

10-12-1999



HEET

Attorney Docket No.: 5426-89

101166945

To the U.S. Patent and Trademark Office, Office of Public Records: Please record the attached original documents or copy thereof.

99 OCT -4 AM 8:28

1. Name of conveying party(ies):

Borden Chemical Investments, Inc.

10-4-99

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

Borden Chemical, Inc.
180 East Broad Street
Columbus, OH 43215

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

If Assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment.)

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: September 30, 1999

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

1,174,691

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

STANLEY C. MACEL, III, ESQ.
CONNOLLY BOVE LODGE & HUTZ LLP
P. O. Box 2207
1220 Market Street
Wilmington, DE 19899
Telephone: (302) 658-9141
Facsimile (302) 658-5614

6. Total number of applications and registrations involved: [1]

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ **40.00**
0 x \$25.00 = \$ **00.00**

- Fee enclosed.
- Authorized to be charged to Deposit Account.

8. Deposit Account number: 03-2775
(for any additional fees required)

10/05/1999 BHUYEN 00000218 1174691

DO NOT USE THIS SPACE

01 FE:481

40.00 DP

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

Stanley C. Macel, III
Name of Person Signing

October 1, 1999
Date

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE

OFFICE OF PUBLIC RECORDS, CRYSTAL GATEWAY 4, ROOM 335, WASHINGTON, D.C. 20531

BY: [Signature]
DATE: 10-1-99

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made and entered into by and between BORDEN CHEMICAL INVESTMENTS, INC., a corporation organized and existing under the laws of the state of Delaware, having its principal place of business at Suite 202, One Little Falls Centre, Wilmington, DE 19808 ("Assignor") and BORDEN CHEMICAL, INC., a corporation organized and existing under the laws of the state of Delaware having its principal place of business at 180 East Broad Street, Columbus, OH 43215 ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the registered trademark PMC, Reg. No. 1,174,691 the "Mark");

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee its entire right, title and interest in and to the Mark, together with the goodwill of the Business associated therewith, all claims for damages for reason of past infringement and the right to sue for and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns and other legal representatives.

2. Assignor covenants and agrees that at the request of Assignee it will promptly execute and/or arrange, at the expense of Assignee, for execution on behalf of others any other papers necessary to perfect ownership of said Mark. Assignor further authorizes the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument, said recordation to be done by and at the expense of Assignee.


3. The terms, covenants and provisions of the Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

4. This Agreement shall be governed by and construed in accordance

with the laws of the United States of America and of the State of Delaware.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by the duly authorized officer below indicated this 30th day of September, 1999.

BORDEN CHEMICAL INVESTMENTS, INC.

By: 
Lawrence L. Dieker
Title: Assistant Secretary

STATE OF OHIO :

COUNTY OF FRANKLIN :

On this day, personally appeared before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, the within named Lawrence L. Dieker who stated that (s)he was the Assistant Secretary of Borden Chemical Investments, Inc. a Delaware corporation, and was duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated that and acknowledged that (s)he had so signed, executed and delivered said foregoing instrument for consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 30th day of September, 1999.


Notary Public

My Commission Expires:

BRENT E. KINNAN, Attorney at Law
Notary Public — State of Ohio
My commission has no expiration date.
Section 147.03 R. C.