

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534294

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INVISTA North America S.a r.l.		02/01/2019	Corporation: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	A&AT LLC		
Street Address:	2711 Centerville Road, Suite 300		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1314146	TERATHANE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	302-493-9337		
Email:	trademarks@lycra.com		
Correspondent Name:	Suzanne Fettig		
Address Line 1:	2711 Centerville Road, Suite 300		
Address Line 4:	Wilmington, DELAWARE 19808		
ATTORNEY DOCKET NUMBER:	tlc-6931420		
NAME OF SUBMITTER:	Bridget C. Sciamanna		
SIGNATURE:	/Bridget C Sciamanna/		
DATE SIGNED:	07/30/2019		
Total Attachments: 10			
source=Wrong Pockets Agreement-20190201-signed#page1.tif			
source=Wrong Pockets Agreement-20190201-signed#page2.tif			
source=Wrong Pockets Agreement-20190201-signed#page3.tif			
source=Wrong Pockets Agreement-20190201-signed#page4.tif			
source=Wrong Pockets Agreement-20190201-signed#page5.tif			

CH \$40.00 1314146

source=Wrong Pockets Agreement-20190201-signed#page6.tif
source=Wrong Pockets Agreement-20190201-signed#page7.tif
source=Wrong Pockets Agreement-20190201-signed#page8.tif
source=Wrong Pockets Agreement-20190201-signed#page9.tif
source=Wrong Pockets Agreement-20190201-signed#page13.tif

WRONG POCKETS AGREEMENT

This WRONG POCKETS AGREEMENT (this “WP Agreement”), is dated as of February 1, 2019 (the “Effective Date”), by and among (1) INVISTA Equities, LLC, a Delaware limited liability company (“INVISTA”), (2) INVISTA North America S.à r.l., a société à responsabilité limitée incorporated under the laws of Luxembourg (“INVISTA NA”), (3) INVISTA Textiles (U.K.) Limited, a private limited company organized under the laws of England and Wales (“INVISTA UK”), (4) Ruyi US Acquisition Corp, a Delaware corporation (“Buyer”), (5) A&AT LLC, a Delaware limited liability company (“A&AT”), and (6) A&AT UK Limited a private limited company organized under the laws of England and Wales (“A&AT UK”).

A. Each of INVISTA and Buyer are parties to that certain Second Amended and Restated Sale and Purchase Agreement (the “Agreement”), dated as of December 21, 2018, among INVISTA, Buyer, Eagle Global Holding B.V., Shandong Ruyi Technology Group Co., Ltd., INVISTA S.à r.l. and KoSa Foreign Investments S.à r.l. Capitalized terms used herein and not otherwise defined shall have the definitions assigned to them in the Agreement.

B. The parties hereto (the “Parties”) are entering into this WP Agreement pursuant to clause 4.8(A) through 4.8(E) of the Agreement to identify certain Target Assets to be transferred to Buyer or an appropriate Target Company, certain INVISTA Sub-Group Assets to be transferred to the appropriate member of the INVISTA Sub-Group, and certain Target Liabilities to be assumed or discharged by the Buyer or the appropriate Target Company. Specifically:

(1) China Patent Filing Number 2009-20159790.5 published on 16 May 2012 with publication number CN102459407A and titled Improved Copolyetherglycol Manufacturing Process (the “Chinese Patent Registration”) is an INVISTA Sub-Group Asset that was mistakenly assigned to A&AT UK Limited as part of the Pre-Sale Reorganisation;

(2) those certain trademark filings set forth in Exhibit A (the “Foreign Trademark Filings”), that were made by a member of the INVISTA Sub-Group, are Target Assets and should be transferred to Buyer or the appropriate Target Company, A&AT UK;

(3) those certain trademark filings set forth in Exhibit B (the “US Trademark Filings”) that were made by a member of the INVISTA Sub-Group, are Target Assets and should be transferred to Buyer or the appropriate Target Company, A&AT; and

(4) the workers compensation insurance policy related to the operation and conduct of the Target Business prior to Closing (the “Pre-Closing WC Policy”) is a Target Asset that is an unassignable contract under which Buyer or the appropriate Target Company is a Beneficiary with respect to claims made prior to Closing and for which payments will be made by a member of the INVISTA Sub-Group after Closing, including the claims set forth in Exhibit C (the “WC Claims”).

In consideration of the mutual transfers and assignments and the mutual promises set forth in this WP Agreement, the Parties agree as follows:

1. Wrong Pockets Adjustments.

(a) Chinese Patent Registration. A&AT UK hereby assigns and transfers to INVISTA U.K. the Chinese Patent Registration, all related Intellectual Property Rights, and any associated liabilities or obligations with respect thereto (whether occurring before, on, or after the Effective Date), and INVISTA U.K. hereby accepts and assumes the Chinese Patent Registration, all related Intellectual Property Rights

and any associated liabilities or obligations with respect thereto (whether occurring before, on, or after the Effective Date). As used in this WP Agreement, “Intellectual Property Rights” means all patents, patent applications, utility models, rights to inventions, copyright and neighboring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights in any part of the world, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, to be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world together with all related rights and powers arising or accrued, including the right to bring, make, oppose, defend, appeal and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these rights, whether occurring before, on, or after the Effective Date.

(b) Foreign Trademark Filings. INVISTA U.K. hereby assigns and transfers to A&AT UK the Foreign Trademark Filings, all related Intellectual Property Rights, and any associated liabilities or obligations with respect thereto (whether occurring before, on, or after the Effective Date); and A&AT UK hereby accepts and assumes the Foreign Trademark Filings, all related Intellectual Property Rights, and any associated liabilities or obligations with respect thereto (whether occurring before, on, or after the Effective Date).

(c) US Trademark Filings. INVISTA NA hereby assigns and transfers to A&AT the US Trademark Filings, all related Intellectual Property Rights, and any associated liabilities or obligations with respect thereto (whether occurring before, on, or after the Effective Date); and A&AT hereby accepts and assumes the US Trademark Filings, all related Intellectual Property Rights, and any associated liabilities or obligations with respect thereto (whether occurring before, on, or after the Effective Date).

(d) WC Policy. Buyer and A&AT acknowledge, accept and shall discharge all the liabilities, obligations, costs and expenses incurred or otherwise payable with respect to or arising out of the Pre-Closing WC Policy (including those relating to the WC Claims), and shall pay, promptly upon receipt, invoices from INVISTA (or another applicable member of the INVISTA Sub-Group designated by INVISTA) seeking repayment of any and all such liabilities, obligations, costs and expenses incurred or otherwise payable with respect to or arising out of the Pre-Closing WC Policy (including those relating to the WC Claims).

2. Miscellaneous.

(a) Interpretation. The headings preceding the text of Sections included in this WP Agreement and the headings to Exhibits attached to this WP Agreement are for convenience only and shall not be deemed part of this WP Agreement or be given any effect in interpreting this WP Agreement. The use of the masculine, feminine or neuter gender or the singular or plural form of words herein shall not limit any provision of this WP Agreement. The use of the terms “including” or “include” shall in all cases herein mean “including, without limitation” or “include, without limitation,” respectively. The use of the phrase “ordinary course of business” shall in all cases mean “ordinary course of business consistent with past practice.” Reference to any Person includes such Person’s successors and assigns to the extent such successors and assigns are permitted by the terms of any applicable agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually. Reference to any agreement (including this WP Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof. Reference to any Law means such Law as amended, modified, codified, replaced or re-enacted, in whole or in part, and in effect on the Effective Date, including rules, regulations, enforcement procedures and any interpretations promulgated thereunder. Underscored references to

Sections or Exhibits shall refer to those portions of this WP Agreement. The use of the terms “hereunder”, “hereof”, “hereto” and words of similar import shall refer to this WP Agreement as a whole and not to any particular Section or Exhibit to this WP Agreement. This WP Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(b) Incorporation. The provisions of clause 25 (Entire Agreement; Remedies), clause 26 (General) and clause 28 (Governing Law) of the Agreement are incorporated into this WP Agreement by this reference as if the same were fully set forth herein.

(c) Successors and Assigns; No Assignment. This WP Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and assigns. This WP Agreement may not be assigned by any Party without the other Parties’ express prior written consent; provided, however, that either Party may assign its rights (but not its obligations) hereunder to one or more of its wholly-owned subsidiaries.

(d) No Third-party Beneficiaries. This WP Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this WP Agreement.

(e) Further Assurance. As and when reasonably requested by any Party, each Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, at the expense of the requesting party (other than in the case of any corrective filings or other things required to be done as a result of the failure to make necessary filings following the transfer of Intellectual Property Rights to A&AT and A&AT UK by the INVISTA Sub-Group, in which case, the Party who is requested to take action under this clause shall be liable for any such expenses), all such further or other actions, as such other Party may reasonably deem necessary or desirable to effectuate the intent of this WP Agreement.


(f) Counterparts. This WP Agreement may be executed in one or more counterparts or duplicate originals, all of which when taken together will constitute one and the same agreement. Electronic and facsimile copies of an original executed signature page (including copies electronically transmitted in portable document format or “.pdf”) will be deemed the same as the original executed signature page. Electronically executed versions of a signature page through the DocuSign, Inc. electronic signing system implemented by the Parties will also be deemed the same as an original executed signature page. At the request of either Party at any time, each Party shall promptly confirm all electronic or facsimile copies, and all electronically executed versions, of any signature page by manually executing and delivering a duplicate original signature page.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this WP Agreement as of the date first above written.

Ruyi US Acquisition Corp.

INVISTA Equities, LLC



By: Xu Ke
Title: Director A

By:
Title:

A&AT LLC

INVISTA North America S.à r.l.

By:
Title:

By:
Title:

A&AT UK Limited

INVISTA Textiles (U.K.) Limited

By:
Title:

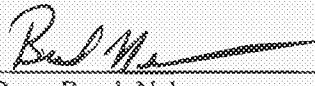
By:
Title:

IN WITNESS WHEREOF, the Parties have executed this WP Agreement as of the date first above written.

Ruyi US Acquisition Corp.

INVISTA Equities, LLC

.....
By: _____
Title: _____


By: Brock Nelson
Title: Authorized Signatory

A&AT LLC

INVISTA North America S.à r.l.

.....
By: Toby Harrison
Title: Vice President

.....
By: Tobin Finley
Title: Manager

A&AT UK Limited

INVISTA Textiles (U.K.) Limited

.....
By: Chris Brown
Title: Director

.....
By: Andreas Westhuis
Title: Director

IN WITNESS WHEREOF, the Parties have executed this WP Agreement as of the date first above written.

Ruyi US Acquisition Corp.

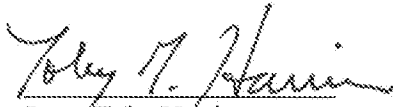
INVISTA Equities, LLC

By: _____
Title: _____

By: Brock Nelson
Title: Authorized Signatory

A&AT LLC

INVISTA North America S.à r.l.


By: Toby Harrison
Title: Vice President

By: Tobin Finley
Title: Manager

A&AT UK Limited

INVISTA Textiles (U.K.) Limited

By: Chris Brown
Title: Director

By: Andreas Westhuis
Title: Director

IN WITNESS WHEREOF, the Parties have executed this WP Agreement as of the date first above written.

Ruyi US Acquisition Corp.

INVISTA Equities, LLC

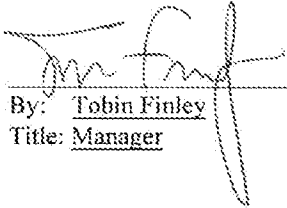
By: _____
Title: _____

By: Brock Nelson
Title: Authorized Signatory

A&AT LLC

INVISTA North America S.à r.l.

By: Toby Harrison
Title: Vice President


By: Tobin Finley
Title: Manager

A&AT UK Limited

INVISTA Textiles (U.K.) Limited

By: Chris Brown
Title: Director

By: Andreas Westhuis
Title: Director

IN WITNESS WHEREOF, the Parties have executed this WP Agreement as of the date first above written.

~~Ruyi US Acquisition Corp.~~

~~INVISTA Equities, LLC~~

By: _____
Title: _____

By: Brock Nelson
Title: Authorized Signatory

A&AT LLC

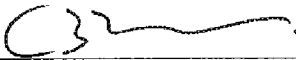
INVISTA North America S.à r.l.

By: Toby Harrison
Title: Vice President

By: Tobin Finley
Title: Manager

A&AT UK Limited

INVISTA Textiles (U.K.) Limited


By: Chris Brown
Title: Director

By: Andreas Westhuis
Title: Director

IN WITNESS WHEREOF, the Parties have executed this WP Agreement as of the date first above written.

Ruyi US Acquisition Corp.

INVISTA Equities, LLC

By: _____
Title: _____

By: Brock Nelson
Title: Authorized Signatory

A&AT LLC

INVISTA North America S.à r.l.

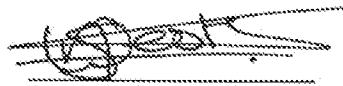
By: Toby Harrison
Title: Vice President

By: Tobin Finley
Title: Manager

A&AT UK Limited

INVISTA Textiles (U.K.) Limited

By: Chris Brown
Title: Director


By: Andreas Westhuis
Title: Director

**Exhibit B
US Trademark Filings**

New Registrations

Trademark	Country	Current Status	Filing Date	Filing #	Registration Date	Registration #
LYCRA ENERGIZE	United States Of America	Publication after Examination	13 Dec 2017	87719072		
LYCRA FITSENSE	United States Of America	Publication of application	07 Dec 2017	87712444		
LYCRA FUSION	United States Of America	Publication after Examination	11 Jan 2018	87/751,115		

Terathane Registrations

Country	Prosecution Step	Current Status	App. Date	App. No.	Reg. Date	Reg. No.
USA	Registered	Renewal	14 Jul 1983	73/434605	15 Jan 1985	1314146