

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Trademark Deed of Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KONARKA TECHNOLOGIES, INC.		02/07/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MERCK KGAA		
Street Address:	Frankfurter Strasse 250		
City:	D-64293 Darmstadt		
State/Country:	GERMANY		
Postal Code:	D-64293		
Entity Type:	a kommanditgesellschaft auf aktien: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3140683	POWER PLASTIC	
CORRESPONDENCE DATA			
Fax Number:	2122925391		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 292-5390		
Email:	mail@ipcounselors.com		
Correspondent Name:	William C. Wright		
Address Line 1:	60 East 42nd Street, Suite 2410		
Address Line 4:	New York, NEW YORK 10165		
ATTORNEY DOCKET NUMBER:	2239-1109		
DOMESTIC REPRESENTATIVE			
Name:	William C. Wright		
Address Line 1:	60 East 42nd Street , Suite 2410		
Address Line 4:	New York, NEW YORK 10165		

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TRADEMARK

NAME OF SUBMITTER:	William C. Wright
Signature:	/William C. Wright/
Date:	02/11/2013
Total Attachments: 2 source=POWER PLASTIC-Trademark Assignment#page1.tif source=POWER PLASTIC-Trademark Assignment#page2.tif	


**CONFIRMATORY TRADEMARK**  
**DEED OF ASSIGNMENT**

This Confirmatory Trademark Deed of Assignment is between KONARKA TECHNOLOGIES, INC., a corporation organized and existing under the laws of the State of Delaware, located and doing business at 100 Foot of John Street, Boott Mill-South, Third Floor, Lowell, Massachusetts 01852 (hereinafter the "ASSIGNOR"), and MERCK KGAA, a kommanditgesellschaft auf aktien, organized and existing under the laws of Germany, located and doing business at Frankfurter Strasse 250, D-64293 Darmstadt, Germany (hereinafter the "ASSIGNEE").

**WHEREAS**, ASSIGNOR and ASSIGNEE are parties to a certain Asset Purchase Agreement dated as of September 14, 2012, pursuant to which ASSIGNOR conveyed, assigned and transferred to ASSIGNEE, among other assets, the following trademarks and the U.S. registrations thereof:

- a. KONARKA and Design, Reg. No. 3101135, dated June 6, 2006;
- b. KONARKA, Reg. No. 3101133, dated June 6, 2006;



- c. , Reg. No. 3101134, dated June 6, 2006; and
- d. POWER PLASTIC, Reg. No. 3140683, dated September 5, 2006.

(The marks and the registrations thereof are hereinafter collectively referred to as the "Trademarks".)

**WHEREAS**, ASSIGNOR and ASSIGNEE wish to confirm that ASSIGNOR has conveyed, assigned and transferred to ASSIGNEE, among other assets, the Trademarks together with the


goodwill of the business symbolized thereby, and the right to sue and collect damages for any past or present infringement with respect to said Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, said ASSIGNOR does hereby confirm that it has conveyed, assigned and transferred to ASSIGNEE, among other assets, the Trademarks together with the goodwill of the business symbolized thereby, and the right to sue in its name and collect damages for any present or future infringement with respect to said Trademarks.

ASSIGNOR further agrees to execute any other or further documents which may be reasonably necessary for the protection or perfection of any right, title or interest in and to the Trademarks acquired by ASSIGNEE.

**IN WITNESS WHEREOF**, said ASSIGNOR has hereunto executed this instrument on this 7<sup>th</sup> day of February, 2013.

**KONARKA TECHNOLOGIES, INC.**

By:   
Print Name: David M. Nickless  
Title: Bankruptcy Trustee