

09-22-1999



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TRADEMARKS ONLY

9.20.99

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

1. Name of conveying party(ies):

Lilly Industries (USA), Inc.

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

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

3. Nature of conveyance:

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

Execution Date: November 18, 1998

2. Name and address of receiving party(ies)

Name: Lilly Technologies, Inc.

Internal Address:

Street Address: 900 Market Street Suite 200

City: Wilmington State: Delaware ZIP: 19801

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached list

Additional numbers attached? Yes No

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

Name: Julia L. Spoor

Internal Address: Barnes & Thornburg

Street Address: 11 South Meridian St.

City: Indianapolis State: IN ZIP: 46204

6. Total number of applications and registrations involved: 40

7. Total fee (37 CFR 3.41) \$ 1015.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number

10-0435

(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.

Julia L. Spoor Name of Person Signing

Signature

September 16, 1999 Date

Total number of pages including cover sheet, attachments, and security

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

Country	Mark	Status	Appl. No. / File Date	Reg. No. / Reg. Date	Renewal Date	B & T Matter
United States of America	AMER-FLINT	Registered	235449 28-Dec-1965	819401 29-Nov-1966	29-Nov-2006	22215
	AQUA-BLOCK	Registered	74736194 29-Sep-1995	2080011 15-Jul-1997	15-Jul-2007	26108
	AQUALOID	Registered	068496 26-Feb-1959	683553 18-Aug-1959	18-Aug-2009	19257
	BETACOTE	Registered	678240 13-Aug-1987	1520394 17-Jan-1989	17-Jan-2009	19260
	BETASHIELD	Registered	717953 21-Mar-1988	1507658 11-Oct-1988	11-Oct-2008	19261
	DIAMOND-BACK	Registered	73777344 30-Jan-1989	1560349 17-Oct-1989	17-Oct-2009	26430
	DISPRO	Registered	324474 20-Aug-1981	1223817 18-Jan-1983	18-Jan-2003	26332
	GREEN MIRROR	Registered	75108074 22-May-1996	2107951 21-Oct-1997	21-Oct-2007	26943

Country	Mark	Status	Appl. No. / File Date	Reg. No. / Reg. Date	Renewal Date	B & T Matter
	PHOTOLOCK	Registered	74/336166 30-Nov-1992	1856152 27-Sep-1994	27-Sep-2004	22278
	PIPE CLAD	Registered	416128 22-Feb-1972	961293 19-Jun-1973	19-Jun-2003	17035
	PIPECLAD 2020	Registered	75/063886 26-Feb-1996	2030278 14-Jan-1997	14-Jan-2007	26583
	PIPECLAD 2040	Registered	75/328306 21-Jul-1997	2178499 04-Aug-1998	04-Aug-2008	28489
	PLASTILURE	Registered	75/040830 05-Jan-1996	2141326 03-Mar-1998	03-Mar-2008	26347
	POLYLURE	Registered	74/610230 12-Dec-1994	1962986 19-Mar-1996	19-Mar-2006	24616
	POWDER SHUTTLE	Registered	74/458973 17-Nov-1993	1920707 19-Sep-1995	19-Sep-2005	23306
	QUALITINT	Registered	74/559907 11-Aug-1994	1980188 11-Jun-1996	11-Jun-2006	24344
	SOLVEX AND DESIGN	Registered	554758 16-Apr-1948	514197 23-Aug-1949	23-Aug-2009	22217

Country	Mark	Status	Appln. No. / File Date	Reg. No. / Reg. Date	Renewal Date	B & T Matter
	SUPERSOL	Registered	281111 21-Mar-1949	258625 09-Jul-1949	09-Jul-2009	22218
	SYN-A-CRYL AND DESIGN	Registered	238307 07-Nov-1979	1167909 08-Sep-1981	08-Sep-2001	22214
Total = 29						

Country	Mark	Status	Appln. No. / File Date	Reg. No. / Reg. Date	Renewal Date	B & T Matter
United States of America	ALIPHLEX	Registered	73/655795 17-Apr-1987	1475564 09-Feb-1988	09-Feb-2008	27326
	ENVIRO PLUS	Registered	74/011845 18-Dec-1989	1656540 10-Sep-1991	10-Sep-2001	27329
	FLAG DESIGN	Registered	74/166953 15-May-1991	1730519 10-Nov-1992	10-Nov-2002	27332
	GUARDIAN	Registered	71/448298 31-Oct-1941	396119 30-Jun-1942	20-Jun-2002	27333
	KNIGHT HEAD DESIGN	Registered	72/387293 24-Mar-1971	951180 23-Jan-1973	23-Jan-2003	27350
	LUSTREGUARD	Registered	371251 24-Jun-1982	1282909 26-Jun-1984	26-Jun-2004	27352
	METALTIGHT	Registered	74/394528 24-May-1993	1820910 15-Feb-1994	15-Feb-2004	27354
	MOCLAD	Registered	73/013308 13-Feb-1974	1011974 03-Jun-1975	03-Jun-2005	27357
	POLYBAKE	Registered	74/089744 20-Aug-1990	1689489 26-May-1992	26-May-2002	27364

Country	Mark	Status	Appln. No. / File Date	Reg. No. / Reg. Date	Renewal Date	B & T Matter
	<b>PRO-GARD</b>	Registered	74/648085 17-Mar-1995	1997986 03-Sep-1996	03-Sep-2006	27384
	<b>TERECO</b>	Registered	72/066662 28-Jan-1959	720827 05-Sep-1961	05-Sep-2001	27369
	<b>TERECOTE</b>	Registered	72/066663 28-Jan-1959	697684 17-May-1960	17-May-2000	27370

Total = 12

Country	Mark	Status	Appln. No. / File Date	Reg. No. / Reg. Date	Renewal Date	B & T Matter
	<b>GUARDSMAN</b>	Registered	72/004635 15-Mar-1956	669187 04-Nov-1958	04-Nov-2008	27340
	<b>HY-FLOW</b>	Registered	74/462216 23-Nov-1993	1890710 18-Apr-1995	18-Apr-2005	23307
	<b>KRYSTAL KOTE</b>	Registered	73/115684 14-Feb-1977	1093038 13-Jun-1978	13-Jun-2008	10734
	<b>LILLY</b>	Registered	72/230060 13-Oct-1965	831329 04-Jul-1967	04-Jul-2007	10733
	<b>LIQUID ENVELOPE</b>	Registered	486643 03-Aug-1945	425521 26-Nov-1946	26-Nov-2006	19259
	<b>LON LAB</b>	Registered	51105 01-May-1975	1030426 20-Jan-1976	20-Jan-2006	26333
	<b>MIR-O-CRON</b>	Registered	151613 21-Aug-1962	755809 03-Sep-1963	03-Sep-2003	26431
	<b>NUBELAR</b>	Registered	72/302523 11-Jul-1968	877298 23-Sep-1969	23-Sep-2009	22765
	<b>PERMATONE</b>	Registered	72/004634 15-Mar-1956	669186 04-Nov-1958	04-Nov-2008	27362

NUNC PRO TUNC

**TRADEMARK ASSIGNMENT**

Lilly Industries (USA), Inc.  
to  
Lilly Technologies, Inc.

THIS ASSIGNMENT, effective as of the 22 day of June, 1998, is made and entered into by and between Lilly Industries (USA), Inc., 733 South West Street, Indianapolis, Indiana 46225 (an Indiana corporation) (hereinafter "LILLY USA") and Lilly Technologies, Inc., 900 Market Street, Suite 200, Wilmington, Delaware 19801 (a Delaware corporation) (hereinafter "LILLY TECHNOLOGIES").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LILLY USA hereby conveys, transfers, assigns, and delivers to LILLY TECHNOLOGIES, and its successors and assigns, as a capital contribution, and LILLY TECHNOLOGIES hereby receives, accepts, and assumes, as a capital contribution, all title and interests in and to the trade names, service marks and trademarks listed in the attached Schedule B hereof (the "Marks") the registrations thereto, and the goodwill of the business in which the Marks are used, together with all claims for damages by reason of infringement, with the right to use the same for and collect the same for its own use and for the use of its successors and assigns to have and to hold forever (the "Capital Contribution").

LILLY USA hereby covenants and agrees to and with LILLY TECHNOLOGIES, and its successors and assigns, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to LILLY TECHNOLOGIES, and its successors or assigns, all such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as may reasonably be requested by LILLY TECHNOLOGIES in order to facilitate and evidence the conveyance, transfer, assignment and delivery, or to aid and assist in collecting or reducing to possession, any or all of LILLY USA's assets included within the Capital Contribution.

LILLY TECHNOLOGIES hereby covenants and agrees to and with LILLY USA, and its successors and assigns, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to LILLY USA, and its successors or assigns, all such further acts, deeds, assumptions, powers of attorney and assurances as may reasonably be requested by LILLY USA in order to facilitate the assumption by LILLY TECHNOLOGIES of the liabilities of LILLY USA included within the Capital Contribution.



This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of LILLY USA and LILLY TECHNOLOGIES.

IN WITNESS WHEREOF, LILLY USA and LILLY TECHNOLOGIES have caused this Assignment to be duly executed as of November 18, 1998.

LILLY INDUSTRIES (USA), INC.

LILLY TECHNOLOGIES, INC.

By: Kenneth L. Mills

By: Victoria L. Garrett

Name: Kenneth L. Mills  
Title: Director of Corporate Accounting

Name: Victoria L. Garrett  
Title: Secretary and Treasurer

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the parties as agents of the respective corporations and acknowledged the execution of the foregoing assignment for and on behalf of said corporations.

Witness my hand and Notarial Seal this 18 day of November, 1998.

Richard A. Host, Notary Public  
residing in MARION County,  
in the state of INDIANA

My Commission Expires:

June 16, 2000