CH \$365.00 227899

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM310404

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ferro Corporation		07/01/2014	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	A. Schulman, Inc.
Street Address:	3637 Ridgewood Road
City:	Fairlawn
State/Country:	ОНЮ
Postal Code:	44333
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2278998	APA ADVANCED POLYMER ALLOYS
Registration Number:	1296199	ALCRYN
Registration Number:	2900560	DURAGRIP
Registration Number:	1952736	GAPEX
Registration Number:	1855044	RXLOY
Registration Number:	1837616	OPTUM
Registration Number:	1384866	FERREX
Registration Number:	2988044	EFFAR
Registration Number:	2510833	SUPERSHIELD
Registration Number:	0785791	CORDOBOND
Registration Number:	2381553	PURFICTPURGE
Registration Number:	2419622	COLORGUARD
Serial Number:	85534390	DURACRYN
Serial Number:	85613044	INNOVEX

CORRESPONDENCE DATA

Fax Number: 2164798780

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.

Phone: 216.479.8500

Email: trademark@squirepb.com

TRADEMARK

900294844 REEL: 005320 FRAME: 0846

Correspondent Name: Michael K. French

Address Line 1: Squire Patton Boggs (US) LLP

Address Line 2: 4900 Key Tower

Address Line 4: 127 Public Square, OHIO 44114

ATTORNEY DOCKET NUMBER:	033464.00168
NAME OF SUBMITTER:	Michael K. French
SIGNATURE:	/MKF/
DATE SIGNED:	07/11/2014

Total Attachments: 11

source=IP Assignment#page1.tif source=IP Assignment#page2.tif source=IP Assignment#page3.tif source=IP Assignment#page4.tif source=IP Assignment#page5.tif source=IP Assignment#page6.tif source=IP Assignment#page7.tif

source=IP Assignment#page8.tif source=IP Assignment#page9.tif

source=IP Assignment#page10.tif

source=IP Assignment#page11.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "<u>Assignment</u>"), effective the 1st day of July, 2014 (the "<u>Effective Date</u>"), is made and entered into by and between Ferro Corporation, an Ohio corporation ("<u>Assignor</u>") and A. Schulman, Inc., a Delaware corporation ("<u>Assignee</u>") (each a "<u>Party</u>," and collectively, the "<u>Parties</u>"). Capitalized terms used herein but not otherwise defined herein will have the meanings set forth in the Purchase Agreement (defined below).

RECITALS

- 1. Assignor, Ferro Spain, S.A., Assignee and A. Schulman Castellon, S.L.U. have entered into that certain Asset Purchase Agreement, dated as of June 3, 2014 (as amended from time to time, the "<u>Purchase Agreement</u>"), pursuant to which, among other things, Assignor has agreed to sell, assign, transfer and deliver to Assignee certain Sold Assets on the terms and subject to the conditions set forth in the Purchase Agreement.
- 2. The Sold Assets include, without limitation, the patents and patent applications set forth on <u>Schedule A</u> hereto (collectively, the "<u>Transferred Patents</u>") and the trademarks and trademark applications set forth on <u>Schedule B</u> hereto (collectively, the "<u>Transferred Trademarks</u>" and together with the Transferred Patents, the "<u>Transferred IP</u>").
- 3. Assignor and Assignee now desire to enter into this Assignment to evidence the sale, assignment, transfer and delivery to Assignee of the Transferred IP.

For good and valuable consideration, including the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1) <u>Patent Assignment</u>. Assignor hereby sells, assigns, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, all rights, title, and interests of Assignor:
- (a) in and to the inventions as described in the Transferred Patents, for the United States and its possessions and territories and for all foreign countries (including, without limitation, all rights therein provided by international conventions and treaties),
- (b) in and to the Transferred Patents along with all rights of priority created by patent applications included with the Transferred Patents under the Paris Convention and any other related treaty,
- (c) in and to all United States and foreign patents and utility models which may be granted on any and all of the Transferred Patents including reissues, reexaminations, extensions or foreign equivalents, and all other corresponding rights

that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect,

- (d) in and to all causes of action and rights to sue for and damages resulting from past, present and future infringement or other unauthorized use of all United States and foreign patents granted or to be granted on the Transferred Patents and the inventions disclosed therein, including extensions, reissues, and reexamination certificates thereto, and
- (e) in and to all income, royalties, damages or payments accrued, due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Transferred Patents, with the right to sue for, and collect the same,

in each case, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

- 2) <u>Trademark Assignment</u>. Assignor hereby sells, assigns, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, all rights, title, and interests of Assignor
- (a) in and to the Transferred Trademarks, for the United States and its possessions and territories and for all foreign countries (including, without limitation, all rights therein provided by international conventions and treaties), together with the goodwill of the business in connection with which the Transferred Trademarks are used,
- (b) in and to all United States and foreign registrations, renewals, and extensions of the Transferred Trademarks, now or hereafter in effect,
- (c) in and to all causes of action and rights to sue for and damages resulting from past, present and future infringement or other unauthorized use of all United States and foreign trademarks granted or to be granted on the Transferred Trademarks, and
- (d) in and to all income, royalties, damages or payments accrued, due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Transferred Trademarks, with the right to sue for, and collect the same,

in each case, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

- 3) No Warranties. Except as expressly provided in the Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Transferred IP.
- 4) Recording. Assignor hereby authorizes and requests (1) the Commissioner of Patents of the United States, and any other official of any applicable Governmental Authority, to record this Assignment and to issue any and all registrations from any and all applications for registration included in the Transferred Patents to and in the name of Assignee and (2) the Commissioner of Trademarks of the United States, and any other official of any applicable Governmental Authority, to record this Assignment and to issue any and all registrations from any and all applications for registration included in the Transferred Trademarks to and in the name of Assignee.
- 5) <u>Further Assurances</u>. Assignor will, upon request of Assignee, and without further remuneration, timely execute, or cause its affiliates or current or former employees of Assignor or any Affiliate of Assignor to execute and deliver any additional documents and perform such additional acts reasonably necessary to record and perfect the interest of Assignee in and to the Transferred IP. Upon request of Assignee, and without further remuneration, Assignor will execute, or will cause its Affiliates or current or former employees of Assignor or any Affiliate of Assignor to execute, any and all papers reasonably requested by Assignee for the filing, prosecution, and granting of patent applications related to the inventions disclosed in the Transferred Patents and the perfecting of title thereto in Assignee. Assignor will make a commercially reasonable effort to secure the signature of employees referenced in this section who are not employed by Assignor at the time of a request by Assignee.
- 6) <u>Interpretation</u>. This Assignment is intended to implement the provisions of the Purchase Agreement, is expressly subject to the terms and conditions thereof, and will not be construed to enhance, extend or limit the representations and warranties, rights, obligations or remedies of any party to the Purchase Agreement. In case of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement will govern.
- 7) <u>Headings</u>. The headings contained in this Assignment are included for convenience only, and will not affect in any way the meaning or interpretation of this Assignment.
- 8) <u>Governing Law</u>. The validity, interpretation and enforcement of this Assignment will be governed by the Laws of the State of Ohio, other than any choice of Law provisions thereof that would cause the Laws of another state to apply.
- 9) <u>Counterparts; Electronic Signatures</u>. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The electronic transmission of any signed original counterpart of this Agreement will be deemed to be the delivery of an original counterpart of this Agreement.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed by its duly authorized representatives.

ASSIGNOR:

Ferro Corporation

Name: Peter T. Thomas

Title: Chairman, President and Chief

Executive Officer

[Assignor signature page to IP Assignment]

ASSIGNEE:

A. SCHULMAN, INC.

By:
Name: Joseph M. Gingo
Title: Chairman, President & CEO

Assignee signature page to Patent Assignment

Schedule A

PATENTS AND PATENT APPLICATIONS

Docket No.	Title	Country	Patent or Application	Filing Date	Issue Date	Est. Expiration
			No.			Date
14683	Multilayer Polymer Structure	U.S.	7,282,242	4/23/2003	10/16/2007	10/15/2024
158	Polymer Blend Comprising Polypropylene	U.S.	5,969,027	8/1/1997	10/19/1999	12/7/2014
202	Multilayer Composite Structure with Formulated Acrylic Cap	U.S.	6,420,050	2/5/2001	7/16/2002	2/5/2021
233	Multilayer Polymer Composite for Medical Applications	U.S.	6,599,595	8/7/1998	7/29/2003	8/7/2018
250	Adhesive Composition Primarily Intended For Use In Medical Applications	U.S.	6,649,681	2/5/2001	11/18/2003	2/5/2021
272	Multilayer Structure with Acrylic Cap Layer, Polyolefin Core Layer, And Intermediate Tie Layer	U.S.	6,455,171	2/5/2001	9/24/2002	2/5/2021
278	Method of Forming Lenticular Sheets	U.S.	6,726,858	6/13/2001	4/27/2004	10/16/2022
296	Medical Multilayer Film Structure	U.S.	6,723,399	6/12/2002	4/20/2004	6/12/2022
14032	Glass Reinforced Nylon Blend With Improved Knitline Strength	U.S.	6,759,474	3/3/2003	7/6/2004	3/3/2023
14032.001.001	Glass Reinforced Nylon Blend With Improved Knitline Strength	Canada	2516298	8/15/2005	9/22/2009	3/2/2024
14032.001.002	Glass Reinforced Nylon Blend With Improved Knitline Strength	China	CN100352861C	9/1/2005	12/5/2007	3/2/2024

14205	Impact Modified Polyolefin Compositions	U.S.	7,053,154	9/23/2003	5/30/2006	3/11/2024
14767	Thermoplastic Olefin Compositions And Injection Molded Articles Made Therefrom	U.S.	7,307,125	12/15/2004	12/11/2007	1/21/2025
15009	Impact Modified Thermoplastic Olefin Compositions	U.S.	7,041,742	9/22/2003	5/9/2006	10/19/2023
15494	Polymer Compositions Comprising Polyolefins And Reaction Products Of A Polyolefin And An Unsaturated Carboxylic Reagent And Articles Made Therefrom	U.S.	7,026,391	1/7/2002	4/11/2006	13/10/2018
16192	Weatherable Glass Fiber Reinforced Polyolefin Composition	U.S.	8,008,388	12/14/2005	8/30/2011	10/30/2029
164	Low VOC Unsaturated Polyester Systems and Uses Thereof	U.S.	5,688,867	5/1/1995	11/18/1997	5/1/2015
164	Low VOC Unsaturated Polyester Systems and Uses Thereof	U.S.	5,874,503	8/22/1997	2/23/1999	5/1/2015
164	Low VOC Unsaturated Polyester Systems and Uses Thereof	EPO FR, IT, ES	0 814 107	6/19/1996	9/11/2002	6/19/2016
176	Liquid Color for Rotational Molding and Method of Using the Same	U.S.	5,759,472	7/17/1996	6/2/1998	7/17/2016
0247CON	Color Concentrate	U.S.	6,646,038	10/25/2001	11/11/2003	9/3/2019

248	Metal Filled Concentrate	U.S.	6,194,507	8/30/1999	2/27/2001	8/30/2019
33400.01.01	Polymer Composite Foams	<u>a</u>	.7)(EP2601253)	3/1/2013		
33400.01.02	Polymer Composite Foams	U.S.	(13/811402)	1/22/2013		
33400.01.03	Polymer Composite Foams	China	(201180038365.8)	2/4//2013		
33400.01.04	Polymer Composite Foams	Japan	(2013-523161)	2/1/2013		
36253.01	Polymer Foams	PCT	(PCT/US2013/075270)	12/16/2013		
37558	Composite Composition For	U.S.	(61/921162)	12/27/2013		
	Use In Forming Barrier					
· · · · · · · · · · · · · · · · · · ·	Constructions					

Schedule B

TRADEMARKS AND TRADEMARK APPLICATIONS

Matter ID	Mark	Country	Reg. No	Reg. Date	Renewal Date
			(Appl. No.)	(Filing Date)	
0655	APA Advanced Polymer Alloys	U.S.	2,278,998	9/21/1999	9/21/2019
0657AU	ALCRYN	Australia	398,814	10/21/1983	10/21/2014
0990	ALCRYN	Brazil	811349977	1/8/1985	1/8/2015
0661	ALCRYN	Canada	304,111	6/28/1985	6/28/2015
0662	ALCRYN	China	341,274	2/28/1989	2/27/2019
0666	ALCRYN	Indonesia	IDM 000147754	10/20/1987	10/20/2017
0671	ALCRYN	Hong Kong	17/1990	1/5/1990	10/21/2019
0673	ALCRYN	Israel	57417	1/1/1987	10/24/2018
0674	ALCRYN	Japan	1,830,038	12/25/1985	12/25/2015
0675	ALCRYN	Japan	2,379,390	2/28/1992	2/28/2022
9290	ALCRYN	U.S.	1,296,199	9/18/1984	9/18/2014
0681	ALCRYN	Singapore	4660/88	5/7/1990	8/29/2015
0682	ALCRYN	South Korea	105,879	10/12/1984	10/12/2014
0683	ALCRYN	Norway	128189	3/26/1987	3/26/2017
0687	ALCRYN	Yugoslavia	29167	8/23/1986	8/23/2016
0689	ALCRYN	Taiwan	240,790	4/1/1984	4/1/2014
0690	ALCRYN	Switzerland	328,706	10/18/1983	10/18/2023
0691	ALCRYN	Mexico	334,414	10/22/1987	2/23/2022

	ALCAIN	EU-CTM	1,462,621	12/15/2000	1/7/2020
And the second s	DURAGRIP	U.S.	2,900,560	11/2/2004	11/2/2014
	DURACRYN	U.S.	(85/534390)	(2/6/2012)	NA
Andrew Company and Anna Angel 2019 in the company of the company o	GAPEX	U.S.	1,952,736	1/30/1996	1/30/2016
	RXLOY	U.S.	1,855,044	9/20/1994	9/20/2014
	OPTUM	U.S.	1,837,616	5/31/1994	5/31/2014
	FERREX	U.S.	1,384,866	3/4/1986	3/4/2016
	EFFAR	U.S.	2,988,044	8/23/2005	8/23/2015
	CORDOBOND	U.K.	2,054,756	1/30/1996	1/30/2016
	CORDOBOND	Indonesia	IDM000068588	9/26/1997	8/28/2016
	SUPERSHIELD	U.S.	2,510,833	11/20/2001	11/20/2021
	CORDOBOND	Australia	A503,153	1/17/1989	1/17/2016
	CORDOBOND	Canada	369,339	6/8/1990	6/8/2020
-	CORDOBOND	China	525658	8/10/1990	8/10/2020
	CORDOBOND	EastGermany	650,060	3/25/1992	6/30/2020
7	STRONGBACKBOND	Greece	93798	5/17/1989	5/17/2019
	CORDOBOND	Hong Kong	3042/1990	10/6/1988	10/6/2019
	CORDOBOND	Hungary	131,588	10/3/1990	10/3/2020
	CORDOBOND	India	505,362	2/14/1989	2/14/2020
	CORDOBOND	Japan	2,454,098	9/30/1992	9/30/2022
	CORDOBOND	South Korea	182,941	11/10/1989	11/10/2019
	CORDOBOND	Poland	69,517	10/22/1990	10/22/2020
	STRONGBACKBOND	Portugal	256,633	11/24/1992	11/24/2022
	CORDOBOND	Singapore	T89/01592I	3/17/1989	3/17/2016
	CORDOBOND	Singapore	T89/01591J	3/17/1989	3/17/2016
	STRONGBACKBOND	Spain	1,308,351	5/16/1991	3/13/2019

10877	CORDOBOND	Taiwan	949,082	7/16/2001	7/15/2021
10916	CORDOBOND	Russia	96,946	6/24/1991	10/19/2020
11042	CORDOBOND	Denmark	VR	11/6/1992	11/6/2022
			199210242		
11043	CORDOBOND	Greece	112,523	12/19/1995	2/1/2023
11044	CORDOBOND	Mexico	415,769	6/9/1992	3/2/2022
11051	CORDOBOND	Malaysia	92/05839	8/18/1999	8/18/2019
11052	CORDOBOND	Thailand	TM 6150	9/2/2002	9/2/2022
12130	CORDOBOND	U.S.	785,791	3/2/1965	3/2/2015
	ULTRA		Common Law		
	ULTRASHIELD		Common Law		
	NIMEX		Common Law		
0698	PURFICTPURGE	U.S.	2,381,553	8/29/2000	8/29/2020
0698-EM	PURFICTPURGE	EU-CTM	1,295,146	4/10/2001	8/26/2019
0702	EFEX	EU-CTM	1,603,828	5/29/2002	4/6/2020
0649	COLORGUARD	U.S.	2,419,622	1/9/2001	1/9/2021
35797	INNOVEX	U.S.	(85/613,044)	(5/1/2012)	
35797.01	INNOVEX	EU-CTM	011301983	3/27/2013	10/29/2022

RECORDED: 07/11/2014