

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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.

<p>1. Name of conveying party(ies): TRIPLE A SPECIALTY CO.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>KFM Manufacturing Company, Inc.</u> Internal Address: _____ Address: _____ Street Address: <u>18-35 River Road</u> City: <u>Fair Lawn</u> State: <u>NJ</u> Zip: <u>07410</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>New Jersey</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>April 30, 2002</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) See attached</p>
<p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>David A. Alman</u> Internal Address: <u>Much Shelist Freed</u> <u>Denenberg Ament & Rubenstein PC</u> Street Address: <u>Suite 2100</u> <u>200 North LaSalle Street</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u></p>	<p>6. Total number of applications and registrations involved: 9</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>240.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <u>[Signature]</u></p> <p>8. Deposit account number: <u>134825</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

STEVEN FELNER VP [Signature] 5-2-02
Name of Person Signing Signature Date

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

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

Attachment to PTO-1594
Conveying trademarks from Triple A Specialty Co. to Kem Manufacturing Company, Inc.

4. B. Trademark Registration Numbers:

Reg. No. 1,737,491

Reg No. 1,941,105

Reg No. 1,936,204

Reg No. 1,361,450

Reg No. 1,489,158

Reg No. 836,627

Reg No. 1,447,164

Reg No. 1,487,473

Reg No. 1,376,938

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of April 30, 2002 (this "Assignment"), is between TRIPLE A SPECIALTY CO., an Illinois corporation ("Assignor"), and KEM MANUFACTURING COMPANY, INC., a New Jersey corporation ("Assignee").

RECITALS

A. Assignor and Assignee have entered into that certain Inventory Purchase Agreement dated this date (the "Inventory Purchase Agreement"), relating to the purchase and sale of certain assets of Seller. All terms used herein and not otherwise defined shall have meanings given to them in the Inventory Purchase Agreement.

B. This Assignment is executed and delivered pursuant to the Inventory Purchase Agreement.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Consideration. For good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor assigns, transfers and sells the Acquired Intellectual Property to Assignee.

2. Grant of Rights to Intellectual Property. Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, Assignor's rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (i) rights to file and register the Acquired Intellectual Property in Assignee's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on present or future infringements of the Acquired Intellectual Property, as well as all other claims and rights to damages associated with the Acquired Intellectual Property, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) goodwill associated with the Acquired Intellectual Property.

3. Further Instruments. Assignor shall execute, acknowledge and deliver to Assignee such further instruments and documents which relate to the Acquired Intellectual Property as set forth in this Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Acquired Intellectual Property and all claims or rights thereunder.

4. No Retained Rights. Assignor's assignment of the Acquired Intellectual Property to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Acquired Intellectual Property, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any

right, title or interest in the Acquired Intellectual Property. Assignor acknowledges and agrees that the Acquired Intellectual Property constitutes the sole and exclusive property of Assignee.

5. Authorization. Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Acquired Intellectual Property; and (iii) to perform all of its obligations under this Assignment. Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the preceding.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignee, its successors and assigns and Assignor and its permitted successors. This Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Assignment. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument that concerns or affects the subject matter of this Assignment.

7. Complete Understanding. This Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument that both parties sign.

8. Severability. If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

9. Waiver. A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement by and through their duly authorized officers as of the date first written above.

ASSIGNOR:

TRIPLE A SPECIALTY CO.

By: [Signature]
Name: Mervyn Petrucci
Title: VP

ASSIGNEE:

KEM MANUFACTURING COMPANY, INC.

By: [Signature]
Name: Kenneth Brown
Title: VP - Treasurer

M U C H S H E L I S T

ATTORNEYS AT LAW
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SUITE 2100
CHICAGO, ILLINOIS 60601.1095

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FACSIMILE TRANSMITTAL FORM

DATE: July 24, 2002

TO: Assignment Services Division

ATTN: United States Patent and Trademark Office

FAX NUMBER: 703-306-5995

RECIPIENT'S PHONE: 703-308-9723

FROM: Juanita Phillips

NO. OF PAGES: 6

(Including Cover Sheet)

PLEASE CALL (312) 346-3100, EXT. 658, IF YOU DO NOT RECEIVE ALL OF THE PAGES.

CLIENT NUMBER.MATTER NUMBER 0001149.003

EQUITRAC BILLING NUMBER/CODE 896

MESSAGE:

Please see enclosed Recordation Form Cover Sheet - Trademarks (2 pages) and enclosed Intellectual Property Assignment Agreement (3 pages).

PLEASE RETURN FAX CONFIRMATION TO: Juanita Phillips, 21st Floor

WARNING: This telecopier transmittal may contain confidential or privileged information intended only for the use of the individual or entity named on this cover sheet. If you are not the intended recipient, please understand that any disclosure, copying, distribution, or use of the contents of this transmittal is strictly prohibited. If you have received this transmittal in error, please notify us by telephone immediately so we can arrange for retrieval of the original documents at no cost to you. Thank you.

TRADEMARK