

04-25-2001

FORM PTO-1594 (Rev. 6-93)

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SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Atty Docket No. 197823

OMB No. 0657-0011 (exp. 4/94)

44901

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

1. Name of conveying party(ies):
Crompton & Knowles Colors Incorporated

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State - Delaware
 Other _____

Additional names(s) of conveying party(ies) attached Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **December 17, 1999**

2. Name and address of receiving party(ies)
Name: **Yorkshire Group plc**

Internal Address:
Street Address: **27 Kirkstall Road**

City: **Leeds LS3 1LL** State: **ENGLAND** Zip:

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **Public company under laws of England and Wales**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional names(s) & address(es) attached? Yes No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
See attached schedule

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

Name: **William H. Brewster**

Internal Address: **Kilpatrick Stockton LLP**

Street Address: **1100 Peachtree Street, Suite 2800**

City: **Atlanta** State: **GA** Zip: **30309-4530**

6. Total number of applications and registrations involved: **23**

7. Total fee (37 CFR 3.41).....\$ **590.00**

Enclosed

Authorized to be charged to deposit account
The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:
_____ **FEES O.K.**

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.

Sharan B. Flexner, Trademark Paralegal _____
Name of Person Signing Signature

_____ **1-24-01**
Date

Total number of pages including cover sheet, attachments, and document:

SCHEDULE A

Trademark	Country	Reg. No.	Registration Date
CHROMA-KOTE	United States	1188294	Feb 02 1982
INTRAPHASOL	United States	959163 Renewed	May 22 1973
PADAZOIC	United States	949176	Dec 26 1972
AZOANTHRENE	United States	682732	Aug 04 1959
INTRACARRIER	United States	1002437	Jan 28 1975
INTRACHROME	United States	946587	Nov 07 1972
INTRACRON	United States	946588	Nov 07 1972
INTRAFAST	United States	1080704	Jan 03 1978
INTRAFOMIL	United States	1003680	Feb 04 1975
INTRAMET	United States	1031128	Jan 27 1976
INTRAQUEST	United States	946602	Nov 07 1972
INTRASOFT	United States	946597	Nov 07 1972
INTRASSIST	United States	1002438	Jan 28 1975
INTRATEX	United States	946598	Nov 07 1972

Trademark	Country	Reg. No.	Registration Date
INTRAVAT	United States	946599	Nov 07 1972
INTRAVON	United States	952323	Jan 30 1973
METACHLORON	United States	680612	Jun 23 1959
NYDYE	United States	1919134	Sep 19 1995
NYLANTHRENE	United States	724366	Nov 28 1961
POLYCRON	United States	945005	Oct 17 1972
RESOGEN	United States	780113	Nov 17 1964
STYLACYL	United States	980761	Mar 26 1974
SUPERNYLITE	United States	684269	Sep 01 1959

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

REGISTRANT : Yorkshire Group plc (by assignment
From Crompton & Knowles Colors
Incorporated)

DESIGNATION OF DOMESTIC REPRESENTATIVE

The undersigned, Yorkshire Group plc, a company organized under the laws of England, as owner by assignment of the marks shown in the annexed schedule, hereby appoints the law firm of Kilpatrick Stockton LLP, whose postal address is 1100 Peachtree Street, Atlanta, Georgia 30309-4530, as its Domestic Representative upon which notice or process in proceedings affecting the said marks may be served.

YORKSHIRE GROUP PLC

By: Stephen R. Holland
Name: Stephen R. Holland
Title: Group Director

Date: January 17, 2001

DEED OF ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT (this "Agreement"), dated as of December 17th 1999 (the "Effective Date") is from Crompton & Knowles Colors Incorporated, a corporation organized under the laws of the State of Delaware, United States of America ("Assignor") to Yorkshire Group plc, a public company limited by shares organized under the laws of England and Wales ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and trademark applications described on Schedule A (the "Trademarks") attached hereto.

1. Assignment. In consideration for the sum of US\$1.00 paid by the Assignee to the Assignor (of which it acknowledges sufficiency and receipt thereof) Assignor hereby sells, assigns and transfers unto Assignee, its successors, heirs and assigns all right, title and interest in and to the Trademarks, including without limitation, the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to sue for past and future infringement and the right to the goodwill of the business symbolized thereby. Such assignment is made in connection with a certain Purchase Agreement, dated as of November 29, 1999 by and among, inter alia, the Assignee and Assignor.
2. Further Assurances. Assignor will execute any and all additional documents that may be reasonably necessary in the opinion of counsel or Trademark Agent for Assignee to perfect the transfer of rights set forth herein.
3. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, legal representatives, successors, and permitted assigns.
4. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of [New York].

[next page is the signature page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Deed of Assignment of Trademarks as of the Effective Date.

CROMPTON & KNOWLES COLORS INCORPORATED

By: Charles Marsden
Name: Charles Marsden
Title: Vice President

YORKSHIRE GROUP PLC

By: _____
Name:
Title:

STATE OF CONNECTICUT)
) :ss Greenwich
COUNTY OF FAIRFIELD)

The foregoing instrument was acknowledged before me this 15th day of December, 1999, by Charles Marsden of Crompton & Knowles Colors Incorporated as his act and deed, and the free act and deed of said corporation.

Joan M. Burnett
Notary Public: Joan M. Burnett
My commission expires: 5/31/02

STATE OF)
) :ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 1999, by _____ of _____ as his act and deed, and the free act and deed of said company.

Notary Public
My commission expires: