

09-21-2001

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



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

Tab settings

101851122

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

1. Name of conveying party(ies):
Ecolab Inc. dba Puritan Services
formerly Puritan/Churchill Chemical Co.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State **9-11-01**
- Other

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

3. Nature of conveyance:
- Assignment
 - Merger
 - Security Agreement
 - Change of Name
 - Other

Execution Date: September 5, 2001

2. Name and address of receiving party(ies)
Name: PolyChem Corporation

Internal Address: C/O Ronald Grossman, President

Street Address: 5014 S. Van Meter Rd.

City: Spokane State: WA Zip: 99206

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership **SEP 11 2001**
- Corporation-State Washington
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No **n/a**
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No **n/a**

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

A. Trademark Application No.(s)

n/a

B. Trademark Registration No.(s)

72290470

Additional number(s) attached Yes No

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

Name: Ronald Grossman

Internal Address: PolyChem Corporation
phone: 509 993-1170

Street Address: 5014 S. Van Meter Rd

City: Spokane State: WA Zip: 99206

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00 + 15.00
 Enclosed **as fee schedule #481, #464**
 Authorized to be charged to deposit account
 certified copy of above trademark

8. Deposit account number: n/a
Total: \$55.00 paid by Co. check

(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.

Ronald Grossman, President
Name of Person Signing

Ronald Grossman, President
Signature

Sept. 5, 2001
Date

Total number of pages including cover sheet, attachments, and document: 5

Refund Ref: 09/20/2001 JJALLAN2 00000015 72290470
CHECK Refund Total: \$15.00

09/20/2001 JJALLAN2 00000015 72290470

01 FC:481

40.00

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

TRADEMARK

REEL: 002370 FRAME: 0766

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made by and between Ecolab Inc. ("Assignor"), a Delaware Corporation having a principal place of business at Ecolab Center, 370 Wabasha Street, St. Paul, Minnesota 55102, and Poly Chem Corp ("Assignee"), a Q corporation having its principal place of business at 1511 N Thierman Rd, to become effective ("Effective Date") when executed by duly authorized representatives of each of the parties.

Spokane, WA 99206

RECITALS

A. WHEREAS, Assignor is the owner of the valid and subsisting rights in the trademark "RAWHIDE" and confusingly similar variants thereof, (collectively, the "Mark"), for use in connection with polyurethane sealing and finishing coatings for floors in the United States, including all rights, title, interest and intellectual property rights in the Mark.

B. WHEREAS, Assignee desires to acquire from Assignor the entire right, title, interest, and intellectual property rights in the Mark.

C. WHEREAS, Assignor is willing to grant Assignee the entire right, title interest, and intellectual property rights in the Mark.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and accepted by the parties to this Agreement, Assignor and Assignee agree as follows:

AGREEMENT

1.0 Recitals.

1.1 The Recitals set forth above are incorporated herein and constitute a part of this Agreement.

2.0 Ownership.

2.1 Assignee agrees that Assignor is the rightful owner of the Mark and the goodwill pertaining thereto for use in the marketing and sale of polyurethane sealing and finishing coatings for floors.

2.2 Assignee agrees not to challenge, contest or question the validity of this Agreement and not to assist others in doing so.

3.0 Representations and Warranties.

3.1 Assignor represents and warrants that the Mark is free of any liens, security interests, encumbrances or licenses.

3.2 Assignor represents and warrants that there are no claims, pending or threatened, with respect to Assignor's rights in the Mark.

3.3 Assignor represents and warrants that the Mark does not infringe the rights of any person or entity.

3.4 Assignor represents and warrants that it is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4.0 Assignment.

4.1 Assignor does hereby irrevocably assign to Assignee all right, title, and interest (including but not limited to, all registration rights with respect to the Mark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Mark.

4.2 Assignor agrees to transfer all files to Assignee.

4.3 Assignee agrees that Assignor has not duty to maintain any registration or use after the Effective Date.

5.0 Consideration.

5.1 In consideration for the assignment set forth in Section 4.1, Assignee shall pay Assignor the sum of \$ 3,000, payable on Sept 30, 2001.

6.0 Independent Parties and Indemnification.

6.1 Assignor and Assignee agree that this Agreement does not create a fiduciary relationship between them and that nothing in this Agreement is intended to make Assignee an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of Assignor for any purpose whatsoever.

6.2 Assignor and Assignee agree that neither is in any way authorized by this Agreement to make any contract, agreement, warranty or representation, or to create any obligation, express or implied, on behalf of the other, and

neither shall represent that it has the right so to act, or do so.

6.3 Assignor represents and warrants that it possesses all rights necessary to grant the assignment contemplated by Section 4.1 of this Agreement.

6.4 Assignor and Assignee agree that should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

7.0 Captions.

7.1 The captions used in this Agreement are for convenience only and do not limit or amplify the provision of this Agreement.

8.0 Entirety.

8.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained therein, and no agreement will be effective to change, modify, or terminate this Agreement in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification, or termination is sought.

9.0 Severability.

9.1 If any provision of this Agreement is held to be invalid or enforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected.

10.0 Successors and Assigns.

10.1 The terms, provisions, and covenants contained in this Agreement will inure to the benefit of and be binding upon the parties to this Agreement and their respective heirs, successors in interest, assigns, and legal representatives.

11.0 Communications.

11.1 All notices and other communications from one party to the other shall be addressed to the parties at the addresses given above or at such other address as may later be provided in writing to the other party.

12.0 Confidentiality.

12.1 This Agreement and the terms of this Agreement are, and shall remain, confidential and shall not be disclosed to any third party without the prior written permission of the non-disclosing party, unless ordered to do so by either a court of competent jurisdiction or the (left blank) P.

13.0 Authority to Execute.

13.1 Assignor and Assignee each acknowledge that the person executing this Agreement on its behalf is duly authorized and empowered to execute this Agreement as a binding and enforceable act of such party.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement by their duly authorized representatives to be effective as of the Effective Date.

ASSIGNOR:

ECOLAB INC.

a Delaware corporation

By: David B. Ferrell

Title: Vice Pres. - Sales & Mktg. Services

Date: 8/2/01

ASSIGNEE:

Poly Chem Corp
a C- corporation registered in Washington State

By: Ronald Grayson

Title: President

Date: 9/5/01