto do hereby irrevocably (i) submit themselves to the personal jurisdiction of such courts, (ii) agree to service of such courts' process upon them with respect to any such proceeding, (iii) waive any objection to venue laid therein and (iv) consent to service of process by registered mail, return receipt requested. The parties acknowledge and agree that the foregoing choice of law and forum provisions are the product of an arms-length negotiation between the parties.
- (b) Buyer and Seller acknowledge and agree that the foregoing choice of law and forum provisions are the product of an arms-length negotiation between the parties.

### ARTICLE 5. MISCELLANEOUS

- (a) This Assignment supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the APA 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.
- (b) If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- (c) This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.
- (d) Neither the making nor the acceptance of this Assignment shall enlarge, restrict or otherwise alter or modify the terms of the APA or constitute a waiver or release by Buyer or Seller of any liabilities, duties or obligations imposed upon any of them by the terms of the APA. Seller makes no representations or warranties, express or implied, with respect to any of the Transferred Trademarks, other than the representations and warranties expressly made by Seller in the APA.

[signature page follows]

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IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first written above.

E. I. du Pont de Nemours and Company

Albaugh, Inc.

By (Signature)

By (Signature)

Name (Printed) <u>EARL MACFARLAN</u> Name (Printed) <u>Strage Feldstein</u>

Title <u>Corp. Counsel</u> + Title <u>Vice-President</u>

IP Leader, Trademarks

957898

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# Attachment A

# **Transferred Trademarks**

TRADEMARK	COUNTRY	REGISTRATION NUMBER	
KRENITE®	United States	988718	July 23, 2014

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**RECORDED: 08/24/2012**