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TF

09-11-2000



101453035

Docket No.:

Tab settings

To the Honorable Commissioner of Patents and Trademarks, 101453035 and original documents or copy thereof.

1. Name of conveying party(ies): 7-26-00  
**LONZA, INC.**  
 17-17 Route 208  
 Fair Lawn, New Jersey 07410

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State New York  
 Other \_\_\_\_\_

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: SPI POLYOLS, INC.  
 Internal Address: \_\_\_\_\_  
 Street Address: 321 Cherry Lane  
 City: New Castle State: DE ZIP: 19720

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
 (Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: June 30, 2000

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

A. Trademark Application No.(s) 07-26-2000  
 U.S. Patent & TMOfo/TM Mail Ropt Dt. #70

B. Trademark Registration No.(s)  
1,310,645  
1,652,835  
1,684,949

Additional numbers  Yes  No

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

Name: Sana Hakim, Esq.  
 Internal Address: Bell, Boyd & Lloyd LLC  
 \_\_\_\_\_  
 \_\_\_\_\_

Street Address: P.O. Box 1135  
 \_\_\_\_\_

City: Chicago State: IL ZIP: 60690

6. Total number of applications and registrations involved: 3

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

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

09/11/2000 MTHAI1 00000101 1310645

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

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.

Sana Hakim, Esq.  
Name of Person Signing

Sana Hakim  
Signature

July 26, 2000  
Date

Total number of pages including cover sheet, attachments, and

8

TRADEMARK

## ASSIGNMENT OF TRADEMARKS

FOR VALUE RECEIVED, the undersigned, LONZA INC., a New York corporation having its principal office at 17-17 Route 208, Fair Lawn, New Jersey 07410 ("Assignor"), hereby assigns and conveys to SPI POLYOLS, INC., a duly organized and existing Delaware corporation having its principal office at 321 Cherry Lane, New Castle, Delaware 19720 ("Assignee"):

1. All of its rights, title and interest in and to the trademarks listed in Exhibit A hereto, in and to all trademark applications relating thereto, in and to all good will symbolized by and associated with all business conducted under the trademarks listed in Exhibit A, in and to all income, royalties, damages and payments now or hereafter due or payable in respect to the trademarks listed in Exhibit A, in and to all causes of action, either in law or in equity, for past, present or future infringement based on the trademarks listed in Exhibit A, and in and to all rights corresponding to the foregoing throughout the world; and

2. All of its rights, interests, and benefits under the Agreement, including, but not limited to, the right to further assign, sell or transfer such rights, interests, and benefits and the right to institute and prosecute all proceedings and take all action that Assignee, in its discretion, shall deem necessary or proper to enforce any provision thereof.

3. Assignor represents and warrants:

a) Assignor has all requisite power and authority to own or have an interest in the rights assigned hereunder and to execute, deliver and perform this Assignment.

b) This Assignment constitutes a legal, valid and binding obligation of Assignor and does not violate or conflict with, result in a breach of or constitute a default under (or an event which with due notice or lapse of time, or both, would constitute a breach of or default under) or result in the creation of any lien, security interest or other encumbrance under (i) any note, agreement, contract, license, instrument, lease or other obligation to which Assignor is a party or by which it is bound, (ii) any judgment, order, decree, ruling or injunction, or (iii) any statute, law, regulation or rule of any governmental agency or authority.

c) Assignor has not heretofore assigned, transferred, mortgaged, encumbered or conveyed the rights assigned hereunder to any person or entity other than Assignee.

4. Upon the request of Assignee, Assignor shall cooperate with Assignee and shall execute and deliver all documents, applications and oaths necessary or desirable to vest title in the Assignee of the trademarks listed in Exhibit A. Assignor shall otherwise comply with and shall execute and deliver all documents necessary to assign all rights, interest, and benefits under the trademarks listed in Exhibit A to Assignee.

IN WITNESS WHEREOF, Assignor has executed this Assignment this 30<sup>th</sup> day of JUNE, 2000.

ASSIGNOR:

LONZA INC.

Gary E Williams

By: GARY E. WILLIAMS

Title: Vice President

STATE OF New York )  
COUNTY OF New York ) SS.

On this 30<sup>th</sup> day of June, 2000, before me, a notary public, in and for the aforementioned state and county, personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing her name thereto.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Date: JUNE 30, 2000

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_

**DAWN M. SCHOENIG**  
**NOTARY PUBLIC, State of New York**  
**No. 01SC4900811**  
**Qualified in Suffolk County**  
**Certificate Filed in New York County**  
**Commission Expires August 3, 2001**

**EXHIBIT A**  
**Trademarks**

**Hystar**

Registration # 1310645

Filed 2/27/1984

**Hydex**

Registration # 1,652,835

Filed 8/13/1990

**Glystar**

Registration # 1,684,949

Filed 8/17/1990

SANA HAKIM  
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0111879-001

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312.372.1121 FAX 312.372.2098

OFFICES IN CHICAGO  
AND WASHINGTON, D.C.

July 26, 2000



Commissioner of Patents and Trademarks  
BOX ASSIGNMENTS  
Washington, D.C. 20231

07-26-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #70

Attn: Trademark Assignment Branch

**Re: Recordation of Assignment of Trademark**  
**Registrant: Lonza, Inc.**

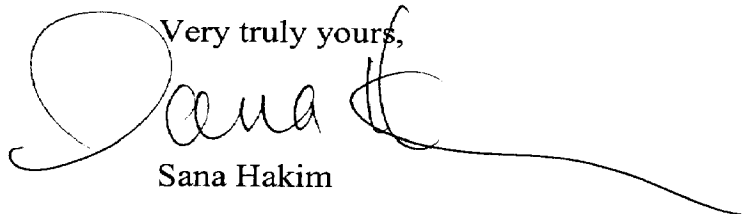
Dear Sir/Madam:

Enclosed for recordation please find:

- (1) An Assignment of Trademark between Lonza, Inc. and SPI Polyols, Inc. dated June 30, 2000;
- (2) A Recordation Form Cover Sheet for Trademarks;
- (3) A check in the amount of \$90.00 in payment of the recordation fees; and
- (4) A postcard which we ask you to date stamp and return.

If additional fees are required, the Commissioner is hereby authorized to deduct the required fee from deposit account No. 02-1818. Please reference attorney docket No. 0111879-001 on all related correspondence.

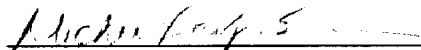
If you have any questions, please feel free to contact me.

Very truly yours,  
  
Sana Hakim

SH:mcf  
Enclosures  
cc: Paul T. Metzger, Esq.

Certificate of Express Mail

I Michelle Foy Swierczynski hereby certify that the foregoing Assignment for Trademark of Trademarks is being deposited with the United States Postal Service as Express Mail, postage prepaid, in an envelope addressed to Assistant Commissioner for Trademarks, BOX ASSIGNMENTS, 2900 Crystal Drive, Arlington Virginia 22202-3513 on this 26th day of July, 2000.

  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Express Mail Label Number

**EL506142575US**