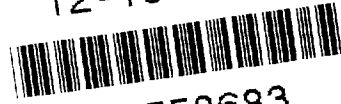


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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

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  
03 31 1999
- Merger
- Change of Name
- Other \_\_\_\_\_

**Conveying Party**

Mark if additional names of conveying parties attached

Name Integrated Chemical Products Acquisition Statutory Trust Execution Date  
Month Day Year  
03 31 1999

Formerly \_\_\_\_\_

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

**Receiving**

Mark if additional names of receiving parties

Name SKW Americas, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 23700 Chagrin Boulevard

Address (line 2) \_\_\_\_\_

Address (line 3) Cleveland OH 44122  
City State/Country Zip Code

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

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 6TON11 00000053 2091845 FOR OFFICE USE ONLY

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

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20503

REEL: 2194 FRAME: 0670

**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.)  
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.

Joseph G. Curatolo  
Name of Person Signing

  
Signature

11-27-00  
Date Signed

## ASSIGNMENT


THIS ASSIGNMENT, from Assignor, Integrated Chemical Products Acquisition Statutory Trust, a statutory trust formed under the laws of the State of Connecticut, having an address at c/o First Union National Bank, 10 State House Square, Hartford, Connecticut, 06103, to Assignee, 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;

WHEREAS, Integrated Chemical Products Acquisition Statutory Trust is the owner of the marks and the Registrations and/or Applications listed on Schedule A attached hereto by virtue of an assignment from Watson Bowman Acme Corporation;

WHEREAS, on March 31, 1999, Integrated Chemical Products Acquisition Statutory Trust, for good and sufficient consideration, assigned all of its tangible and intangible properties and assets to SKW Americas, Inc. as shown in Exhibit 1 attached hereto;

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., *nunc pro tunc*, effective this 31st day of March, 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.

INTEGRATED CHEMICAL PRODUCTS  
ACQUISITION STATUTORY TRUST

By: 

Name: Peter A. Vinocur

Title: Representative and Attorney-in-Fact

# 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

## TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT is executed and delivered pursuant to a certain Purchase Agreement, dated as of the date hereof (the "Purchase Agreement") by and between Integrated Chemical Products Acquisition Statutory Trust, a Connecticut statutory trust ("Assignor") and SKW Americas, Inc., a Delaware Corporation (the "Assignee").

The Purchase Agreement provides, among other things that at the Closing Assignee, through itself or one or more of its affiliates, will purchase and assume from Assignor and Assignor will sell and assign to Assignee, or one or more of its affiliates, all of the tangible and intangible assets of HSC Holdings, Inc., a Delaware corporation (the "Company") and all liabilities related thereto, all as more particularly set forth in the Purchase Agreement.

WHEREAS, Assignor, as successor to the Company and its subsidiaries, is the direct or indirect owner of all trademarks, service marks and applications for any of the foregoing which were used or intended to be used by the Company.

WHEREAS, Assignee desires to acquire the registered and unregistered trademarks and service marks and applications for any of the foregoing used or intended to be used by the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each of the Parties hereto, the Parties agree as follows:

### ARTICLE I

#### DEFINITIONS

1.1. Definition of Terms. Unless otherwise defined herein, all capitalized terms shall have the meaning as set forth in the Purchase Agreement.

1.2. "Trademarks" means registered and unregistered trademarks, service marks and applications for any of the foregoing.

1.3. "Transferred Trademarks" means all Trademarks belonging to or used or intended to be used by Assignor, as successor to the Company and its subsidiaries, and to which Assignor, as successor to the Company and its subsidiaries, directly or indirectly has, or has a right to hold, all right, title and interest, including, but not limited to those set forth in Schedule A.

## ARTICLE II

### GRANT

2.1. Grant of Assignment. Assignor does hereby assign unto Assignee and its successors and assigns forever, all right, title and interest and claims of Assignor, in, to, relating to and arising under the Transferred Trademarks together with the entire goodwill of the business in connection with which the Transferred Trademarks are used and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past and present infringement of rights assigned under this Agreement, the same to be held and enjoyed by the Assignee and its successors and assigns, to their own use to the end of the term of any of the Transferred Trademarks fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment Agreement had not been made.

2.2. Terms. This Trademark Assignment Agreement is subject to the terms and provisions of the Purchase Agreement, and in the event of any conflict between this Trademark Assignment Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall control.

2.3. Governing Law. This Trademark Assignment Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that State.

## ARTICLE III

### REPRESENTATIONS

3.1. No Assignment. Except for certain mergers and liquidations, pursuant to which the Transferred Trademarks were transferred to Assignor, neither Assignor nor any of its affiliates has transferred to any other party any Trademark previously belonging to or used or intended to be used by the Company or its subsidiaries and to which the Company or such subsidiaries had a right to hold nor has Assignor or any of its affiliates taken any action which would materially lessen the value or materially impair the validity of any of the Transferred Trademarks.

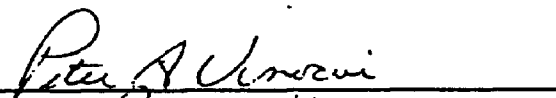
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this 31 day March, 1999.

INTEGRATED CHEMICAL PRODUCTS  
ACQUISITION STATUTORY TRUST

By: FIRST UNION NATIONAL BANK, not in its individual capacity, but solely as trustee

By:   
Name: GREGORY KRAMER  
Title: VICE PRESIDENT

SKW AMERICAS, INC.

By:   
Name: Peter A. Uinscar  
Title: Authorized Representative