

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------|----------|----------------|--------------|
| CHEMTURA CORPORATION | | 04/30/2013 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|-----------------|--|
| Name: | Addivant USA LLC |
| Street Address: | 199 Benson Road |
| City: | Middlebury |
| State/Country: | CONNECTICUT |
| Postal Code: | 06762 |
| Entity Type: | LIMITED LIABILITY COMPANY: UNITED STATES |

PROPERTY NUMBERS Total: 38

| Property Type | Number | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 85758801 | ADDIVANT |
| Serial Number: | 76226476 | ALKANOX |
| Serial Number: | 72182386 | AMINOX |
| Serial Number: | 76223633 | ANOX |
| Serial Number: | 72181715 | ARANOX |
| Serial Number: | 72211947 | ARAZATE |
| Serial Number: | 73013369 | BIK |
| Serial Number: | 71309277 | BLE |
| Serial Number: | 72182383 | BUTAZATE |
| Serial Number: | 73012658 | CPB |
| Serial Number: | 75138268 | DURAZONE |
| Serial Number: | 72182381 | ETHAZATE |
| Serial Number: | 72211945 | FLEXAMINE |
| Serial Number: | 72056897 | FLEXZONE |

OP \$965.00 85758801

| | | |
|----------------|----------|--------------|
| Serial Number: | 78148898 | GENOX |
| Serial Number: | 71317726 | HEPTEEN BASE |
| Serial Number: | 73518788 | LOWINOX |
| Serial Number: | 72182384 | METHAZATE |
| Serial Number: | 75119365 | MONEX |
| Serial Number: | 72243606 | NAUGARD |
| Serial Number: | 73518010 | NAUGARD 76 |
| Serial Number: | 72056898 | NAUGAWHITE |
| Serial Number: | 73559838 | NAUGEX |
| Serial Number: | 76269741 | NDB |
| Serial Number: | 72182380 | OCTAMINE |
| Serial Number: | 75817091 | OPEX |
| Serial Number: | 75119364 | OXAF |
| Serial Number: | 73246296 | POLYBOND |
| Serial Number: | 71634225 | POLYGARD |
| Serial Number: | 78322486 | POLYWET |
| Serial Number: | 72283830 | ROYALAC |
| Serial Number: | 73773543 | ROYALTUF |
| Serial Number: | 74142363 | SUNPROOF |
| Serial Number: | 72182385 | TONOX |
| Serial Number: | 71309276 | TRIMENE BASE |
| Serial Number: | 72182382 | TUEX |
| Serial Number: | 73391087 | ULTRANOX |
| Serial Number: | 78060496 | WESTON |

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (765) 838-1168
 Email: cedric.dhue@dhuellaw.com
 Correspondent Name: D'Hue Law LLC
 Address Line 1: 4315 Commerce Drive, Suite 440 - 115
 Address Line 4: Lafayette, INDIANA 47905

ATTORNEY DOCKET NUMBER:

ADDIVANT TRADEMARK ASSIGN

NAME OF SUBMITTER:

Cedric A. D'Hue

/Cedric A. D'Hue/

Date:

06/13/2013

Total Attachments: 6

source=Assignment of U.S. Trademarks - Final and Executed(2595679_1_DC) (4)#page1.tif

source=Assignment of U.S. Trademarks - Final and Executed(2595679_1_DC) (4)#page2.tif

source=Assignment of U.S. Trademarks - Final and Executed(2595679_1_DC) (4)#page3.tif

source=Assignment of U.S. Trademarks - Final and Executed(2595679_1_DC) (4)#page4.tif

source=Assignment of U.S. Trademarks - Final and Executed(2595679_1_DC) (4)#page5.tif

source=Assignment of U.S. Trademarks - Final and Executed(2595679_1_DC) (4)#page6.tif

ASSIGNMENT OF U.S. TRADEMARKS

THIS ASSIGNMENT OF U.S. TRADEMARKS (this “**Assignment**”) is made this 30th day of April, 2013 by and between Chemtura Corporation, a Delaware corporation (“**Assignor**”), and Addivant USA, LLC, a limited liability company incorporated under the laws of Delaware (“**Assignee**”; each of Assignor and Assignee, a “**Party**”, and collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, Assignor, SK Blue Holdings, Ltd., an exempted company incorporated in the Cayman Islands with limited liability (“**Buyer**”) and Addivant USA Holdings Corp. are parties to that certain Amended and Restated Asset Purchase and Contribution Agreement, dated as of January 25, 2013 (the “**Purchase Agreement**”), pursuant to which, among other things, Assignor agreed to assign to Buyer or an affiliate of Buyer all right, title and interest in and to the registered Trademarks and Trademark applications included in the Business Intellectual Property Rights, including, but not limited to, the registered U.S. Trademarks and U.S. Trademark applications set forth on Schedule A (collectively, the “**U.S. Assigned Trademarks**”), together with all goodwill associated therewith; and

WHEREAS, Assignor desires to transfer all right title and interest in and to the U.S. Assigned Trademarks and all goodwill associated therewith to Assignee and Assignee desires to acquire all such right, title and interest in and to such U.S. Assigned Trademarks and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Purchase Agreement and subject to the terms and conditions therein, Assignor and Assignee intending to be legally bound, agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers unto Assignee all right, title and interest in and to the U.S. Assigned Trademarks, together with all goodwill associated therewith, and all rights to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement or misappropriation of any of the foregoing.
2. Assignor hereby agrees to sign all necessary papers and do all lawful acts reasonably requisite to effect the terms of this Assignment, without further compensation, but at the expense of Assignee or its successors and assigns. Assignor hereby authorizes and requests the officials of all countries in which the U.S. Assigned Trademarks are now or in the future will be registered to issue to Assignee all of Assignor’s right, title and interest in and to the same for the sole use and enjoyment of Assignee, its successors and assigns.
3. Any provision of this Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or

delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

4. This Assignment shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state. The Parties agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment or the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Assignment shall be deemed to have arisen from a transaction of business in the State of New York, and each of the Parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in the Purchase Agreement shall be deemed effective service of process on such Party.

5. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT.


6. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. Until and unless each Party has received a counterpart hereof signed by the other Party, this Assignment shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

7. The initially capitalized terms used and not defined in this Assignment shall have their respective meanings as defined in the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized officers as of the day and year first written above.


CHEMTURA CORPORATION

By: 
Name: Alan Schutzman
Title: Assistant Secretary

[Signature Page to U.S. Trademark Assignment Agreement]

TRADEMARK
REEL: 005048 FRAME: 0479

ADDIVANT USA, LLC

By: 
Name: John Anthony Norris
Title: Managing Director

[Signature Page to U.S. Trademark Assignment Agreement]

TRADEMARK
REEL: 005048 FRAME: 0480

SCHEDULE A

| Mark | Country | Status | Appl. No. | Appl. Date | Regn. No. | Type | Reg. Date |
|-------------------------------|---------------|------------|------------|------------|-----------|----------|-----------|
| ADDIVANT | United States | Pending | 85758801 | 19-Oct-12 | | National | |
| ALKANOX | United States | Registered | 76226476 | 19-Mar-01 | 2617338 | National | 10-Sep-02 |
| AMINOX | United States | Registered | 0182386 | 4-Feb-63 | 0779288 | National | 3-Nov-64 |
| ANOX | United States | Registered | 76223633 | 9-Mar-01 | 3257388 | National | 3-Jul-07 |
| ARANOX | United States | Registered | 72/181715 | 21-Nov-63 | 0781915 | National | 22-Dec-64 |
| ARAZATE | United States | Registered | 72/211947 | 12-Feb-65 | 0799001 | National | 23-Nov-65 |
| BIK | United States | Registered | 73013369 | 13-Feb-74 | 1002414 | National | 28-Jan-75 |
| BLE | United States | Registered | 309277 | 23-Dec-30 | 0283324 | National | 26-May-31 |
| BUTAZATE | United States | Registered | 72182383 | 4-Dec-63 | 797947 | National | 26-Oct-65 |
| CPB | United States | Registered | 0000012658 | 4-Feb-74 | 1005677 | National | 4-Mar-75 |
| DURAZONE | United States | Registered | 75/138268 | 10-Jul-96 | 2069836 | National | 10-Jun-97 |
| ETHAZATE | United States | Registered | 72182381 | 4-Dec-63 | 797946 | National | 26-Oct-65 |
| FLEXAMINE | United States | Registered | 0000211945 | 12-Feb-65 | 798999 | National | 23-Nov-65 |
| FLEXZONE | United States | Registered | 72056897 | 8-Aug-58 | 0688940 | National | 1-Dec-59 |
| GENOX | United States | Registered | 78/148898 | 30-Jul-02 | 2791181 | National | 9-Dec-03 |
| HEPTEEN BASE (Stylized) | United States | Registered | 71317726 | 6-Aug-31 | 289955 | National | 15-Dec-31 |
| LOWINOX | United States | Registered | 73518788 | 23-Jan-85 | 1428905 | National | 17-Feb-87 |
| METHAZATE | United States | Registered | 0000182384 | 4-Dec-63 | 797948 | National | 26-Oct-65 |
| MONEX | United States | Registered | 075119365 | 14-Jun-96 | 2055380 | National | 2-Apr-97 |
| NAUGARD | United States | Registered | 243606 | 15-Apr-66 | 822207 | National | 17-Jan-67 |
| NAUGARD 76 | United States | Registered | 73518010 | 17-Jan-85 | 1352297 | National | 6-Aug-85 |

| Mark | Country | Status | Appl. No. | Appl. Date | Regn. No. | Type | Reg. Date |
|------------------------|---------------|------------|------------|------------|-----------|----------|-----------|
| NAUGAWHITE | United States | Registered | 056898 | 8-Aug-58 | 0688941 | National | 1-Dec-59 |
| NAUGEX | United States | Registered | 0000559838 | 23-Sep-85 | 1395444 | National | 3-Jun-86 |
| NDB | United States | Registered | 76269741 | 11-Jun-01 | 2630963 | National | 8-Oct-02 |
| OCTAMINE | United States | Registered | 0182380 | 4-Dec-63 | 779286 | National | 3-Nov-64 |
| OPEX | United States | Registered | 075/817091 | 7-Oct-99 | 2373004 | National | 1-Aug-00 |
| OXAF | United States | Registered | 75/119364 | 14-Jun-96 | 2055379 | National | 22-Apr-97 |
| POLYBOND | United States | Registered | 246296 | 16-Jan-80 | 1201658 | National | 20-Jul-82 |
| POLYGARD (Stylized) | United States | Registered | 634225 | 20-Aug-52 | 0573548 | National | 21-Apr-53 |
| POLYWET | United States | Registered | 78/322486 | 3-Nov-03 | 2916321 | National | 4-Jan-05 |
| ROYALAC | United States | Registered | 72283830 | 31-Oct-67 | 0869572 | National | 20-May-69 |
| ROYALTUF | United States | Registered | 73773543 | 9-Jan-89 | 1558675 | National | 3-Oct-89 |
| SUNPROOF | United States | Registered | 74/142363 | 25-Feb-91 | 1671531 | National | 14-Jan-92 |
| TONOX | United States | Registered | 0000182385 | 4-Dec-63 | 788898 | National | 4-May-65 |
| TRIMENE BASE | United States | Registered | 309276 | 23-Dec-30 | 0285004 | National | 14-Jul-31 |
| TUEX | United States | Registered | 0182382 | 4-Dec-63 | 0779287 | National | 3-Nov-64 |
| ULTRANOX | United States | Registered | 73391087 | 28-Sep-82 | 1417977 | National | 25-Nov-86 |
| WESTON | United States | Registered | 78/060496 | 26-Apr-01 | 2702620 | National | 1-Apr-03 |