

10-13-2000



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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
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

Mark if additional names of receiving parties

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- 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.)

FOR OFFICE USE ONLY

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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: 2154 FRAME: 0644

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="1,477,685"/>	<input type="text" value="1,644,408"/>	<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.

Name of Person Signing Signature Date Signed

ASSIGNMENT

THIS ASSIGNMENT, from Assignor, SKW Americas, Inc., a corporation duly organized and doing business under the laws of the State of Delaware, with its principal place of business at 23700 Chagrin Boulevard, Cleveland, Ohio 44122-5554, to Assignee, MBT Holding AG, a corporation duly organized and doing business under the laws of the country of Switzerland, with its principal place of business at Vulkanstrasse 110, CH-8048 Zürich, Switzerland;

WHEREAS, SKW Americas, Inc. is the owner of the marks and the corresponding United States Registrations listed on Schedule A attached hereto by virtue of an assignment from Integrated Chemical Products Acquisition Statutory Trust;

WHEREAS, on April 1, 1999, SKW Americas, Inc., for good and sufficient consideration, sold, assigned and transferred all of the tangible and intangible properties and assets, including the Owned Intellectual Property and goodwill associated therewith, acquired from Integrated Chemical Products Acquisition Statutory Trust to MBT Holding AG as shown in Exhibit 1 attached hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SKW Americas, Inc. hereby sells, assigns and transfers to MBT Holding AG, *nunc pro tunc*, effective this 1st day of April, 1999, all right, title and interest in and to the marks listed on Schedule A attached hereto and all applications and registrations in the United States and in all countries foreign to the United States for the marks listed on Schedule A attached hereto, together with the goodwill of the business in connection with which the marks listed on Schedule A are used and which are symbolized by the marks listed on Schedule A along with the right to recover for damages and profits for past infringements thereof.

SKW AMERICAS, INC.

By: 

Name: Peter A. Vinocur

Title: Vice President and Chief Legal Officer

SCHEDULE A

<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Application Date</u>
1,477,685	February 23, 1988	73/667,250	June 16, 1987
1,644,408	May 14, 1991	74/011,724	December 18, 1989

Bill of Sale and Assignment of Owned Intellectual Property

THIS BILL OF SALE AND ASSIGNMENT dated as of July 12, 1999 from SKW Americas, Inc., a Delaware corporation (hereinafter referred to as "SKW"), to MBT Holding AG, a Swiss corporation (hereinafter called "MBT")

WITNESSETH

WHEREAS, SKW and Integrated Chemical Products Acquisition Statutory Trust, a Connecticut Statutory Trust, ("ICA"), executed a certain Purchase Agreement dated as of March 29, 1999 (the "ICA Agreement"), pursuant to which SKW, through itself or one or more of its Affiliates, undertook to purchase and assume from ICA all of the tangible and intangible assets of the Business and all Liabilities related thereto including all of the intangible assets and business of the U.S. subsidiaries and all liabilities related thereto;

WHEREAS, under the ICA Agreement, and effective as of March 31, 1999, SKW acquired all of ICA's right, title and interest in and to the Owned Intellectual Property including the good will associated therewith; and

WHEREAS, concurrently herewith MBT and SKW have entered into a Purchase Agreement (the "Purchase Agreement") pursuant to which MBT is purchasing the Owned Intellectual Property from SKW.

NOW, THEREFORE, for good and adequate consideration as described in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, SKW does hereby grant, bargain, sell, assign, deliver, transfer and set over unto MBT, free and clear of any liens, encumbrances, security interests or other restrictions of any nature or kind whatsoever, to have and to hold unto MBT, its successors and assigns forever, all right, title, and interest of SKW in and to the Owned Intellectual Property, together with all good will of SKW associated therewith, and the right to sue for any patent, trademark or copyright infringements. The aforementioned sale, assignment, delivery and transfer to be deemed effective as of April 1, 1999.

1. All capitalized terms used herein and in the Recitals above mentioned, unless otherwise defined or the context otherwise requires, shall have the meanings ascribed to such terms in the ICA Agreement.
2. The assignment, transfer, and conveyance of the rights, title and interest of SKW described herein is made under and in connection with the representations, warranties, and covenants contained in the ICA Agreement and/or the Purchase Agreement.
3. SKW agrees to execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required by MBT from time to time for the better assigning, transferring, granting, conveying, assuring and

confirming to MBT, or for the aiding and assisting and the reducing to possession by MBT of any of the rights, title, and interests assigned by SKW hereunder, including the right to have the Owned Intellectual Property assigned to MBT from the current registered owner(s) thereof, if so requested by MBT.

IN WITNESS WHEREOF, SKW has executed this Bill of Sale and Assignment by its duly authorized officer on the date first above written.

WITNESS:

SKW AMERICAS, INC.

Gary A. Bumbel
Carol Silverman

By:

Gary A. Bumbel

Its:

Vice President

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this date personally appeared GARY A. BUMBEL, who acknowledged that he is the Vice President of SKW Americas, Inc.; and that he, as Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name in his capacity as Vice President, and that the same is the binding act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of July, 1999.

Peter A. Vincour

Notary Public

Peter A. Vincour

(Printed Signature)

My Commission Expires:
Peter A. Vincour, Attorney At Law
Notary Public - State of Ohio
My Commission has no expiration date
Section 147.03 R. C.

My County of Residence:

Cuyahoga