



REC
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05-28-1999

Docket No.: D

05-06-1999



ISP

U.S. Patent & TMO/TM Mail Rcpt Dt. #10

101049839

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

1. Name of conveying party(ies):

ISP INVESTMENTS INC.,

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

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: April 2, 1999

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

Name: ENGELHARD CORPORATION

Internal Address: LEGAL/PATENT DEPT.

Street Address: 101 WOOD AVENUE., BOX 770

City: ISELIN State: NJ ZIP: 08830

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

889,578	1,039,029	932,773
935,216	1,175,558	
935,212	1,072,485	

Additional numbers Yes No

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

Name: Stephen J. Miller, Chief Patent Counsel

Internal Address: Engelhard Corporation

Street Address: 101 Wood Avenue

City: Iselin State: NJ ZIP: 08830

6. Total number of applications and registrations involved:.....

7

7. Total fee (37 CFR 3.41):.....\$ \$210.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

05-1070

DO NOT USE THIS SPACE

05/27/1999 VBROWN 00000060 051070 889578

01 FC:481 40.00 CH
02 FC:782 150.00 CH

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.

Louise G. Venezia

Name of Person Signing

Louise G. Venezia
Signature

May 3, 1999

Date

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

REEL: 001903 FRAME: 0787

SCHEDULE A**ISP TRADEMARKS****FOREIGN TRADEMARKS**

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
Bi-Lite	France	1531486	May 17, 1989
Bi-Lite	W. Germany	999899	June 12, 1989
Chroma-Lite	France	1531487	May 17, 1989
Chroma-Lite	W. Germany	999835	June 12, 1989
Pearl-Glo	France	1531488	May 17, 1989
Pearl-Glo	W. Germany	1000640	June 12, 1989

UNITED STATES TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Bi-Lite	889,578	April 21, 1970
Chroma-Lite	935,216	June 6, 1972
Lustra-Pearl	1,072,485	September 6, 1977
Pearl-Glo	932,773	April 25, 1972
Spectra-Pearl	1,039,029	May 11, 1976
Ultralite	1,175,558	October 27, 1981
Ultrapress	935,212	June 6, 1972

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is effective as of April 2, 1999 between ISP Investments Inc., a Delaware corporation ("Assignor"), and Engelhard Corporation, a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, Assignor is the owner or licensee of certain Intellectual Property as that term is defined in the Asset Purchase Agreement, dated as of April 2, 1999, among International Specialty Products Inc., ISP Van Dyk Inc., ISP Investments Inc., ISP Technologies Inc. and Engelhard Corporation (hereinafter the "Asset Purchase Agreement");

WHEREAS, Assignor desires to assign such Intellectual Property to Assignee as provided in said Asset Purchase Agreement; and

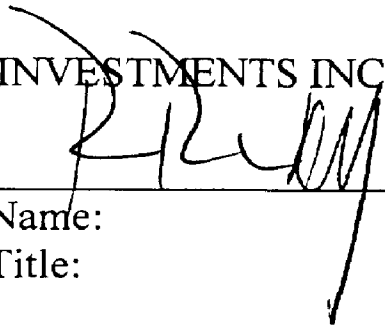
WHEREAS, Assignee desires to accept from Assignor such assignment of the Intellectual Property as provided in said Asset Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and deliver unto Assignee, its successors, legal representatives and assigns, to the extent provided in the Asset Purchase Agreement, all right, title and interest in, to and under the Intellectual Property, including, without limitation, the Intellectual Property listed on Schedule A to this Agreement, together with the goodwill of the business symbolized by the trademarks listed on Schedule A, and all other rights associated with the Intellectual Property, including, without limitation, the right to sue for any past infringement of the Intellectual Property.

This Intellectual Property Assignment Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this assignment to be executed by their duly authorized officers.

ISP INVESTMENTS INC.

By:  _____

Name:

Title:

ENGELHARD CORPORATION

By: _____

Name:

Title:

E-Intel.Prop.Assign