

FORM PTO-1504  
1-31-92



HEET

US DEPT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commis  
copy thereof.

101284128

and the attached original documents or

1. Name of conveying party(ies):  
**UNIROYAL CHEMICAL COMPANY, INC.**  
 Individual(s)  Association  
 General Partnership  
 Limited Partnership  
 Corporation-State: **NEW JERSEY**  
 Other: \_\_\_\_\_  
 Additional name(s) of conveying party(ies) at-  
 tached?  Yes  No

2. Name and address of receiving party(ies):  
 Name: **PARATEC ELASTOMERS L.L.C.**  
 Internal Address:  
 Street Address: **BENSON RD.**  
 City: **MIDDLEBURY** State: **CT** ZIP: **06749**  
 Corporation-State: \_\_\_\_\_  
 Other **LIMITED LIABILITY COMPANY**  
**STATE OF DELAWARE**  
 If assignee is not domiciled in the U.S., a domes-  
 tic representative designation is attached:  Yes  
 No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other: \_\_\_\_\_  
 Execution Date(s): **July 1, 1999**

Additional names(s) & address(es) attached?  
 Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **723224,**  
**760847 &**  
**520908**

Additional numbers attached?  Yes  No

5. Name and address of party to whom corre-  
spondence concerning document should  
be mailed:

Name: **PATRICIA J. KNIZLEY**  
 Internal Address:  
**UNIROYAL CHEMICAL COMPANY, INC.**  
**LAW DEPARTMENT, 1-5**  
**WORLD HEADQUARTERS**  
 Street Address: **BENSON ROAD**  
 City: **MIDDLEBURY** State: **CT** ZIP: **06749**

6. Total number of applications and registra-  
tions  
involved is: **3**

7. Total fee (37 CFR 3.41).....**\$ 90.00**  
 Enclosed  
 Authorized to be charged to deposit ac-  
 count.

8. Deposit account number: **21-0525**  
 (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.*

**Patricia J. Knizley**

Name of Person Signing

Signature

**January 25, 2000**

Total number of pages comprising cover sheet: **1**

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

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40.00 CH  
50.00 CH

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03/02/2000 TT011 00000011 210525 723224  
 01 FC:481  
 02 FC:482

## TRADEMARK ASSIGNMENT

WHEREAS, UNIROYAL CHEMICAL COMPANY, INC., a corporation organized and existing under the laws of the State of New Jersey, United States of America and having its principal office located at World Headquarters, Middlebury, Connecticut 06749, United States of America ("Uniroyal"), is the owner of, and has adopted and used the trademarks listed in the attached Assignment Schedule A ("Trademarks");

WHEREAS, GIRSA, S.A. de C.V. ("GIRSA") on the one hand, and Uniroyal, with the participation of its subsidiary, Novaquim Holdings, S.A. de C.V. ("Novaquim"), on the other hand, have determined that it would be advantageous to both parties if the facilities and the manufacturing skills of Industrias Negromex, S.A. de C.V. (Affiliate of GIRSA), and the Technology and Know-how. sales, marketing skills, customer base and the trademarks of Uniroyal and its affiliates, relating to the manufacture and marketing of acrylonitrile butadiene rubber ("NBR") and NBR-PVC alloys (NBR and NBR-PVC alloys being collectively referred to herein as "NBR Products"), were combined into operations of a joint venture (the "Joint Venture"), for which purpose GIRSA and Uniroyal with participation of Novaquim executed on September 18, 1998 a Joint Venture and Shareholders Agreement ("Joint Venture Agreement") resulting in the incorporation of a Mexican Company and in the formation of PARATEC ELASTOMERS L.L.C. ("ParaTec"), a limited liability company of the state of Delaware, United States of America, and having its principal office at Benson Road, Middlebury, Connecticut, United States of America, it being the expectation of the parties that the Joint Venture would operate, on or about July 1, 1999 (the "Start-up Date"), as a world class, high quality producer of NBR Products, and would be a successful competitor in the worldwide market for NBR Products;

WHEREAS, pursuant to the Joint Venture Agreement, Uniroyal is required, effective as of the Start-up Date, to sell to ParaTec, or to otherwise provide to ParaTec the perpetual,

free and exclusive use on a worldwide basis of, all intangible property owned by Uniroyal, or by any Uniroyal's affiliate, applicable to the production by batch polymerization and marketing of NBR Products including, but not limited to, all patents, technology, trade secrets, recipes, technical facts, technical information, formulas or data owned by Uniroyal, including techniques, processes and research and development, applicable to the production of NBR Products, and all logistics knowledge, procedures, data, trademarks, technical service know-how, applications and customer lists, applicable to the marketing of NBR Products;

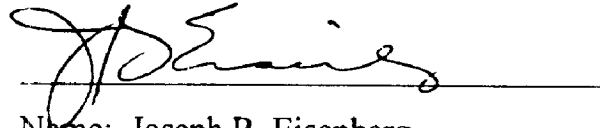
AND WHEREAS, according to the foregoing ParaTec is willing to acquire said Trademarks and the registrations thereof, and all goodwill annexed to the Trademarks and to the business with which said Trademarks are used and which are symbolized by said Trademarks.

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00), and for other good and valuable consideration, receipt of which is hereby acknowledged, said Uniroyal does hereby irrevocably assign and transfer, set over and convey unto the said ParaTec, its successors and assigns, effective as of July 1, 1999, all rights, title and interest in and to the said Trademarks and the registrations thereof and all goodwill annexed to the Trademarks and to the business with which said Trademarks are used and which are symbolized by said trademarks, said right, title and interest to be held and enjoyed by the said ParaTec.

Disputes under this Assignment shall be resolved and the terms of this Assignment shall be enforced by invoking the arbitration provisions set forth in Article 15 of the Joint Venture Agreement as if such provisions were set forth in full in this Agreement. The governing law for any such resolution or enforcement shall be as provided in such Article 15.

IN WITNESS WHEREOF, the said UNIROYAL CHEMICAL COMPANY, INC.  
has caused these presents to be executed by an officer thereof, thereunto duly authorized this  
1<sup>st</sup> day of July, 1999.

UNIROYAL CHEMICAL COMPANY, INC.

A handwritten signature in cursive script, appearing to read "J. Eisenberg", is written over a horizontal line.

Name: Joseph B. Eisenberg

Title: Executive Vice President

# ASSIGNMENT SCHEDULE A

07-Oct-98

TM Name	Country	Reg.No.	Registration Date	Serial No	Filing Date
OZO	Korea (Republic of)	0000018767	Jan 23 1970	000090-311	Jan 22 1990
OZO	South Africa	00068/2959	Jul 16 1968	00068/2959	Jul 16 1968
OZO	United States	0000760847	Dec 03 1963	0000163291	Feb 21 1963
PARACRIL	Argentina	0001411784	Dec 31 1992	0001750037	Jun 05 1990
PARACRIL	Australia	000A103230	Jul 19 1950	0000103230	Jul 19 1950
PARACRIL	Benelux	0000058533	Sep 17 1971	0000547227	Sep 17 1971
PARACRIL	Brazil	0002475324	Mar 15 1995	0000019671	
PARACRIL	Brazil	0002627620	Oct 22 1992		Aug 21 1991
PARACRIL	Brazil	0002486350	Feb 19 1991	0000029494	Jun 11 1990
PARACRIL	China, People's Republic of	0000075035	Jan 14 1975		
PARACRIL	Czech Republic	0000159109	Sep 27 1968		
PARACRIL	Denmark	0000000192	Feb 18 1950		Mar 30 1949
PARACRIL	Eire	0000051427	Sep 10 1965		Sep 10 1965
PARACRIL	France	0001558907	Nov 08 1989	0000166173	Nov 08 1989
PARACRIL	Hungary	0000120524	Oct 01 1968		Oct 01 1968
PARACRIL	India	0000144644	Aug 02 1950	0000144644	Aug 02 1950
PARACRIL	Italy	0000560806	Feb 17 1992	48057-C/89	Feb 24 1989

TM Name	Country	Reg.No.	Registration Date	Serial No	Filing Date
PARACRIL	Japan	0000528011	Sep 22 1990	0211990/88	Jun 30 1988
PARACRIL	Korea (Republic of)	0000018574	Dec 25 1969	00089-2104	Dec 23 1989
PARACRIL	Mexico	0000346012	Apr 04 1988	0000027760	Jun 30 1987
PARACRIL	New Zealand	0000049417	Jul 21 1950	0000049417	Jul 21 1950
PARACRIL	Norway	0000038049	Sep 27 1950	0000045315	Mar 22 1949
PARACRIL	OAPI	0000009606	Apr 15 1970	0000501734	Apr 15 1970
PARACRIL	Paraguay	0000139015	Mar 16 1990	0000011993	Oct 25 1989
PARACRIL	Poland			00Z-188579	Jun 23 1998
PARACRIL	Russian Federation	0000037947	Jun 23 1969	0000051602	Sep 30 1968
PARACRIL	Slovak Republic			0000006692	Mar 13 1998
PARACRIL	South Africa	00050/2084	Aug 02 1950	00050/2084	Aug 02 1950
PARACRIL	United Kingdom	0000675916	Jan 06 1949	0000675916	Jan 06 1949
PARACRIL	United States	0000520908	Feb 07 1950	0000571714	Jan 06 1949
PARACRIL OZO	Japan	0003202422	Sep 30 1996	0041966/93	Apr 23 1993
PARACRIL OZO	Russian Federation	0000063345	Jan 26 1979	0000083705	Jun 21 1978
PARACRIL OZO	United States	0000723224	Oct 31 1961	0000114559	Feb 27 1961