

01-14-1999



Attorney Docket No.: 921-AFF

100877670

To the U.S. Patent and Trademark Office, Office of Public Records. Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>CRC Industries, Inc.</p> <p style="text-align: right; font-size: 2em; font-family: cursive;">MRD 1-14-99</p>	<p>2. Name and address of receiving party(ies):</p> <p>CRC Industries Holdings, Inc. 1105 North Market Street, Suite 1300 Wilmington, DE 19899</p> <p><input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association: <input type="checkbox"/> General Partnership: <input type="checkbox"/> Limited Partnership: <input checked="" type="checkbox"/> Corporation-State: Delaware <input type="checkbox"/> Other:</p> <p>If assignee is not domiciled in the U.S.A. a domestic representative designation is attached: <input type="checkbox"/> Yes; <input type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)</p>
<p>3. Nature of conveyance: 22</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: December 1, 1998</p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s):</p> <p>75/115,604 75/381,960 75/509,064</p> <p style="text-align: right; font-size: 2em; font-family: cursive;">TM</p> <p>B. Trademark Registration No.(s):</p> <p>See attached Schedule.</p>
<p>5. Name and address of party to whom correspondence document should be mailed:</p> <p>JORDAN A. LAVINE, ESQ. PANITCH SCHWARZE JACOBS & NADEL, P.C. 2005 Market Street - 22nd Floor Philadelphia, PA 19103-7086 Telephone: (215) 567-2020 Facsimile: (215) 567-2991 E-Mail: psjn@psjn.com</p>	
<p>6. Total number of applications and registrations involved: [47]</p> <p>7. Total fee (37 CFR 3.41) Cal. <u>1</u> x \$40.00 = \$ <u>40.00</u> <u>46</u> x \$25.00 = \$ <u>1,150.00</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>16-0235</u></p>	

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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.

Jordan A. LaVine
Name of Person Signing

Signature

January 13, 1999
Date

Total number of pages including cover sheet, attachments and document: [6]

Schedule of Registered Trademarks
(Attachment to Recordation Form Cover Sheet)

315,103	805,331	887,257	1,414,636
425,616	814,678	939,045	1,436,146
545,105	823,091	942,928	1,530,480
545,899	829,256	948,460	1,697,264
670,498	830,347	974,268	1,789,062
679,392	832,659	1,012,003	2,046,477
696,251	833,083	1,051,606	2,076,688
726,412	835,369	1,076,753	2,081,468
770,196	837,398	1,097,103	2,106,739
773,038	837,399	1,169,815	2,151,854
773,039	880,288	1,261,403	2,190,901

ASSIGNMENT

This confirms the Assignment effective the 1st day of December, 1998 by and between CRC Industries, Inc., a Pennsylvania corporation located and doing business at 885 Louis Drive, Warminster, Pennsylvania 18974-0586 (hereinafter "ASSIGNOR") and CRC Industries Holdings, Inc., a Delaware corporation located and doing business at 1105 North Market Street, Suite 1300, Wilmington, Delaware 19899 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR had adopted, used and was using the marked listed in the attached Schedule A and was the owner of all of such properties, registrations and applications therefor (all such properties are referred to herein as the "Marks") and all goodwill associated therewith;

WHEREAS, on the effective date hereof, ASSIGNEE did acquire the Marks and all goodwill associated therewith;

NOW, THEREFORE, ASSIGNOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, confirms that on the effective date hereof it did sell, assign, transfer and convey to ASSIGNEE all right, title and interest in the Marks, together with the goodwill of the business symbolized by the Marks to be held and enjoyed by ASSIGNEE, for ASSIGNEE's own use and behoof, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said Marks may be available as fully and entirely as the same would have been held by ASSIGNOR had this assignment and conveyance not been made.

ASSIGNOR represents and warrants that, on the effective date hereof, it owned the Marks free and clear of any adverse claim or encumbrance; and is not aware of rights of any third party which would prevent the assignment of the Marks or limit in any way ASSIGNEE's right to own or use the Marks.

IN WITNESS WHEREOF, ASSIGNOR, by its duly authorized representative,

has executed this Assignment.

CRC INDUSTRIES, INC.

BY: *[Signature]*
NAME: Scott Greig

TITLE: V.P. Finance, CFO + Secretary

STATE OF Pennsylvania
 :SS
COUNTY OF Bucks :

On this 01 day of December, 1998, before me appeared Scott Greig
 , the person who signed this instrument, who acknowledged that he/she signed
it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic
entity with authority to do so).

Nancy J. Laity
Notary Public

My commission expires:
July 24, 2000

NOTARIAL SEAL
NANCY J LAITY, NOTARY PUBLIC
WARMINSTER TWP, BUCKS CO., PA
MY COMMISSION EXPIRES JULY 24, 2000

TRADEMARKS**SCHEDULE A****TO ASSIGNMENT BY CRC INDUSTRIES, INC.**

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
CRC & Globe Design	832,659	07/25/67
CRC & Globe/Ellipse Design	823,091	01/24/67
CRC & Globe/Ellipse Design	835,369	09/19/67
LECTRA-MOTIVE	829,256	05/23/67
CRC 5-56 & Globe Design	830,347	06/13/67
CRC LECTRA-CLEAN & Design	833,083	08/01/67
CRC & Globe/Ellipse/Label Design	837,399	10/24/67
CRC & Globe Design	837,398	10/24/67
CRC	2,151,854	04/21/98
CRC	887,257	03/03/70
CRC	696,251	04/19/60
CRC SEAL COAT	726,412	01/16/62
5-56	770,196	05/26/64
2-26	773,038	07/14/64
3-36	773,039	07/14/64
CRC	814,678	09/06/66
CABLE CLEAN	939,045	07/25/72
BRAKLEEN	1,012,003	06/03/75
ZINC IT	974,268	12/04/73
STOR & LUBE	1,076,753	11/08/77
ENGINE STOR	1,097,103	07/25/78
PRO CLEAN !	1,261,403	12/20/83
SILOO (Stylized)	425,616	11/26/46
SILOO ICE-OFF & Design	545,105	07/17/51
SCREWLOOSE	670,498	12/02/58

SILOO ENGINKOOL & Design	880,288	11/11/69
SILOO	1,051,606	11/02/76
TYME	679,392	05/26/59
TYME & Design	805,331	03/08/66
CO	1,436,146	04/14/87
COMPLEX BLUE	1,530,480	03/21/89
ICE-OFF	1,697,264	06/30/92
CONTACT CLEANER 2000	1,789,062	08/24/93
POWER LUBE	2,076,688	07/08/97
STA-LUBE	545,899	07/31/51
STA-LUBE	948,460	12/12/72
STA-LUBE LOGO	315,103	07/17/34
MOLY-GRAPH	1,169,815	09/22/81
FIRST MATE	942,928	09/12/72
SIM-U-LEAD	1,414,636	10/28/86
SMOKE TEST	2,046,477	03/18/97
LEGAL 4 RACING	2,106,739	10/21/97
LECTRA CLEAN	2,081,468	07/22/97
HYDROFORCE	2,190,901	09/22/98

MARK

APPLICATION NO.

FILING DATE

POWER LUBE	115,604	06/07/96
HYDRO FORCE & Design	381,960	10/30/97
GUARANTEED TO PASS G2P & Design	509,064	6/25/98