

FORM PTO-1618A
Expires 06/30/99
CMB 0651-0027

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

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

Execution Date
Month Day Year

Name Zeon Chemicals Incorporated

12311998

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Zeon Chemicals L.P.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 4111 Bells Lane

Address (line 2) _____

Address (line 3) Louisville

City

KY

State/Country

40211

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.)

FOR OFFICE USE ONLY

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.

Mall documents to be recorded with required cover sheet(s) information to:
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REEL: 002216 FRAME: 0530

FORM PTO-1618B
Expires 06/30/99
OMB 0951-0027

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

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="2048176"/> | <input type="text" value="2046407"/> | <input type="text" value="957516"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="810011"/> | <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.)

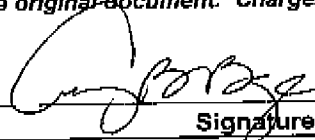
Deposit Account Number: #

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.

Amy B. Berge
Name of Person Signing


Signature

3/29/01
Date Signed

**GENERAL INSTRUMENT OF
CONVEYANCE, TRANSFER AND ASSIGNMENT**

THIS INSTRUMENT ("Instrument") is made as of the 31st day of December, 1998, by ZEON CHEMICALS INCORPORATED, a Delaware corporation ("Corporation").

RECITAL:

A. The Board of Directors of the Corporation has adopted resolutions authorizing the transfer of substantially all of the assets of the Corporation to Zeon Chemicals L.P., a Delaware limited partnership ("Limited Partnership").

AGREEMENT:

Now, THEREFORE, the Corporation hereby agrees as follows:

1. PROPERTY CONVEYED. The Corporation hereby conveys, grants, bargains, sells, transfers, sets over, assigns, alienates, remises, releases, delivers and confirms unto the Limited Partnership, its successors and assigns, forever, the following described property:

Except as otherwise provided below, all of the assets, property and goodwill of the Corporation of every kind, character and description, whether tangible or intangible, and wherever located including, but not by way of limitation, all of the following property:

(a) All property, tangible and intangible, real, personal and mixed, inventories, investments, accounts receivable, notes receivable, fixed assets, contracts, agreements, leases, all other claims and rights of every kind, including, but not by way of limitation, insurance policies (including fire, casualty and life), prepayments, trademarks, trade names and licenses.

(b) All rights and interest of the Corporation in, to and under all contracts between the Corporation and any other party or parties and in, to and under any contracts which have been acquired by the Corporation by assignment or in any other manner.

(c) All other properties and assets, tangible and intangible, of every nature and description, owned by the Corporation.

Notwithstanding the foregoing, there is excepted from the assets transferred (i) the Corporation's interests in Zeon GP LLC, Riverport Corporation, Z C International Sales, Inc., and Zeon Biomune, Inc., (ii) any corporate books and records of the Corporation, and (iii) the Corporation's leasehold interest in the property commonly known as Continental Tower Three, 1701 Golf Road, Rolling Meadows, Illinois.

TO HAVE AND TO HOLD said assets, properties, business and goodwill, with all of the appurtenances thereto, unto the Limited Partnership, its successors and assigns, and for their use forever.

2. FUTURE TRANSFERS OF PROPERTY RECEIVED. The Corporation hereby agrees that it will transfer and deliver to the Limited Partnership any cash or other property that the Corporation may receive in respect of any receivables or other items transferred to the Limited Partnership as provided for herein.

3. FUTURE EXECUTION OF DOCUMENTS. The Corporation hereby covenants and agrees with the Limited Partnership that it will, whenever and as often as required so to do by the Limited Partnership, its successors and assigns, do, execute, acknowledge and deliver, at the expense of the Limited Partnership, any and all other and further acts, deeds, assignments, transfers, conveyances, confirmations, powers of attorney and any instruments of further assurance, approval and consents as the Limited Partnership, its successors and assigns, may hereafter deem necessary or appropriate in order to complete, insure and perfect the conveyance and transfer to the Limited Partnership of all the right, title and interest of the Corporation in and to any of the assets or properties, business and goodwill hereby conveyed, transferred, assigned and delivered, or intended so to be.

4. LIABILITIES. The assets and properties hereby conveyed to the Limited Partnership are conveyed subject to all of the Corporation's liabilities as of the date hereof.

5. BENEFIT. This Instrument shall inure to the benefit of, and be binding upon, the Corporation, the Limited Partnership and their successors and assigns.

6. GOVERNING LAW. This Instrument shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

IN WITNESS WHEREOF, the Corporation has caused this Instrument to be executed as of the day and year first above written.

ZEON CHEMICALS INCORPORATED

By: Jeffrey T. Strick
Title: Vice President and Manager

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