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TRADEMARK ONLY

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

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

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

1. Name of conveying party(ies): 1/9/02
THE BF GOODRICH COMPANY

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

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

2. Name and address of receiving party(ies)
Name: **CHP ACQUISITION GROUP, INC.**

Internal Address: _____
Address: _____

Street Address: **175 Echelon Road**
City: **Greenville** State: **SC** Zip: **29605**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **North Carolina**
 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: **February 22, 2001**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) **1,959,734**

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **ELIZABETH PASQUINE, ESQ.**

Internal Address: _____
KILPATRICK STOCKTON LLP

Street Address: **Suite 300**
11130 Sunrise Valley Drive

City: **Reston** State: **VA** Zip: **20191-4329**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41).....\$ **40.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-1928

DO NOT USE THIS SPACE

9. Signature.
Elizabeth Pasquine
Name of Person Signing

Elizabeth Pasquine January 8, 2002
Signature Date

Total number of pages including cover sheet, attachments, and document: **6**

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

01/14/2002 LWEILLER 00000245 501928 1959734
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TRADEMARK
REEL: 002423 FRAME: 0081

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Agreement") is made as of this 22nd day of February, 2001 among **CHP ACQUISITION GROUP, INC.**, a North Carolina corporation ("Assignee"), and **THE B.F.GOODRICH COMPANY**, a New York corporation ("Assignor").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of February 22 2001 among Assignor and Assignee (the "Purchase Agreement"), Assignor agreed to sell, assign and transfer to Assignee, and Assignee agreed to purchase and acquire from Assignor, substantially all of the assets and properties relating to the Dye Business or the Drum Business (as defined in the Purchase Agreement), including, without limitation, the logos, trade styles, trade names, trademarks, and service marks set forth in Schedule A attached hereto, all registrations or pending applications therefor, all common law rights therein, and all goodwill associated therewith (collectively, the "Intellectual Property");

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement, and such further mutual covenants herein contained, the parties hereto agree as follows:

1. Transfer of Intellectual Property. Assignor does hereby sell, convey, transfer, assign and deliver unto Assignee, its successors and assigns, the entire right, title and interest in, to and under the said Intellectual Property, together with the goodwill of the business symbolized by the Intellectual Property and all rights to sue and recover for any past infringements of any of the Intellectual Property, the same to be held and enjoyed by said Assignee for its own use and for the use of its successors and assigns.
2. Further Assurances. From time to time following delivery of this Agreement, the parties shall execute and deliver, or cause to be executed and delivered, at such party's own expense, to each other such other instruments and documents as may be reasonably requested or as may be otherwise reasonably necessary to consummate the transactions contemplated by the Purchase Agreement. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any license, certificate, approval, authorization, agreement, contract, lease, easement or other commitment included in the Assets if an attempted assignment thereof without the consent of a third party thereto or Governmental Authority would constitute a breach thereof or a violation of applicable law. If any such consent shall not be obtained or if any attempted assignment would be ineffective, Seller shall cooperate to the extent permitted by law with the Purchaser in any other reasonable arrangement designed to provide to Purchaser the benefits of any such license, certificate, approval, authorization, agreement, contract, lease, easement or other commitment.

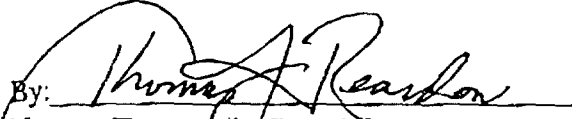
1. Capitalized Terms. All capitalized terms not defined in this Agreement shall have the meanings assigned to them in the Purchase Agreement.

2. Governing Law. This Agreement shall be construed in accordance with the laws of the State of North Carolina, without regard to the principles of conflicts of law.

IN WITNESS WHEREOF, Assignors and Assignee have duly executed and delivered this Agreement solely for the purposes set forth above, all as of the date first above written.

ASSIGNEE:

CHP ACQUISITION GROUP, INC.

By: 
Name: ~~Thomas J. Reardon~~
Title: ~~President~~

(CORPORATE SEAL)

ASSIGNOR:

THE B.F.GOODRICH COMPANY

By: _____
Name: Scott E. Kuechle
Title: Vice President

(CORPORATE SEAL)

IN WITNESS WHEREOF, Assignors and Assignee have duly executed and delivered this Agreement solely for the purposes set forth above, all as of the date first above written.

ASSIGNEE:

CHP ACQUISITION GROUP, INC.

By: _____
Name:
Title:

(CORPORATE SEAL)

ASSIGNOR:

THE B.F. GOODRICH COMPANY

By: Scott E. Kuechle
Name: Scott E. Kuechle
Title: Vice President

(CORPORATE SEAL)

SCHEDULE A

Intellectual Property to be Assigned

Trademarks

Patcovat™ dye stuffs

Patco® indigo dyes

Patcosul™ sulfur dyes

Patcospere™ disperse dyes

Patco Lite™ dyes

Patco Alum™ dyes

WINLIB01:865861.2