

06-14-2001



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 ⇌ ⇌ ⇌ ▼

101749321

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

1. Name of conveying party(ies):

Chemstone, Inc. **6-11-01**

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Deerfield Chemical, Inc.

Internal

Address: 3813 County Hwy. 49 N

Street Address: P.O. Box 700

City: Reform State: AL Zip: 35481

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Bill of Sale

Execution Date: _____

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,612,521

Additional number(s) attached Yes No

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

Name: Neil C. Jones

Internal Address: Nelson Mullins Riley...

Keenan Building, Third Floor

1330 Lady Street

Street Address: _____

City: Columbia State: SC Zip: 29201

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1196

(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.

Neil C. Jones, 35,561
Name of Person Signing

Signature

6/8/01
Date

Total number of pages including cover sheet, attachments, and document: 7

06/13/2001 6TON11 00000237 1612521

01 FC:481

40.00 DP


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

TRADEMARK
REEL: 002313 FRAME: 0664

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That the Maker of this instrument, for and in consideration of the sum of  Dollars, to CHEMSTONE, INC., and cancellation of any prior agreements between the parties covering the brokerage of asphalt emulsifiers, has bargained, sold and delivered and by these presents does bargain, sell and deliver unto DEERFIELD CHEMICAL, INC., the property described on Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the said property above described unto the said Vendee, its successors and assigns, to its only proper use, benefit and behoof, forever.

The Maker of this instrument fully warrants the right and title to said property unto the said Vendee, its successors and assigns.

The Maker hereby represents and warrants to the Vendee, its successors and assigns (1) that the Maker has full legal and beneficial title to the assets herein described and the good and lawful right to sell the same, unless otherwise disclosed to Vendee; and (2) that good and marketable title to the assets herein described is hereby duly vested in the Vendee free and clear of all liens and encumbrances.

E:\99CO\272CHE\BILLOFSA

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 30 day of JUNE, 1999.

Witnesses:

Janji Haxton
Tucker Ritter

CHEMSTONE, INC.

By:

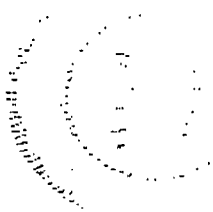
John H. Brewer
John H. Brewer, Secretary
Its: _____

Signed, sealed and delivered in the presence of:

Garrett Griffin
Gail B. Griffin

Notary Public for ~~South Carolina~~

ALABAMA



PROMISSORY NOTE

[REDACTED]

6-30, 1999
Greenville, SC

FOR VALUE RECEIVED, the undersigned promises to pay to CHEMSTONE, INC., or order, the sum of [REDACTED] Dollars, due and payable in annual payments of [REDACTED] each over the next four (4) years beginning one (1) year from the date hereof.

Maker agrees that if at any time any portion of said principal shall be past due and unpaid, after ten (10) days written notice from Payee failure to receive a payment and failure by Maker to cure such default, the whole amount evidenced by this Note shall, at the option of the holder thereof, become immediately due, and said holder shall have the right to institute any proceedings upon this Note. Maker agrees to pay all costs, including reasonable attorney fees if payee has to sue to collect this note.

Maker reserves the right to prepay the indebtedness evidenced by this Note at any time without penalty.

This Note shall not bear interest.

DEERFIELD CHEMICAL, INC.

By: Albert E. Bonner

Its: Pres.

EXHIBIT "A"

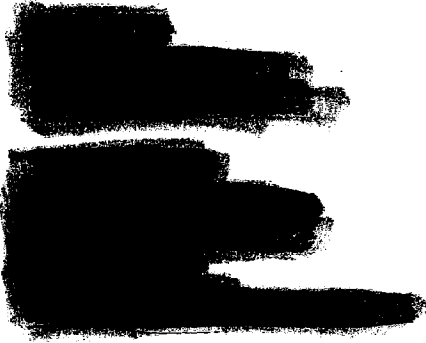
ASSETS TRANSFERRED

1. List of customers

[REDACTED]

EXHIBIT "A"
(Continued)

2. List of suppliers



3. "Maxcote" Trademark