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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRD 2.8-00

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

Name

Execution Date
Month Day Year

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/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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.)

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FOR OFFICE USE ONLY

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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: 002031 FRAME: 0174

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,366,160"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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

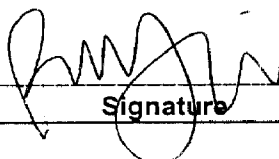
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

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.

Paul W. Garrity  2/8/2000

Name of Person Signing Signature Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into this ninth day of December, 1994 (the "Effective Date"), by and between **Hercules Incorporated**, a Delaware corporation (herein "Assignor"), and **Matheson Gas Products, Inc.**, a Delaware corporation (herein "Assignee").

WHEREAS, pursuant to a certain Asset Purchase and Sale Agreement between **Assignor** and **Assignee** dated December 9, 1994 (the "Purchase Agreement"), **Assignor** agreed to assign to **Assignee** the entire right, title, and interest in and to the trademarks, trademark registrations, and applications for registration identified and set forth on **Schedule "A"**, attached hereto, (the "Marks"), together with the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Assignor** does hereby sell, assign, transfer, and set over to **Assignee** the entire right, title, and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for **Assignee's** own use and enjoyment, and for the use and enjoyment of **Assignee's** successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by **Assignor** if this Assignment and sale had not been made; together with all income, royalties, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for **Assignee's** own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives. **Assignor** requests the Commissioner of Patents and Trademarks, or, in the case of countries other than the United States, the analogous individual or agency responsible for trademarks, to record **Assignee** as the assignee and owner thereof.

Assignor shall provide to **Assignee**, its successors, assigns, or other legal representatives, cooperation and assistance at **Assignee's** request (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required): (1) in the prosecution or defense of any interference, opposition, infringement, or other proceedings that may arise in connection with any of the Marks; (2) in obtaining any additional trademark protection for the Marks that **Assignee** reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (3) in the implementation or perfection of this Assignment. Such cooperation and assistance which is to be provided by **Assignor** shall be without any remuneration to **Assignor** for up to a total of eight (8) hours cooperation and assistance. If additional cooperation and assistance shall be required, appropriate remuneration to **Assignor** shall be at reasonable rates to be agreed upon by **Assignor** and **Assignee**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused the same to be duly delivered on their behalf as of the day and year first written above.

HERCULES INCORPORATED

MATHESON GAS PRODUCTS, INC.

By: R. Keith Elliott
Name Printed: R. KEITH ELLIOTT
Title: Sr. V.P. & CFO
Date: _____

By: Donald G. Ramelow
Name Printed: DONALD G. RAMLOW
Title: President
Date: 12/9/94

Witness:

Witness:

By: Allen A. Spizzo
Name Printed: ALLEN A. SPIZZO

By: Richard R. Lury
Name Printed: RICHARD R. LURY

STATE OF DELAWARE)
) ss.
COUNTY OF NEW CASTLE)

On this 6th day of December, 1994, there appeared before me, R. Keith Elliott, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf of and with full authority of Hercules Incorporated.

Carolyn S. Hoard
Notary Public

CAROLYN S. HOARD
MY COMMISSION EXPIRES 9/8/98

STATE OF DELAWARE)
) ss.
COUNTY OF NEW CASTLE)

On this 9th day of December, 1994, there appeared before me, Donald G Ramlow, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf of and with full authority of Matheson Gas Products, Inc.

Karin J. Mandel
Notary Public

KARIN JANE MANDEL
NOTARY PUBLIC
STATE OF DELAWARE
MY COMMISSION EXPIRES FEB. 8, 1995

EXHIBIT D, SCHEDULE A: TRADEMARK ASSIGNMENT
NANOCHEM

<u>Country</u>	<u>Class(es)</u>	<u>Application/Registration</u>	<u>Status</u>
AUSTRIA	Cls: 01,11	Reg: 126,970 Sep 11, 1989	REGISTERED
DENMARK	Cls: 01,11	Reg: 00,335 1991 Jan 18, 1991	REGISTERED
HONG KONG	Cls: 11	Reg: 05117/92 Mar 3, 1988	REGISTERED
HONG KONG	Cls: 01	Reg: 05116/92 Mar 3, 1988	REGISTERED
IRELAND	11	App: 93/3785 Aug 18, 1993	APP.PENDING
IRELAND	1	App: 93/3784 Aug 18, 1993	APP.PENDING
NORWAY	Cls: 1 and 11	App: 93983 Aug 13, 1993	APP.PENDING
SWEDEN	Cls: 01,11	Reg: 218,501 Sep 7, 1990	REGISTERED
UNITED KINGDOM	Cls: 01	Reg: 1,334,356 May 2, 1988	REGISTERED
UNITED KINGDOM	Cls: 11	Reg: 1,334,357 Feb 5, 1988	REGISTERED
UNITED STATES	Cls: 11	Reg: 1,412,226 Oct 7, 1986	REGISTERED
UNITED STATES	Cls: 01	Reg: 1,366,160 Oct 22, 1985	REGISTERED
UNITED STATES	Cls: 01	Reg: 1,548,794 Jul 25, 1989	REGISTERED
BENELUX	Cls: 01	Reg: 445,072 2/3/88	REGISTERED
CANADA		Reg: 358,347 7/14/89	REGISTERED
CHINA (TAIWAN)	Cls: 01	Reg: 420,833 11/16/88	REGISTERED
CHINA (TAIWAN)	Cls: 11	Reg: 473,392 1/16/90	REGISTERED
FINLAND	Cls: 01,11	Reg: 108,594 8/20/90	REGISTERED
FRANCE	Cls: 01,11	Reg: 1,527,894 2/11/88	REGISTERED
ITALY	Cls: 01,11	Reg: 520,709 3/16/88	REGISTERED
JAPAN	Cls: 34	Reg: 2,436,719 11/21/89	REGISTERED
JAPAN	Cls: 01	Reg: 2,420,933 6/30/92	REGISTERED
KOREA (SOUTH)	Cls: 38	Reg: 170,734 5/26/89	REGISTERED
KOREA (SOUTH)	Cls: 24	Reg: 172,760 6/20/89	REGISTERED
SPAIN	Cls: 01	Reg: 1,233,641 9/5/90	REGISTERED
SPAIN	Cls: 11	Reg: 1,233,642 8/4/89	REGISTERED
SWITZERLAND	Cls: 01,11	Reg: 366,283 8/22/88	REGISTERED
GERMANY	Cls: 01,11	Reg: 1,133,585 2/4/88	REGISTERED
JAPAN	Cls: 09	Reg: 2,498,618 Jan 29, 1993	REGISTERED