

05-08-2001



101706861

TRADEMARKS ONLY

ET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

1. Name of conveying party(ies): W.R. Grace & Co. - Conn. Individual(s) Association General Partnership Limited Partnership Corporation-State Connecticut Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: e-Catalysts, Inc. Internal Address: Suite 100 Street Address: 700 Dresher Road City: Horsham State: PA Zip: 19044 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: 4-27-01 Assignment Merger Security Agreement Change of Name Other Execution Date: August 3, 2000

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/064244; 76/064283; 76/049486; 76/049575; 76/049485 B. Trademark Registration No.(s) Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: John P. Rynkiewicz Internal Address: Kaye Scholer LLP Street Address: Suite 1100 901 Fifteenth St., NW City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41): \$ 140.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 140E (Attach 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. John P. Rynkiewicz Name of Person Signing Signature April 25, 2001 Date Total number of pages including cover sheet, attachments, and document 5

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

05/07/2001 LMUELLER 00000237 76064283 01 FC:481 40.00 OP 02 FC:482 100.00 OP

## TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Agreement") is entered into by and between W.R. Grace & Co.-Conn, a Connecticut corporation with offices at 7500 Grace Drive, Columbia, Maryland 21044, W.R. Grace & Co., a Delaware corporation with offices at 7500 Grace Drive, Columbia, Maryland 21044 (W.R. Grace & Co.-Conn. and W.R. Grace & Co. are collectively referred to as the "Assignors"), and e-Catalysts, Inc., a Delaware corporation with offices at 700 Dresher Road, Suite 100, Horsham, Pennsylvania 19044 ("Assignee"), effective as of the date last written below (the "Effective Date").

WHEREAS, Assignors are the owners of the trademarks and applications identified in the attached Schedule (collectively, the "Trademarks and Applications");

WHEREAS, Assignee is acquiring from Assignors all right, title and interest in the Trademarks and Applications;

WHEREAS, Assignors registered the Internet domain name [www.e-catalysts.com](http://www.e-catalysts.com) (the "Registration") on July 9, 1999 with Network Solutions, Inc. ("NSI");

WHEREAS, Assignee is acquiring from Assignors all right, title and interest in the Registration; and

WHEREAS Assignors and Assignee desire to enter into this Agreement to transfer and assign all right, title and interest to the Registration and the Trademarks and Applications to Assignee on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and obligations set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignors hereby transfer and assign to Assignee, free and clear of all known claims, liens and encumbrances, all right, title and interest in and to the Registration and the Trademarks and Applications and any associated goodwill. The rights transferred by this assignment include the right to bring and defend all legal actions related to the Registration and the Trademarks and Applications, including actions for any infringement thereof, no matter whether the infringement occurred before or after the assignment, and the right to recover damages for such infringement.
2. Assignors agree to cooperate in good faith with Assignee and to execute and deliver any and all instruments and other documents and to take such other actions as may be necessary or reasonably requested by Assignee to document and confirm the assignment and transfer of the Registration and the Trademarks and Applications to the Assignee, including, without limitation, by filing all necessary or reasonably requested instruments and other documents with the United States Patent and Trademark Office and any foreign counterparts thereof, and by filing all necessary or reasonably requested transfer authorizations with NSI and any other applicable Internet domain name registration authority.

3. On the Effective Date, or as soon thereafter as is reasonably possible, Assignors will execute and deliver to NSI the NSI's "Registrant Name Change Agreement-Transfers," a copy of which can be downloaded from NSI at [www.networksolutions.com](http://www.networksolutions.com) (the "NSI Agreement").
4. In consideration of the foregoing assignment and performance by Assignors of its obligations under this Agreement, Assignee agrees to pay Assignors the sum of five hundred thousand U.S. dollars (US \$500,000.00). Said payment shall be made promptly upon completion and execution by Assignor, and confirmation of receipt by NSI, of the NSI Agreement as provided in Paragraph 3 above.
5. Commencing on the Effective Date, Assignors will cease all uses of (a) the Internet domain name covered by the Registration and any confusingly similar domain names; and (b) any web site located at the URL address at [www.e-catalysts.com](http://www.e-catalysts.com), or at any confusingly similar URL or other address.
6. Assignors will not in the future (a) register or attempt to register on any global information network any Internet domain name containing the domain name covered by the Registration, or any confusingly similar Internet domain name; or (b) establish or attempt to establish any web site located at the URL address listed in Paragraph 5 above, or at any confusingly similar URL or other address.
7. Each party agrees to keep the terms and circumstances of this Agreement confidential, unless otherwise authorized to disclose said terms and/or circumstances by the other party.
8. This Agreement and all disputes between the parties concerning its subject matter shall be governed by and interpreted in accordance with federal trademark laws of the United States and the laws of the Commonwealth of Pennsylvania, without giving effect to its principles governing conflicts of law. This Agreement shall be binding on the parties and their respective successors and assigns.
9. This Agreement may be executed in counterparts, each of which, including those with facsimile signatures, shall be deemed an original, but all of which together shall constitute one and the same instrument.
10. EACH OF ASSIGNORS AND ASSIGNEE AFFIRMATIVELY REPRESENTS TO THE OTHER THAT IT HAS CAREFULLY READ THIS AGREEMENT. THIS AGREEMENT IS THE ENTIRE AGREEMENT BETWEEN ASSIGNORS AND ASSIGNEE CONCERNING THE REGISTRATION AND THE TRADEMARKS AND APPLICATIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the 3<sup>rd</sup> day of ~~July~~ August, 2000.

W.R. GRACE & CO.-CONN.

*YML*

By: *[Signature]*

Name: J.A. NIGHTMYER

Title: EXECUTIVE VICE PRESIDENT

E-CATALYSTS, INC.

By: *[Signature]*

Name: Lynne M. Durbin

Title: Vice - President

W.R. GRACE & CO.

*KML*

By: *[Signature]*

Name: Kevin J. Coghlan

Title: VP Planning & Support

# "E-CATALYST" Trademark Portfolio

<u>Trademark Name</u>	<u>Country Name</u>	<u>Case No.</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class of Goods</u>	<u>Status</u>
E-CATALYST	United States of America	W-04628		30-Mar-00			1, 42	Pending
E-CATALYSTS	Canada	W-04622	1053281	31-Mar-00			1, 42	Pending
E-CATALYSTS	European Community	W-04622	1594035	29-Mar-00			1, 39, 42	Pending
E-CATALYSTS	Japan	W-04622		30-Mar-00			1, 42	Pending
E-CATALYSTS	United States of America	W-04622		30-Mar-00			1, 42	Pending
E-CATALYSTS.COM	Canada	W-04627	1053280	31-Mar-00			1, 42	Pending
E-CATALYSTS.COM	European Community	W-04627	1594118	29-Mar-00			1, 39, 42	Pending
E-CATALYSTS.COM	Japan	W-04627		30-Mar-00			1, 42	Pending
E-CATALYSTS.COM	United States of America	W-04627		30-Mar-00			1, 42	Pending
ECATALYST	United States of America	W-04629		30-Mar-00			1, 42	Pending
ECATALYSTS	Canada	W-04626	1053279	31-Mar-00			1, 42	Pending
ECATALYSTS	United States of America	W-04626		30-Mar-00			1, 42	Pending

RECORDED: 04/27/2001

TRADEMARK  
REEL: 002288 FRAME: 0797