

10-22-1998



100857980

COVER SHEET  
ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings     ▼

To the Honorable Commission

Send the attached original documents or copy thereof.

1. Name of conveying party(ies):

Freedom Chemical Company

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

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

2. Name and address of receiving party(ies)

Name: FCC Acquisition Corp.

Internal Address: \_\_\_\_\_

Street Address: 4020 Kinross Lakes Parkway

City: Richfield State: OH ZIP: 44286

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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 22
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 16, 1998

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

A. Trademark Application No.(s)

10/21/1998 SDURMS 00000005 071625 991158  
01 FC:481 40.00 CH

B. Trademark Registration No.(s)

(See Attached)

Additional numbers attached?  Yes  No

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

Name: George W. Moxon II

Internal Address: \_\_\_\_\_

Street Address: 9921 Brecksville Road

City: Brecksville State: Ohio ZIP: 44141-3289

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

07-1625

(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.

George W. Moxon II  
Name of Person Signing

George W. Moxon II  
Signature

10/9/98  
Date

Total number of pages including cover sheet, attachments, and document: 3

Schedule A  
to  
Release and Reassignment  
dated as of March \_\_\_\_, 1998

Trademarks

Registration No. 991,158 of August 20, 1974 covering the trademark "RW RESULTS THRU RESEARCH..."

Trademark License Agreements

1. Manufacturing License Agreement with Dell Tech Laboratories, Ltd. dated March \_\_\_\_, 1990 and Amendment dated July 4, 1991
2. Agreement with Productos Jose Ma. Pujadas, S.A. dated September 26, 1989 and Amendment dated May 18, 1992
3. Agreement with Indofil Chemicals Company dated April 14, 1989
4. Agreement with Akiril Kimya Sanayi Ve Ticaret A.S. dated July 17, 1991 and Amendment dated August 1, 1991
5. Agreement with Cailien Enterprise Company, Ltd. dated March 6, 1990
6. Agreement with Abrasive Developments Limited dated April 30, 1990

RELEASE AND REASSIGNMENT  
OF  
TRADEMARKS and TRADEMARK LICENSE AGREEMENTS  
AS SECURITY

WHEREAS, FCC Acquisition Corp., a Delaware corporation (the "Company"), owns the trademarks and trademark license agreements described in the attached Schedule A (the "Marks") for which there are recordings in the United States Patent and Trademark Office under the numbers set forth in the attached Schedule A; and


WHEREAS, pursuant to that certain Trademark Security Agreement dated as of December 1, 1994 (the "Agreement") the Company granted a security interest in, among other things, the Marks to secure the payment and performance by the Company of certain of its obligations; and

WHEREAS, the Agreement was recorded in the Assignment Branch, United States Patent and Trademark Office on December 13, 1994 located on Reel 1263, Frame 211-225.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Freedom Chemical Company does hereby terminate its security interest in, and reassign and reconvey to the Company, the Marks and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Company's business connected with and symbolized by the Marks, (e) all of the Company's rights corresponding thereto throughout the world and (f) rights under and interest in any trademark license agreements and service mark license agreements with any party, whether the Company is a licensee or licensor under any such license agreement and the right to prepare for sale and sell any and all inventory owned by the Company and covered by such licenses, all to the extent permitted by and subject to the terms contained in any such written license agreement.

Dated: March 16, 1998

FREEDOM CHEMICAL COMPANY

By   
Name A.C. SCHOEN  
Title ASST. SECRETARY