

04-19-2002

FORM PTO-1594
1-11-92

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

102061842

2.21.01

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

1. Name of conveying party(ies): **SHELL OIL COMPANY**

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other Delaware Company

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: February 28, 2001

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

Name: SHELL ELASTOMERS LLC
 Internal Address: _____
 Street Address: Westhollow Technology Center
3333 Hwy. 6 South
 City: Houston State: TX ZIP: 77033

- 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
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 75/810,809

B. Trademark Registration No.(s) 865,547 ; 794,983 ; 898,505 ; 2,065,795 ; 2,331,579 ; 1,710,040

Additional numbers attached? Yes No

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

Name: Michael Holland, Esq.
 Internal Address: Simpson Thacher & Bartlett

 Street Address: 425 Lexington Avenue

 City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$ 190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

50-1951 (KRATON POLYMERS US LLC)
 (Attached 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.

Michael Holland, Esq.
Name of Person Signing

Signature

2/28/01
Date

Total number of pages comprising cover sheet: 5

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

TRADEMARK
REEL: 002487 FRAME: 0121

**GENERAL ASSIGNMENT OF TRADEMARKS FROM SHELL OIL COMPANY
TO SHELL ELASTOMERS LLC**

WHEREAS, SHELL OIL COMPANY of One Shell Plaza, Houston, Texas 77001 (hereinafter "Shell") is the owner of, or has the right to assign, the applications, common law rights and registrations for the marks shown on Schedule A; and

WHEREAS, Shell Elastomers LLC (hereinafter "Assignee"), a company formed under the laws of Delaware is desirous of acquiring said marks and the registrations thereof; and

WHEREAS, Shell and Ripplewood Chemical Acquisition LLC, have entered into a Master Sale Agreement dated as of August 31, 2000 (the "MSA") for the purchase by Ripplewood Chemical Acquisition of Assignee;

NOW THEREFORE, for good and valuable consideration, receipt of which is acknowledged, subject to the provisions of this Assignment, Shell assigns to Assignee, all right, title and interest in and to the marks shown on Schedule A (hereinafter the "Trademarks"), and any other rights and privileges associated therewith under relevant law, including the right to file applications for registrations of any rights assigned under this Assignment and the right to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or unauthorised use or conduct in derogation of the Trademarks occurring after the Effective Date, including the right to receive all proceeds and damages therefrom, together with the goodwill attached to and symbolized by the Trademarks, but no other or greater goodwill. Assignee, by acceptance hereof, recognizes that it is solely responsible for drafting, filing or recording of any documents necessary to effect or complete the transfer, any continuing prosecution or maintenance of the marks or registrations, and incurring and paying any expenses and fees, including but not limited to legal and government fees and stamp duty.

For a reasonable time after the Effective Date, but in no event later than two (2) years after the Effective Date, Shell agrees to cooperate, at the written request and at the expense of Assignee, with Assignee to record this assignment of the Trademarks and to support Assignee's efforts to maintain the Trademarks; provided that it is

expressly acknowledged that such cooperation shall be limited to complying with reasonable requests of Assignee to: (i) execute recordal documents in a form acceptable to Shell; and (ii) provide relevant specimens, documents and/or information which are necessary to sustain the Certificates of Registration for the Trademarks, provided that such specimens, documents and/or information are in the possession of Shell at the time such request is made and provided that such specimens, documents and/or information are not in the possession of Assignee.

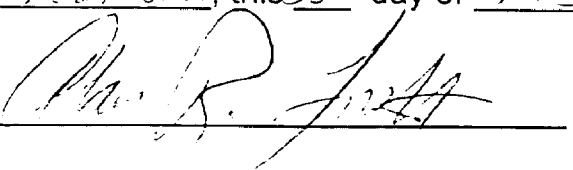
Shell and Assignee agree that the assignment of each of the Trademarks shall be construed as separate and divisible from the assignment of every other Trademark. The unenforceability or invalidity of this Assignment with respect to any one of the Trademarks shall not limit its enforceability or validity, in whole or in part, with respect to any other Trademark.

Notwithstanding anything to the contrary contained in this Assignment, this Assignment is subject to the agreements, licenses and limitations which has been disclosed to Assignee in connection with the transactions contemplated by the MSA.

This Assignment and the relationship hereunder between the Parties shall be exclusively interpreted in accordance with and governed by the law of the State of Delaware.

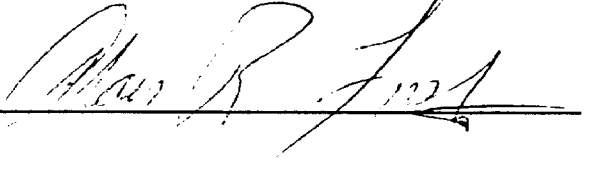
IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed at the places and on the dates indicated below.

Houston, Texas USA, this 28th day of February, 2001

Signed: 

SHELL OIL COMPANY

Houston, Texas USA, this 28th day of February, 2001

Signed: 

SHELL ELASTOMERS LLC