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6-25-98

07-02-1998



100753585

FORM PTO-1594  
1-31-92

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or certified copy thereof.

1. Name of conveying Party(ies):  
Shinobusogyo Inc.  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation      Japanese  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and Address of receiving Party(ies):  
Name: Pola Kasei Kogyo Kabushiki Kaisha  
d/b/a Pola Chemical Industries Inc.  
Internal Address: \_\_\_\_\_  
Street Address: No. 6-48 Yayoi-cho  
City: Shizuoka, Japan  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation      Japanese  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes       No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes       No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other      Confirmatory Trademark Assignment

trademark registration numbers.  
Effective Date: January 2, 1998

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
1,746,444

Additional sheet attached?  Yes  No

5. Name and address of party to whom correspondence concerning this matter should be mailed:  
**Jacobson, Price, Holman & Stern**  
400 7th Street, N.W.  
Washington, DC 20004  
Tel. 202-638-6666  
Attorney Docket No. T-14175

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41). ..... \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account No.: 06-1358  
(Attach duplicate copy of this page if paying by deposit account).

DO NOT USE THIS SPACE

9. Statement and Signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*  
Simor L. Moskowitz      [Signature]      June 25, 1998  
Name of Person Signing      Signature      Date  
Total number of pages comprising cover sheet: 5

IPH&S 341-8/92

TRADE MARK  
REEL: 1747 FRAME 0006

07-02-1998 JMWKINS 00000039 1746444  
40.00  
01-FC-301

## **CONFIRMATORY TRADEMARK ASSIGNMENT**

THIS ASSIGNMENT is made by and between SHINOBUSOGYO, INC., a Japanese corporation (hereinafter referred to as "Assignor"), and POLA KASEI KOGYO KABUSHIKI KAISHA, d/b/a POLA CHEMICAL INDUSTRIES INC., a Japanese corporation, whose principal place of business is No. 6-48, Yayoi-cho, Shizuoka, Japan (hereinafter referred to as "Assignee").

WHEREAS, Assignor has adopted, used in the United States and is the owner of the trademark POLA AND DESIGN, and the United States registration therefor, No. 1,746,444 issued January 12, 1993 (hereinafter referred to as the "ASSIGNED TRADEMARK"); and

WHEREAS, on or about January 2, 1993, the Assignor did assign to the Assignee the ASSIGNED TRADEMARK and all of its right, title and interest thereto, including the goodwill of the business symbolized by the ASSIGNED TRADEMARK and pertaining thereto, but no formal assignment document in a form recordable in the U.S. Patent and Trademark Office was executed; and

WHEREAS, the parties hereby desire to reconfirm the prior assignment of the ASSIGNED TRADEMARK, and goodwill of Assignor associated therewith, in order to place formal title in the name of Assignee.

NOW, THEREFOR, for good and valuable consideration, previously paid by Assignee to Assignor, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer unto said Assignee, *nunc pro tunc*, as of January 2, 1993, all right, title and interest in and to the ASSIGNED TRADEMARK, together with the whole of the goodwill of the business symbolized by the ASSIGNED TRADEMARK, and pertaining thereto, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this

assignment and sale had not been made; together with all claims for damages by reason of past infringement of the ASSIGNED TRADEMARK, and with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

IN WITNESS WHEREOF, said Assignor has caused its name to be signed and its seal to be affixed, by its duly authorized officer, this 11th day of June, 1998.

SHINOBUSOGYO INC.

[S E A L]

By: T. Suzuki  
Tsuneshi Suzuki  
President