

12-21-1999



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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

Merger

Change of Name

Other

Effective Date
Month Day Year
 Nov. 5, 1999

Conveying Party

Mark if additional names of conveying parties attached

Name Anglo-American Clays Corporation

Execution Date
Month Day Year
 Nov. 5, 1999

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name J.M. Huber Corporation

DBA/AKA/TA

Composed of

Address (line 1) 4401 Northside Parkway

Address (line 2) Suite 600

Address (line 3) Atlanta

Georgia

30327

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

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.)

Citizenship/State of Incorporation/Organization New Jersey

FOR OFFICE USE ONLY

12/21/1999 VBROWN 00000037 75202293

01 FC:481 40.00 DP
02 FC:482 75.00 DP

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: 002002 FRAME: 0115

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)

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.

Brian D. Flagler
Name of Person Signing

Brian D. Flagler
Signature

12/2/99
Date Signed

ASSIGNMENT OF KAOLIN MARKS

This Assignment of Marks is made effective on November 5, 1999, between ANGLO-AMERICAN CLAYS CORPORATION, a Delaware corporation, having a place of business at 100 Mansell Court East, Suite 300, Roswell, Georgia 30076 ("Assignor") and J.M. HUBER CORPORATION, a New Jersey corporation, having a place of business at 4401 Northside Pkwy. Ste. 600, Atlanta, GA 30327 ("Assignee").

WHEREAS, Assignor is the owner of the marks, registrations and registration applications identified in the attached Schedule A ("Marks").

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement dated July 16, 1999 by and among Assignee and Assignor and Imetal SA ("Purchase Agreement"), Assignor sold to Assignee certain assets, including a facility located in Sandersville, Georgia ("Plant 1 Hydrous"), which produces certain hydrous kaolin-based products which are sold under the Marks.

WHEREAS, pursuant to the Purchase Agreement Assignor has agreed to assign to Assignee all rights, title and interest in and to the Marks worldwide pursuant to the terms and provisions set forth herein.

WHEREAS, concurrent with the consummation of the Purchase Agreement, Assignee has agreed, pursuant to that certain Sole Source License Agreement between Assignee and Assignor of even date herewith (the "License Back Agreement"), to license back to Assignor certain of the Marks for use in connection with the supply by Assignee of the Sole Source Products (as defined therein) pursuant to the Sole Source Contracts (as defined therein).

WHEREAS, concurrent with the consummation of the Purchase Agreement, Assignee has further agreed, pursuant to that certain Transitional and Emergency Services Agreement by and among Assignor and English China Clays plc and Assignee, of even date herewith, to supply Assignor its requirements of the Sole Source Products to fulfill Assignor's obligations under the Sole Source Contracts.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby accepted and acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's rights, title, and interest in and to the Marks worldwide, together with the good will of the business symbolized by and appurtenant to said Marks, subject to the restrictions set forth in paragraph 4 herein.

2. Assignor hereby affirms that it is the sole owner of the Marks, that its ownership of the Marks is free and clear of any liens or encumbrances of any kind, and that it has the full right, power, and authority to transfer to Assignee good and marketable title to the Marks.

3. Assignor further agrees to take all further actions, and to execute any and all such further documents and instruments, as may be necessary or desirable to confirm this assignment effected hereby.

4. Assignee agrees and covenants that (a) it shall not make any use of the Marks after November 5, 2000 (*i.e.*, 12 months from Closing Date) other than in accordance with paragraph 5 hereof and (b) except as described in paragraph 5 hereof, it shall use its best efforts (i) to cease all use of the Marks in the United States within three to six months of the effective date hereof and (ii) to cease all use of the Marks outside the United States within six to nine months of the effective date hereof. Without limiting the foregoing in any way, Assignee agrees and covenants that it shall not at any time assign, transfer, license, sublicense or otherwise dispose of the Marks, except to Assignor, either in connection with the License Back Agreement or otherwise.

5. At any time, Assignee may license Assignor to use the Marks for any purpose, in connection with sales by Assignor of products under the Marks or otherwise, on such terms as may be agreed by Assignee and Assignor, either pursuant to the License Back Agreement or otherwise.

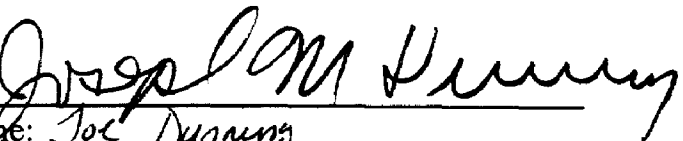
IN WITNESS WHEREOF, this agreement has been executed by duly authorized officers of each of the parties all as of the date first written above.

ANGLO-AMERICAN CLAYS CORPORATION
A Delaware corporation

By: 
Dennis L. Rediker
President and Chief Executive Officer

[Corporate Seal]

J.M. HUBER CORPORATION
A New Jersey corporation

By: 
Name: Joe Duran
Title: Director of Acquisitions

[Corporate Seal]

SCHEDULE A

A. Marks

ALPHACOTE
ALPHAGLOSS
ALPHALUX
BETACOTE

B. Registered/Pending Marks

Trademark	Country	Reg. No.	Reg. Date	Appl. No.	Filing Date
ALPHACOTE	Brazil	812860470	21-Nov-89	812860470	10-Sep-86
ALPHACOTE	Italy	483,326	04-Aug-87	21648C/86	05-Sep-86
ALPHACOTE	Japan	2110195	23-Jan-89	107027/1986	09-Oct-86
ALPHACOTE	Korea, South	153936	06-May-88	2295/1998	30-Apr-98
ALPHACOTE	Mexico	335,863	10-Nov-87	17,613	04-Dec-86
ALPHACOTE	Sweden	207311	18-Sep-87	86-06299	25-Aug-86
ALPHACOTE	Taiwan	362870	16-Apr-87	75-041292	23-Aug-86
ALPHACOTE	United States of America	868,843	06-May-69	304,046	01-Aug-68
ALPHAGLOSS	Brazil	812860551	14-Aug-90	812860551	10-Sep-86
ALPHAGLOSS	Canada	337,563	26-Feb-88	575,807	07-Jan-87
ALPHAGLOSS	Italy	483,327	04-Aug-87	21649C/86	05-Sep-86
ALPHAGLOSS	Japan	2110196	23-Jan-89	107028/1986	09-Oct-86
ALPHAGLOSS	Korea, South	151876	22-Jan-88	6197/1997	03-Sep-86
ALPHAGLOSS	Mexico	335197	03-Nov-87	17614	04-Dec-86
ALPHAGLOSS	Sweden	22.2502	12-Apr-91	86-06300	25-Aug-86
ALPHAGLOSS	Taiwan	362,886	16-Apr-87	75-041293	23-Aug-86
ALPHAGLOSS	United States of America	868842	06-May-69	304,045	01-Aug-68
ALPHALUX	United States of America		75/202293	22-Nov-96	
BETACOTE	Brazil	812860519	14-Aug-90	812860519	10-Sep-86
BETACOTE	Canada	336,525	29-Jan-88	575,810	07-Jan-87
BETACOTE	Italy	483,331	04-Aug-87	21653C/86	05-Sep-86
BETACOTE	Japan	2110198	23-Jan-89	107032/1986	09-Oct-86
BETACOTE	Korea, South	153938	06-May-88	2297/1998	30-Apr-98

BETACOTE	Mexico	420,820	18-Dec-91	122,752	20-Sep-91
BETACOTE	Sweden	210623	27-May-88	86-6304	25-Aug-86
BETACOTE	Taiwan	362,889	16-Apr-87	75-041297	23-Aug-86
BETACOTE	United States of America	881,511	02-Dec-69	72-324,631	6-Apr-69

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RECORDED: 12/21/1999

TRADEMARK
REEL: 002002 FRAME: 0120