

03-23-2001



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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 # 101049839A
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

190E

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, D.C. 20231

TRADEMARK

REEL: 002256 FRAME: 0291

Domestic Representative Name and Address

Enter for the first Receiving Party only

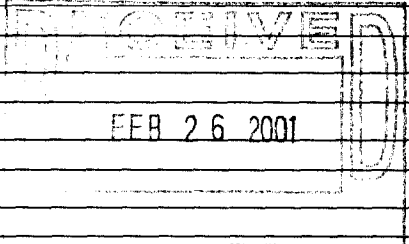
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number

(732) 205-5937

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="0889578"/>	<input type="text" value="0935216"/>	<input type="text" value="1072485"/>
<input type="text" value="1039029"/>	<input type="text" value="0935212"/>	<input type="text" value="0932773"/>
<input type="text" value="1175558"/>	<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.

Raymond F. Keller

February 21, 2001

Name of Person Signing

Signature

Date Signed

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is effective as of April 2, 1999 between ISP Investments Inc., a Delaware corporation ("Assignor"), and Engelhard Corporation, a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, Assignor is the owner or licensee of certain Intellectual Property as that term is defined in the Asset Purchase Agreement, dated as of April 2, 1999, among International Specialty Products Inc., ISP Van Dyk Inc., ISP Investments Inc., ISP Technologies Inc. and Engelhard Corporation (hereinafter the "Asset Purchase Agreement");

WHEREAS, Assignor desires to assign such Intellectual Property to Assignee as provided in said Asset Purchase Agreement; and

WHEREAS, Assignee desires to accept from Assignor such assignment of the Intellectual Property as provided in said Asset Purchase Agreement.

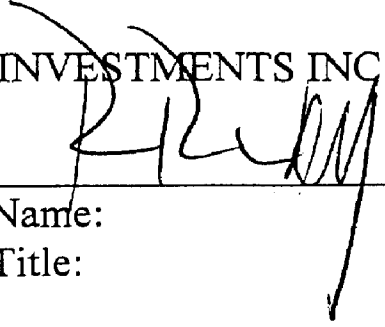
NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and deliver unto Assignee, its successors, legal representatives and assigns, to the extent provided in the Asset Purchase Agreement, all right, title and interest in, to and under the Intellectual Property, including, without limitation, the Intellectual Property listed on Schedule A to this Agreement, together with the goodwill of the business symbolized by the trademarks listed on Schedule A, and all other rights associated with the Intellectual Property, including, without limitation, the right to sue for any past infringement of the Intellectual Property.

This Intellectual Property Assignment Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this assignment to be executed by their duly authorized officers.

ISP INVESTMENTS INC.

ENGELHARD CORPORATION

By:  _____

By: _____

Name:

Name:

Title:

Title:

E-Intel.Prop.Assign

IN WITNESS WHEREOF, Assignor and Assignee have caused this assignment to be executed by their duly authorized officers.

ISP INVESTMENTS INC.

ENGELHARD CORPORATION

By: _____

Name:

Title:

By:  _____

Name: Joseph E. Gonnella

Title: Sr. Vice Pres.

E-Intel.Prop.Assign

SCHEDULE A
ISP TRADEMARKS

FOREIGN TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
Bi-Lite	France	1531486	May 17, 1989
Bi-Lite	W. Germany	999899	June 12, 1989
Chroma-Lite	France	1531487	May 17, 1989
Chroma-Lite	W. Germany	999835	June 12, 1989
Pearl-Glo	France	1531488	May 17, 1989
Pearl-Glo	W. Germany	1000640	June 12, 1989

UNITED STATES TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Bi-Lite	889,578	April 21, 1970
Chroma-Lite	935,216	June 6, 1972
Lustra-Pearl	1,072,485	September 6, 1977
Pearl-Glo	932,773	April 25, 1972
Spectra-Pearl	1,039,029	May 11, 1976
Ultralite	1,175,558	October 27, 1981
Ultrapress	935,212	June 6, 1972