

11-27-2000



U.S. Department of Commerce
Patent and Trademark Office

101526152

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)
Pilot Chemical Corp.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State Delaware
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 11, 2000

2. Name and address of receiving party(ies):
 Name: Pilot Chemical Holdings, Inc.
 Internal Address: _____
 Street Address: 11756 Burke Street
 City: Santa Fe Springs State: CA Zip: 90670

Individual(s) citizenship _____
 Association _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation - State: Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional Name(s) & address(es) attached:
 Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s): _____
 Additional numbers attached? _____

B. Trademark Registration No.(s): 1,967,913
 Yes X No

5. Name and address of party to whom correspondence concerning documents should be mailed:
 Name: Mandy Robertson-Bora
 Internal Address: Gibson, Dunn & Crutcher LLP
Suite 4000
 Street Address: 2029 Century Park East
 City Los Angeles State CA Zip 90067

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ _____
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 50-0792
 (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.

Mandy Robertson-Bora Mandy Robertson-Bora November 7, 2000
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 3

OMB No. 0651-0011 Do not detach this portion

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing this document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

*Change 40.00
No Spec
Fee*

ASSIGNMENT AND CONTRIBUTION AGREEMENT

THIS ASSIGNMENT AND CONTRIBUTION AGREEMENT (the "Assignment"), dated as of October 30, 2000, is by and between Pilot Chemical Corp., a Delaware corporation ("Pilot"), and Pilot Chemical Holdings, Inc., a Delaware corporation, the sole stockholder of which is Pilot ("Pilot Holdings").

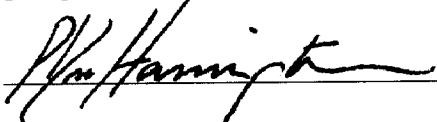
WITNESSETH:

WHEREAS, Pilot desires to contribute and assign its rights and delegate its obligations under the asset listed on Exhibit A to Pilot Holdings and Pilot Holdings desires to acquire such rights and assume such obligations from Pilot;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Pilot hereby contributes, assigns and transfers to Pilot Holdings all of Pilot's rights, title, interest, and obligations under the asset listed on Exhibit A, and Pilot Holdings hereby assumes all of Pilot's rights, title, interest and obligations under the asset listed on Exhibit A hereto.

IN WITNESS WHEREOF, Pilot and Pilot Holdings have duly executed this Assignment and Contribution Agreement as of the date first written above.

PILOT CHEMICAL CORP.

By: 

PILOT CHEMICAL HOLDINGS, INC.

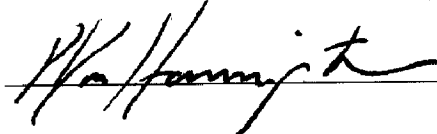
By: 

EXHIBIT A

Trademark	U.S. Registration Number	Date of Issue
CalBlend	1,967,913	4/16/96

EXHIBIT A

Trademarks

Trademark	U.S. Registration Number	Date of Issue
Calfoam	1,593,746	5/1/90
Aristonate	1,155,209	5/26/81
Aristol	1,291,732	8/28/84
Pilot	784,642	2/9/65
Calamide	789,848	5/25/65
Calimulse	789,847	5/25/65
Calsuds	798,917	11/16/65
Calsoft	802,905	2/1/66
CalBlend	1,967,903	4/16/96
Caltaine	1,969,445	4/23/96
Calfax	1,537,094	5/2/89

Patents

Brief Patent Description	Number	Date
ADL Ultra A	5,360,457	11/1/94
AEP Disulfonate	5,451,238	9/19/95
Hydroxylamine Salts of Disulfonates in Blends	5,460,632	10/24/95
Hydroxylamine Salts of Disulfonates	5,507,867	4/16/96
Piperazine Salts as Components	5,656,683	8/12/97
Sulfated Addition Products	4,533,486	8/6/85

Stock Ownership

All of the outstanding shares of the capital stock of:
Pilot Chemical of California, a California corporation
Pilot Laboratories, Inc. a New Jersey Corporation
Pilot Chemical Company of Ohio, an Ohio corporation
Pilot Industries of Texas, a Texas corporation

Assignment and Contribution Agreement

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TRADEMARK
REEL: 002151 FRAME: 0898

ASSIGNMENT AND CONTRIBUTION AGREEMENT

THIS ASSIGNMENT AND CONTRIBUTION AGREEMENT (the "Assignment"), dated as of July 11, 2000, is by and between Pilot Chemical Corp., a Delaware corporation ("Pilot"), and Pilot Chemical Holdings, Inc., a Delaware corporation, the sole stockholder of which is Pilot ("Pilot Holdings").

WITNESSETH:

WHEREAS, Pilot desires to contribute and assign its rights and delegate its obligations under all of its assets as listed on Exhibit A to Pilot Holdings and Pilot Holdings desires to acquire such rights and assume such obligations from Pilot;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Pilot hereby contributes, assigns and transfers to Pilot Holdings all of Pilot's rights, title, interest, and obligations under the assets listed on Exhibit A, and Pilot Holdings hereby assumes all of Pilot's rights, title, interest and obligations under the assets listed on Exhibit A hereto.

IN WITNESS WHEREOF, Pilot and Pilot Holdings have duly executed this Assignment and Contribution Agreement as of the date first written above.

PILOT CHEMICAL CORP.

By: *[Signature]*
VP-CFO

PILOT CHEMICAL HOLDINGS, INC.

By: *[Signature]*
VP-CFO

Assignment and Contribution Agreement

November 7, 2000

Page 2

authorizes you to deduct the deficient amount from our deposit account, in an amount not to exceed \$40.00, pursuant to the authorization below.

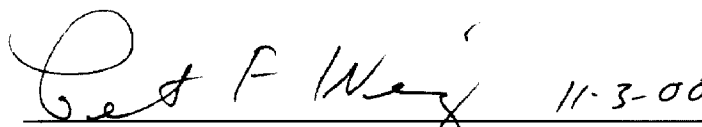
Should you have any questions regarding this request for correction, please do not hesitate to call me at the phone number above.

Very truly yours,



Mandy Robertson-Bora
Senior Paralegal

The undersigned attorney hereby authorizes the deficiency of any fees to be charged to deposit account no. 50-0792, in an amount not to exceed \$40.00.



Peter F. Weinberg, Reg. No. 40,866
Gibson, Dunn & Crutcher LLP
1801 California St.
Suite 4100
Denver, CO 80202
Telephone: (303) 298-5901
Fax: (303) 296-5310

AR/ar/enclosures

cc: Dina Sayegh, Esq. (w/ enclosures)
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