TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM490461

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/01/2017		
RESUBMIT DOCUMENT ID:	900458311		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Milliken Design, Inc.		07/13/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Milliken & Company
Street Address:	920 Milliken Road, M495
City:	Spartanburg
State/Country:	SOUTH CAROLINA
Postal Code:	29303
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3467395	NEROSOL
Registration Number:	4274996	KEYSTONE
Registration Number:	3954824	KEYPLAST
Registration Number:	3284550	KEYSTONE

CORRESPONDENCE DATA

Fax Number: 8032559831

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: (803) 799-2000

Email: ip@nelsonmullins.com

Correspondent Name: Nelson Mullins Riley & Scarborough LLP

Address Line 1: 301 S. College Street
Address Line 2: 23rd Floor, IP Department

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	003724/11959
NAME OF SUBMITTER:	Charles G. Zug
SIGNATURE:	/cgz/
DATE SIGNED:	09/18/2018

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This **ASSIGNMENT** ("<u>Assignment</u>") is effective as of October 1, 2017 between Milliken & Company, a Delaware corporation ("<u>Assignee</u>"), and Milliken Design, Inc., a Delaware corporation ("<u>Assignor</u>").

Recitals

WHEREAS, Assignor and Assignee are parties to that certain Joint Written Consent to Action of the Sole Stockholder and Board of Directors dated as of October 1, 2017 (the "Transfer Agreement"), which provides, among other things, for the transfer by Assignor to Assignee of the assets relating to certain chemical colorant formulation and manufacturing business, including certain trademarks owned by Assignor and their associated goodwill;

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment

1.1 Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the trademarks set forth on Schedule A (the "Marks"), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. General

- 2.1 This Assignment and all of the provisions of this Assignment will be binding upon and inure to the benefit of the parties to this Assignment and their respective successors and permitted assigns.
- 2.2 This Assignment is being executed solely to give effect to the transactions contemplated by the Transfer Agreement. Nothing in this Assignment, express or implied, is intended to, or will be construed to modify, expand or limit in any way the terms of, the Transfer Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Transfer Agreement, the Transfer Agreement will govern.

- This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.
- 2.4 THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO PRINCIPLES GOVERNING CONFLICTS OF LAW.

IN WITNESS WHEREOF, the parties hereto have set their signature below:

ASSIGNOR

MILLIKEN DESIGN, INC.

Title: VIII. Wel

ASSIGNEE

MILLIKEN & COMPANY

Name:

Title: CFO

Date Signed: July 13, 2018

SCHEDULE A- MARKS

<u>Mark</u>	Jurisdiction	Class	Registration Number	Registration Date
NEROSOL	United States	.2	3,467,395	July 15, 2008
Kéljstone	United States	2	4,274,996	January 15, 2013
KEYPLAST	United States	.2	3,954,824	May 3, 2011
KEYSTONE	United States	2	3,284,550	August 28, 2007
	United States	·2·	3,957,389	May 10, 2011
NEROSOL	Canada	n/a	TMA861,243	September 25, 2013
KEYSTONE	Canada	n/a	TMA870,723	February 5, 2014
KEYPLAST	Canada	n/a	TMA870,718	February 5, 2014
Kéystone	Canada	n/a	TMA920,856	November 20, 2015
KEYSTONE	China	2	8634321	September 21, 2011

NEROSOL	China	2	8634322	September 21, 2011
KEYPLAST	China	.2	8634323	September 21, 2011
	China	3	8634324	September 21, 2011
Kégstone	China	2	11087598	November 7, 2013
KEYSTONE	EUTM	2	009344185	February 10, 2011
NEROSOL	EUTM	2	009344227	February 10, 2011
KEYPLAST	EUTM	2	009344251	February 10, 2011
	EUTM	2	009344433	February 10, 2011
Kéystone	EUTM	2	010912111	May 24, 2011

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RECORDED: 07/16/2018