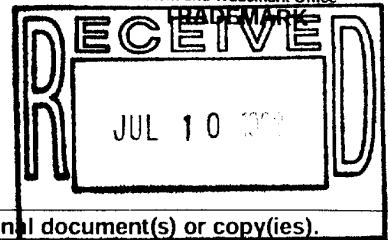


07-14-1998



100763234



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MED 7-10-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name DEXTER CHEMICAL CORPORATION

Execution Date
Month Day Year
6 2 98

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization NEW YORK

Receiving Party

Mark if additional names of receiving parties attached

Name DEXTER CHEMICAL L.L.C.

DBA/AKATA _____

Composed of _____

Address (line 1) 845 Edgewater Road

Address (line 2) _____

Address (line 3) Bronx

City

New York

State/Country

10474

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other Limited Liability Company

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization New York

07/13/1998
01 FC 481
02 FC 482

40.00 OP
575.00 OP

FOR OFFICE USE ONLY

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="825562"/>	<input type="text" value="434463"/>	<input type="text" value="828971"/>
<input type="text" value="811563"/>	<input type="text" value="434464"/>	<input type="text" value="825563"/>
<input type="text" value="819698"/>	<input type="text" value="783464"/>	<input type="text" value="819699"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

LEO GOLDBERG
Name of Person Signing

[Signature]
Signature

6-2-98
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="1007750"/>	<input type="text" value="797651"/>	<input type="text" value="633835"/>
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<input type="text" value="956021"/>	<input type="text" value="1641835"/>	<input type="text"/>
<input type="text" value="522103"/>	<input type="text" value="515722"/>	<input type="text"/>
<input type="text" value="695490"/>	<input type="text" value="956020"/>	<input type="text"/>

TRADEMARK

REEL: 1752 FRAME: 0451

**GENERAL INSTRUMENT OF
CONVEYANCE, TRANSFER AND ASSIGNMENT**

KNOW ALL MEN BY THESE PRESENTS, that **DEXTER CHEMICAL CORPORATION**, a New York corporation (the "Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred and delivered and by this instrument does hereby convey, transfer, assign and deliver unto **DEXTER CHEMICAL L.L.C.** (the "Purchaser"), its successors and assigns forever, all of Seller's right, title and interest, legal or equitable (as its interest shall appear), in and to Seller's intangible assets and property, including but not limited to those assets listed on the annexed Schedule 1(k) ("Assets"), as are used in Seller's business, to have and to hold all of the foregoing assets unto Purchaser and its successors and assigns forever.

Seller hereby constitutes and appoints Purchaser, and its successors and assigns, as Seller's true and lawful attorney with full power of substitution in Seller's name and stead, but on behalf of and for the benefit of Purchaser, its successors and assigns, to demand and receive any and all of the Assets set forth on Schedule 1(k) attached hereto and transferred hereunder and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in Seller's name, or otherwise, at the expense of Purchaser (subject to Purchaser's right to indemnification pursuant to the Asset Purchase Agreement) and for the benefit of Purchaser, its successors and assigns any and all proceedings at law, in equity or otherwise, which Purchaser, its successors or assigns, may deem proper for the collection or reduction to possession of any of the Assets set forth on Schedule 1(k) attached hereto and transferred hereunder or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred, assigned and

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delivered, or intended so to be, and to do all other acts and things in relation to the Assets set forth on Schedule 1(k) attached hereto and transferred hereunder which Purchaser, its successors or assigns shall deem desirable, Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by the Seller in any manner or for any reason whatsoever.

The terms, covenants and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed on its behalf by its duly authorized officer, authorized as of the 2 day of June, 1998.

DEXTER CHEMICAL CORPORATION

By: *[Signature]*
, Vice President

STATE OF NEW YORK)
)
) ss.:
COUNTY OF NEW YORK)

On this 2 day of June, 1998, before me personally came *Leo Galichy*, to me known, who, being duly sworn, did depose and say that deponent resides at _____; deponent is the Vice President of Dexter Chemical Corp., the corporation described in and which executed the foregoing instrument; and that deponent signed deponent's name by order of the Board of Directors of said corporation.

[Signature]
Notary Public

\\SERVER\SERVER_HDD.D\Ben's Files\SITVER\Dexter\Inst of Conveyance 1k - intangible
SONDRA ARONSON
Notary Public, State of New York
No. 30 4819171
Qualified in Nassau County
Commission Expires January 31, 1999

**DEXTER CHECMIAL CORP. to
DEXTER CHEMCIAL L.L.C.
*Schedule of Registered Trademarks***

	Trademark	Filing Date	Registration Date	Reg #
1)	AMPITOL	9/27/65	3/14/67	825,562
2)	ATOLENE	9/27/65	7/26/66	811,563
3)	BARISOL	7/8/65	12/6/66	819,696
4)	CLAVANOL	2/28/47	11/18/47	434,463
5)	CLAVODENE	2/28/47	11/18/47	434,464
6)	DEKOPAN	9/30/63	1/19/65	783,464
7)	DELVANOL	9/27/65	5/23/67	828,971
8)	DEXENE	9/27/65	3/14/67	825,563
9)	DEXOPAL	7/8/65	12/6/66	819,699
10)	DEXTRAFIX	3/4/74	4/1/75	1,007,750
11)	DEXTRAFLEX	3/4/74	4/1/75	1,007,749
12)	DEXTRASET	2/17/58	12/30/58	671,675
13)	DEXTRASOL	2/18/72	6/19/73	961,213
14)	DEXTRAPERSE	2/18/72	3/27/73	956,021
15)	DEXTROL	3/1/47	3/14/50	522,103
16)	DYPENOL	10/20/58	4/5/60	695,490
17)	KOPANEX	9/30/63	10/19/65	797,651
18)	LEKTROSTAT	6/29/53	4/27/54	589,140
19)	MAXITOL	2/28/47	12/2/47	434,734
20)	REXAN	2/25/71	4/30/74	982,752
21)	SOFTOL	7/2/90	4/23/91	1,641,835
22)	STRODEX	4/27/48	9/27/49	515,722
23)	TELKANOL	2/25/72	3/27/73	956,020
24)	TELL	10/18/55	9/4/56	633,835

MEISTER SEELIG & FEIN LLP

ATTORNEYS AT LAW

708 THIRD AVENUE, 24TH FLOOR

NEW YORK, NEW YORK 10017

TELEPHONE (212) 655-3500

FACSIMILE (212) 655-3535

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writer's direct dial
212-655-3557

OF COUNSEL

CHASSMAN YANG & SEELIG LLP
333 SOUTH GRAND AVENUE
33RD FLOOR
LOS ANGELES, CA 90071

SCOTT N. GELFAND
DON E. SECUNDA

July 6, 1998

CERTIFIED MAIL

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

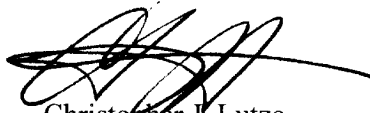
Re: *Assignment of Registered Trademarks
Dexter Chemical Corp. to Dexter Chemical LLC*

Dear Sir or Madam:

Enclosed please find a form PT-1618A, covering an assignment from Dexter Chemical Corp., to Dexter Chemical L.L.C., of twenty-four (24) registered trademarks. Also enclosed is our firm check in the amount of \$615.00 representing the recording fee for the twenty-four (24) marks.

Please accept this document for recording and direct all future correspondence and filing receipts to the attention of the undersigned. Thank you for your cooperation and should you have any questions please feel free to call.

Very truly yours,



Christopher J. Lutzo

CJL/mvm

Encl.

cc: Dexter Chemical LLC