

10-23-2000



101494007

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

Conveyance Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year  
04-01-1999

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving

Mark if additional names of receiving parties

Name

DBA/AKATA

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.)

FOR OFFICE USE ONLY

01 FC:481 40.00 UP  
02 FC:482 450.00 UP

**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" value="75/667,275"/>	<input type="text" value="75/667,492"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,648,158"/>	<input type="text" value="1,683,503"/>	<input type="text" value="2,201,240"/>
<input type="text" value="1,675,875"/>	<input type="text" value="2,087,625"/>	<input type="text" value="1,808,478"/>
<input type="text" value="952,560"/>	<input type="text" value="1,669,065"/>	<input type="text" value="1,808,709"/>

**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.) #

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.

Joseph G. Curatolo (Reg. No. 28,837)  
Name of Person Signing

  
Signature

Oct 4, 2000  
Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
04 01 1999

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

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 the Assignment.)

**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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
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**Registration Number(s)**

<input type="text" value="2,356,627"/>	<input type="text" value="2,287,580"/>	<input type="text" value="1,756,867"/>
<input type="text" value="2,334,558"/>	<input type="text" value="2,100,139"/>	<input type="text" value="2,082,374"/>
<input type="text" value="2,120,462"/>	<input type="text" value="2,149,234"/>	<input type="text"/>
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**ASSIGNMENT**

THIS ASSIGNMENT, effective as of April 1, 1999, from Assignor, SKW Americas, Inc., a corporation duly organized and doing business under the laws of the state of Delaware, having a principal place of business at 23700 Chagrin Boulevard, Cleveland, Ohio 44122, 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. acquired the marks listed on Schedule A by virtue of assignment from Integrated Chemical Products Acquisition Statutory Trust, formerly Oregon Research and Development Corporation, a corporation formerly organized and doing business under the laws of the state of Oregon, with its principal place of business at 1895 16<sup>th</sup> Street SE, Salem, Oregon 97302, as shown in Exhibit 1 attached hereto;

WHEREAS, SKW Americas, Inc., on July 12, 1999, granted, bargained, sold, assigned, delivered, transferred and set over to MBT Holding AG certain Owned Intellectual Property, as set forth in a Bill of Sale and Assignment of Owned Intellectual Property, which was effective as of April 1, 1999, as shown in Exhibit 2 attached hereto;

WHEREAS, SKW Americas, Inc., pursuant to numbered paragraph 3 of Exhibit 2, in which SKW Americas, Inc. agreed 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 Holding AG from time to time for the better assigning, transferring, granting, conveying, assuring and confirming to MBT Holding AG, or for the aiding and assisting and the reducing to possession by MBT Holding AG of any of the rights, title, and interests assigned by SKW Americas, Inc. hereunder, including the right to have the Owned Intellectual Property assigned to MBT

Holding AG from the current registered owner(s) thereof, if so requested by MBT Holding AG;

WHEREAS, the Owned Intellectual Property includes the marks listed on Schedule A attached hereto;

NOW, THEREFORE, SKW Americas, Inc. hereby perfects the sale, assignment and transfer to MBT Holding AG of the entire 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: Peter A Vinocur

Name: Peter A. Vinocur

Title: Vice President and Chief Legal Officer

**SCHEDULE A**

UNITED STATES

Mark	ApplicationNo.	Filing Date	Registration No.	Registration Date
ELASTO-SEAL	74/090,594	22 August 1990	1,648,158	18 June 1991
KOTE-A-DECK	74/118,164	26 November 1990	1,683,503	4 April 1992
KOTE-A-DECK	75/337,869	19 May 1982	2,201,240	3 November 1998
MOBILE COAT	74/118,160	26 November 1990	1,675,875	18 February 1992
ROOFER'S BEST	75/154,136	14 August 1996	2,087,625	12 August 1997
SNOW COAT	74/171,504	29 May 1992	1,808,478	30 November 1993
SNOW COAT & Design	406,319	29 October 1971	952,560	6 February 1973
SNOW ROOF	74/086,731	10 August 1990	1,669,065	24 December 1991
SNOW ROOF SYSTEMS	74/314,156	15 September 1992	1,808,709	7 December 1993
SNOW ROOF SYSTEMS BASEMENT SEALER	75/504,830	18 June 1998	2,356,627	13 June 2000
SNOW ROOF SYSTEMS POLAR CAP	75/510,902	30 June 1998	2,287,580	19 October 1999
SNOW ROOF SYSTEMS ROOF GUARDIAN	74/290,066	30 June 1992	1,756,867	9 March 1993
SNOW ROOF SYSTEMS ROOF PATCH	75/510,652	30 June 1998	2,334,558	28 March 2000
SNOW ROOF SYSTEMS SAFE T KOTE	75/037,920	27 December 1995	2,100,139	23 September 1997
SNOW ROOF SYSTEMS SAFE T PRIME	75/037,921	27 December 1995	2,082,374	22 July 1997
YOU NOW WHAT TO DO; HERE'S HOW TO DO IT	75/090,398	17 April 1996	2,120,462	9 December 1997
YOU NOW WHAT TO DO; HERE'S HOW TO DO IT & Design	75/258,988	17 March 1997	2,149,234	7 April 1998
STORM PATCH	75/667,275	25 March 1999		
SNOW ROOF SYSTEMS STORM PATCH	75/667,492	24 March 1999		

**ASSIGNMENT**

THIS ASSIGNMENT, effective as of March 31, 1999, from Assignor, Integrated Chemical Products Acquisition Statutory Trust, a Connecticut Statutory Trust, formerly doing business as Oregon Research and Development Corporation, to Assignee, SKW Americas, Inc., a corporation duly organized and doing business under the laws of the state of Delaware, having a principal place of business at 23700 Chagrin Boulevard, Cleveland, Ohio 44122;

WHEREAS, Oregon Research and Development Corporation, a corporation formerly organized and doing business under the laws of the state of Oregon, with its principal place of business at 1895 16<sup>th</sup> Street SE, Salem, Oregon 97302, owned the marks listed on Schedule A attached hereto;

WHEREAS, ICP Acquisition, Inc., which was formed on January 19, 1999, as shown in Exhibit 1, was wholly owned by Integrated Chemical Products Acquisition Statutory Trust; and

WHEREAS, ICP Acquisition, Inc. merged with and into HSC Holdings, Inc. on March 29, 1999, as shown in Exhibit 2; and

WHEREAS, Oregon Research and Development Corporation, merged with and into Harris Specialty Chemicals, Inc. on March 30, 1999, as shown in Exhibit 3; and

WHEREAS, Harris Specialty Chemicals, Inc. merged with and into HSC Holdings, Inc. on March 30, 1999, as shown in Exhibit 4; and

WHEREAS, HSC Holdings, Inc. was dissolved on March 30, 1999, as shown in Exhibit 5, whereby the assets of HSC Holdings, Inc. became wholly owned by Integrated Chemical Products Acquisition Statutory Trust; and

WHEREAS, SKW Americas, Inc., on March 31, 1999, purchased all of the assets of Integrated Chemical Products Acquisition Statutory Trust on behalf of itself and its affiliates;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Integrated Chemical Products Acquisition Statutory Trust hereby sells, assigns and transfers to SKW Americas, Inc. 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.

INTEGRATED CHEMICAL PRODUCTS  
ACQUISITION STATUTORY TRUST

SKW AMERICAS, INC.

By: *Peter A Vinocur*

By: *Peter A Vinocur*

Name: Peter A. Vinocur

Name: Peter A Vinocur

Title: Representative and Attorney-In-Fact

Title: Vice President and Chief Legal Officer



**SCHEDULE A**

UNITED STATES

Mark	ApplicationNo.	Filing Date	Registration No.	Registration Date
ELASTO-SEAL	74/090,594	22 August 1990	1,648,158	18 June 1991
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STORM PATCH	75/667,275	25 March 1999		
SNOW ROOF SYSTEMS STORM PATCH	75/667,492	24 March 1999		

COPY

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "ICP-ACQUISITION, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE NINETEENTH DAY OF JANUARY, A.D. 1999, AT 6 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-NINTH DAY OF MARCH, A.D. 1999, AT 3:45 O'CLOCK P.M.



*Edward J. Freel*

Edward J. Freel, Secretary of State

2994588 8100H

001187427

AUTHENTICATION: 0377621

DATE: 04-12-00

TRADEMARK  
REEL: 002159 FRAME: 0134

COPY

**CERTIFICATE OF INCORPORATION**  
**OF**  
**ICP ACQUISITION, INC.**

**ARTICLE I**

Name

The name of the corporation is ICP Acquisition, Inc. (the "Corporation").

**ARTICLE II**

Registered Office and Registered Agent

The street address of the initial registered office of the Corporation in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

**ARTICLE III**

Corporate Purpose

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "General Corporation Law").

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## ARTICLE IV

### Capital Stock

The aggregate number of shares of all classes of stock that the Corporation shall have authority to issue is 1,000, all of which shall be shares of Common Stock, no par value per share.

## ARTICLE V

### Directors

(1) The number of directors constituting the initial board of directors of the Corporation is one, and the name and address of the person who is to serve as director until the first annual meeting of shareholders or until his successors are elected and shall qualify are as follows:

<u>Name</u>	<u>Address</u>
Douglas Wolf	ICA 220 Jackson Street, Suite 2000 San Francisco, CA 94111

(2) Elections of directors of the Corporation need not be by written ballot.

(3) To the fullest extent permitted by the General Corporation Law as it now exists and as it may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

## ARTICLE VI

### Indemnification of Directors, Officers and Others

(1) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as

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a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(2) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(3) To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections (1) and (2) of this Article VI, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(4) Any indemnification under Sections (1) and (2) of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in such Sections (1) and (2). Such determination shall be made (a) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (b)

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if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (c) by the stockholders.

(5) Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VI. Such expenses (including attorneys' fees) incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors of the Corporation deems appropriate.

(6) The indemnification and advancement of expenses provided by, or granted pursuant to, the other sections of this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any law, by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

(7) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of Section 145 of the General Corporation Law.

(8) For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(9) For purposes of this Article VI, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of

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the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves service by, such director, officer, employee or agent with respect to any employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VI.

(10) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

## ARTICLE VII

### By-Laws

The directors of the Corporation shall have the power to adopt, amend or repeal by-laws.

## ARTICLE VIII

### Reorganization

Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be

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binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

## ARTICLE IX

### Amendment

The Corporation reserves the right to amend, alter, change or repeal any provision of this Certificate of Incorporation, in the manner now or hereafter prescribed by law, and all rights conferred on stockholders in this Certificate of Incorporation are subject to this reservation.

## ARTICLE X

### Incorporator

The name and mailing address of the sole incorporator is as follows:

<u>Name</u>	<u>Mailing Address</u>
Elizabeth F. Simpson	Shearman & Sterling 1550 El Camino Real, Suite 100 Menlo Park, CA 94025

I, THE UNDERSIGNED, being the sole incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate of Incorporation, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 19<sup>th</sup> day of January, 1999.

  
By: Elizabeth F. Simpson  
Title: Incorporator

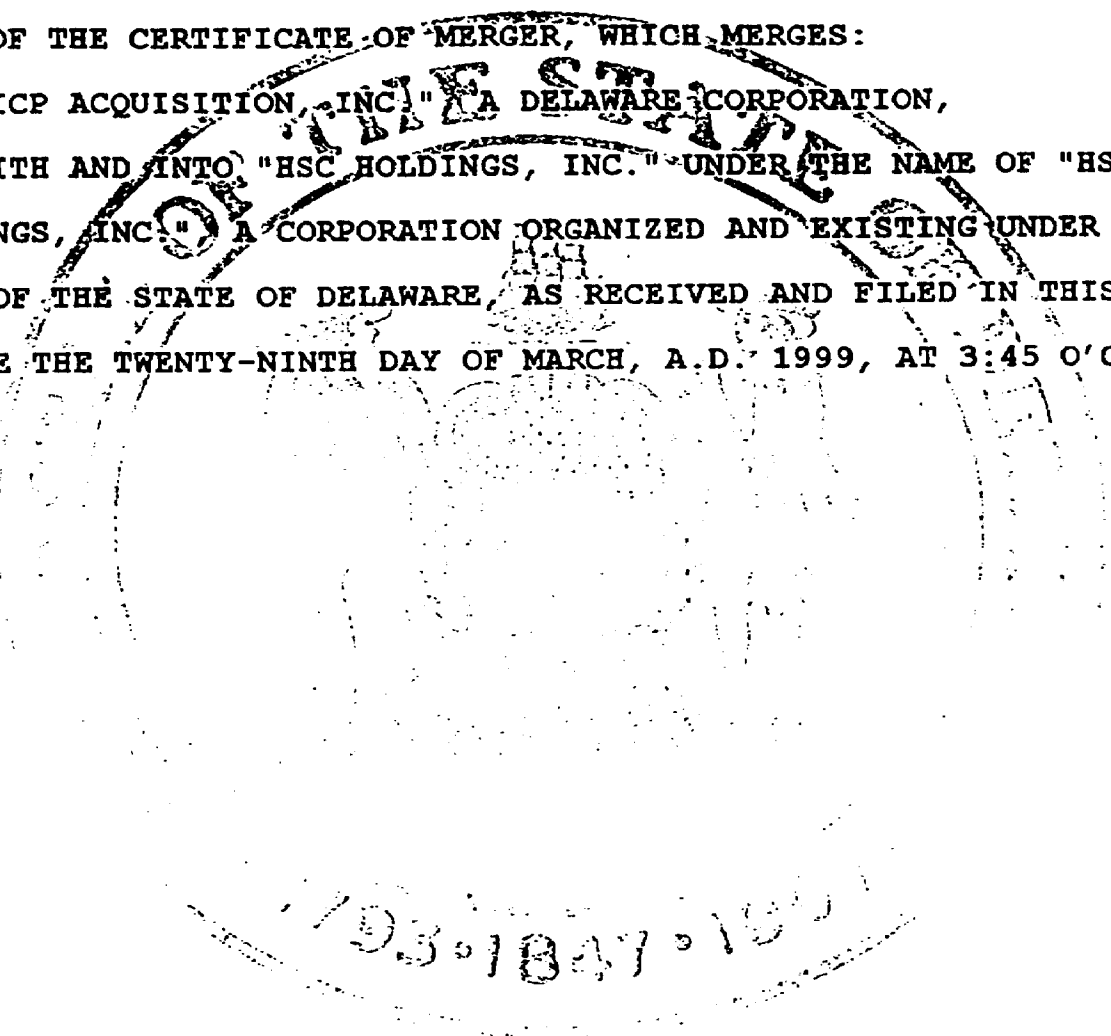


Office of the Secretary of State

COPY

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ICP ACQUISITION, INC." A DELAWARE CORPORATION, WITH AND INTO "HSC HOLDINGS, INC." UNDER THE NAME OF "HSC HOLDINGS, INC." A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF MARCH, A.D. 1999, AT 3:45 O'CLOCK P.M.



*Edward J. Freel*

Edward J. Freel, Secretary of State

2356257 8100M

001187427

AUTHENTICATION: 0377622

DATE: 04-12-00

TRADEMARK  
REEL: 002159 FRAME: 0141

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MAR-29-99 03:38 PM J T KAISER

16103887849

P.02

03/29/99 14:16 FAX 212 832 1476

DBEYO16E NY #8

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CERTIFICATE OF MERGER

MERGING

ICP ACQUISITION, INC.

WITH AND INTO

HSC HOLDINGS, INC.

ICP Acquisition, Inc., a Delaware corporation ("ICP"), and HSC Holdings, Inc., a Delaware corporation ("HSC"), DO HEREBY CERTIFY AS FOLLOWS:

FIRST: That ICP was originally incorporated on January 19, 1999, pursuant to the General Corporation Law of the State of Delaware (the "General Corporation Law"), and that HSC was originally incorporated on October 21, 1993, pursuant to the General Corporation Law.

SECOND: That an Agreement and Plan of Merger, dated as of January 26, 1999 (the "Merger Agreement"), capitalized terms otherwise not defined herein being used herein as herein defined), between ICP and HSC has been approved, adopted, certified, executed and acknowledged by each of ICP and HSC in accordance with Section 251(c) of the General Corporation Law.

THIRD: That ICP shall be merged with and into HSC and the separate existence of ICP shall (hereupon cease, and HSC shall continue as the surviving corporation (the "Surviving Corporation").

FOURTH: That on the date hereof and by virtue of the Merger: (i) each share of Common Stock, par value \$0.01 per share, of HSC which is held by HSC or any of its subsidiaries shall be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor; (ii) each share of Common Stock issued and outstanding as of the date hereof, other than those held by HSC or any of its subsidiaries, shall be converted into and represent the right to receive the Per Share Merger Consideration; (iii) each Option to purchase shares of Common Stock of HSC shall be canceled and extinguished solely in consideration for the right to receive an Option Cancellation Payment so that no options are exercisable after the date hereof; (iv) each Warrant to purchase shares of Common Stock of HSC shall be canceled and extinguished solely in consideration for the right to receive a Warrant Cancellation Payment; and (iii) each of the 1,000 issued and outstanding shares of ICP shall be converted into and become one fully paid and nonassessable share of common stock of the Surviving Corporation.

FIFTH: That the Certificate of Incorporation of HSC, as heretofore amended, is set forth in its entirety and attached hereto as Exhibit A, and all the terms and provisions thereof are hereby incorporated in this Certificate of Merger and made a part hereof with the same force and effect as if herein set forth in full; and, from and after the effective date of the merger and until further amended as provided by law, said Exhibit A, separate and apart from this Certificate

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STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
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of Merger shall be, and may be separately certified as, the Certificate of Incorporation, as amended, of the Surviving Corporation.

SIXTH: That an executed copy of the Merger Agreement is on file at the principal place of business of the Surviving Corporation at the following address:

HSC Holdings, Inc.  
10245 Centurion Parkway N.  
Jacksonville, FL 32236-0564

SEVENTH: That a copy of the Merger Agreement will be furnished by the Surviving Corporation, on request, and without cost, to any stockholder of ICP or HSC.

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IN WITNESS WHEREOF, ICP has caused this Certificate of Merger to be signed by Larry Austin, its President, and attested by Linda Austin, its Secretary, and HSC has caused this Certificate of Merger to be signed by ~~Thomas Clayton~~ *Thomas Clayton* its Secretary, each as of this 29th day of March, 1999. *Senior Vice President and Chief Financial Officer*

ICP ACQUISITION, INC.

By: *Larry Austin*  
Name: Larry Austin  
Title: President

ATTEST:

*Linda Austin*  
Name: Linda Austin  
Title: Secretary

HSC HOLDINGS, INC.

By: *Michael Rowley*  
Name: MICHAEL ROWLEY  
Title: ~~President~~ *Senior Vice President and Chief Financial Officer*

ATTEST:

*Thomas Clayton*  
Name: THOMAS CLAYTON  
Title: Secretary

SPDC091/17103 3

CERTIFICATE

# State of Oregon

OFFICE OF THE SECRETARY OF STATE  
Corporation Division

I, PHIL KEISLING, Secretary of State of Oregon, and Custodian of the Seal of said State, do hereby certify:

**OREGON RESEARCH & DEVELOPMENT CORPORATION**

was  
incorporated  
under the Oregon  
Business Corporation Act  
on  
December 29, 1983  
and is active on the records of the Corporation Division as  
of the date of this certificate.

*In Testimony Whereof, I have hereunto set  
my hand and affixed hereto the Seal of the  
State of Oregon.*

PHIL KEISLING, Secretary of State



By Sally L. Burdick  
Sally L. Burdick  
March 30, 1999

173555-12

ARTICLES OF MERGER

FILED

OF

MAR 30 1999

OREGON RESEARCH & DEVELOPMENT CORPORATION  
(an Oregon corporation)

OREGON  
SECRETARY OF STATE

AND

HARRIS SPECIALTY CHEMICALS, INC.  
(a Delaware corporation)

The undersigned corporations hereby submit these Articles of Merger pursuant to Section 60.494 of the Oregon Business Corporation Act (the "Oregon Statutes"), and certify that:

1. Oregon Research & Development Corporation, an Oregon corporation with registry number 173555-12 (the "Merging Subsidiary"), and a wholly-owned subsidiary of Harris Specialty Chemicals, Inc., a Delaware corporation, (the "Parent"), shall be merged with and into the Parent, which shall be the surviving corporation (the "Surviving Corporation").
2. The Plan of Merger (as hereinafter defined) pursuant to which the Merging Subsidiary shall be merged with and into the Parent (the "Merger") was adopted pursuant to Section 253 of the Delaware General Corporation Law by the Board of Directors of the Parent (the sole shareholder of the Merging Subsidiary) on March 30, 1999 and by the Board of Directors of the Merging Subsidiary on March 30, 1999. The Plan of Merger was adopted by the sole shareholder of the Parent on March 30, 1999 and by the sole shareholder of the Merging Subsidiary on March 30, 1999.
3. The Merger shall become effective (the "Effective Time") as of the later of the filing of the Certificate of Ownership and Merger with the Secretary of State of the State of Delaware and the filing of these Articles of Merger with the Secretary of State of the State of Oregon.
4. The Merger shall be carried out in accordance with the following plan of merger (the "Plan of Merger"):
  - A. All of the issued and outstanding shares of common stock of the Merging Subsidiary are presently owned and held by the Parent. Parent, as the sole shareholder of the Merging Subsidiary, has agreed that no additional shares of Parent common stock, or other securities, cash or other property, shall be issued by Parent or any other corporation in conversion of, or in exchange for, the Merging Subsidiary common stock. Therefore, upon the Effective Time, without any further action on the part of any party, each issued and outstanding share of

common stock of the Merging Subsidiary shall be canceled. Share certificates which, prior to the Effective Time, represented shares of common stock of the Merging Subsidiary shall be deemed canceled as of the Effective Time.

B. The Parent, which is the sole shareholder of the Merging Subsidiary, has approved the Merger. There are no holders of shares of common stock of the Merging Subsidiary who may dissent from the Merger pursuant to Section 60.561 of the Oregon Statutes and thereby be entitled, upon compliance with the provisions of the Oregon Statutes regarding the rights of dissenting shareholders, to be paid the fair value of their shares.

5. The Board of Directors of Parent, as the sole shareholder of the Merging Subsidiary, by action approved March 30, 1999, waived the requirement to receive by mail a copy of the Plan of Merger in accordance with Section 60.491 of the Oregon Statutes.

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IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the constituent corporations by their authorized officers as of March 30, 1999.

OREGON RESEARCH & DEVELOPMENT CORPORATION

By: Larry J. Austin  
Name: Larry Austin  
Title: President

HARRIS SPECIALTY CHEMICALS, INC.

By: Larry J. Austin  
Name: Larry Austin  
Title: President

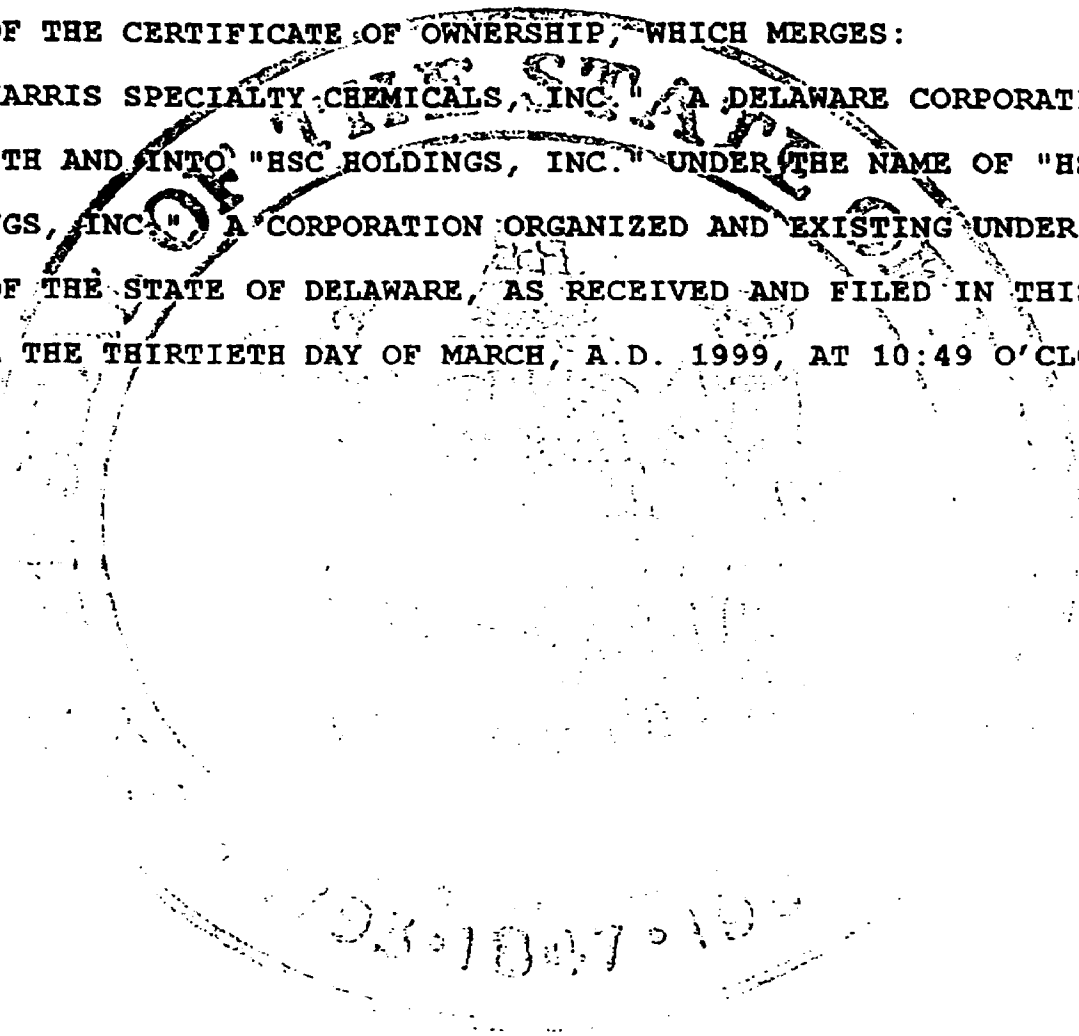


State of Delaware  
Office of the Secretary of State

COPY

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"HARRIS SPECIALTY CHEMICALS, INC." A DELAWARE CORPORATION, WITH AND INTO "HSC HOLDINGS, INC." UNDER THE NAME OF "HSC HOLDINGS, INC." A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF MARCH, A.D. 1999, AT 10:49 O'CLOCK A.M.



*Edward J. Freel*

Edward J. Freel, Secretary of State

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AUTHENTICATION: 0377629

DATE: 04-12-00

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**CERTIFICATE OF OWNERSHIP AND MERGER  
MERCING  
HARRIS SPECIALTY CHEMICALS, INC.  
WITH AND INTO  
HSC HOLDINGS, INC.**

Pursuant to Section 253 of the General Corporation Law  
of the State of Delaware

HSC Holdings, Inc., a Delaware corporation (the "Corporation"), HEREBY  
CERTIFIES AS FOLLOWS:

FIRST: The Corporation is a corporation incorporated on October 21, 1993,  
under the laws of the State of Delaware.

SECOND: The Corporation owns all the outstanding capital stock of Harris  
Specialty Chemicals, Inc., a corporation incorporated on January 18, 1994, under the laws of the  
State of Delaware ("Harris").

THIRD: The Corporation, by the following resolutions of its Board of Directors,  
duly adopted by unanimous written consent of its members, filed with the minutes of its Board of  
Directors, as of March 30, 1999, determined to merge Harris with and into the Corporation:

RESOLVED, that the Corporation merge Harris, a Delaware corporation and wholly-  
owned subsidiary of the Corporation, with and into the Corporation (the "Merger");

RESOLVED, that the Merger shall become effective (the "Effective Time") at the  
time of the filing of a Certificate of Ownership and Merger with the Secretary of State of the  
State of Delaware in accordance with the provisions of the General Corporation Law of the  
State of Delaware;

RESOLVED that, at the Effective Time, the separate existence of Harris shall cease,  
Harris shall be merged with and into the Corporation, which shall be the surviving corporation  
(the "Surviving Corporation"), and the Surviving Corporation, without further action, shall  
possess all the rights, privileges, powers and franchises, public and private, of both the  
Corporation and Harris and shall be subject to all the debts, liabilities, obligations, restrictions,  
disabilities and duties of both the Corporation and Harris;

RESOLVED, that the Certificate of Incorporation of the Corporation, as in effect  
immediately prior to the Effective Time, shall be the Certificate of Incorporation of the  
Surviving Corporation until thereafter amended as provided by law or such Certificate of

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**COPY**

Incorporation, and the Bylaws of the Harris, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended as provided by law or such Bylaws;

RESOLVED, that, at the Effective Time, each share of the Common Stock, par value \$0.01 per share, of Harris, which is issued and outstanding immediately prior to the Effective time, shall be deemed canceled;

RESOLVED, that, at the Effective Time, each share of the Common Stock, par value \$0.01 per share, of the Corporation, which is issued and outstanding immediately prior to the Effective Time, shall remain outstanding following the Effective Time;

RESOLVED, that the directors of the Corporation as of the Effective Time shall be the directors of the Surviving Corporation, until their successors are duly elected or appointed and the officers of Harris as of the Effective Time shall be the officers of the Surviving Corporation, until their successors are duly elected or appointed;

RESOLVED, that the proper officers of the Corporation be, and each of them acting alone hereby is, authorized to take all actions and to prepare, execute, deliver and file all agreements, instruments, documents and certificates in the name and on behalf of the Corporation, and under its corporate seal or otherwise, and to pay all such fees and expenses as they, or any one of them, may deem necessary, proper or advisable in order to effect the Merger.

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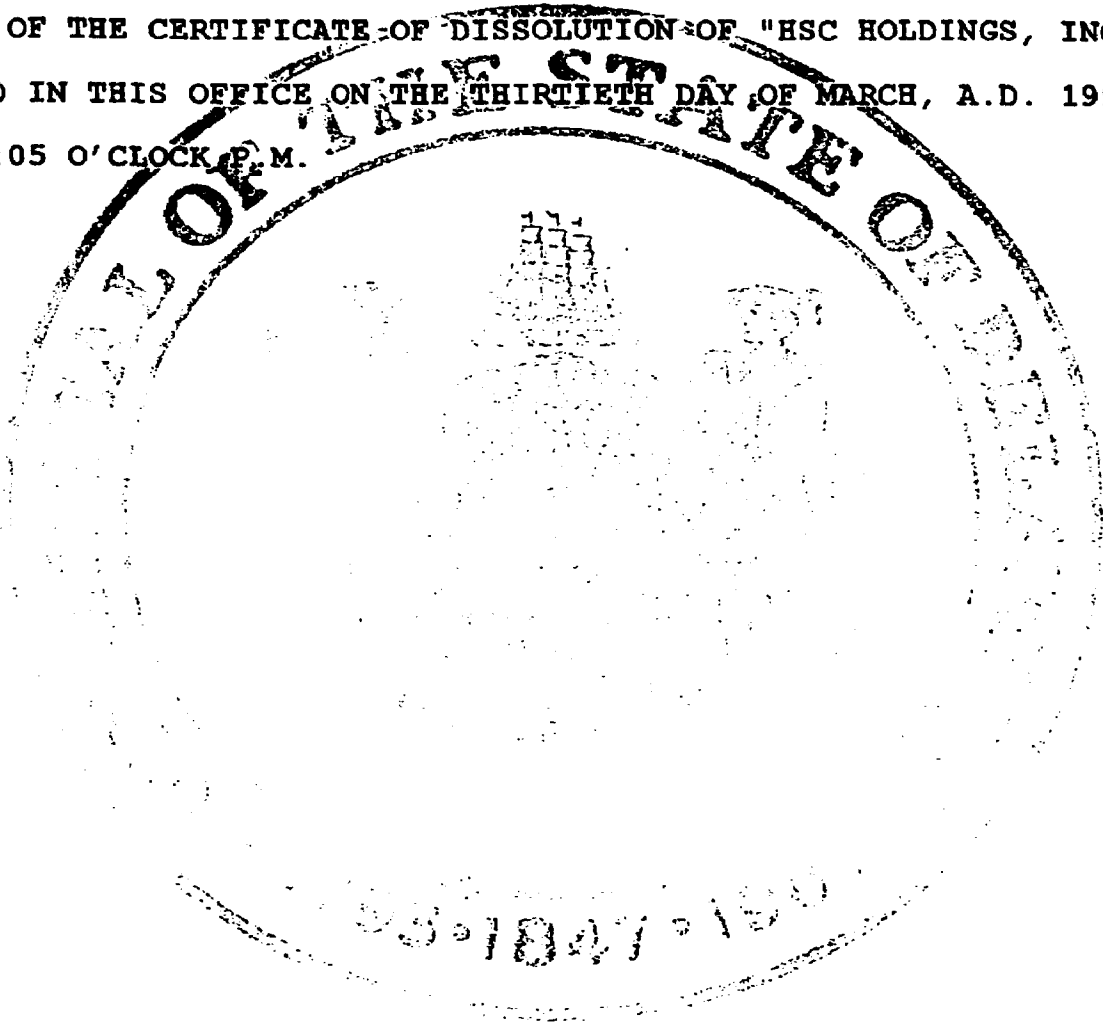
IN WITNESS WHEREOF, the Corporation has caused this Certificate of Ownership and Merger to be signed by Larry Austin, its President, as of this 30th day of March, 1999.

HSC HOLDINGS, INC.

By: Larry J. Austin  
Name: Larry Austin  
Title: President

COPY

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DISSOLUTION OF "HSC HOLDINGS, INC.", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF MARCH, A.D. 1999, AT 5:05 O'CLOCK P.M.



*Edward J. Freel*

Edward J. Freel, Secretary of State

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AUTHENTICATION: 0377626  
DATE: 04-12-00

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**COPY****CERTIFICATE OF DISSOLUTION  
OF  
HSC HOLDINGS, INC.**

HSC HOLDINGS, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation")

**DOES HEREBY CERTIFY:**

**FIRST:** The dissolution of the Corporation was authorized on March 30, 1999.

**SECOND:** The dissolution of the Corporation was authorized by all of the stockholders of the Corporation entitled to vote thereon in accordance with the provisions of subsection (c) of Section 275 of the General Corporation Law of the State of Delaware.

**THIRD:** The names and addresses of all of the directors and officers of the Corporation are as follows:

**SOLE DIRECTOR**

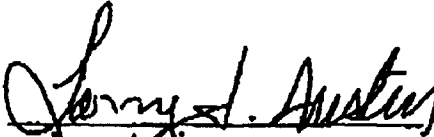
<u>Name</u>	<u>Address</u>
Larry Austin	1106 Aden Road Alexandria, VA 22308

**OFFICERS**

<u>Name</u>	<u>Offices</u>	<u>Address</u>
Larry Austin	President	1106 Aden Road Alexandria, VA 22308
Larry Austin	Vice President	1106 Aden Road Alexandria, VA 22308
Linda Austin	Secretary	1106 Aden Road Alexandria, VA 22308

# COPY

IN WITNESS WHEREOF, said HSC Holdings, Inc., a Delaware corporation, has caused this Certificate to be signed by its President, this 30<sup>th</sup> of March, 1999.

By:   
Name: Larry Austin  
Title: President

## 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:

Mary Ann Quinn  
Carol Helgeson

SKW AMERICAS, INC.  
By: [Signature]  
Its: Vice President

STATE OF OHIO )  
                          ) ss:  
COUNTY OF CUYAHOGA )

Before me, the undersigned, a Notary Public in and for said County and State, on this date personally appeared GARY V. Bumber, 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 12<sup>th</sup> day of July, 1999.

Peter A. Vinocur  
Notary Public  
Peter A. Vinocur  
(Printed Signature)

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