

07-27-1998

U.S. Department of Commerce
Patent and Trademark Office



original documents or copy thereof.

100777525

1. Name of conveying party(ies):

Chemlease International, Inc.
2300 Corporate Blvd. NW
Boca Raton, Florida 33431

- Individual(s)
- General Partnership
- Corporation-State (Florida)
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 12, 1998

2. Name and address of receiving party(ies):

Name: Chem-Trend, Incorporated

Internal Address: _____

Street Address: 1445 West McPherson Park Drive

City: Howell State: MI ZIP: 48843

Country: _____

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Michigan

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

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

B. Trademark No.(s)

1,379,906
1,929,828

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 2000 Pennsylvania Avenue, NW

Suite 3900

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 2

7. Total fee (37 CFR 3.41): \$65.00

Enclosed (Check No. 532726)

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/24/1998 SMITH 00000003 1379906

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

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.

Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

July 20, 1998
Date

Total number of pages comprising cover sheet and document attachments: 5

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made this 12th day of June, 1998 by Chemlease International, Inc., a Florida corporation ("Assignor") in favor of Chem-Trend, Incorporated, a Michigan corporation ("Assignee").

WHEREAS, Assignor has entered into an Asset Purchase Agreement, dated as of June 12, 1998 (the "Agreement") between Assignor and Assignee, pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, certain Intellectual Property (as defined in Section 1.1 of the Agreement);

WHEREAS, Assignor is willing in connection with the Agreement to assign to Assignee all of Assignor's right, title and interest in and to all trademarks, service marks, trade names, U.S. trademark registrations and applications (including, without limitation, those listed on Schedule A attached hereto) and the goodwill of the business associated with the same (collectively, the "Trademarks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to said Trademarks in connection with the Agreement.

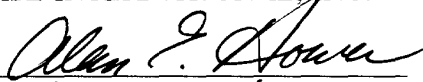
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Trademarks together with the goodwill of the business associated with the Trademarks (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale, assignment, transfer and setting over not been made.

Assignor hereby requests the Commissioner of Patents and Trademarks of the United States to record Assignee as the assignee of the Trademarks registered in the United States.

Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Trademark Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks in the United States and all other rights hereby conveyed.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date first above written.

CHEMLEASE INTERNATIONAL, INC.

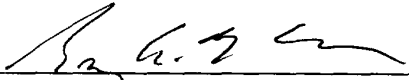
By: 
Name: ALAN E. HOWER
Title: PRESIDENT

State of Florida

BrowARD County

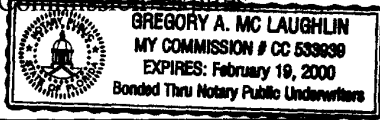
On this 12th day of June, 1998, before me, a Notary Public for said County and State, personally appeared Alan E. Hauer, who being by me duly sworn, said that he is President of Chemlease International, Inc., a Florida corporation, and that this Trademark Assignment was signed by him on behalf of said corporation by its authority duly given and acknowledged this Trademark Assignment to be the act and deed of said corporation.

WITNESS my hand and notarial seal.



Notary Public

My Commission Expires:



[SEAL]

Schedule A

U.S. Trademark Registrations

	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1.	Chemlease	1,379,906	January 28, 1986
2.	Waterlease	1,929,828	October 24, 1995

6255504.2

-4-

RECORDED: 07/21/1998

TRADEMARK
REEL: 1759 FRAME: 0656