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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

Merger

Change of Name

Other

Effective Date  
Month Day Year

#### 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

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.)

12/15/2000 GT0N11 00000054 2091845

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 200.00 OP

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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. 20503

**TRADEMARK**  
REEL: 2194 FRAME: 0664

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

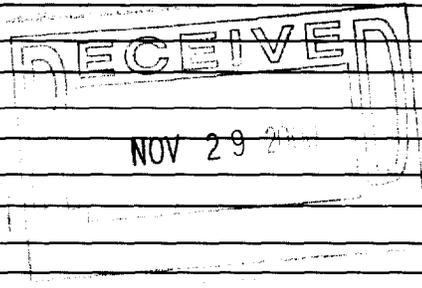
Name

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="2,091,845"/>	<input type="text" value="1,996,350"/>	<input type="text" value="1,820,630"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,655,889"/>	<input type="text" value="1,480,344"/>	<input type="text" value="1,199,566"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="981,802"/>	<input type="text" value="917,036"/>	<input type="text" value="922,163"/>

**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.

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 Registrations and/or Applications 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

## United States Trademarks

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Reg. Date</u>
SEISMAXPLUS	74/693857	2,091,845	8/26/97
PROSPEC	74/434275	1,996,350	8/27/96
EXPANDEX	74/266888	1,820,630	2/8/94
ALLURE	74/013565	1,655,889	9/3/91
HORSEY-SET PRODUCTS	73/646513	1,480,344	3/15/88
WABOCRETE	73/282640	1,199,566	6/29/82
WABO	72/413608	981,802	4/9/74
NEO-LUBE	72/370410	917,036	7/27/71
PRIMA-LUB	72/370409	922,163	10/19/71

**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

