

12-10-2001

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



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

Tab settings ⇄ ⇄ ⇄

101907400

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

1. Name of conveying party(ies):  
GOODRICH CORPORATION, formerly known as THE B.F. GOODRICH COMPANY

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State - New York  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No  
**(See Schedule A)**

2. Name and address of receiving party(ies):  
Name: NOVEON IP HOLDINGS CORP., formerly known as PMD HOLDINGS CORPORATION  
Internal Address: \_\_\_\_\_  
Street Address: 9911 Brecksville Road  
City: Brecksville State: OH Zip: 44141

Individual(s) Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Illinois  
 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 \_\_\_\_\_

Execution Date: November 20, 2001  
(effective February 28, 2001)

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s): 76/165164  
76/165163

B. Trademark Registration No.(s): 0984804

Additional numbers attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Pauline L. Wen, Esq. and Ira S. Sacks, Esq.  
Fried, Frank, Harris, Shriver and Jacobson

Internal Address:  
Street Address: One New York Plaza  
City: New York State: NY Zip: 10004

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41).....\$210.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 06-0920  
(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.

Pauline L. Wen  
Name of Person Signing

Signature

December 5, 2001  
Date

Total number of pages including comprising cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:

12/10/2001 GTON11 00000089 1984804

Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

01 FC:481 40.00 OP  
02 FC:482 50.00 OP  
03 FC:484 120.00 OP

TRADEMARK [363537]  
REEL: 002380 FRAME: 0642

**RECORDATION FORM COVER SHEET – ASSIGNMENT OF TRADEMARKS AND  
TRADEMARK APPLICATIONS**

**Schedule A – Additional Conveying Parties**

**Mitech Holding Corp.**

**A corporation of Delaware**

**Execution Date: February 28, 2001**

**BFGoodrich Hilton Davis, Inc.**

**A corporation of Delaware**

**Execution Date: February 28, 2001**

**BFGoodrich Textile Chemicals, Inc.**

**A corporation of Delaware**

**Execution Date: February 28, 2001**

**International B.F. Goodrich Technology Corporation.**

**A corporation of Delaware**

**Execution Date: February 28, 2001**

**BFGoodrich FCC, Inc.**

**A corporation of Delaware**

**Execution Date: February 28, 2001**

**FCC Acquisition Corp.**

**A corporation of Delaware**

**Execution Date: February 28, 2001**

Recordation Form Cover Sheet dated 12/5/2001

Schedule A

Conveying Party – GOODRICH CORP., formerly known as THE B.F. GOODRICH COMPANY  
Receiving Party – NOVEON IP HOLDINGS CORP., known as PMD HOLDINGS CORPORATION

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[363544]

**TRADEMARK  
REEL: 002380 FRAME: 0643**

**SUPPLEMENTAL ASSIGNMENT OF TRADEMARKS**

**WHEREAS**, Goodrich Corporation (“BFG”), formerly known as The B.F. Goodrich Company, a New York corporation of the United States of America, having its principal place of business at Four Coliseum Center, 2730 West Tyvola Road, Charlotte, North Carolina 28217-3022, entered into an Agreement for the Sale and Purchase of Assets, dated as of November 28, 2000, including all Schedules thereto and all supplements and amendments thereof (the “Purchase Agreement”), all terms of which are incorporated herein, with PMD Group Inc. (hereinafter referred to as “PMD”), a Delaware corporation of the United States of America, having its principal place of business at 65 East 55<sup>th</sup> Street, New York, New York 10022, wherein PMD agreed to purchase the Business (as defined in the Purchase Agreement) of BFG and its subsidiaries and affiliates (as defined in the Purchase Agreement), as fully set forth in the Purchase Agreement; and

**WHEREAS**, BFG and PMD entered into a Bill of Sale dated February 28, 2001 (the “Bill of Sale”) in furtherance of the transfer and sale to PMD of the Sale Assets (as defined in the Purchase Agreement) contemplated in the Purchase Agreement; and

**WHEREAS**, BFG, and its subsidiaries, Mitech Holding Corporation (“MHC”), a Delaware corporation of the United States of America, having its principal place of business at 4 Coliseum Centre, 2730 West Tyvola Road, Charlotte, NC 28217; BFGoodrich Hilton Davis, Inc. (“Hilton”), a Delaware corporation of the United States of America, having its principal place of business at 2235 Langdon Farm Road, Cincinnati, OH 45237 f/k/a Hilton Davis Chemical Company; BFGoodrich Textile Chemicals, Inc. (“Textile”), a Delaware corporation of the United States of America, having its principal place of business at 8309 Wilkinson Boulevard, Charlotte, NC 28214 f/k/a Freedom Textile Chemicals Co.; International B.F. Goodrich Technology Corporation (“IBFG”), a Delaware corporation of the United States of America, having its principal place of business at 4 Coliseum Centre, 2730 West Tyvola Road, Charlotte, NC 28217; BFGoodrich FCC, Inc., f/k/a Freedom Chemical Company (“BFGFCC”), a Delaware corporation of the United States of America, having its principal place of business at 4 Coliseum Centre, 2730 West Tyvola Road, Charlotte, NC 28217, and FCC Acquisition Corp. (“FAC”), a Delaware corporation of the United States of America, having its principal place of business at 4 Coliseum Centre, 2730 West Tyvola Road, Charlotte, NC 28217 (collectively, BFG, MHC, Hilton, Textile, IBFG, BFGFCC, and FAC shall be referred to as “ASSIGNORS”) are the sole and exclusive owners of all right, title, and interest in and to certain trademarks and service

marks relating to the Business (collectively referred to herein as "Trademarks") and have adopted and used such Trademarks identified in Schedule A, which Trademarks where indicated have been registered in the countries listed in such Schedule A; and

**WHEREAS**, PMD, through its subsidiary PMD Holdings Corporation ("PMD Holdings" or "ASSIGNEE"), an Illinois corporation, is desirous of acquiring all right, title, and interest in and to all of the Trademarks listed in Schedule A, all goodwill connected with the use thereof, symbolized thereby and associated therewith, and the Business of ASSIGNORS to which such Trademarks pertain; and

**WHEREAS**, the parties entered into an Assignment of Trademarks dated February 28, 2001 (the "Initial Assignment") and wish to supplement the Initial Assignment to effectuate the transactions contemplated by the Purchase Agreement.

**NOW THEREFORE**, for good and valuable consideration as set forth in this Supplemental Assignment of Trademarks (the "Assignment"), in the Purchase Agreement and in the Bill of Sale, the receipt and sufficiency of which are hereby acknowledged, ASSIGNORS and ASSIGNEE agree as follows:

1. ASSIGNORS each do hereby sell, assign and transfer to ASSIGNEE, its successors and assigns, all right, title and interest, if any, in and to said Trademarks set forth in Schedule A, and all applications, registrations, and renewals therefor, together with all translations, adoptions, derivations, and combinations thereof, all goodwill symbolized thereby and associated therewith, and the Business of ASSIGNORS to which said Trademarks pertain, which Business is ongoing and existing.

2. ASSIGNORS each further agrees to execute upon the request of ASSIGNEE such additional documents as are necessary to continue, secure, defend, register, and otherwise give full effect to and perfect the rights of ASSIGNEE under this Assignment, under the Purchase Agreement and under the Bill of Sale in the Trademarks and all Trademark Rights, and all applications, registrations, and renewals therefor, together with all translations, adoptions, derivations, and combinations thereof, identified in Schedule A, in the respective country or countries, the goodwill symbolized thereby and associated therewith, and the Business of ASSIGNORS to which the Trademarks pertain, which Business is ongoing and existing.

3. ASSIGNORS hereby authorize and request that the Commissioner of Patents and Trademarks of the United States, and each sovereign official holding a corresponding position of authority in any country within which any of the ASSIGNORS own Trademarks or have pending one or more Trademark applications relating to the Business to issue and to record the title of ASSIGNEE as owner of all right, title, and interest in and to the Trademarks and Trademark Rights, all applications, registrations, and renewals therefor, together with all translations, adoptions, derivations, and combinations thereof, identified in Schedule A, in the respective country or countries, the goodwill connected with the use thereof, symbolized thereby and associated therewith, and the Business of ASSIGNORS to which such Trademarks pertain, which Business is ongoing and existing.

4. All provisions of the Purchase Agreement and Bill of Sale are incorporated herein and govern this Assignment. Nothing herein is intended to modify, limit or otherwise affect the representations, warranties, covenants and agreements contained in the Purchase Agreement or Bill of Sale, and such representations, covenants and agreements shall remain in full force and effect in accordance with the terms of the Purchase Agreement and Bill of Sale. Except as expressly provided herein, in the event of a conflict between this Assignment and the Purchase Agreement or Bill of Sale, the provisions of the Purchase Agreement and the Bill of Sale, as applicable, shall govern, supersede, prevail and apply.

5. Unless otherwise defined herein, capitalized terms used herein shall have the same meaning as defined in the Purchase Agreement.

6. Notwithstanding anything in the Purchase Agreement and the Initial Assignment to the contrary, ASSIGNORS have not assigned, do not assign and do not intend to assign any trademark registrations and trademark applications listed in Schedule B hereto, and all renewals therefor, together with all translations, adoptions, derivations, and combinations thereof, all goodwill symbolized thereby and associated therewith, and the business to which such trademarks pertain, which business is ongoing and existing (the "Unassigned Trademarks") and ASSIGNEE does not accept any assignment of the Unassigned Trademarks. To the extent the Unassigned Trademarks have been assigned by ASSIGNORS to ASSIGNEE, ASSIGNEE assigns to BFG, its successors and assigns, all right, title and interest, if any, in and to said Unassigned Trademarks.

7. This Assignment may be executed in two or more counterparts each of which shall be deemed to be an original but all of which together shall constitute one and the same

instrument, binding on all the parties hereto notwithstanding that all parties have not signed the same counterpart.

In testimony whereof, **ASSIGNORS** have each signed below, by their respective duly authorized legal representatives, on this 25th day of June 2001, effective as of February 28, 2001.

**GOODRICH CORPORATION (formerly known as  
The B.F. Goodrich Company)**

By: 

Kenneth L. Wagner

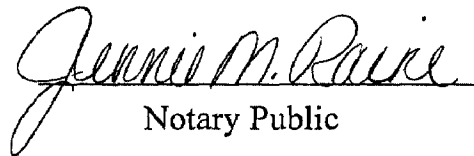
Title: Assistant Secretary

STATE OF NORTH CAROLINA )

:ss

COUNTY OF MECKLENBURG )

On this 25<sup>th</sup> day of June, 2001, before me appeared **ASSIGNOR GOODRICH CORPORATION (formerly known as The B.F. Goodrich Company)** who acknowledged execution of this Assignment as a free act by such **ASSIGNOR**.

  
Notary Public

**MY COMMISSION EXPIRES 8/12/2001**

**MITECH HOLDING CORPORATION**

By: *Kenneth L. Wagner*  
Kenneth L. Wagner

Title: Secretary

STATE OF NORTH CAROLINA )

:ss

COUNTY OF MECKLENBURG )

On this 25<sup>th</sup> day of June, 2001, before me appeared **ASSIGNOR MITECH HOLDING CORPORATION**, who acknowledged execution of this Assignment as a free act by such ASSIGNOR.

MY COMMISSION EXPIRES 8/12/2001

*Jennie M. Paine*  
Notary Public

**INTERNATIONAL GOODRICH TECHNOLOGY CORPORATION (formerly known as INTERNATIONAL B.F.GOODRICH TECHNOLOGY CORPORATION)**

By: *Kenneth L. Wagner*  
Kenneth L. Wagner

Title: Secretary

STATE OF NORTH CAROLINA )

:ss

COUNTY OF MECKLENBURG )

On this 25<sup>th</sup> day of 2001, before me appeared **ASSIGNOR INTERNATIONAL GOODRICH TECHNOLOGY CORPORATION (formerly known as International B.F.Goodrich Technology Corporation)**, who acknowledged execution of this Assignment as a free act by such ASSIGNOR.

MY COMMISSION EXPIRES 8/12/2001

*Jennie M. Paine*  
Notary Public



**BFGOODRICH HILTON DAVIS, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared **ASSIGNOR**  
**BFGOODRICH HILTON DAVIS, INC.**, who acknowledged execution of this Assignment as  
a free act by such ASSIGNOR.

\_\_\_\_\_  
Notary Public

**BFGOODRICH TEXTILE CHEMICALS, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared **ASSIGNOR**  
**BFGOODRICH TEXTILE CHEMICALS, INC.**, who acknowledged execution of this  
Assignment as a free act by such ASSIGNOR.

\_\_\_\_\_  
Notary Public

**BFGOODRICH FCC, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared **ASSIGNOR BFGOODRICH FCC, INC.**, who acknowledged execution of this Assignment as a free act by such **ASSIGNOR**.

\_\_\_\_\_  
Notary Public

**FCC ACQUISITION CORP.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared **ASSIGNOR FCC ACQUISITION CORP.**, who acknowledged execution of this Assignment as a free act by such **ASSIGNOR**.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT

On behalf of **ASSIGNEE PMD HOLDINGS CORP.**, I hereby acknowledge receipt of assignment -- for good and valuable consideration -- of the trademarks set forth in Schedule A.

**PMD HOLDINGS CORP.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

348965.03

Schedule A

TRADEMARK APPLICATIONS/REGISTRATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Reg'n. No.</u>	<u>Country</u>
<u>AQUONIUM</u>	<u>72/459431</u>	<u>984804</u>	<u>United States</u>
<u>CURE-RITE</u>	<u>43523/1-10-77</u>	<u>43523/1-10-77</u>	<u>Israel</u>
<u>FGG</u>	<u>76/165164/11-15-00</u>		<u>United States</u>
<u>FGG</u>	<u>76/165163/11-15-00</u>		<u>United States</u>

**Schedule B**  
**UNASSIGNED TRADEMAKRS**

Trademark	Application No.	Registration No.	Country
PATCO	1921820	1547515	Argentina
PATCO		817941274	Brazil
PATCO	755764	455279	Canada
PATCO	284019	446386	Chile
PATCO	233741	498130	Mexico
PATCO	222723	502894	Mexico
PATCO		011333	Peru
PATCO	74/555157	1959734	United States of America
TRANS-OXIDE		1482688	Argentina
TRANS-OXIDE	251166	251166	Australia
TRANS-OXIDE	651549	382352	Benelux
TRANS-OXIDE	344540	191195	Canada
TRANS-OXIDE	3320/82	913-1983	Denmark
TRANS-OXIDE	842034	1681076	France
TRANS-OXIDE	10810	952527	Germany
TRANS-OXIDE		335791	Indonesia
TRANS-OXIDE	34894C/71	613825	Italy
TRANS-OXIDE	20779/71	1039346	Japan
TRANS-OXIDE	3138/1971	23645	Korea, South
TRANS-OXIDE		M/B57599	Malaysia
TRANS-OXIDE	63114	452595	Mexico
TRANS-OXIDE		17386	Puerto Rico
TRANS-OXIDE	S/52666	B52666	Singapore
TRANS-OXIDE	71/3836	3836/71	South Africa
TRANS-OXIDE		53098	Taiwan
TRANS-OXIDE		583442	Taiwan
TRANS-OXIDE	73308	44424	Thailand
TRANS-OXIDE	B979550	B979550	United Kingdom
TRANS-OXIDE	72/248174	829682	United States of America
TRANS-OXIDE	9090/82	130534	Venezuela
TRANS-OXIDE (KATAKANA)	30116/71	1047799	Japan

**SUPPLEMENTAL ASSIGNMENT OF TRADEMARKS**

**WHEREAS**, Goodrich Corporation, formerly known as The B.F. Goodrich Company ("**BFG**"), a New York corporation of the United States of America, having its principal place of business at Four Coliseum Center, 2730 West Tyvola Road, Charlotte, North Carolina 28217-3022, entered into an Agreement for the Sale and Purchase of Assets, dated as of November 28, 2000, including all Schedules thereto and all supplements and amendments thereof (the "**Purchase Agreement**"), all terms of which are incorporated herein, with PMD Group Inc. (hereinafter referred to as "**PMD**"), a Delaware corporation of the United States of America, having its principal place of business at 65 East 55<sup>th</sup> Street, New York, New York 10022, wherein PMD agreed to purchase the Business (as defined in the Purchase Agreement) of BFG and its subsidiaries and affiliates (as defined in the Purchase Agreement), as fully set forth in the Purchase Agreement; and

**WHEREAS**, BFG and PMD entered into a Bill of Sale dated February 28, 2001 (the "**Bill of Sale**") in furtherance of the transfer and sale to PMD of the Sale Assets (as defined in the Purchase Agreement) contemplated in the Purchase Agreement; and

**WHEREAS**, BFG, and its subsidiaries, Mitech Holding Corporation ("**MHC**"), a Delaware corporation of the United States of America, having its principal place of business at 4 Coliseum Centre, 2730 West Tyvola Road, Charlotte, NC 28217; BFGoodrich Hilton Davis, Inc. ("**Hilton**"), a Delaware corporation of the United States of America, having its principal place of business at 2235 Langdon Farm Road, Cincinnati, OH 45237 f/k/a Hilton Davis Chemical Company; BFGoodrich Textile Chemicals, Inc. ("**Textile**"), a Delaware corporation of the United States of America, having its principal place of business at 8309 Wilkinson Boulevard, Charlotte, NC 28214 f/k/a Freedom Textile Chemicals Co.; International B.F. Goodrich Technology Corporation ("**IBFG**"), a Delaware corporation of the United States of America, having its principal place of business at 4 Coliseum Centre, 2730 West Tyvola Road, Charlotte, NC 28217; BFGoodrich FCC, Inc., f/k/a Freedom Chemical Company ("**BFGFCC**"), a Delaware corporation of the United States of America, having its principal place of business at 4 Coliseum Centre, 2730 West Tyvola Road, Charlotte, NC 28217, and FCC Acquisition Corp. ("**FAC**"), a Delaware corporation of the United States of America, having its principal place of business at 4 Coliseum Centre, 2730 West Tyvola Road, Charlotte, NC 28217 (collectively, BFG, MHC, Hilton, Textile, IBFG, BFGFCC, and FAC shall be referred to as "**ASSIGNORS**") are the sole and exclusive owners of all right, title, and interest in and to certain trademarks and service

marks relating to the Business (collectively referred to herein as "Trademarks") and have adopted and used such Trademarks identified in Schedule A, which Trademarks where indicated have been registered in the countries listed in such Schedule A; and

**WHEREAS**, PMD, through its subsidiary PMD Holdings Corporation ("PMD Holdings" or "ASSIGNEE"), an Illinois corporation, is desirous of acquiring all right, title, and interest in and to all of the Trademarks listed in Schedule A, all goodwill connected with the use thereof, symbolized thereby and associated therewith, and the Business of ASSIGNORS to which such Trademarks pertain; and

**WHEREAS**, the parties entered into an Assignment of Trademarks dated February 28, 2001 (the "Initial Assignment") and wish to supplement the Initial Assignment to effectuate the transactions contemplated by the Purchase Agreement.

**NOW THEREFORE**, for good and valuable consideration as set forth in this Supplemental Assignment of Trademarks (the "Assignment"), in the Purchase Agreement and in the Bill of Sale, the receipt and sufficiency of which are hereby acknowledged, ASSIGNORS and ASSIGNEE agree as follows:

1. ASSIGNORS each do hereby sell, assign and transfer to ASSIGNEE, its successors and assigns, all right, title and interest, if any, in and to said Trademarks set forth in Schedule A, and all applications, registrations, and renewals therefor, together with all translations, adoptions, derivations, and combinations thereof, all goodwill symbolized thereby and associated therewith, and the Business of ASSIGNORS to which said Trademarks pertain, which Business is ongoing and existing.

2. ASSIGNORS each further agrees to execute upon the request of ASSIGNEE such additional documents as are necessary to continue, secure, defend, register, and otherwise give full effect to and perfect the rights of ASSIGNEE under this Assignment, under the Purchase Agreement and under the Bill of Sale in the Trademarks and all Trademark Rights, and all applications, registrations, and renewals therefor, together with all translations, adoptions, derivations, and combinations thereof, identified in Schedule A, in the respective country or countries, the goodwill symbolized thereby and associated therewith, and the Business of ASSIGNORS to which the Trademarks pertain, which Business is ongoing and existing.

3. ASSIGNORS hereby authorize and request that the Commissioner of Patents and Trademarks of the United States, and each sovereign official holding a corresponding position of authority in any country within which any of the ASSIGNORS own Trademarks or have pending one or more Trademark applications relating to the Business to issue and to record the title of ASSIGNEE as owner of all right, title, and interest in and to the Trademarks and Trademark Rights, all applications, registrations, and renewals therefor, together with all translations, adoptions, derivations, and combinations thereof, identified in Schedule A, in the respective country or countries, the goodwill connected with the use thereof, symbolized thereby and associated therewith, and the Business of ASSIGNORS to which such Trademarks pertain, which Business is ongoing and existing.

4. All provisions of the Purchase Agreement and Bill of Sale are incorporated herein and govern this Assignment. Nothing herein is intended to modify, limit or otherwise affect the representations, warranties, covenants and agreements contained in the Purchase Agreement or Bill of Sale, and such representations, covenants and agreements shall remain in full force and effect in accordance with the terms of the Purchase Agreement and Bill of Sale. Except as expressly provided herein, in the event of a conflict between this Assignment and the Purchase Agreement or Bill of Sale, the provisions of the Purchase Agreement and the Bill of Sale, as applicable, shall govern, supersede, prevail and apply.

5. Unless otherwise defined herein, capitalized terms used herein shall have the same meaning as defined in the Purchase Agreement.

6. Notwithstanding anything in the Purchase Agreement and the Initial Assignment to the contrary, ASSIGNORS have not assigned, do not assign and do not intend to assign any trademark registrations and trademark applications listed in Schedule B hereto, and all renewals therefor, together with all translations, adoptions, derivations, and combinations thereof, all goodwill symbolized thereby and associated therewith, and the business to which such trademarks pertain, which business is ongoing and existing (the "Unassigned Trademarks") and ASSIGNEE does not accept any assignment of the Unassigned Trademarks. To the extent the Unassigned Trademarks have been assigned by ASSIGNORS to ASSIGNEE, ASSIGNEE assigns to BFG, its successors and assigns, all right, title and interest, if any, in and to said Unassigned Trademarks.

7. This Assignment may be executed in two or more counterparts each of which shall be deemed to be an original but all of which together shall constitute one and the same



instrument, binding on all the parties hereto notwithstanding that all parties have not signed the same counterpart.

In testimony whereof, **ASSIGNORS** have each signed below, by their respective duly authorized legal representatives, on this \_\_\_\_\_ day of \_\_\_\_\_, 2001, effective as of February 28, 2001.

**GOODRICH CORPORATION (formerly known as  
The B.F.Goodrich Company)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NORTH CAROLINA )

:ss

COUNTY OF MECKLENBURG )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared **ASSIGNOR  
GOODRICH CORPORATION (formerly known as The B.F.Goodrich Company)**, who  
acknowledged execution of this Assignment as a free act by such **ASSIGNOR**.

\_\_\_\_\_  
Notary Public

**MITECH HOLDING CORPORATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NORTH CAROLINA )

:ss

COUNTY OF MECKLENBURG )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared **ASSIGNOR MITECH HOLDING CORPORATION**, who acknowledged execution of this Assignment as a free act by such ASSIGNOR.

\_\_\_\_\_

Notary Public

**INTERNATIONAL GOODRICH TECHNOLOGY CORPORATION (formerly known as INTERNATIONAL B.F. GOODRICH TECHNOLOGY CORPORATION)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NORTH CAROLINA )

:ss

COUNTY OF MECKLENBURG )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me appeared **ASSIGNOR INTERNATIONAL GOODRICH TECHNOLOGY CORPORATION (formerly known as INTERNATIONAL B.F. GOODRICH TECHNOLOGY CORPORATION)**, who acknowledged execution of this Assignment as a free act by such ASSIGNOR.

\_\_\_\_\_

Notary Public

**BFGOODRICH HILTON DAVIS, INC.**  
**(Now Known As NOVEON HILTON DAVIS, INC.)**

By: Charles R. Cliff

Title: \_\_\_\_\_

STATE OF Ohio )

COUNTY OF Cuyahoga )

On this 20<sup>th</sup> day of November, 2001, before me appeared ASSIGNOR  
**BFGOODRICH HILTON DAVIS, INC. (Now Known As NOVEON HILTON DAVIS,  
INC.)** who acknowledged execution of this Assignment as a free act by such ASSIGNOR.

MARY ELLEN STOLL  
Notary Public - State of Ohio  
My Commission Expires November 2, 2003  
(Recorded in Medina County)

Mary Ellen Stoll  
Notary Public

**BFGOODRICH TEXTILE CHEMICALS, INC.**  
**(Now Known As NOVEON TEXTILE  
CHEMICALS, INC.)**

By: Charles R. Cliff

Title: \_\_\_\_\_

STATE OF Ohio )

COUNTY OF Cuyahoga )

On this 20<sup>th</sup> day of November, 2001, before me appeared ASSIGNOR  
**BFGOODRICH TEXTILE CHEMICALS, INC. (Now Known As NOVEON TEXTILE  
CHEMICALS, INC.)**, who acknowledged execution of this Assignment as a free act by such  
ASSIGNOR.

MARY ELLEN STOLL  
Notary Public - State of Ohio  
My Commission Expires November 2, 2003  
(Recorded in Medina County)

Mary Ellen Stoll  
Notary Public

**BFGOODRICH FCC, INC.**  
**(Now Known As NOVEON FCC, INC.)**

By: Christopher R. Chaff

Title: \_\_\_\_\_

STATE OF Ohio )  
COUNTY OF Cuyahoga )

On this 20<sup>th</sup> day of November, 2001, before me appeared ASSIGNOR  
**BFGOODRICH FCC, INC. (Now Known As NOVEON FCC, INC.)** who acknowledged  
execution of this Assignment as a free act by such ASSIGNOR.

MARY ELLEN STOLL  
Notary Public - State of Ohio  
My Commission Expires November 2, 2005  
(Recorded in Medina County)

Mary Ellen Stoll  
Notary Public

**FCC ACQUISITION CORP.**

By: Christopher R. Chaff

Title: \_\_\_\_\_

STATE OF Ohio )  
COUNTY OF Cuyahoga )

On this 20<sup>th</sup> day of November, 2001, before me appeared ASSIGNOR  
**FCC ACQUISITION CORP.**, who acknowledged execution of this Assignment as a free  
act by such ASSIGNOR.

MARY ELLEN STOLL  
Notary Public - State of Ohio  
My Commission Expires November 2, 2005  
(Recorded in Medina County)

Mary Ellen Stoll  
Notary Public

ACKNOWLEDGMENT

On behalf of **ASSIGNEE PMD HOLDINGS CORP. (Now Known As NOVEON IP HOLDINGS CORP.)**, I hereby acknowledge receipt of assignment -- for good and valuable consideration -- of the trademarks set forth in Schedule A.

**PMD HOLDINGS CORP.**  
**(Now Known As NOVEON IP HOLDINGS CORP.)**

By: Clinton R. Cliff

Title: \_\_\_\_\_

Schedule A  
TRADEMARK APPLICATIONS/REGISTRATIONS

<u>AQUONIUM</u>	<u>72/459431</u>	<u>984804</u>	<u>United States</u>
<u>CURE-RITE</u>	<u>43523/1-10-77</u>	<u>43523/1-10-77</u>	<u>Israel</u>
<u>FGG</u>	<u>76/165164/11-15-00</u>		<u>United States</u>
<u>FGG</u>	<u>76/165163/11-15-00</u>		<u>United States</u>

**Schedule B**  
**UNASSIGNED TRADEMAKRS**

<b>Trademark</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Country</b>
PATCO	1921820	1547515	Argentina
PATCO		817941274	Brazil
PATCO	755764	455279	Canada
PATCO	284019	446386	Chile
PATCO	233741	498130	Mexico
PATCO	222723	502894	Mexico
PATCO		011333	Peru
PATCO	74/555157	1959734	United States of America
TRANS-OXIDE		1482688	Argentina
TRANS-OXIDE	251166	251166	Australia
TRANS-OXIDE	651549	382352	Benelux
TRANS-OXIDE	344540	191195	Canada
TRANS-OXIDE	3320/82	913-1983	Denmark
TRANS-OXIDE	842034	1681076	France
TRANS-OXIDE	10810	952527	Germany
TRANS-OXIDE		335791	Indonesia
TRANS-OXIDE	34894C/71	613825	Italy
TRANS-OXIDE	20779/71	1039346	Japan
TRANS-OXIDE	3138/1971	23645	Korea, South
TRANS-OXIDE		M/B57599	Malaysia
TRANS-OXIDE	63114	452595	Mexico
TRANS-OXIDE		17386	Puerto Rico
TRANS-OXIDE	S/52666	B52666	Singapore
TRANS-OXIDE	71/3836	3836/71	South Africa
TRANS-OXIDE		53098	Taiwan
TRANS-OXIDE		583442	Taiwan
TRANS-OXIDE	73308	44424	Thailand
TRANS-OXIDE	B979550	B979550	United Kingdom
TRANS-OXIDE	72/248174	829682	United States of America
TRANS-OXIDE	9090/82	130534	Venezuela
TRANS-OXIDE (KATAKANA)	30116/71	1047799	Japan