

05-22-2001



101725751

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

5-17-01

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- 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
03302001

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
03302001

Name Turco Products, Inc.

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Henkel Kommanditgesellschaft auf Aktien

DBA/AKA/TA _____

Composed of _____

Address (line 1) Henkelstrasse 67

Address (line 2) _____

Address (line 3) Duesseldorf

Federal Rep. of Germany

D-40191

- Individual General Partnership Limited Partnership
- Corporation Association
- Other Partnership limited by shares

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.)

Citizenship/State of Incorporation/Organization Federal Republic of Germany

FOR OFFICE USE ONLY

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. 20523 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

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

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)

Registration Number(s)

<input type="text" value="0417081"/>	<input type="text" value="0417832"/>	<input type="text" value="0619792"/>
<input type="text" value="0638177"/>	<input type="text" value="0704087"/>	<input type="text" value="0750688"/>
<input type="text" value="0753466"/>	<input type="text" value="0753854"/>	<input type="text" value="0757501"/>

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: #

01-055

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.

Christel Emerson

Name of Person Signing



Signature

5/15/01

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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)

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Registration Number(s)

<input type="text" value="0758556"/>	<input type="text" value="0758975"/>	<input type="text" value="0759363"/>
<input type="text" value="0760152"/>	<input type="text" value="0760235"/>	<input type="text" value="0761073"/>
<input type="text" value="0761737"/>	<input type="text" value="0761738"/>	<input type="text" value="0763262"/>
<input type="text" value="0764073"/>	<input type="text" value="0765653"/>	<input type="text" value="0766502"/>
<input type="text" value="0770518"/>	<input type="text" value="0773352"/>	<input type="text" value="0784580"/>
<input type="text" value="0784745"/>	<input type="text" value="0871672"/>	<input type="text" value="1265506"/>
<input type="text" value="1316380"/>	<input type="text"/>	<input type="text"/>

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignee/Registrant: Henkel Kommanditgesellschaft auf Aktien
Registration No.: 417,081 (see attached Schedule A)
Mark: SURJEX and others (see attached Schedule A)

DESIGNATION OF DOMESTIC REPRESENTATIVE

To the Commissioner for Trademarks:

Henkel Kommanditgesellschaft auf Aktien, a partnership limited by shares, organized and existing under the laws of the Federal Republic of Germany, having an office at Henkelstrasse 67, Duesseldorf, D-40191, Federal Republic of Germany, hereby appoints Christel Emerson, whose postal address is Henkel Corporation, The Triad, Suite 200, 2200 Renaissance Boulevard, Gulph Mills, Pennsylvania 19406, its representative upon whom notice or process in proceedings affecting the mark may be served.

HENKEL KOMMANDITGESELLSCHAFT AUF AKTIEN

By: Bernd Jäcker
Title: TM Manager

By: Monika Claßen
Title: TM Administrator

May 11, 2001

TURCODDR(HKGaA).doc

INTELLECTUAL PROPERTY ASSIGNMENT - TURCO PRODUCTS, INC.

This Assignment is made effective the 30th day of March, 2001 (the "Effective Date") by and between TURCO PRODUCTS, INC., a Delaware corporation and an indirect wholly owned subsidiary of ATOFINA Chemicals, Inc., a corporation organized under the laws of the Commonwealth of Pennsylvania (hereinafter "ASSIGNOR") and HENKEL Kommanditgesellschaft auf Aktien, a partnership limited by shares organized under the laws of the Federal Republic of Germany (hereinafter "ASSIGNEE").

PREAMBLE

ASSIGNOR's related company, ATOFINA Chemicals, Inc. ("SELLER") and ASSIGNEE have entered an Asset Sale and Purchase Agreement dated February 5, 2001 (the "ASPA") involving the purchase and sale of certain assets associated with the manufacture, sale and distribution of products within the businesses comprising the Metals and Aviation Division of Seller and the Foreign Subsidiaries, and certain Affiliates (the "Business"); pursuant to said ASPA certain Intellectual Property is to be conveyed by the ASSIGNOR to the ASSIGNEE.

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR, owner of the entire right, title and interest in the patents, patent applications, trademark registrations and trademark applications in Schedule A attached hereto and a part hereof, which Schedule comprises part of the Intellectual Property on Schedule 3.14 of the ASPA (the "Patents and Trademarks") hereby sells, assigns and transfers to ASSIGNEE, its successors and assigns the entire right, title, and interest in the Patents and Trademarks for the full terms thereof and any renewals thereof, including all goodwill associated with the trademarks and including the right to legally pursue any past, present or future infringement or unauthorized use of said Patents and Trademarks and all rights to damages and profits by reason of the infringement (including past infringement) of said Patents and Trademarks, the Patents and Trademarks to be

COMMONWEALTH OF PENNSYLVANIA

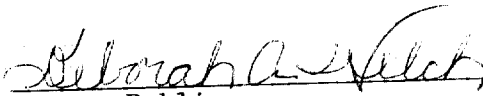
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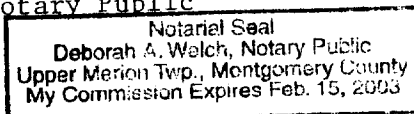
COUNTY OF MONTGOMERY

:

I hereby certify that this document is a true and correct copy of the Worldwide Trademark Assignment between TURCO PRODUCTS, INC. and Henkel Kommanditgesellschaft auf Aktien dated March 30, 2001 and a true copy of those pages of Schedule A thereto listing the U.S. Trademark Registrations and Applications.

Dated this 23rd day of April, 2001


Notary Public



Member, Pennsylvania Association of Notaries

held and enjoyed by ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment and sale not been made.

ASSIGNOR authorizes and requests the United States Commissioner of Patents and Trademarks and any foreign patent and trademark records office to record ASSIGNEE as assignee of the entire right, title and interest in and to the Patents and Trademarks for the sole use and enjoyment of ASSIGNEE, its successors and assigns.

ASSIGNEE shall be solely responsible for preparing and filing all additional documentation (including but not limited to the execution and delivery of any and all affidavits, declarations, oaths, assignments and powers of attorney) as may be required to perfect or record the assignment of the Patents and Trademarks with the United States Patent and Trademark Office and equivalent offices and agencies in other countries or political subdivisions of the world. ASSIGNOR agrees to provide ASSIGNEE cooperation and assistance, at ASSIGNEE's request and reasonable expense, in the implementation or perfection of this Agreement.

In testimony whereof, ASSIGNOR and ASSIGNEE have caused this assignment to be executed by their duly authorized officers.

TURCO PRODUCTS, INC.

By: 

Name: ROBERT J. DE BELL

Title: PRESIDENT

Date: 3/28/01

HENKEL KOMMANDITGESELLSCHAFT AUF AKTIEN

By: 

Name: Robert Kuhn

Title: Attorney in fact

Date: 03/30/01

ACKNOWLEDGEMENT

Commonwealth
of Pa. :

: ss.

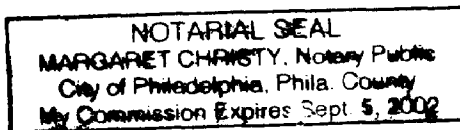
Philadelphia :

On this 28th day of March, 2001, before me personally appeared Robert T. DeBor, to me known, who, being by me duly sworn, did depose and say that he is the PRESIDENT of TURCO Products, Inc.; that he executed the foregoing Intellectual Property Assignment on behalf of said corporation; and that he is authorized to execute an instrument of this nature by order of the Board of Directors of TURCO Products, Inc.

Margaret Christy

NOTARY PUBLIC

(SEAL)



ACKNOWLEDGEMENT

Commonwealth of
Po)

) ss.

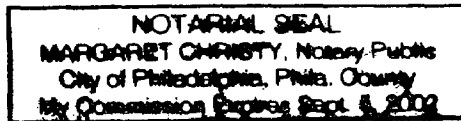
Philadelphia)

On this 30th day of March, 2001, before me personally appeared ROBERT KAHN, to me known, who, being by me duly sworn, did depose and say that he is the ATTORNEY IN FACT of HENKEL KOMMANDITGESELLSCHAFT AUF AKTIEN; that he executed the foregoing Intellectual Property Assignment on behalf of said corporation; and that he is authorized to execute an instrument of this nature by order of the Board of Directors of HENKEL KOMMANDITGESELLSCHAFT AUF AKTIEN.

Margaret Christy

NOTARY PUBLIC

(SEAL)



SCHEDULE A

TURCO PRODUCTS, INC.

COUNTRY: United States

Trademark	Curr Reg No	Curr App No	Current Owner
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AIR-TEC	761738	761738	TURCO PRODUCTS, INC.
AIRLION	753466	152438	TURCO PRODUCTS, INC.
AVIATION	761737		TURCO PRODUCTS, INC.
BOTL-GLO	785745		TURCO PRODUCTS, INC.
CARBOBLAST	417832		TURCO PRODUCTS, INC.
CARBOSTRIP	784580		TURCO PRODUCTS, INC.
CHEM-MILL (DESIGN)	1316380		TURCO PRODUCTS, INC.
HANDISAN	704087	88706	TURCO PRODUCTS, INC.
JETISOIL	773352	177087	TURCO PRODUCTS, INC.
PAINT-ZIP	761073	153322	TURCO PRODUCTS, INC.
PAINTITE	753854	436488	TURCO PRODUCTS, INC.
PLAUDIT	750688	138115	TURCO PRODUCTS, INC.
POLY-BOTL-GLO	1265506	400768	TURCO PRODUCTS, INC.
SMUT-GO	760152	162191	TURCO PRODUCTS, INC.
SUPER-CARB	758975	160553	TURCO PRODUCTS, INC.
SURJEX	417081	471501	TURCO PRODUCTS, INC.
TRANSPO	759363		TURCO PRODUCTS, INC.
TURCLOR	764073	160554	TURCO PRODUCTS, INC.

SCHEDULE A

TURCO PRODUCTS, INC.

COUNTRY: United States

Trademark	Curr Reg No	Curr App No	Current Owner
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TURCO	638177	3785	TURCO PRODUCTS, INC.
TURCO & DESIGN	871672	72-296618	TURCO PRODUCTS, INC.
TURCO-CARB	758556	158859	TURCO PRODUCTS, INC.
TURCO-SOLV	757501	156654	TURCO PRODUCTS, INC.
TURCOAT	766502	158860	TURCO PRODUCTS, INC.
TURCOFORM	619792	672855	TURCO PRODUCTS, INC.
TURCOLD	765653	169169	TURCO PRODUCTS, INC.
TURCOOL	760235	156653	TURCO PRODUCTS, INC.
W.O.NO.1	770518		TURCO PRODUCTS, INC.
ZEAL	763262		TURCO PRODUCTS, INC.