

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504820

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		11/01/2017	Corporation:
RECEIVING PARTY DATA			
Name:	DuPont Nutrition USA, Inc.		
Street Address:	974 Centre Road		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19805		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	2743527	611	
Registration Number:	2192502	ACCELERATE	
Registration Number:	1121687	AC-DI-SOL	
Registration Number:	4191206	ALUBRA	
Registration Number:	1152055	AQUACOAT	
Registration Number:	5376435	AQUATERIC	
Registration Number:	3093836	AVICEL	
Registration Number:	0717028	AVICEL	
Registration Number:	2217831	AVICEL-PLUS	
Registration Number:	4978544	BIOCOLOR	
Registration Number:	2743526	CL 611	
Registration Number:	2166250	ENDURANCE MCC	
Registration Number:	1171228	GELBOND	
Registration Number:	2691132	GELCARIN	
Registration Number:	1448035	GELSTAR	
Registration Number:	3544259	ISAGEL	
Registration Number:	1410996	LACTARIN	
Registration Number:	2665733	LATTICE	
Registration Number:	2528228	LUSTRE CLEAR	

CH \$790.00 2743527

Property Type	Number	Word Mark
Registration Number:	2184353	NOVAGEL
Registration Number:	3104573	NOVAMATRIX
Registration Number:	1532498	NUTRICOL
Registration Number:	4526020	PRONOVA
Registration Number:	3591158	PROTACID
Registration Number:	5301763	PROTASEA
Registration Number:	4448206	QBD EXPRESS
Registration Number:	4403411	SEAGEL
Registration Number:	1314142	SEAKEM
Registration Number:	0872406	SEA SPEN
Registration Number:	0573997	VISCARIN
Registration Number:	1362783	VITACEL

CORRESPONDENCE DATA

Fax Number: 2158648999
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: 215.864.8302
Email: dupont.trademarks@dupont.com, loadmanj@ballardspahr.com
Correspondent Name: Jenna M. Loadman
Address Line 1: Ballard Spahr LLP
Address Line 2: 1735 Market Street, 51st Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

ATTORNEY DOCKET NUMBER:	00308422
NAME OF SUBMITTER:	Jenna M. Loadman
SIGNATURE:	/Jenna M. Loadman/
DATE SIGNED:	01/07/2019

Total Attachments: 6

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source=FMC to DuPont Nutrition USA, Inc. - TM Assignment with Schedule#page2.tif
source=FMC to DuPont Nutrition USA, Inc. - TM Assignment with Schedule#page3.tif
source=FMC to DuPont Nutrition USA, Inc. - TM Assignment with Schedule#page4.tif
source=FMC to DuPont Nutrition USA, Inc. - TM Assignment with Schedule#page5.tif
source=FMC to DuPont Nutrition USA, Inc. - TM Assignment with Schedule#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”), is by and between FMC Corporation, a Delaware corporation (“Seller”), and DuPont Nutrition USA, Inc., a Delaware corporation (“Purchaser”) (each of Purchaser, and Seller, a “Party” and collectively, the “Parties”), and is effective as of November 1, 2017 (the “Effective Date”¹).

RECITALS

WHEREAS, Seller and Purchaser have entered into a Transaction Agreement, dated as of March 31, 2017 (the “Transaction Agreement”), pursuant to which, on the terms and subject to the conditions set forth in the Transaction Agreement, Seller has agreed to sell, convey, transfer, assign and deliver to Purchaser, and Purchaser has agreed to purchase from Seller all of Seller’s right, title and interest in and to certain trademarks of Seller, including the registered trademarks and trademark applications set forth on Schedule A hereto (the “Assigned Trademarks”); and

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

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

1. Trademark Assignment

Subject to the H&N Foreign Closing Documents, Seller hereby sells to Purchaser and Purchaser hereby purchases, and Seller hereby conveys, transfers, assigns and delivers to Purchaser, and 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.

2. Further Assurances

Subject to the terms and conditions of the Transaction Agreement, the Parties hereby agree to execute and deliver such other documents reasonably requested by the other Party as may be reasonably necessary to record assignment of the Assigned Trademarks to Purchaser.

3. Subject to Transaction Agreement

This Agreement is made without representation or warranty, except as provided in and subject to the Transaction Agreement. Each of the Parties hereby acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the

¹ For each pending trademark application listed on Schedule A, in all other jurisdictions that prohibit the assignment of a pending application, the Effective Date of this Agreement shall be the date on which such application matures into a registration. Prior to the Effective Date, Seller shall maintain such trademark applications and use commercially reasonable efforts to register such trademarks and shall reasonably cooperate with Purchaser in connection therewith. In addition, at the request of Purchaser, prior to the Effective Date, Seller shall grant Seller an exclusive, royalty-free license to such trademarks and otherwise reasonably cooperate with Purchaser to provide Purchaser with rights substantially similar to ownership thereof.

Transaction 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 Transaction Agreement and the terms hereof, the terms of the Transaction Agreement shall govern and control.

4. Miscellaneous

(a) This Agreement is executed by Purchaser 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.

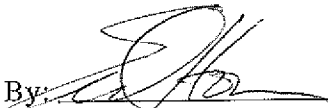
(d) This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Party against whom enforcement of any such modification or amendment is sought.

(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.

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.

DuPont Nutrition USA, Inc.

By:  _____
Name: Erik Hoover
Title: Authorized Person

FMC CORPORATION

By: _____
Name:
Title:


[Signature Page to H&N Trademark Assignment Agreement]

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.

DuPont Nutrition USA, Inc.

By: _____
Name:
Title:

EMC CORPORATION

By: 
Name: David Vickrey
Title: Assistant Secretary

[Signature Page to H&N Trademark Assignment Agreement]

TRADEMARK
REEL: 006569 FRAME: 0477

SCHEDULE A

Mark	Registration No.
611	2743527
ACCELERATE	2192502
AC-DI-SOL	1121687
ALUBRA	4191206
AQUACOAT	1152055
AQUATERIC	5376435
AVICEL	3093836
AVICEL	0717028
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PROTASEA	5301763
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VISCARIN	0573997
VITACEL	1362783