

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649695

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900615022

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PeroxyChem LLC		01/28/2021	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Evonik Operations GmbH
Street Address:	Rellinghauser Str. 1-11
City:	Essen
State/Country:	GERMANY
Postal Code:	45128
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	73661154	SUPER D
Serial Number:	73834768	
Serial Number:	74222951	VIGOROX
Serial Number:	75599639	OXYPURE
Serial Number:	75618353	DUROX
Serial Number:	76394121	STERIFX
Serial Number:	76515319	FRESHFX
Serial Number:	78532395	VETFX
Serial Number:	77022057	BLITZ
Serial Number:	77022073	CLARITY
Serial Number:	77022069	SPECTRUM
Serial Number:	76673720	S SYNTRX
Serial Number:	77857035	S
Serial Number:	77850249	SYNTRX
Serial Number:	86273078	PROTECTFX
Serial Number:	87493437	CERTAINTY
Serial Number:	88243897	FRESHFWD
Serial Number:	88664907	OXYBREAK

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86168607	PEROXYCHEM
Serial Number:	86332697	PEROXYCHEM

CORRESPONDENCE DATA

Fax Number: 2022634312
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: 2029732612
Email: swoldow@sgrlaw.com
Correspondent Name: Scott D. Woldow
Address Line 1: 1055 Thomas Jefferson Street, NW
Address Line 2: Suite 400
Address Line 4: Washington, D.C. 20007

DOMESTIC REPRESENTATIVE

Name: Scott D. Woldow
Address Line 1: 1055 Thomas Jefferson Street, NW
Address Line 2: Suite 400
Address Line 4: Washington, D.C. 20007

NAME OF SUBMITTER:	Anca M. Marcu, Associate Attorney at SGR
SIGNATURE:	/Anca Marcu/
DATE SIGNED:	05/26/2021

Total Attachments: 9

- source=PeroxyChem - Evonik - TM Assignment Agreement#page1.tif
- source=PeroxyChem - Evonik - TM Assignment Agreement#page2.tif
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This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is entered into by and between

PeroxyChem LLC
One Commerce Square Market Street 2005
Philadelphia, PA 19103
USA

("Seller" or "Assignor"),

and

Evonik Operations GmbH
Rellinghauser Str. 1-11
45128 Essen
Germany

("Buyer" or "Assignee")

RECITALS

WHEREAS, Buyer and Seller are parties to that certain IP Purchase Agreement, dated as of December 15, 2020 (the "IPPA") pursuant to which Seller has agreed to sell, assign and transfer to Buyer, and has sold, assigned and transferred, and Buyer has agreed to purchase and assume from Seller, and has accepted the assignment and transfer of, certain Intellectual Property and similar rights,

WHEREAS, among these Intellectual Property and similar rights are the Trademarks identified in Appendix A hereto (the "Assigned Trademarks").

WHEREAS, Buyer has compensated Seller for the sale, assignment and transfer of the Assigned Trademarks under the provisions of the IPPA and no additional compensation shall be required under this Trademark Assignment Agreement,

WHEREAS, this Agreement is among the necessary or useful instruments pursuant Section 2.3 of the IPPA; and

WHEREAS, the Parties wish to confirm the sale, assignment and transfer of the Assigned Trademarks and if and to the extent not already effected under the IPPA, effect the sale, assignment and transfer of all remaining rights on the Assigned Trademarks of Seller to Buyer, if any.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the IPPA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

1. Assignment. Seller (Assignor) and Buyer (Assignee) confirm the sale, assignment and transfer of, and Seller does hereby sell, assign and transfer unto Buyer (Assignee), and Buyer hereby accepts, all of Seller's right, title and interest in and to the Assigned Trademarks, together

with the goodwill of the Seller with the use of, and symbolized by, the Assigned Trademarks, including, without limiting the generality of the foregoing, (i) all rights of any kind whatsoever of Seller accruing under the Assigned Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, (ii) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Assigned Trademarks and (iii) any and all claims and causes of action, with respect to the Assigned Trademarks, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, in each case as fully and entirely as the same would have been held by Seller had this assignment and sale not been made.

2. Registration; Change of Recordal; Declaration of Transfer (Übertragungserklärung). Seller hereby authorizes and requests, as applicable, the European Union Intellectual Property Office, the German Patent and Trademark Office, the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities in the various affected jurisdictions to record Buyer as the owner of the Assigned Trademarks and to issue to Buyer, in lieu of Seller, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Assigned Trademarks. It is Buyer's responsibility to apply for a change of recordal in the registers. Seller shall not unreasonably withhold, or delay, signing of any document necessary to effect the change of recordal. If Seller does not approve of a document prepared by Buyer, Seller will cooperate with Buyer to create a document acceptable to both Parties. Buyer is in particular entitled to use the Declaration of Transfer as well as copies of it in order to effect a change of recordal in the intellectual property registers.

3. Further Assurances. Subject to Section 4, Seller and Buyer shall execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Agreement and to evidence and effectuate the transactions contemplated herein. Buyer shall prepare and provide to Seller all assignments and other instruments of transfer reasonably required to transfer to Buyer the Assigned Trademarks. Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto. If Buyer or its successor or assignee is unable, for any reason, to obtain a signature of Seller on a document necessary to perfect the transfer or assignment of the Assigned Trademarks, Seller hereby irrevocably appoints Buyer as its agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of Seller to execute, verify, and file any such documents with the same legal force and effect as if executed by Seller.

4. General Provisions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the IPPA. This Agreement, Appendix A hereto and the IPPA constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all other prior representations, warranties,

understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding any other provision of this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the IPPA, the provisions of the IPPA shall control (unless this Agreement expressly provides otherwise). This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.


5. Governing Law; Jurisdiction and Venue. This Agreement and all matters arising out of or relating to this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise), shall be interpreted, construed and governed by and in accordance with Section 6 of the IPPA.

6. Signatories; Counterparts. This Agreement may be executed in at least twelve counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. This Agreement shall be executed by a representative and/or multiple authorized signatories of the Buyer and Seller, respectively. The Parties shall provide for notarization of the signatures of each signatory. Immediately upon execution of the Agreement, the Parties shall provide each other with copies of the executed Agreement.

Seller PeroxyChem LLC

Executed in Hanau, Germany on 28.01.2021

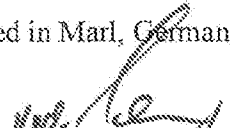
By:



Stefan Purkhardt
IP Manager Trademarks

Evonik Operations GmbH

Executed in Marl, Germany on 10.02.2021

By:


ppa. Dr. Arne Lang
Authorized Officer


ppa. Dr. Kersten Dittmar
Authorized Officer

APPENDIX A: Assigned Trademarks

APPENDIX A

Internal file number	Trademark	Procedure	Country	Filing date	Application No.	Registration date	Registration No.	Class of Goods
1987W62201 US	SUPER D	US	US	15.05.1987	73/661,154	23.02.1988	1,477,253	001
1989W62201 US	STARBURST LOGO	US	US	30.10.1989	73/834,768	03.07.1990	1,604,236	001
1991W62204 CA	VIGOROX	CA	CA	15.08.2011	1539715	19.08.2014	TMA884359	001
1991W62204 CN	VIGOROX	CN	CN	18.03.2011	9228954	28.04.2014	9228954	001
1991W62204 CN01	VIGOROX	CN	CN	20.02.2012	10508869	28.03.2015	10508869	005
1991W62204 DE	VIGOROX	DE	DE	17.03.2010	302010016415	22.11.2010	302010016415	001
1991W62204 US	VIGOROX	US	US	15.11.1991	74222,951	02.01.1996	1,945,951	001
1991W62204EU	VIGOROX	EU	EU	18.03.2011	009821315	29.08.2011	009821315	001
1998W62201 MX	OXXYPURE	MX	MX	30.07.2010	1108445	17.08.2010	1174150	001
1998W62201 US	OXXYPURE	US	US	04.12.1998	75/599,639	25.07.2000	2,370,221	001
1999W62201 CN	DUROX	CN	CN	17.02.2012	10502674	07.04.2013	10502674	005
1999W62201 CN01	DUROX	CN	CN	07.07.2015	17378728	14.08.2017	17378728	005
1999W62201 CN02	DUROX (Chinese Characters) durox du huo	CN	CN	07.07.2015	17378536	07.09.2016	17378536	001
1999W62201 TH	DUROX (Roman/Thai)	TH	TH	26.02.2013	882937	26.02.2013	391677	001
1999W62201 US	DUROX	US	US	11.01.1999	75/618,353	25.01.2000	2,311,717	001
1999W62201EU	DUROX	EU	EU	18.03.2011	9821463	22.01.2014	9821463	001; 003; 005
2002W62201 MX	HRS	MX	MX	08.05.2002	0546256	26.09.2002	762557	012
2002W62202 US	STERIFX	US	US	28.03.2002	76/394,121	09.09.2003	2,761,004	005
2003W62202 US	FRESHFX	US	US	19.05.2003	76/515,319	12.10.2004	2,892,746	001; 005
2004W62202 US	VETFX	US	US	14.12.2004	78/532,395	29.11.2005	3,020,979	005
2006W62201 US	BLITZ	US	US	16.10.2006	77/022,057	04.03.2008	3,392,420	001
2006W62202 CN	CLARITY	CN	CN	18.03.2011	9228985	07.05.2012	9228985	001
2006W62202 CN01	CLARITY 克萊	CN	CN	17.02.2012	10502663	21.02.2016	10502663	005
2006W62202 CN02	CLARITY 克萊	CN	CN	28.10.2020				005
2006W62202 DE	CLARITY	DE	DE	17.03.2010	302010016412.3	22.11.2010	302010016412	001
2006W62202 US	CLARITY	US	US	16.10.2006	77/022,073	04.03.2008	3,392,422	001
2006W62202EU	CLARITY	EU	EU	18.03.2011	009821182	27.09.2014	009821182	001
2006W62204 US	SPECTRUM	US	US	16.10.2006	77/022,069	04.03.2008	3,392,421	001
2007W62202 US	S SYNTRX	US	US	07.03.2007	76/673,720	23.12.2008	3,550,577	005
2009W62201 US	S	US	US	26.10.2009	77/857,035	22.06.2010	3,806,369	005
2009W62202 US	SYNTRX	US	US	16.10.2009	77/850,249	23.11.2010	3,878,717	005
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2011W62202 MX	STYLIZED S	MX	MX	30.06.2011	1190747	19.10.2011	1245983	003
2011W62202 MX01	STYLIZED S	MX	MX	30.06.2011	1190748	19.10.2011	1245984	005
2011W62203 CA	PERADIGM	CA	CA	21.06.2013	1632220	18.07.2016	TMA943,491	001
2011W62203 CN	PERADIGM	CN	CN	18.03.2011	9228984	28.03.2012	9228984	001
2011W62203 CN01	PERADIGM	CN	CN	17.02.2012	10502670	21.06.2013	10502670	005
2011W62203EU	PERADIGM	EU	EU	18.03.2011	009821588	29.08.2011	009821588	001
2014W62203 US	PROTECTFX	US	US	06.05.2014	86/273,078	23.12.2014	4,659,129	005

2014W62204 AU	PEROXYCHEM	AU	11.03.2014	1610580	18.09.2014	1610580	001; 039; 040; 042
2014W62204 AU01	PEROXYCHEM	AU	03.01.2017	1818573	24.10.2018	1818573	001
2014W62204 BR	PEROXYCHEM	BR	06.02.2014	907305598	30.01.2018	907305598	001
2014W62204 BR01	PEROXYCHEM	BR	06.02.2014	907305610	30.01.2018	907305610	039
2014W62204 BR02	PEROXYCHEM	BR	06.02.2014	907305636	30.01.2018	907305636	040
2014W62204 BR03	PEROXYCHEM	BR	06.02.2014	907305652	30.01.2018	907305652	042
2014W62204 CA	PEROXYCHEM	CA	20.01.2014	1660285	16.06.2017	TMA973;744	001; 039; 040; 042
2014W62204 CH	PeroxyChem	CH	10.06.2014	51077/2014	23.07.2014	661543	001; 039; 040; 042
2014W62204 CH01	PeroxyChem	CH	27.02.2017	65980/2016	13.03.2017	699807	001
2014W62204 CN	PEROXYCHEM	CN	10.02.2014	14007113	14.03.2015	14007113	001
2014W62204 CN01	PEROXYCHEM	CN	10.02.2014	14007115	14.03.2015	14007115	039
2014W62204 CN02	PEROXYCHEM	CN	10.02.2014	14007117	28.04.2015	14007117	040
2014W62204 CN03	PEROXYCHEM	CN	10.02.2014	14007119	14.03.2015	14007119	042
2014W62204 CN04	PEROXYCHEM	CN	06.02.2017	22757649	21.02.2018	22757649	001
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2014W62204 CN05	化学	CN	10.02.2014	14007112	14.03.2015	14007112	001
	PEROXYCHEM - 佩诺						
2014W62204 CN06	化学	CN	10.02.2014	14007114	14.03.2015	14007114	039
	PEROXYCHEM - 佩诺						
2014W62204 CN07	化学	CN	10.02.2014	14007116	21.04.2015	14007116	040
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2014W62204 CN08	化学	CN	10.02.2014	14007118	14.03.2015	14007118	042
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2014W62204 TW03	PEROXYCHEM - 佩諾 化學 (簡體字)	TW	14.02.2014	103007944	01.09.2014	01664612	001; 039; 040; 042
2014W62204 TW04	PEROXYCHEM - 佩諾 凱姆 (簡體字)	TW	13.01.2017	106002529	16.07.2017	01853027	001
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2014W62204 TW06	PEROXYCHEM - 佩諾 凱姆	TW	13.01.2017	106002530	16.07.2017	01853028	001
2014W62204 US	PEROXYCHEM	US	17.01.2014	86168.607	23.12.2014	4.661.255	001; 040; 042
2014W62204 US01	PEROXYCHEM	US	09.07.2014	861332.697	03.11.2015	4.848.155	001
2014W62204 VN	PEROXYCHEM	VN	24.01.2014	4-2014-01991	13.02.2019	40314062	001; 039; 040; 042
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2014W62204OA 01	PEROXYCHEM	OA		03.01.2017	3201700022	29.09.2017	092953	001
2014W62204OA 02	PEROXYCHEM	OA		30.01.2014	3201400336	31.07.2014	78269	039; 040; 042
2017W62201 CA	CERTAINTY	CA		19.10.2017	1863562	24.09.2019	TMA1056090	001
2017W62201 US	CERTAINTY	US		16.06.2017	877493,437			001
2018W62201 CA	FRESHFWD	CA		09.04.2019	1956286			001
2018W62201 MX	FRESHFWD	MX		11.04.2019	2192932	26.06.2019	2014765	001
2018W62201 US	FRESHFWD	US		28.12.2018	88743,897			001; 005
2019W62201 US	OXYBREAK	US		23.10.2019	88664907			001

Urkundenrolle-Nr.: 46 / 2021 U

Hiermit beglaube ich die heute vor mir geleistete Unterschrift von

Herrn **Stefan Purkhardt**, geb. am 29.07.1984,
geschäftsansässig Rodenbacher Chaussee 4, 63457 Hanau.

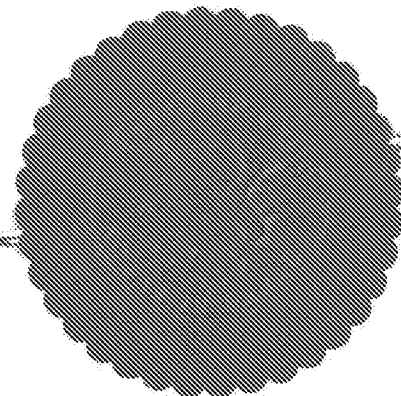
Herr **Stefan Purkhardt** handelt aufgrund ihm erteilter und dem Notar vorgelegter Handlungsvollmacht vom 18.08.2020 für die PeroxyChem LLC mit Sitz in Philadelphia, USA.

Herr **Stefan Purkhardt** wies sich aus durch Vorlage seines mit Lichtbild und Unterschrift versehenen gültigen Ausweisdokumentes.

Gleichzeitig halte ich fest, dass die Frage nach einer Vorbefassung i.S.d. § 3 Absatz 1 Ziffer 7 BeurkG verneint wurde.

Hanau, den 28.01.2021
(Rodenbacher Chaussee 4, 63457 Hanau)

Eberhard Uhlig
Notar



Document Register No.: 46 / 2021

I herewith certify the signature enforced in front of me of

Mr. **Stefan Purkhardt**, born on 29.07.1984,
resident at Rodenbacher Chaussee 4, 63457 Hanau.

Mr. **Stefan Purkhardt** is acting legally for and on behalf of PeroxyChem LLC mit Sitz in Philadelphia, USA with authority from 18.08.2020 which has been presented to the notary.

Mr. **Stefan Purkhardt** identified himself by showing his valid identity document with photo and signature.

I do establish at the same time, that the interested part denied the question of a prior involvement according to § 3 Sec. No. 7 BeurkG.

Hanau, 28.01.2021
(Rodenbacher Chaussee 4, 63457 Hanau)

Eberhard Uhlig
notary



**Vermerk über eine
Unterschriftsbeglaubigung**

Certification of a signature

Hiermit beglaubige ich die vorstehenden,
vor mir geleisteten Unterschriften der

I hereby certify that the above signatures
were executed in my presence by

Mr Dr. Arne Lang geb. 25.11.1966,

Mr Dr. Kersten Dittmar geb. 06.09.1972,

business address: Paul-Baumann-Straße 1 in 45772 Marl, Germany

Die vorbezeichneten Herren sind mir von
Person bekannt.

I know the signatories by person.

Auf Nachfrage des Notars bestätigten die
Herren Dr. Land und Dr. Dittmar mit Blick
auf § 3 Abs. 1 Nr. 7 BeurkG, dass weder der
Notar noch eine der mit ihm zur
gemeinsamen Berufsausübung verbundenen
Personen in dieser Angelegenheit bereits
außerhalb notarieller Amtstätigkeit tätig
sind.

At my request the signatories declared
pursuant to sec. 3 para. 1 No. 7 of the
German Notarisation Act (BeurkG), that
neither the acting notary public nor any of
the persons associated with him for mutual
exercise of occupation were concerned with
this matter as lawyers.

Die Unterschriftsleistung erfolgte auf
Erreichen an deren Dienstsitz im
Chemiepark Marl, Paul-Baumann-Straße 1 in
45772 Marl.

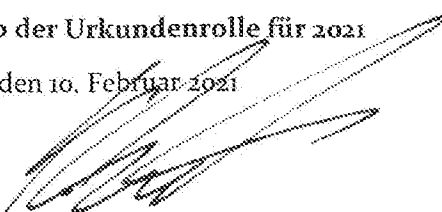
The signatures were upon request of the
signatories executed their office premises
Chemiepark Marl, Paul-Baumann-Straße 1 in
45772 Marl.

Ich bescheinige aufgrund heutiger
Einsichtnahme auf elektronischem Wege in
das Handelsregister bei dem Amtsgericht
Essen 2 HRB 20227, dass dort die Evonik
Operations GmbH mit Sitz in Essen
eingetragen ist und dass die Herren Dr. Arne
Lang und Dr. Kersten Dittmar als
Prokuristen gemeinsam zur Vertretung der
Gesellschaft berechtigt sind.

Based on my inspection of the commercial
register by electronic means of the present
day, I hereby certify in my capacity as notary
that Evonik Operations GmbH with its
corporate seat in Essen is registered with the
commercial register of the local court of
Essen under the commercial register number
HRB 20227 and that the signatories are
authorized to jointly represent the company
as authorised officers.

Nummer 60 der Urkundenrolle für 2021

Marl, den 10. Februar 2021


Dr. Nikolaus Ludes

Notar