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ATTORNEYS AT LAW

03-16-2001



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3-8-01

March 8, 2001

BY HAND

BOX ASSIGNMENT

Commissioner of Patents and Trademarks
Washington, D.C. 20231

Re: Sale of Joint Venture Ownership Interest
Conveying party: BAR-L, Inc.
Receiving party: Epsilon Products Company, a Pennsylvania
partnership composed of CMB, Inc., a Georgia Corporation, and
CAMI Polymers, LLC, a Georgia limited liability corporation

Dear Sir:

This letter includes all information as required by Trademark Manual of Examining Procedure § 503.05(d) for cover sheet requirements under 37 C.F.R. § 3.31 for recordation of trademarks. Please record the enclosed redacted "Agreement" as set forth in paragraph 4:

- 1) Name of conveying party: BAR-L, Inc.
- 2) Name and address of receiving party: Epsilon Products Company, a partnership under the laws of Pennsylvania, located at 1 Epsilon Avenue, Garyville, LA 70051 composed of CMB, Inc., a Georgia corporation and CAMI Polymers, LLC, a Georgia limited liability corporation.
- 3) Nature of Conveyance: Transfer of BAR-L, Inc.'s Joint Venture Ownership Interest in Epsilon Products Company by Redemption to Epsilon Products Company, as evidenced in the attached redacted Agreement, executed on and effective as of June 15, 2000.
- 4) Please record the redacted Agreement against the following registration and pending applications:

Trademark Registration No. 1,724,533 -- **EPSILON and Design**
and Trademark Application Nos. 75/534,229-- **EPSILON and Design**
75/534,531 -- **EPSILON**

03/08/01 10:51 AM
03/08/01 09:15 AM
03/08/01 08:15 AM

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

Elisabeth A. Langworthy, Esq.
Sutherland, Asbill & Brennan LLP
1275 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2415

6) Total number of trademark registrations and applications against which to record the Conveyance: three (3).


7) Total fee enclosed: \$90.00

8) If the enclosed payment is insufficient, please draw the deficiency from our Deposit Account No. 19-5029. A duplicate copy of this letter is enclosed for charging purposes.

9) 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.

Respectfully submitted,

SUTHERLAND, ASBILL & BRENNAN LLP

By: 

Elisabeth A. Langworthy

Enclosures

Total number of pages including cover sheet, attachments, and documents: 8 (including duplicate cover sheet and check)



AGREEMENT

THIS AGREEMENT (this "Agreement") is made this 15th day of June, 2000, by and among CMB, Inc., a Georgia corporation ("CMB"), BAR-L, Inc., a Pennsylvania corporation ("BAR-L"), and EPSILON PRODUCTS COMPANY, a Pennsylvania joint venture owned 50% by CMB and 50% by BAR-L ("Epsilon"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Article 9 of this Agreement.

RECITALS:

CMB and BAR-L previously entered into a Joint Venture Agreement, dated August 8, 1988, as amended by Amendment No. 1 thereto dated March 30, 1995, and as further amended by Amendment No. 2 thereto dated September 15, 1997 (as amended, the "Joint Venture Agreement"), pursuant to which the parties formed a joint venture under the name "Epsilon Products Company." BAR-L now desires to convey, and Epsilon desires to redeem, all of BAR-L's right, title and interest in Epsilon (the "BAR-L Interest") on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants contained herein, the parties hereto agree as follows:

ARTICLE 1 REDEMPTION OF BAR-L INTEREST

1.1 Redemption of BAR-L's Interest in Epsilon. BAR-L hereby agrees to transfer and convey to Epsilon, and Epsilon hereby agrees to redeem from BAR-L, the BAR-L Interest. In consideration of the redemption of the BAR-L Interest, (a) Epsilon shall transfer to BAR-L the Pennsylvania Assets, (b) Epsilon will assign \$121,298,000 in aggregate indebtedness outstanding under the Mellon Credit Agreement (the "Assigned Debt"), which indebtedness will be contemporaneously repaid from funds received from borrowings under the C3 Polymers Credit Facility and the Sunoco Subordinated Debt Facility, and (c) C3 Polymers will assume responsibility for the payment of one-half of the Union Carbide License Fees payable. Upon the transfer and redemption of the BAR-L Interest in accordance with the terms of this Agreement, BAR-L shall be deemed to have irrevocably withdrawn as a Joint Venturer under the Joint Venture Agreement.

1.2 Closing. The Closing shall take place at the offices of Mayer, Brown & Platt, 1675 Broadway, New York, New York 10019 on the Closing Date or at such other place as the parties may mutually agree.

10.9 Remedies Not Exclusive. No remedy conferred by any of the specific provisions of this Agreement is intended to be, nor shall it be, exclusive of any other remedy available at law, in equity or otherwise.

10.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which counterparts shall together constitute one and the same instrument.

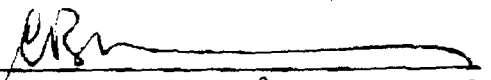
10.11 Interpretations. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party hereto, whether under any rule of construction or otherwise. No party to this Agreement shall be considered the draftsman. On the contrary, this Agreement has been reviewed, negotiated and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of all parties hereto.

10.12 Consent to Jurisdiction, Etc. The parties acknowledge and agree that the state courts of Philadelphia County, Pennsylvania and the federal courts located in the U.S. Eastern District of the State of Pennsylvania shall have exclusive jurisdiction and venue to adjudicate any and all disputes arising out of or in connection with this Agreement or the Other Agreements. All parties consent to the exercise by such courts of personal jurisdiction over them and each party waives any objection it might otherwise have to venue, personal jurisdiction, inconvenience of forum, and any similar or related doctrine.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.


CMB:

CMB, Inc.

By: 
Name: CARL M. BOUCKAERT
Title: PRESIDENT

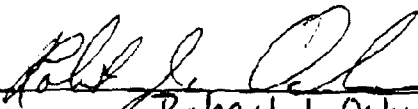
BAR-L:

BAR-L, Inc.

By: 
Name: Robert Andy
Title: President

EPSILON:

Epsilon Products Company

By: 
Name: Robert J. Ockun
Title: President