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

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

1. Name of conveying party(ies):
Crompton Manufacturing Company, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State -New Jersey
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name of address of receiving party(ies)
Name: Uniroyal Chemical Company, Inc.
Internal Address: _____
Street Address: Benson Road
City: Middlebury State: CT/USA Zip: 06749
 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 _____
Execution Date: 12312000

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76141303
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1671531, 0926631

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jacqueline P. Scheib
Internal Address: _____
Street Address: Robinson & Cole LLP
280 Trumbull Street
City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41) \$90.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
18-1685
(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.
Jacqueline P. Scheib Jacqueline P. Scheib January 30, 2002
Name of Person Signing Signature Date

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

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

02/20/2002 TDIAZI 00000091 76141303

01 FC:481 40.00 OP
02 FC:482 50.00 OP

IIART1-997743-1

TRADEMARK
REEL: 002446 FRAME: 0853

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT ("Agreement"), effective as of midnight on December 31, 2000 (the "Effective Date"), is made and entered into by and between Crompton Manufacturing Company, Inc., a New Jersey corporation formerly known as Uniroyal Chemical Company, Inc. and having an address at Benson Road, Middlebury, CT 06749 ("CMCI") and Uniroyal Chemical Company, Inc., a Delaware corporation and having an address at Benson Road, Middlebury, CT 06749 ("Recipient").

WHEREAS, CMCI is the owner of all right, title and interest in and to the intellectual property described on Schedule A (the "Intellectual Property") attached hereto; and

WHEREAS, CMCI desires to transfer the Intellectual Property to Recipient and Recipient desires to accept such transfer and assume all rights and obligations of CMCI associated with the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration as more particularly set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** CMCI hereby grants, bargains, sells, conveys, assigns, transfers and delivers all of the Intellectual Property to Recipient, including without limitation, the right to any registrations, continuations, continuations-in-part, divisionals, reissues or reexaminations thereof, the right to prosecute any applications thereof, the right to have any registrations, continuations, continuations-in-part, divisionals, reissues or reexaminations thereof issue in the name of the Recipient, the right to file for registration thereof in any country in the world with the full benefit of any priorities which may now or in the future be granted by law or by treaty, the right to apply for and obtain any renewal of any registrations thereof, the right to sue for past and future infringement and the right to the goodwill of the business symbolized thereby, and Recipient hereby accepts such Intellectual Property.

2. **Encumbered Intellectual Property.** In the event the Intellectual Property includes any Intellectual Property which can not be freely transferred, sold, assigned or otherwise conveyed by CMCI to Recipient without the consent of, or notice to, any third party which is not an affiliate of CMCI, such Intellectual Property shall be assigned hereunder only to the extent, and only from and after such time as, CMCI shall have obtained the requisite consent or delivered the requisite notice to the appropriate third party or parties (the "Encumbered Intellectual Property"). From and after the Effective Date, CMCI shall, to the greatest extent permitted, hold Encumbered Intellectual Property for the exclusive use and benefit of Recipient until the required notice has been given or consent obtained. Upon the giving of such notice or obtaining of such consent with respect to any Encumbered Intellectual Property, no further conveyance or assignment shall be required between the parties with respect to the Encumbered Intellectual Property, but full and complete title to such Intellectual Property shall automatically become vested in Recipient by virtue of this Agreement.

3. **Consideration.** This Assignment is given to the Recipient in consideration for stock pursuant to Section 351 of the Internal Revenue Code wherein CMCI wholly owns

Recipient and additional shares will not be issued pursuant to this transfer, with this transfer being treated as a contribution to capital to Recipient pursuant to Section 118 of the Internal Revenue Code.

4. Representations and Warranties. This Agreement is subject to the terms and conditions of that certain Conveyance Agreement, dated of equal date herewith, by and between CMCI and Recipient (the "Conveyance Agreement") and the respective representations, warranties, covenants, agreements and obligations made in the Conveyance Agreement are incorporated herein by reference, constitute an integral part of this Agreement and shall survive the execution and delivery of this Agreement.

5. Further Assurances. From time to time after the date hereof, and without any further consideration, each party agrees to execute and deliver such instruments of conveyance, assignment, transfer and delivery, and take such other action, as the other may reasonably request in order more effectively to vest in Recipient beneficial and record title to the Intellectual Property and to put Recipient in actual possession and operating control of such Intellectual Property.

6. Miscellaneous. Regardless of when executed, this Agreement shall be effective as of midnight on December 31, 2001. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut, without regard to its conflict of law principles.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

CROMPTON MANUFACTURING COMPANY, INC.

By: *Daniel Reitenbach*
Name: Daniel Reitenbach
Title: Assistant Secretary

UNIROYAL CHEMICAL COMPANY, INC.

By: *Daniel Reitenbach*
Name: Daniel Reitenbach
Title: Assistant Secretary

STATE OF CONNECTICUT)
) :ss
COUNTY OF NEW HAVEN)

The foregoing instrument was acknowledged before me this 8th day of November, 2001, by Daniel Reitenbach of Crompton Manufacturing Company, Inc. as his act and deed, and the free act and deed of said corporation.

Patricia J. Knizley
Notary Public
My commission expires: **PATRICIA J. KNIZLEY**
NOTARY PUBLIC
My Commission Expires Feb. 28, 2002

STATE OF CONNECTICUT)
) :ss
COUNTY OF NEW HAVEN)

The foregoing instrument was acknowledged before me this 8th day of November, 2001, by Daniel Reitenbach of Uniroyal Chemical Company, Inc. as his act and deed, and the free act and deed of said corporation.

Patricia J. Knizley
Notary Public
My commission expires: **PATRICIA J. KNIZLEY**
NOTARY PUBLIC
My Commission Expires Feb. 28, 2002

Schedule A

TRADEMARK	REGISTRATION NO.	APPLICATION NO.
LEAFLESS		76/141,303
SUNPROOF	1,671,531	
ROYAL SLO-GRO	926,631	