

06-17-2002



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

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): ONDEO-Nalco Company
6-17-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Delaware
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Northern Coatings & Chemical Co.
Internal Address:
Street Address: 705 6th Avenue, P.O. Box 456
City: Menominee State: MI Zip: 49858
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Michigan
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: Apr 26, 02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 73529487
B. Trademark Registration No.(s) 1412781
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: Lawrence Melgary
Internal Address:
Street Address: 705 6th Avenue, P.O. Box 456
City: Menominee State: MI Zip: 49858-0456

7. Total fee (37 CFR 3.41) \$ 40
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Susan Ellie Signature
Date: 05/28/2002
Total number of pages including cover sheet, attachments, and document: 2

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

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TRADEMARK REEL: 002525 FRAME: 0302

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), entered into as of this 26th day of April, 2002 (Effective Date"), is by and between Ondeo Nalco Company, a Delaware corporation, having its principal place of business at Ondeo Nalco Center, Naperville, Illinois, 60563 ("Assignor"), and Northern Coating & Chemical Co., Inc., a Michigan corporation, having its principal place of business at 705 Sixth Avenue, Menominee, Michigan 49858-0456 ("Assignee").

WHEREAS, Assignor has used, adopted or acquired rights to the trademark AQUA PHOS (U.S. Registration No. 1,412,781), including all registration rights and rights to sue and recover for past infringement; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the AQUA PHOS trademark.

NOW THEREFORE, in consideration of the payment by the Assignee to the Assignor of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the AQUA PHOS trademark, together with the goodwill of the business in connection with which such trademark is used, and with any and all renewals and extensions of the registrations for the AQUA PHOS trademark that may be secured under the laws now or hereafter in effect in the United States and in other countries.

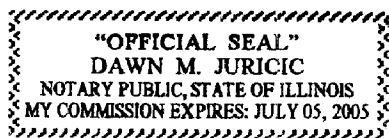
ONDEO NALCO COMPANY

By: [Signature]
Title: V.P. - General Counsel + Corporate Secretary
Date: 4/26/02

Subscribed and sworn to before me this 26th day of April, 2002.

Notary Public: Dawn M. Juricic

Type or Print Name: DAWN M. JURICIC



BILL OF SALE

This BILL OF SALE is made as of April 26, 2002, by Ondeo Nalco Company, a Delaware corporation ("Seller"), in favor of Northern Coating and Chemical Co., Inc., a Corporation organized under the laws of the State of Michigan ("Purchaser").

WHEREAS, Seller and Purchaser have entered into an Asset Purchase Agreement dated as of April 26, 2002, providing for the sale by Seller of certain assets of Seller to Purchaser (the "Purchase Agreement").

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the payments made under the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Seller hereby does sell, assign, convey, transfer and deliver to Purchaser all of its right, title and interest in and to the equipment used solely in connection with the Business which is listed on Schedule 2.1(a) of the Purchase Agreement.

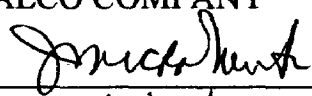
This Bill of Sale shall be binding on Seller and its successors and permitted assigns and shall inure to the benefit of Purchaser and its successors and assigns.

This Bill of Sale shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Illinois without giving effect to the principles of conflicts of law thereof.

This Bill of Sale is subject to the terms and conditions of the Purchase Agreement. Capitalized terms used in this Bill of Sale but not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of the date first above written.

ONDEO NALCO COMPANY

By: 
Name: J. Michael Newton *not*
Title: V.P. - General Counsel + Corp. Sec.