



Tab settings

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To the Honorable Commissioner of Patents and Trademarks and enclosed original documents or copy thereof.

1. Name of conveying party(ies):

HANDY CHEMICALS LIMITED/
PRODUITS CHIMIQUES HANDY LIMITEE

- Individual(s)
- General Partnership
- Corporation-State
- Other Canadian corporation
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: December 14, 1998

2. Name and address of receiving party(ies)

Name: L'ENVIRONNEMENT EAGLEBROOK
QUEBEC LIMITEE

Internal Address:

Street Address: Varenne, Quebec
Canada

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

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 registration number(s):

ATTORNEY DOCKET NO.: 1183-79, 1183-77, 1183-80

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,246,702 2,043,975
1,582,091

Additional numbers attached? Yes No

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

LAFF, WHITESEL, CONTE & SARET, LTD.

ATTORNEYS AT LAW
401 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS 60611-4212

Direct Telephone Calls to: Michael B. Allen
at telephone No. (312) 661-2100. Fax (312) 661-0029

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first-class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231 on November 12, 1999

Date: 11/12/99 Nancy K. Thompson
TYPED NAME: Nancy K. Thompson

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Any deficiency
- / Authorized to be charged to deposit account

8. Deposit account number: 12-0064

(Attach duplicate copy of this fee 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 copies are a true copy of the original document.

Michael B. Allen

Name of Person Signing

Michael B. Allen

Signature

11/12/99

Date

Total number of pages including cover sheet, attachments, and documents: 7

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

TRADEMARK

REEL: 001990 FRAME: 0657

ASSIGNMENT OF TRADEMARKS (UNITED STATES)

FOR \$100 Canadian (one hundred Canadian dollars), the receipt of which is hereby acknowledged,

HANDY CHEMICALS LIMITED/PRODUITS CHIMIQUES HANDY LIMITEE, a corporation organized and existing under the laws of Canada and having a principal place of business at 745 Ste-Rose, La Prairie, Quebec, Canada, J5R 1Z2 ("ASSIGNOR"),

hereby sells, assigns, transfers and sets over to:

L'ENVIRONNEMENT EAGLEBROOK QUEBEC LIMITEE, a corporation organized under the laws of Canada and having a principal place of business at Varenne, Quebec, Canada ("ASSIGNEE"),

the entire right title and interest in and to the Trademarks and registrations identified in Schedule A attached hereto together with the good will of the business in connection with which the Trademarks have been and are being used, all rights to continue said registrations, all common law rights associated therewith, together with the right to bring and maintain actions based on the Trademarks, including actions for past infringements.

(1) ASSIGNOR agrees

(a) to execute all papers

(i) to be used in connection with assigning rights under these Trademarks and all foreign counterparts to ASSIGNEE and filing or prosecuting any additional registrations or applications as the ASSIGNEE may deem necessary or expedient,

(ii) in connection with any legal or quasi-legal proceedings relating to these Trademarks

(iii) which may be necessary for the preparation and filing of any foreign applications or with making claims to priority rights granted under the provisions of the International Convention for Protection of Industrial Property or similar agreements;

(b) to cooperate with ASSIGNEE in obtaining evidence and going forward in any such proceedings; and

(c) to perform all other acts which may be necessary or desirable to defend or obtain a grant of a registration for said Trademarks in any country throughout the world.

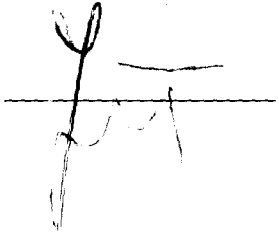
(2) ASSIGNOR covenants and warrants that he has full right to convey the entire right, title and interest by this instrument, free of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

(3) ASSIGNOR grants to ASSIGNEE and to the law firm of LAFF, WHITESEL, CONTE & SARET, LTD. of Chicago, Illinois, authority and power to insert on this instrument any further identification necessary or desirable for purposes of recordation in any country.

(4) Choice of language.

Les parties s'entendent a ce que cette entente soit redigee en anglais.

The parties agree that this agreement be drafted in English.

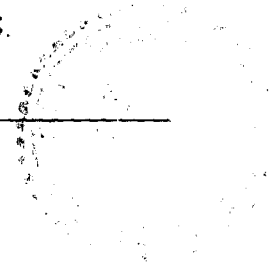


Signature of Nelu Spiratos, President/CEO for ASSIGNOR
[Name & Title]

I certify that the above-identified ASSIGNOR, personally known to me to be the same person or persons who signed the foregoing instrument, appeared before me this day in person, and acknowledged that the said instrument was signed and delivered as the free and voluntary act of the ASSIGNOR, for the uses and purposes therein set forth.

Given under my hand and seal, this 14th day of December 1998.

Vanda Newer



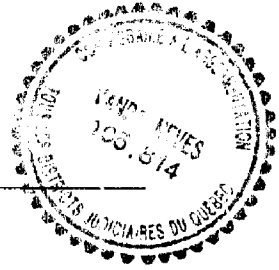
ACCEPTANCE

W.W. Wowchuk Signature of Bill Wowchuk for ASSIGNEE. President
Name & Title

I certify that the above-identified ASSIGNEE, personally known to me to be the same person or persons who signed the foregoing instrument, appeared before me this day in person, and acknowledged that the said instrument was signed and delivered as the free and voluntary act of the ASSIGNEE, for the uses and purposes therein set forth.

Given under my hand and seal, this 14th day of December 1998.

Vanda Neves



SCHEDULE A

| # | Trademark | Country/Register | App/Reg Number |
|----------|------------------|-------------------------|-----------------------|
| 1. | HAN FLOC | UNITED STATES | 1,246,702 |
| 2. | PASS | UNITED STATES | 1,582,091 |
| 3. | FIRST PASS | UNITED STATES | 2,043,975 |