

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338378

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FMC Corporation		04/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FMC Wyoming Corporation		
Street Address:	One Stamford Plaza		
Internal Address:	263 Tresser Boulevard, Suite 1100		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2220710	ABSORPTAPLUS	
Registration Number:	3837490	ENPROVE	
Registration Number:	2221906	GRADE 100	
Registration Number:	4140423	LIQUIDSODA	
Registration Number:	1388770	S-CARB	
Registration Number:	2220709	SESQUI	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>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.</i>			
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	16731-8 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
SIGNATURE:	/Renee M. Prescan/		

CH \$165.00 2220710

DATE SIGNED:	04/16/2015
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Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of April 1, 2015 (this "Agreement"), is by and between FMC Corporation, a Delaware corporation ("Seller"), FMC Wyoming Corporation, a Delaware corporation and Purchaser's designee ("FMC Wyoming"), and Tronox US Holdings Inc., a Delaware corporation ("Purchaser") (each of Purchaser, FMC Wyoming and Seller, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Seller and Purchaser have entered into a Stock and Asset Purchase Agreement, dated as of February 3, 2015 (the "Purchase Agreement"), pursuant to which, on the terms and subject to the conditions set forth in the Purchase Agreement, Seller has agreed to sell, convey, transfer, assign and deliver to FMC Wyoming, as the designee of Purchaser, and Purchaser has agreed to purchase from Seller, all of Seller's right, title and interest in and to certain intellectual property of Seller, including the patents and patent applications set forth on Schedule A hereto, for the United States and for all other countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof (collectively, the "Assigned Patents") and the registered marks set forth on Schedule B hereto (collectively, the "Assigned Trademarks"), for the United States and for all other countries, including any registrations and applications therefor, any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any other country; and

WHEREAS, the execution and delivery of this Agreement is an obligation of Purchaser and Seller to consummate the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in the Purchase Agreement and hereinafter set forth, the Parties hereby agree as follows:

1. Patent Assignment

Seller hereby sells to Purchaser and Purchaser hereby purchases, and Seller hereby conveys, transfers, assigns and delivers to FMC Wyoming, as the designee of Purchaser, and FMC Wyoming, as the designee of Purchaser, hereby accepts from Seller, all of Seller's right, title and interest in, to and under the Assigned Patents, together with all of Seller's rights to pursue and collect from an infringer damages, costs, injunctive relief, and all other remedies at law or in equity for past, current, or future infringement, misappropriation, or conflict by such infringer with any of the foregoing. Seller hereby authorizes the Commissioner of Patents and Trademarks and the corresponding entities or agencies in any other applicable countries to issue any and all letters patent of the United States as shall be granted upon said patent applications or applications based thereon to FMC Wyoming, for the sole use and enjoyment of FMC Wyoming, its successors, assigns or other legal representatives.

2. Trademark Assignment

Seller hereby sells to Purchaser and Purchaser hereby purchases, and Seller hereby conveys, transfers, assigns and delivers to FMC Wyoming, as the designee of Purchaser, and FMC Wyoming, as the designee of Purchaser, hereby accepts from Seller, all of Seller's right, title and interest in, to and under the Assigned Trademarks, and all goodwill associated therewith, together with all of Seller's rights to pursue and collect from an infringer damages, costs, injunctive relief, and all other remedies at law or in equity for past, current, or future infringement, misappropriation, or conflict by such infringer with any of the foregoing.

3. Further Assurances

Subject to the terms and conditions of the Purchase Agreement, the Parties hereby agree to execute and deliver such other documents as may be reasonably necessary to record in any applicable jurisdiction the assignment of the Assigned Patents and the Assigned Trademarks to FMC Wyoming.

4. Subject to Purchase Agreement

This Agreement is made without representation or warranty, except as provided in the Purchase Agreement. Each of the Parties hereby acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

5. Miscellaneous

(a) This Agreement is executed by Purchaser, FMC Wyoming and Seller and shall survive the Closing and be binding upon the Parties and their respective successors and assigns. No other Person shall have any right, benefit or obligation under this Agreement as a third-party beneficiary or otherwise.

(b) The headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

(c) This Agreement may be executed in one or more counterparts, and by either of the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

(d) This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Party against whom enforcement of any such modification or amendment is sought.


(e) This Agreement shall be governed by and construed in accordance with the laws of the United States and laws of the State of Delaware applicable to contracts executed and to be performed wholly within such state and without reference to the choice-of-law principles that would result in the application of the laws of a different jurisdiction.

(f) AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS ASSIGNMENT, EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

FMC CORPORATION

By: 
Name: Brian P. Angeli
Title: Vice President, Corporate Development
and Strategy

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005498 FRAME: 0608

FMC WYOMING CORPORATION

By: *Katherine C. Harper*
Name: *Katherine C. Harper*
Title: Senior Vice President

TRONOX US HOLDINGS INC.

By: *Richard L. Muglia*
Name: Richard L. Muglia
Title: President and Assistant Secretary

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

ASSIGNED PATENTS

Country	Application Date	Application Number	Grant Date	Patent Number	Record Owner
United States	10/06/1995	08/539895	12/23/1997	5699894	FMC CORPORATION
United States	04/19/1996	08/635135	11/25/1997	5690390	FMC CORPORATION
United States	06/17/1998	09/099887	02/08/2000	6022516	FMC CORPORATION
Turkey	12/18/2006	08/4573	09/21/2012	TR200804573B	FMC CORPORATION
United States	12/18/2006	11/640791	12/29/2009	7638109	FMC CORPORATION
United States	04/15/1998	09/061363	01/04/2000	6010672	FMC CORPORATION
United States	05/25/1994	08/737871	07/25/2000	6092665	FMC CORPORATION
United States	02/24/2010	12/711282	09/10/2013	8528989	FMC CORPORATION
United States	01/28/1999	09/239441	09/04/2001	6284005	FMC CORPORATION
United States	07/13/2010	12/834999			FMC CORPORATION
Turkey	03/14/2011	11/2422			FMC CORPORATION
United States	02/11/2011	13/025700			FMC CORPORATION
A.R.I.P.O.	02/03/2011	AP/P/2012/006459			FMC CORPORATION
China P.R.	02/03/2011	201180012758.1	09/03/2014	201180012758.1	FMC CORPORATION
Turkey	02/03/2011	12/10235			FMC CORPORATION
United States	02/03/2011	13/020244			FMC CORPORATION
WIPO*	12/18/2006	PCT/US06/48018	expired 06/21/2008	US 60/752483	FMC CORPORATION
China*	12/18/2006	200680051824.5	expired 09/11/2013	national stage of PCT/US06/48018	FMC CORPORATION
WIPO*	01/28/1999	PCT/US11/23565	expired 9/9/2012		FMC CORPORATION

**Denotes expired patent (the "Expired Patents"). No representation is being made by Seller with respect to the Expired Patents.*

SCHEDULE B**ASSIGNED TRADEMARKS**

Mark Name	Country	Record Owner	Registration Number	Application Number
ABSORPTAPLUS	USA	FMC Corporation	2,220,710	75/074,774
ENPROVE	USA	FMC Corporation	3,837,490	77/915,467
GRADE 100	USA	FMC Corporation	2,221,906	75/074,727
LIQUIDSODA	USA	FMC Corporation	4,140,423	77/966,446
S-CARB	Argentina	FMC Corporation		3322587
S-CARB	Australia	FMC Corporation	1619548	1619548
S-CARB	Brazil	FMC Corporation		840413181
S-CARB	Canada	FMC Corporation	TMA354897	601304
S-CARB	Chile	FMC Corporation	1066373	1020.048
S-CARB	Colombia	FMC Corporation	466716	12133446

Mark Name	Country	Record Owner	Registration Number	Application Number
S-CARB	Costa Rica	FMC Corporation		2014-3409
S-CARB	Dominican Republic	FMC Corporation		2014-17686
S-CARB	Ecuador	FMC Corporation	737-13	IEPI-UIO-PI-SD2012-26876-RE
S-CARB	Guatemala	FMC Corporation		2014/003735
S-CARB	Honduras	FMC Corporation		13825-14
S-CARB	Indonesia	FMC Corporation		D00.2012.051255
S-CARB	Mexico	FMC Corporation	839900	652412
S-CARB	New Zealand	FMC Corporation	998271	998271
S-CARB	Nicaragua	FMC Corporation		2014-001416
S-CARB	Peru	FMC Corporation	213546	573164
S-CARB	Thailand	FMC Corporation		935269
S-CARB	Uruguay	FMC Corporation		454.704

Mark Name	Country	Record Owner	Registration Number	Application Number
S-CARB	USA	FMC Corporation	1,388,770	73/517,395
SESQUI	Canada	FMC Corporation	TMA575053	1047367
SESQUI	USA	FMC Corporation	2,220,709	75/074,726
T-CARB	Brazil	FMC Corporation		840413190
T-CARB	Canada	FMC Corporation		1588868
T-CARB	Chile	FMC Corporation	1066375	1020.049
T-CARB	Colombia	FMC Corporation	466715	12133437
T-CARB	Ecuador	FMC Corporation	736-13	IEPI-UIO-PI-SD-2012-26875-RE
T-CARB	Indonesia	FMC Corporation		D00.2012.051257
T-CARB	Mexico	FMC Corporation	1384627	1298457