

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



ILY

100927643

To the Honorable Commissioner of Pat.

Attached original documents or copy thereof

1. Name of conveying party(ies): Sequa Chemicals, Inc.

2. Name and address of receiving party(ies)

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

Name: GenCorp Inc.
 Internal Address: _____
 Street Address: 175 Ghent Road
 City: Fairlawn State: OH ZIP: 44333-3300

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

3. Nature of conveyance:

12-17-98

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

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

Execution Date: October 29, 1998

4. Application number(s) or registration 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):

75/445396

B. Trademark Registration No.(s):

See the attached.

Additional numbers attached? Yes No

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

Name: GenCorp Inc.
 Internal Address: Robert F. Rywalski
 Street Address: 175 Ghent Road
 City: Fairlawn State: OH ZIP: 44333-3300

6. Total number of applications and registrations involved 63

7. Total fee (37 CFR 3.41) \$1,590.00

- Enclosed
- Authorized to be charged to deposit account.

8. Deposit account number

07-1045

(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.

Frank C. Rote

Name of Person Signing
Registration No. 20,395

Frank C. Rote

Signature

12-14-98

Date

Total number of pages including cover sheet, attachments, and documents: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1825 FRAME: 0421

CONTINUATION OF ITEM 4

REGISTRATIONS

| | | |
|---------|---------|---------|
| 387356 | 1759329 | 384521 |
| 1068808 | 707070 | 2018460 |
| 405818 | 707076 | 707955 |
| 363647 | 707071 | 716680 |
| 720525 | 729931 | 759842 |
| 729930 | 1514214 | 862232 |
| 1061964 | 1895768 | 2054217 |
| 1749160 | 1714830 | 1594787 |
| 1714829 | 1518601 | |
| 1590395 | 1823516 | 1512242 |
| 1800355 | 1509715 | 1955364 |
| 1594794 | 2082533 | 1510567 |
| 1070476 | 1183360 | 1267517 |
| 1246705 | 813254 | 843933 |
| 846578 | 1120795 | 902439 |
| 900544 | 900543 | 2005127 |
| 307769 | 707074 | 442773 |
| 707072 | 707073 | 813273 |
| 379421 | 377641 | 510764 |
| 707075 | 709198 | 727136 |
| 707660 | 388669 | 379422 |

ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS

THIS ASSIGNMENT (the "Assignment") is made this 29th day of October 1998 by SEQUA CHEMICALS, INC., a Delaware corporation ("Assignor"), in favor of GENCORP INC., an Ohio corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of the registered and pending trademarks listed on Exhibit A attached hereto (collectively, the "Trademarks"); and

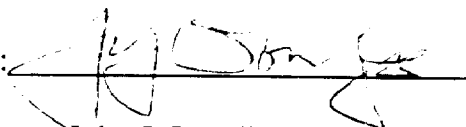
WHEREAS, pursuant to an Asset and Share Purchase Agreement dated October 29, 1998 (the "Asset Agreement"), between Assignor and Assignee, Assignor has agreed to sell, convey, transfer, assign and deliver the Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, convey, transfer and assign Assignee the Trademarks and all of Assignor's right, title and interest in and to the Trademarks, including, without limitation, (i) the goodwill of the business symbolized by the Trademarks and (ii) all rights to sue and recover damages for any and all past infringements thereof, all of the same to be held and enjoyed by Assignee for its own use and for the use of its successors or assigns as fully and entirely as the same would have been enjoyed by Assignor if assignment thereof had not been made.

This Assignment is given pursuant to the Asset Agreement and is subject to the terms thereof and shall not be construed to limit, alter, impair, enhance or enlarge the rights and obligations of Grantee and Grantor under the Asset Agreement and is given solely for purposes of separately evidencing the transactions contemplated thereby.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

SEQUA CHEMICALS, INC.

By: 
Name: John J. Dowling III

Title: Vice President

EXHIBIT A

United States and Foreign Trademarks

| <u>Trademark</u> | <u>Country</u> | <u>Registration/ Serial No.</u> | <u>Registration/ Filing Date</u> |
|---------------------|----------------|-------------------------------------|--------------------------------------|
| <u>ANTILUSTROLE</u> | <u>U.S.A.</u> | <u>387356</u> | <u>5/13/41</u> |
| <u>FLEXAMIDE</u> | <u>U.S.A.</u> | <u>1759329</u> | <u>3/23/93</u> |
| <u>FORMASET</u> | <u>U.S.A.</u> | <u>384521</u> | <u>1/21/41</u> |
| <u>IMPREGNOLE</u> | <u>U.S.A.</u> | <u>1068808</u> | <u>7/5/77</u> |
| <u>IMPREGNOLE</u> | <u>U.S.A.</u> | <u>707070</u> | <u>11/15/60</u> |
| <u>IMPREGNOLE</u> | <u>Canada</u> | <u>3/1303</u> | <u>6/27/33</u> |
| <u>IMPREGNOLE</u> | <u>Mexico</u> | <u>529925</u> | <u>8/29/96</u> |
| <u>MYKON</u> | <u>U.S.A.</u> | <u>2081460</u> | <u>7/22/97</u> |
| <u>MYKON</u> | <u>Canada</u> | <u>820650</u> | <u>8/14/96</u> |
| <u>MYKON</u> | <u>Mexico</u> | <u>269491</u> | <u>7/29/96</u> |
| <u>NORANE</u> | <u>U.S.A.</u> | <u>405818</u> | <u>2/22/44</u> |
| <u>NORANE</u> | <u>U.S.A.</u> | <u>707076</u> | <u>11/15/60</u> |
| <u>NORANE</u> | <u>U.S.A.</u> | <u>707956</u> | <u>12/6/60</u> |
| <u>NORANE</u> | <u>Belgium</u> | <u>90596</u> | <u>10/6/60</u> |
| <u>NORANE</u> | <u>Canada</u> | <u>39016</u> | <u>2/12/51</u> |

Handwritten mark or signature at the top left of the page.

| <u>Trademark</u> | <u>Country</u> | <u>Registration/ Serial No.</u> | <u>Registration/ Filing Date</u> |
|-------------------|---------------------------|-------------------------------------|--------------------------------------|
| <u>NORANE</u> | <u>CTM</u> | <u>280719</u> | <u>6/13/96</u> |
| <u>NORANE</u> | <u>France</u> | <u>1320751</u> | <u>8/22/85</u> |
| <u>NORANE</u> | <u>Mexico</u> | <u>529926</u> | <u>8/29/96</u> |
| <u>PERMAFRESH</u> | <u>U.S.A.</u> | <u>363647</u> | <u>1/3/39</u> |
| <u>PERMAFRESH</u> | <u>U.S.A.</u> | <u>707071</u> | <u>11/15/60</u> |
| <u>PERMAFRESH</u> | <u>U.S.A.</u> | <u>716680</u> | <u>6/13/61</u> |
| <u>PERMAFRESH</u> | <u>U.S.A.</u> | <u>720525</u> | <u>8/29/61</u> |
| <u>PERMAFRESH</u> | <u>U.S.A.</u> | <u>729931</u> | <u>4/17/62</u> |
| <u>PERMAFRESH</u> | <u>U.S.A.</u> | <u>759842</u> | <u>11/12/63</u> |
| <u>PERMAFRESH</u> | <u>Brazil</u> | <u>123210720070</u> | <u>3/25/80</u> |
| <u>PERMAFRESH</u> | <u>Canada</u> | <u>820646</u> | <u>8/14/96</u> |
| <u>PERMAFRESH</u> | <u>China</u> | <u>836152</u> | <u>5/7/96</u> |
| <u>PERMAFRESH</u> | <u>CTM</u> | <u>280826</u> | <u>6/13/96</u> |
| <u>PERMAFRESH</u> | <u>Hong Kong</u> | <u>2605</u> | <u>8/10/94</u> |
| <u>PERMAFRESH</u> | <u>Macao</u> | <u>14078</u> | <u>8/10/95</u> |
| <u>PERMAFRESH</u> | <u>Mexico</u> | <u>529928</u> | <u>8/29/96</u> |
| <u>PERMAFRESH</u> | <u>United Kingdom</u> | <u>789334</u> | <u>4/8/59</u> |

| <u>Trademark</u> | <u>Country</u> | <u>Registration/ Serial No.</u> | <u>Registration/ Filing Date</u> |
|---------------------------------|--------------------|-------------------------------------|--------------------------------------|
| <u>PERMAFRESH</u> <u>500</u> | <u>U.S.A.</u> | <u>729930</u> | <u>4/17/62</u> |
| <u>PERMALOFT</u> | <u>U.S.A.</u> | <u>1514214</u> | <u>11/29/88</u> |
| <u>PRYM</u> | <u>U.S.A.</u> | <u>862232</u> | <u>12/24/68</u> |
| <u>PRYM</u> | <u>U.S.A.</u> | <u>1061964</u> | <u>3/29/77</u> |
| <u>PRYM</u> | <u>Belgium</u> | <u>90597</u> | <u>10/6/60</u> |
| <u>PRYM</u> | <u>Canada</u> | <u>820219</u> | <u>8/9/96</u> |
| <u>PRYM</u> | <u>Mexico</u> | <u>529927</u> | <u>8/29/96</u> |
| <u>PRYM - NO IRON</u> | <u>Belgium</u> | <u>90598</u> | <u>10/6/60</u> |
| <u>REACTOPAQUE</u> | <u>U.S.A.</u> | <u>1895768</u> | <u>5/30/95</u> |
| <u>REACTOPAQUE</u> | <u>Canada</u> | <u>815638</u> | <u>6/5/97</u> |
| <u>REACTOPAQUE</u> | <u>CTM</u> | <u>280750</u> | <u>6/13/96</u> |
| <u>REACTOPAQUE</u> | <u>Indonesia</u> | <u>D96 16580</u> | <u>8/6/96</u> |
| <u>REACTOPAQUE</u> | <u>Japan</u> | <u>4079579</u> | <u>11/7/97</u> |
| <u>REACTOPAQUE</u> | <u>Mexico</u> | <u>529924</u> | <u>8/29/96</u> |
| <u>REACTOPAQUE</u> | <u>Philippines</u> | <u>110994</u> | <u>8/29/96</u> |
| <u>SECOAT</u> | <u>U.S.A.</u> | <u>2054217</u> | <u>4/22/97</u> |
| <u>SECRYL</u> | <u>U.S.A.</u> | <u>1749160</u> | <u>1/26/93</u> |
| <u>SECRYL</u> | <u>CTM</u> | <u>280669</u> | <u>6/13/96</u> |

| <u>Trademark</u> | <u>Country</u> | <u>Registration/ Serial No.</u> | <u>Registration/ Filing Date</u> |
|--|----------------|-------------------------------------|--------------------------------------|
| <u>SEDGELEV 1409</u> <u>[Abandoned as</u> <u>of 9/15/98]</u> | <u>U.S.A.</u> | <u>1714830</u> | <u>9/15/92</u> |
| <u>SEDGEMUL 80</u> | <u>U.S.A.</u> | <u>1594787</u> | <u>5/8/90</u> |
| <u>SEDGESOFT 700</u> <u>[Abandoned as</u> <u>of 9/15/98]</u> | <u>U.S.A.</u> | <u>1714829</u> | <u>9/15/92</u> |
| <u>SEQUABOND</u> | <u>U.S.A.</u> | <u>1518601</u> | <u>1/3/89</u> |
| <u>SEQUABOND</u> | <u>U.S.A.</u> | <u>1590395</u> | <u>4/10/90</u> |
| <u>SEQUABOND</u> | <u>Canada</u> | <u>815637</u> | <u>6/18/96</u> |
| <u>SEQUABOND</u> | <u>CTM</u> | <u>280636</u> | <u>6/13/96</u> |
| <u>SEQUABOND</u> | <u>Mexico</u> | <u>269495</u> | <u>7/29/96</u> |
| <u>SEQUAFLOW</u> | <u>U.S.A.</u> | <u>1823516</u> | <u>2/22/94</u> |
| <u>SEQUALINK</u> | <u>U.S.A.</u> | <u>1512242</u> | <u>11/15/88</u> |
| <u>SEQUALINK</u> | <u>U.S.A.</u> | <u>1800355</u> | <u>10/26/93</u> |
| <u>SEQUALINK</u> | <u>Canada</u> | <u>815636</u> | <u>6/18/96</u> |
| <u>SEQUALINK</u> | <u>CTM</u> | <u>280768</u> | <u>6/13/96</u> |
| <u>SEQUALINK</u> | <u>Mexico</u> | <u>269474</u> | <u>7/29/96</u> |
| <u>SEQUAPEL</u> | <u>U.S.A.</u> | <u>1509715</u> | <u>10/25/88</u> |
| <u>SEQUAPEL</u> | <u>Canada</u> | <u>815635</u> | <u>6/18/96</u> |

W. J. J.

| <u>Trademark</u> | <u>Country</u> | <u>Registration/ Serial No.</u> | <u>Registration/ Filing Date</u> |
|-------------------|------------------|-------------------------------------|--------------------------------------|
| <u>SEQUAPEL</u> | <u>CTM</u> | <u>291864</u> | <u>6/13/96</u> |
| <u>SEQUAPEL</u> | <u>Mexico</u> | <u>269497</u> | <u>7/29/96</u> |
| <u>SEQUAREZ</u> | <u>U.S.A.</u> | <u>1955364</u> | <u>2/6/96</u> |
| <u>SEQUAREZ</u> | <u>CTM</u> | <u>280578</u> | <u>6/13/96</u> |
| <u>SEQUASOFT</u> | <u>U.S.A.</u> | <u>1594794</u> | <u>5/8/90</u> |
| <u>SEQUASOFT</u> | <u>Canada</u> | <u>820220</u> | <u>8/9/96</u> |
| <u>SEQUASOFT</u> | <u>Mexico</u> | <u>269496</u> | <u>7/29/96</u> |
| <u>SEQUA-TONE</u> | <u>U.S.A.</u> | <u>75/445396</u> | <u>3/8/98</u> |
| <u>SEQUAWET</u> | <u>U.S.A.</u> | <u>2082533</u> | <u>7/22/97</u> |
| <u>SEQUEX</u> | <u>U.S.A.</u> | <u>1510567</u> | <u>11/1/88</u> |
| <u>SULFANOLE</u> | <u>U.S.A.</u> | <u>1070476</u> | <u>8/2/77</u> |
| <u>SUNAIID</u> | <u>U.S.A.</u> | <u>1183360</u> | <u>12/29/81</u> |
| <u>SUNBOND</u> | <u>U.S.A.</u> | <u>1267517</u> | <u>2/21/84</u> |
| <u>SUNCRYL</u> | <u>U.S.A.</u> | <u>1246705</u> | <u>8/2/83</u> |
| <u>SUNCRYL</u> | <u>CTM</u> | <u>280586</u> | <u>6/13/96</u> |
| <u>SUNKEM</u> | <u>U.S.A.</u> | <u>813254</u> | <u>8/23/66</u> |
| <u>SUNKEM</u> | <u>U.S.A.</u> | <u>843933</u> | <u>2/13/68</u> |
| <u>SUNKEM</u> | <u>U.S.A.</u> | <u>846578</u> | <u>3/26/68</u> |
| <u>SUNKEM</u> | <u>Argentina</u> | <u>1020895</u> | <u>8/13/76</u> |

| <u>Trademark</u> | <u>Country</u> | <u>Registration/ Serial No.</u> | <u>Registration/ Filing Date</u> |
|-------------------|---------------------------|-------------------------------------|--------------------------------------|
| <u>SUNKEM</u> | <u>Belgium</u> | <u>105790</u> | <u>8/6/65</u> |
| <u>SUNKEM</u> | <u>Brazil</u> | <u>730220761</u> | <u>2/8/83</u> |
| <u>SUNKEM</u> | <u>CTM</u> | <u>291724</u> | <u>6/13/96</u> |
| <u>SUNKEM</u> | <u>United Kingdom</u> | <u>854526</u> | <u>9/25/63</u> |
| <u>SUNKEM</u> | <u>Japan</u> | <u>1672658</u> | <u>3/22/84</u> |
| <u>SUNKEM</u> | <u>Taiwan</u> | <u>116867</u> | <u>9/1/79</u> |
| <u>SUNKOTE</u> | <u>U.S.A.</u> | <u>1120795</u> | <u>6/26/79</u> |
| <u>SUNKOTE</u> | <u>Canada</u> | <u>379858</u> | <u>2/15/91</u> |
| <u>SUNPRO</u> | <u>U.S.A.</u> | <u>902439</u> | <u>11/17/70</u> |
| <u>SUNREZ</u> | <u>U.S.A.</u> | <u>900544</u> | <u>10/13/70</u> |
| <u>SUNREZ</u> | <u>CTM</u> | <u>280503</u> | <u>6/13/96</u> |
| <u>SUNSIZE</u> | <u>U.S.A.</u> | <u>900543</u> | <u>10/13/70</u> |
| <u>SUNSIZE</u> | <u>CTM</u> | <u>280800</u> | <u>6/13/96</u> |
| <u>UNIQ-PRINT</u> | <u>U.S.A.</u> | <u>2005127</u> | <u>10/1/96</u> |
| <u>UNIQ-PRINT</u> | <u>CTM</u> | <u>280792</u> | <u>6/13/96</u> |
| <u>WARCO</u> | <u>U.S.A.</u> | <u>307769</u> | <u>10/31/33</u> |
| <u>WARCO</u> | <u>U.S.A.</u> | <u>707074</u> | <u>11/15/60</u> |
| <u>WARCO</u> | <u>Belgium</u> | <u>90595</u> | <u>10/6/60</u> |

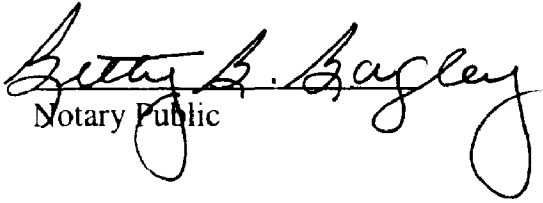
A 717

| <u>Trademark</u> | <u>Country</u> | <u>Registration/ Serial No.</u> | <u>Registration/ Filing Date</u> |
|------------------|----------------|-------------------------------------|--------------------------------------|
| <u>WARCOFIX</u> | <u>U.S.A.</u> | <u>442778</u> | <u>5/31/49</u> |
| <u>WARCOFIX</u> | <u>U.S.A.</u> | <u>707072</u> | <u>11/15/60</u> |
| <u>WARCOFIX</u> | <u>U.S.A.</u> | <u>707073</u> | <u>11/15/60</u> |
| <u>WARCOFLEX</u> | <u>U.S.A.</u> | <u>813278</u> | <u>8/23/66</u> |
| <u>WARCOLUBE</u> | <u>Belgium</u> | <u>90594</u> | <u>10/6/60</u> |
| <u>WARCOLUX</u> | <u>U.S.A.</u> | <u>379421</u> | <u>7/9/40</u> |
| <u>WARCONYL</u> | <u>U.S.A.</u> | <u>377641</u> | <u>5/7/40</u> |
| <u>WARCONYL</u> | <u>U.S.A.</u> | <u>510764</u> | <u>6/7/49</u> |
| <u>WARCOPEL</u> | <u>U.S.A.</u> | <u>707075</u> | <u>11/15/60</u> |
| <u>WARCOSET</u> | <u>U.S.A.</u> | <u>709198</u> | <u>1/3/61</u> |
| <u>WARCOSET</u> | <u>U.S.A.</u> | <u>727136</u> | <u>2/6/62</u> |
| <u>WARCOSINE</u> | <u>U.S.A.</u> | <u>707660</u> | <u>11/29/60</u> |
| <u>WARCOSOL</u> | <u>U.S.A.</u> | <u>388669</u> | <u>7/1/41</u> |
| <u>WARCOTEX</u> | <u>U.S.A.</u> | <u>379422</u> | <u>7/9/40</u> |

STATE OF SOUTH CAROLINA)
) SS:
COUNTY OF CHESTER)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named SEQUA CHEMICALS, INC., a Delaware corporation, by John J. Dowling III, its Vice President, who proved to me on the basis of satisfactory evidence to be the person who acknowledged that he did sign the foregoing Assignment of Trademarks on behalf of said SEQUA CHEMICALS, INC., and that the same is the free act and deed of said corporation and his free act and personally and as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Chester, South Carolina, this 29th day of October, 1998.


Notary Public

