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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **HERCULES INCORPORATED**

- Individual(s)
- General Partnership
- Corporation-State (DE)
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: September 28, 2000

2. Name and address of receiving party(ies):

Name: HERCULES COPENHAGEN APS
 Internal Address: c/o CP Kelco U.S., Inc.
 Street Address: 1313 North Market Street
 City: Wilmington State: DE ZIP: 19894

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Danish private liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/589,735

B. Trademark Registration No.(s) 830,261 ; 1,907,796
1,920,608

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lori E. Lesser, Esq.
 Internal Address: Simpson Thacher & Bartlett
 Street Address: 425 Lexington Avenue
 City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Lori E. Lesser, Esq.
Name of Person Signing

Lori E. Lesser
Signature

2-5-01
Date

Total number of pages comprising cover sheet: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002231 FRAME: 0244

U.S. TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective this 28th day of September, 2000 ("Effective Date"), by and between Hercules Incorporated, a Delaware corporation ("Assignor") and Hercules Copenhagen ApS, a Danish private liability company ("Assignee").

WHEREAS, Assignor, Assignee, Lehman FG Newco, Inc., a Delaware corporation ("Lehman Newco"), and certain other parties have entered into a Share Purchase Agreement dated as of August 10, 2000 (as amended pursuant to its terms, the "Share Purchase Agreement");

WHEREAS, upon the consummation of the transactions contemplated by the Share Purchase Agreement, Assignee shall change its name to CP Kelco ApS;

WHEREAS, Assignor, through itself or its wholly owned subsidiaries, is the exclusive owner of all right, title and interest in and to the Trademarks (as defined below);

WHEREAS, pursuant to the Share Purchase Agreement, Assignor wishes to assign to Assignee the entirety of Assignor's right, title and interest in and to the Trademarks;

WHEREAS, pursuant to Section 5.3 of the Share Purchase Agreement, Assignor agreed to execute and deliver such agreements and other instruments as the other party may request in connection with the transactions contemplated thereby;

WHEREAS, prior to the Effective Date and during the period which Assignee was a wholly owned subsidiary of Assignor, Assignee funded the development of and used the Trademarks on an exclusive, royalty free basis and as the beneficial owner thereof;

WHEREAS, the parties agree that the fair market value of the rights in and to the Trademarks, not previously beneficially owned by Assignee, being transferred from Assignor to Assignee hereunder is \$1 (One Dollar); and

WHEREAS, Assignee has paid \$1 (One Dollar) to Assignor as consideration for the rights in and to the Trademarks being transferred hereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to and under the following, whether such right, title or interest is held by Assignor or its wholly owned subsidiary:

1. All of its trademarks, trade names, service marks, service names and brand names in the United States and all foreign countries, including without limitation the trademarks listed on Schedule A annexed hereto together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby (the entirety of the above, collectively hereinafter "Trademarks");

2. Any and all other rights, privileges and priorities of Assignor provided under United States, state foreign or multinational law, or any compact, treaty, protocol, convention or organization, now or hereafter in effect, including without limitation common-law rights, trade dress rights and rights under the laws of unfair competition with respect to the Trademarks, together with all income, royalties or payments due or payable as of the Effective Date or thereafter ("Related Rights");

3. Any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and

4. Any and all rights to obtain renewals of registrations or other legal protections pertaining to the Trademarks and Related Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

This Assignment is effective as of the Effective Date. Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Trademarks and Related Rights in Assignee and to record this Assignment with all appropriate authorities.

The parties agree that the assignment of each trademark on Schedule A shall be construed as separable and divisible from the assignment of every other trademark. The unenforceability or invalidity of this Assignment with respect to any one trademark shall not limit its enforceability or validity, in whole or in part, with respect to any other trademark.

The parties agree to cooperatively review, evaluate and redetermine the fair market value of the Trademarks within 90 days of the Effective Date. If the parties are unable to, in good faith, agree upon a final fair market value within such 90 day period, the parties agree to engage Tim Golden of Pricewaterhouse Coopers (Philadelphia), or such other independent valuation expert mutually acceptable to both parties, to determine the fair market value of the Trademarks. If it is determined that the fair market value is in excess of \$1, Assignee will promptly pay the difference between such final fair value and \$1 to Assignor.

This Assignment may be executed in any number of counterparts and all counterparts so executed shall together constitute one and the same agreement, binding on and enforceable against the parties hereto.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the 28th day of September, 2000.

HERCULES INCORPORATED

By: *Israel J. Floyd*
Name: *Israel J. Floyd*
Title: *Secretary*

HERCULES COPENHAGEN APS

By: *Harry J. Hucci*
Name: *Harry J. Hucci*
Title: *Chairman, Chief Executive Officer and President*

Subscribed and sworn to before me this *28* day of *Sept*, 2000

Julie S. Park
Notary Public

JULIE S. PARK
NOTARY PUBLIC, State of New York
No. 01PA6033535
Qualified in New York County
Certificate Filed in New York County
Commission Expires November 22, 2001

SCHEDULE A- U.S. TRADEMARKS

<u>COUNTRY</u>	<u>MARK</u>	<u>CLASS</u>	<u>APP. NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>	<u>RNL.DUE</u>
United States	GENUTINE	1	75/589,735		F	
United States	GENU	30		830,261	G	13JE2007
United States	SLENDID	1		1,907,796	G	25JL2005
United States	SLENDID	1		1,920,608	G	19SE2005