

10.31.01

12-06-2001

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



101908696

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

1. Name of conveying party(ies):
 PMC, Inc.
 12243 Branford Street
 Sun Valley, CA 91352
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (Delaware)
 Other _____
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: PMC Specialities Group, Inc.
 Internal _____
 Address: _____
 Street Address: 20525 Center Ridge Road
 City: Rocky River State: OH Zip: 44116
 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:
 Assignment Merger
 Security Agreement Change of Name
 Other Asset Contribution
 Execution Date: June 1, 1994

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
0779305
 Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Daniel D. Frohling
 Internal Address: Pattishall, McAuliffe,
Newbury, Hilliard & Geraldson
 Street Address: 311 South Wacker, Suite 5000
 City: Chicago State: IL Zip: 60606

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
16-0650
 (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.
DANIEL FROHLING 10/31/01
 Name of Person Signing Signature Date
 Total number of pages including cover sheet, attachments, and document: 5

12/05/2001 DDYRNE 00000154 0779305

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

01 FC:481

TRADEMARK
REEL: 002403 FRAME: 0001

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT ("Agreement") is made as of June 1, 1994 ("Effective Date") by and between PMC, Inc., a Delaware corporation ("PMC"), and PMC Specialties Group, Inc., a Delaware corporation ("Company"), with reference to the following facts:

A. PMC currently conducts a part of its business through the PMC Specialties Group Division of PMC ("Division").

B. PMC is the owner and holder of all issued and outstanding shares of capital stock of Company.

C. PMC wishes to transfer to Company as a contribution to capital substantially all of the assets used in connection with operation of the businesses conducted by the Division in Rocky River, Ohio and Cincinnati Ohio, a former business conducted in Santa Fe Springs, California, and the capital stock of affiliates is the United Kingdom and Canada (collectively, the "Business"). Company wishes to accept such contribution.

D. PMC requires, as a condition of such contribution, that Company assume certain liabilities of PMC arising in connection with the Business and that Company indemnify PMC against certain liabilities arising out of the operation of the Business both before and after the date of such contribution, and Company is willing to provide such assumption and indemnification.

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

1. **Contribution of Assets.** PMC does hereby assign and transfer to the Company as of the Effective Date all of PMC's right, title, and interest in and to the Assets (as defined in Section 2), free and clear of all liens, restrictions, mortgages or encumbrances of any nature except the Assumed Liabilities (as defined in Section 4) and the liens set forth on Schedule 1 attached hereto (the "Permitted Liens").

2. **Description of Assets.** The term "Assets" shall mean all of PMC's right, title and interest in and to the assets except the Excluded Assets (as defined in Section 3) that are used in connection with, or related to, the Business, wherever located, including, without limitation, the following:

e:\wj\spin\contrib.rr

a. Balance Sheet Assets. Those assets set forth on the pro forma balance sheet (the "Balance Sheet") attached hereto as Schedule 2.

b. Real Property. The real property commonly known as 501 Murray Road, Cincinnati, Ohio and all improvements, fixtures and fittings thereto and thereon and the real property commonly known as 10051 Romandel Avenue, Santa Fe Springs, California and all improvements, fixtures and fittings thereto and thereon (the "Real Property"), legal descriptions of which are attached hereto as Schedule 5.

c. Real Property Leases. The tenant's interest under the Office Lease dated March 2, 1994 between PMC and Park-West Building Company covering premises located at 20525 Center Ridge Road, Suite 235, Rocky River, Ohio (the "Real Property Lease").

d. Machinery, Equipment, Furniture, Fixtures and Vehicles. All machinery, equipment, furniture, fixtures and all vehicles owned or leased by PMC and used or held for use in the operation of the Business, wherever located, including, without limitation, those listed on Schedule 3 hereto ("Equipment").

e. Supplies. All factory, factory-related and office supplies, wherever located and owned by PMC and used or held for use in the operation of the Business including, but not limited to sales literature brochures, catalogs and art work ("Supplies").

f. Contracts. All transferable contracts, agreements, commitments, customer purchase orders and customer contracts, equipment leases, purchase orders, and leases of personal property used in the Business (the "Contracts") subject to the terms, covenants and conditions of such Contracts, including, without limitation, that certain Settlement Agreement dated April 23, 1991 by and among PMC, Inc., Philip E. Kamins and Ferro Corporation..

g. Accounts Receivable. All accounts and notes receivable due to PMC in connection with the operation of the Business as of the Effective Date, including, without limitation, those accounts and notes receivable listed on Schedule 4 hereto and those set forth on the Balance Sheet (the "Accounts Receivable").

h. Intellectual Property. All of PMC's right, title, and interest in and to all patents and patent applications, trademarks, trade names, product names, fictitious business names, copyrights, copyright applications and uncopyrighted works, trade secrets, inventions, know-how, processes, formulas, product ingredients, requirements and specifications, designs, technology, software, research and experimental data, and all licenses and rights to use the same, and all applications therefor, and all other proprietary rights and information used in connection with the Business, and all claims and benefits of any kind against third

parties in connection therewith (the "Intellectual Property").

i. Licenses and Permits. All of PMC's right, title and interest in, to and under all transferable licenses, permits and authorizations relating to the operations and products of the Business, including, without limitation, any licenses, permits, registrations and authorizations from or with federal, state or foreign regulatory authorities (the "Permits").

j. Prepaid Expenses and Deposits. All prepaid expenses, security deposits, refunds and credits, including refunds, credits and deposits for taxes (except income taxes) of PMC, and customer deposits and advances and employee advances, arising out of or in connection with the Business (the "Prepaid Expenses").

k. Records and Files. All books, records and computer files relating to the Business, including, without limitation, customer files and lists, supplier files and lists, credit files, sales records, price lists, research and development records, product requirements and specifications, manufacturing bids, environmental records, operating permit files, personnel files, advertising, promotional and marketing materials, technical notebooks, manuals and reports, diagnostic testing manuals, drawings, models, blueprints, treatises, books and other publications (the "Records").

l. Insurance Policies. All of PMC's rights and claims under any and all property, liability and other insurance policies, both past and current, insuring the interest of PMC in any of the Assets, or insuring PMC against liabilities arising from operation of the Business (the "Insurance Claims").

m. Cash and Cash Equivalents. Cash and cash equivalents owned by PMC arising from or used in connection with the Business in the amount set forth on the Balance Sheet.

n. Other Tangible Property. All other tangible personal property owned by PMC, and PMC's leasehold or other interest in any other tangible personal property, which is used or held for use in the operation of the Business.

o. Stock. All shares of capital stock (the "Stock") owned directly by PMC or for the benefit of PMC of (i) PMC Specialties International Limited, a corporation organized under the laws of the United Kingdom, (ii) Kingsley & Keith (Canada) Inc., a corporation organized under the laws of Canada, and (iii) 115th Street Corporation, a Delaware corporation.

3. Excluded Assets. Except as otherwise set forth herein, the Assets shall not include any of the following ("Excluded Assets"):

a. Inventory. All inventories of the Business, wherever

e. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws (without giving effect to the law of conflicts) of the State of California.

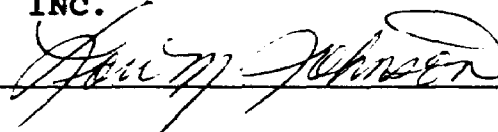
f. **Incorporation of Exhibits and Schedules.** The Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

g. **Amendment.** This Agreement may be amended only by a written agreement executed by all of the parties to this Agreement.

h. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

PMC, INC.

By: 

Title: Vice President

PMC SPECIALTIES GROUP, INC.

By: 

Title: C.F.O.

PATTISHALL, MCAULIFFE, NEWBURY, HILLIARD & GERALDSON

ATTORNEYS AT LAW

SUITE 5000

311 SOUTH WACKER DRIVE
CHICAGO, ILLINOIS 60606

(312) 554-8000

FACSIMILE
(312) 554-8015

www.pattishall.com

WASHINGTON, D.C. OFFICE
320 WATERGATE SIX HUNDRED
WASHINGTON, D.C. 20037
(202) 338-1300
FACSIMILE
WASHINGTON (202) 338-9349

DANIEL D. FROHLING
(312) 554-7969
dfrohling@pattishall.com

October 31, 2001

VIA EXPRESS MAIL

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

**Re: Recordation of VERSATYL
Reg. No. 0,779,305
Our File #: 66800-00009**

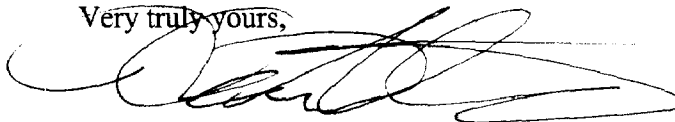
Dear Sir:

Please find enclosed the following documents:

1. Recordation cover sheet evidencing the Asset Contribution of Registration Number 0,779,305 from PMC, Inc. to PMC Specialities Group, Inc.; and
2. A check in the amount of \$40 to cover filing fees.

If you have any questions please give me a call at 312-554-7969.

Very truly yours,



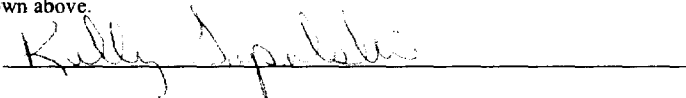
DDF/kat
Enclosure

CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10

"Express Mail" Mailing Label Number: EL394841190US

Date of Deposit: 10/31/01

I, Kelly Topolski, hereby certify that the document to which this Certificate is affixed is being deposited with the United States Postal Service as Express Mail, postage prepaid, in an envelope addressed to: Commissioner for Patent and Trademarks, Box Assignments, Washington, D.C. 20231 on the Date of Deposit shown above.



98494v1

RECORDED: 10/31/2001

TRADEMARK
REEL: 002403 FRAME: 0006