

10-19-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
09/29/99

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

10/19/1999 JSHBAZZ 00000039 070650 75442090

01 FC:481 40.00 CH
02 FC:482 50.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK

REEL: 001975 FRAME: 0540

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/442090"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1810008"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1750024"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

WILLIAM J. DAVIS

William J. Davis

OCTOBER 12, 1999

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

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Registration Number(s)

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

WHEREAS, pursuant to the Stock Purchase Agreement, dated as of August 30, 1999 (the "Stock Purchase Agreement"), by and among Hayward Industrial Products, Inc., a New Jersey corporation ("Industrial"), H-Tech, Inc., a Delaware corporation ("H-Tech" and, together with Industrial, the "Buyers"), ISP Global Technologies Inc., a Delaware corporation ("Global"), and International Specialty Products Inc., a Delaware corporation ("Parent"), Global has agreed to sell to the Buyers (a) all of the issued and outstanding shares (other than directors' and other qualifying shares as required by applicable law) of common stock and of other equity interests in ISP Filters Inc., a Delaware corporation, ISP Filters Corporation (Canada) Inc., a corporation organized under the laws of Canada, ISP Filters Pte Ltd., a corporation organized under the laws of Singapore, ISP Filters do Brasil Ltda., a corporation organized under the laws of Brazil, ISP Filters N.V., a Belgium corporation, and HFP-Hanseatic Filterprodukte GmbH, a corporation organized under the laws of Germany (collectively, the "Companies") and (b) certain intangible assets used in or relating to the Companies' business of developing, manufacturing, marketing, distributing and selling certain liquid filtration systems and related products and accessories (collectively, the "Transaction");

WHEREAS, ISP INVESTMENTS INC., a corporation organized and existing under the laws of Delaware, with offices at 300 Delaware Ave., Wilmington, DE 19801 (hereinafter "Assignor"), is the owner of the intellectual property listed on the attached Schedule "A" (hereinafter the "Intellectual Property"), including the trademarks and trademark registrations and the goodwill of the business symbolized thereby, relating to

the Companies' business, and desires to promote the consummation of the Transaction;
and

WHEREAS, ISP Global Technologies Inc., a Delaware corporation, having a place of business at 818 Washington Street, Wilmington, Delaware, 19801 (hereinafter referred to as "Assignee"), is desirous of acquiring said Intellectual Property and said goodwill for the purpose of transferring same to the Buyers.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, effective simultaneously with and only upon the consummation of the Transaction at the Closing (as defined in the Stock Purchase Agreement), Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, all of Assignor's right, title and interest throughout the world in, to and under all of the Intellectual Property and all rights thereunder or in respect thereof in all countries including, but not limited to, all inventions and invention rights covered thereby; all issues of patents and original applications, continuations, continuations-in-part and divisions therefor and reissues and reexaminations of the patents already granted and which may be granted in all countries; all of the common law rights and registrations in all countries relating to the transferred marks and the goodwill of the business symbolized thereby in all countries; any and all copyrights relating to any materials used by, necessary to and/or created for the Business (as defined in the Stock Purchase Agreement) as presently conducted (hereinafter the "Materials"), in whatever form or media, for the entire term of any such copyrights with any renewals and/or extensions; the right to file copyright applications and/or obtain copyright registrations throughout the world on the Materials in Assignee's name; the right to publish, reproduce, transmit,

adapt, sell or otherwise make use of the Materials or any portion of the Materials (including all subsequent editions, revisions, supplements, and version of the Materials, regardless of length or nature) in any form, medium or language; all rights to sue for and remedies and damages against past, present and future infringements of the Intellectual Property and the aforesaid rights assigned thereunder, and all rights of priority and protection of interest therein under the laws of any jurisdiction worldwide and all tangible embodiments thereof, in each case to the extent relating to the Intellectual Property and the aforesaid rights assigned hereunder, in each case to be held and enjoyed by Assignee, its successors and assigns or their legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignee hereby accepts the above assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer effective this 29 day of September, 1999.

ISP INVESTMENTS INC.

By: William J. Davis
William J. Davis
Assistant Secretary

ISP GLOBAL TECHNOLOGIES INC.

By: William J. Davis
William J. Davis
Assistant Secretary

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Schedule A

TRADEMARKS

ACCURATE

<u>Country</u>	<u>Status</u>	<u>Application/Registration No.</u>
USA	Registered	1810008
Australia	Registered	B588129
Benelux	Registered	522344
Canada	Registered	425725
France	Registered	92437640
Italy	Registered	003975/00644585
New Zealand	Registered	B222130
Spain	Registered	1726617
Sweden	Registered	249858

BERMUDA

<u>Country</u>	<u>Status</u>	<u>Application/Registration No.</u>
USA	Pending	75/442090

CLEARSTREAM

<u>Country</u>	<u>Status</u>	<u>Application/Registration No.</u>
Australia	Registered	615083
Japan	Registered	3300428
New Zealand	Registered	B231449

INTELLECUTAL PROPERTY ASSIGNMENT AGREEMENT

Schedule A

SENTINEL

<u>Country</u>	<u>Status</u>	<u>Application/Registration No.</u>
USA	Registered	1750024
Australia	Registered	A594214
Benelux	Registered	527504
Brazil	Registered	816810184
Canada	Registered	447272
France	Registered	93452686
Italy	Registered	659152
Japan	Registered	3300789
New Zealand	Registered	225222
Spain	Registered	1744583

SNAP-RING

<u>Country</u>	<u>Status</u>	<u>Application/Registration No.</u>
Benelux	Registered	302642
France	Registered	1460374
Italy	Registered	506253/98128
Japan	Registered	901486

AFCO

<u>Country</u>	<u>Status</u>	<u>Application/Registration No.</u>
Canada	Registered	153763

EXTENDAFLO

<u>Country</u>	<u>Status</u>	<u>Application/Registration No.</u>
Finland	Expired	68674
Italy	Registered	298429

INTELLECUTAL PROPERTY ASSIGNMENT AGREEMENT

Schedule A

METRAFLO

<u>Country</u>	<u>Status</u>	<u>Application/Registration No.</u>
Finland	Expired	68675
France	Registered	1244541
Italy	Registered	298754

MULTIFLO

<u>Country</u>	<u>Status</u>	<u>Application/Registration No.</u>
Finland	Expired	68676
France	Registered	1244540
Italy	Registered	298755

PORTAFLO

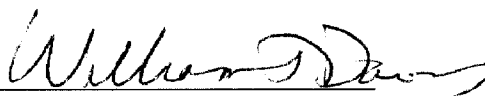
<u>Country</u>	<u>Status</u>	<u>Application/Registration No.</u>
Canada	Registered	216475
Italy	Registered	292278

Common Law Trademarks

UNIWELD

United States of America)
State of New Jersey) SS.
County of Passaic)

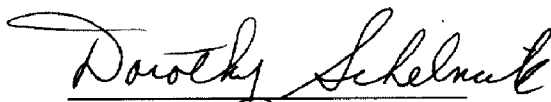
I, William J. Davis, depose and say that I am Assistant Secretary and authorized to sign the foregoing instrument in the name of ISP Investments, a Delaware corporation, having an office at 300 Delaware Avenue, Wilmington, Delaware, and that the purposes for which said instrument is granted are within the scope of the objectives and activities of said corporation.



William J. Davis

NOTARIAL CERTIFICATE

On September 29, 1999 before me, a Notary Public in and for the above-referenced County and State, personally appeared William J. Davis, to me known and known to me to be the person who signed the foregoing instrument as Assistant Secretary of ISP Investments Inc. and he acknowledged that he executed same.



Dorothy Sihelnick
DOROTHY A. SIHELNICK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 30, 2000