

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

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09-28-1998



100839170

SHEET U.S. DEPARTMENT OF COMMERCE

Y

Patent and Trademark Office

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

9-8-98

1. Name of conveying party(ies):
Cargill, Incorporated

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

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

2. Name and address of receiving party(ies)

Name: Cargill Dow Polymers LLC

Internal Address: _____

Street Address: 2040 Building _____

City: Midland State: MI ZIP: 48674

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware limited liability company

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



No

09-08-1998

U.S. Patent & TMO/TM Mail Rcpt Dt. #67

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

A. Trademark Application No.(s)
75/C91408

B. Trademark Registration No.(s)
1899498 & 1973251

Additional numbers attached? Yes No

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

Name: Morgan L. Fitch, Jr., Esq.

Internal Address: _____

Street Address: FITCH, EVEN, TABIN & FLANNERY

135 South LaSalle Street, Suite 900

City: Chicago State: IL ZIP: 60603-4277

6. Total number of applications and registrations involved: 3

7. Total Fee (37 CFR 3.41) \$90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit Account No.

06-1135

09/25/1998 TTON11 00000105 1899498

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
50.00 OP

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.

Morgan L. Fitch, Jr.
Name of Person Signing

9/2/98

Date

Total number of pages including cover sheet, attachments, and document: 10

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made and entered into this 27th day of April, 1998, by and between Cargill, Incorporated, a Delaware corporation ("Cargill") and Cargill Dow Polymers LLC, a Delaware limited liability company ("LLC").

WHEREAS, Cargill; The Dow Chemical Company, a corporation organized and existing under the laws of the State of Delaware ("Dow"); CD Polymers Inc., a corporation organized and existing under the laws of the State of Delaware ("CD") and Cargill PLA, Inc., a corporation organized and existing under the laws of the State of Delaware ("CPLA") are parties to a Formation Agreement dated November 24, 1997 (the "Formation Agreement") pursuant to which Cargill, Dow, CD, CPLA and LLC set forth their respective rights and obligations with respect to operating and maintaining the Venture (as defined therein);

WHEREAS, pursuant to the Formation Agreement, Cargill agreed to license certain trademarks to LLC, and as set forth in the agreement Cargill and LLC executed a Trademark License Agreement dated November 24, 1997 (the "Trademark License Agreement") ;

WHEREAS, Cargill has adopted, used and is using the trademarks listed in the Trademark License Agreement and is the owner of the registrations listed in the Trademark License Agreement; and

WHEREAS, LLC is desirous of acquiring the trademarks listed in the Trademark License Agreement.

NOW, THEREFORE, the parties hereto agree as follows

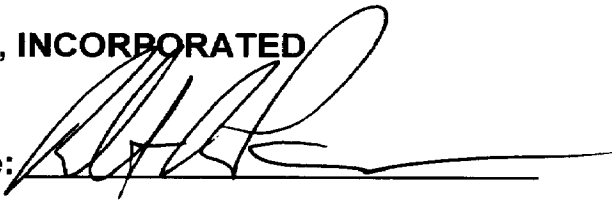
1. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Cargill does hereby assign to LLC all rights, title and interest in and to said trademarks and the registrations and pending applications for registration thereof in the United States and other countries identified in Exhibit A, attached hereto, together with the goodwill of the business symbolized by said trademarks.

2. Cargill and LLC do hereby mutually terminate the Trademark License Agreement, effective the day and year first written above.

3. Cargill shall, from time to time at LLC's cost and reasonable request, prepare, execute and deliver, or cause to be prepared, executed and delivered, such further instruments of conveyance, assignment and transfer or other such documents, and perform such further acts and obtain further consents, approvals and authorizations, as LLC may reasonable require to fully effect the conveyance and transfer to LLC or, or perfect LLC's right, title and interest in, all of the assigned trademarks.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed on the day and year first written above.

CARGILL, INCORPORATED

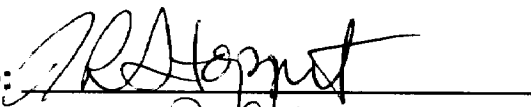
Signature: 

Name: Robert R. Parmelee

Title: Senior Vice President

North American Corn Milling Division

CARGILL DOW POLYMERS, LLC

Signature: 

Name: James R Stopper

Title: President

EXHIBIT A

EcoPLA



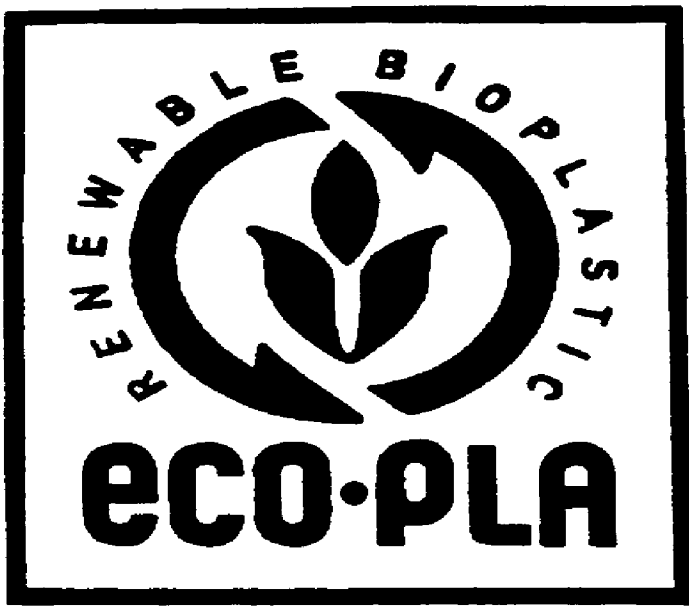
Pantone® green 3268 C for
the outer circle and
Pantone teal 3145 C for
the design within the
circle.



Pantone® teal 3145 C for
the entire Trademark



Black for the entire
Trademark



Cargill, Incorporated Law Department
REGISTERED Trademarks

3/17/98 8:37:53 AM

Mark	Country	Status	Serial #	Reg #	Aff Due	Expires	Goods
EcoPla & Design	Canada	Registered	750998	482963		9/25/2012	plastic resins for use in manufactured articles
EcoPla Design	Korea	Registered	96-15373	375468		9/23/2007	renewable biopolymer (national class 10)
EcoPla Design	Norway	Registered	964609	182527		6/5/2007	unprocessed plastics, unprocessed artificial resins, artificial resins, semi-finished products, semi-processed plastic substances
EcoPla	Switzerland	Registered	5532/1996	440119		7/29/2006	unprocessed plastics, unprocessed artificial resins, artificial resins, semi-finished products, semi-processed plastic substances
EcoPla Design	Switzerland	Registered	5533/1996	440383		7/29/2006	unprocessed plastics, unprocessed artificial resins, artificial resins, semi-finished products, semi-processed plastic substances
EcoPla	United States	Registered	74420235	1899498	6/13/2001	6/13/2005	plastic resins for use in manufactured articles
EcoPla & Design	United States	Registered	74466915	7973251	5/7/2002	5/7/2006	Plastic resins for use in manufactured articles.
EcoPla	Mexico	Registered	190521	459731		5/9/1994	plastic resins for use in manufacturing articles
EcoPla & Design	Mexico	Registered	190522	469648		8/15/1994	plastic resins for use in manufactured articles
EcoPla Design	Mexico	Registered	260362	526137		7/16/1996	renewable biopolymer

Cargill, Incorporated Law Department

PENDING Trademarks

3/17/98 8:52:21 AM

Mark	Country	Status	Serial #	Reg #	Aff Due	Expires	Goods
EcoPla	Australia	Pending	743695				Plastic resins for use in manufactured articles.
EcoPla & Design	Australia	Pending	743696				Plastic resins for use in manufactured articles.
EcoPla Design	Australia	Pending	743697				Plastic resins for use in manufactured articles.
EcoPla	Canada	Pending	751002				plastic resins for use in manufactured articles
EcoPla Design	Canada	Pending	866554				plastic resins for use in manufactured articles
EcoPla Design	China	Pending	970050701				unprocessed plastics, unprocessed artificial or synthetic resins
EcoPla Design	China	Pending	9700507002				semi-processed artificial resins, semi-processed natural resins, raw rubbers and synthetic rubbers
EcoPla Design	China	Pending				8/13/2006	unprocessed natural resins
EcoPla	ECTM	Pending	338863				unprocessed plastics, unprocessed artificial resins, artificial resins, semi-finished products, semi-processed plastic substances
EcoPla Design	ECTM	Pending	337964			8/13/2006	unprocessed plastics, unprocessed artificial resins, artificial resins, semi-finished products, semi-processed plastic substances
EcoPla	Japan	Pending	49435/1996				renewable biopolymers, unprocessed plastics
EcoPla	Japan	Pending					chemicals

Mark	Country	Status	Serial #	Reg #	Aff Due	Expires	Goods
EcoPla Design	Japan	Pending	40646/1996				chemicals, adhesives (not for stationary or household purposes), renewable polymer made from lactic acid derived from agricultural crops such as corn and sugar beets, other processed plastics
EcoPla	New Zealand	Pending	282633				Plastic resins for use in manufactured articles.
EcoPla & Design	New Zealand	Pending	282634				Plastic resins for use in manufactured articles.
EcoPla Design	New Zealand	Pending	282632				Plastic resins for use in manufactured articles.
EcoPla	Norway	Pending	964608				unprocessed plastics, unprocessed artificial resins, artificial resins, semi-finished products, semi-processed plastic substances
EcoPla Design	United States	Pending	75091408				Plastic resins for use in manufactured articles.
EcoPla	Costa Rica	Pending	141				plastic resins for use in manufactured articles
EcoPla Design	Costa Rica	Pending	142				plastic resins for use in manufactured articles

FITCH, EVEN, TABIN & FLANNERY

ATTORNEYS AND COUNSELLORS AT LAW

Established in 1859

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*NOT ADMITTED TO ILLINOIS BAR

IN AFFILIATION WITH
SPENCER & FRANK
WASHINGTON, D.C.

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September 2, 1998

Hon. Commissioner of Patents
and Trademarks
Washington, D.C. 20231
Box Trademark Assignment

Re: Recording of Trademark Assignment
Our File: 9916-51938

Sir:

Please record the enclosed Trademark Assignment from Cargill, Incorporated, a corporation of Delaware to Cargill Dow Polymers LLC, a Delaware limited liability company, covering the following trademark Application and Registrations:

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>APPLICATION DATE</u>
ECOPLA Design	75/091408	April 19, 1996
<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
ECOPLA	1899498	June 13, 1995
ECOPLA & Design	1973251	May 5, 1996

Enclosed is our check in the amount of \$90.00 to cover the Recording Fee. The Commissioner is hereby authorized to charge any additional fees which may be required in this assignment during its entire pendency, or credit any overpayment, to Deposit Account No. 06-1135. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 06-1135.

Please return the Trademark Assignment to us as soon as it has been recorded.

Respectfully submitted,
FITCH, EVEN, TABIN & FLANNERY


Morgan L. Fitch, Jr.

MLF:mbs
enclosures

RECORDED: 09/08/1998

TRADEMARK
REEL: 1791 FRAME: 0542