

08-19-2002



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

102195315

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

1. Name of conveying party(ies):

Novamax ITB S.r.l.

8-14-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability 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: 02/24/1998

2. Name and address of receiving party(ies)

Name: Henkel KGaA

Internal

Address:

Street Address: Henkelstrasse 67

Germany

City: Duesseldorf

State:

Zip: 40191

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Partnership Limited by Shares

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1997242

Additional number(s) attached Yes No

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

Name: Christel Emerson

Internal Address: c/o Henkel Corporation

Street Address: 2200 Renaissance Boulevard,

The Triad, Suite 200

City: Gulph Mills State: PA Zip: 19406

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:

08-1662

DO NOT USE THIS SPACE

9. Signature.

Christel Emerson

Name of Person Signing

Handwritten signature

Signature

8/9/02

Date

Total number of pages including cover sheet, attachments, and document: 21

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

Order No.: 02-088

08/16/2002 6TOM11 00000111 081662 1997242

01 FC:481

40.00 CH

TRADEMARK REEL: 2564 FRAME: 0787

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

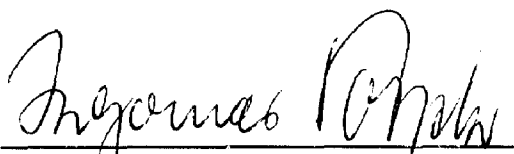
Assignee/Registrant: Henkel Kommanditgesellschaft auf Aktien (Henkel KGaA)  
Registration No.: 1,997,242  
Mark: CLEANOX  
Class No.: Int. Cl. 3

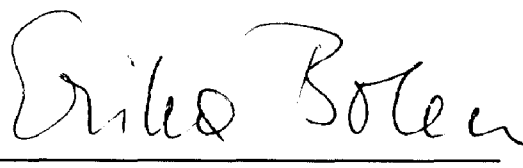
DESIGNATION OF DOMESTIC REPRESENTATIVE

To the Honorable Commissioner of Patents and Trademarks:

Henkel Kommanditgesellschaft auf Aktien (Henkel KGaA), a partnership limited by shares, organized and existing under the laws of the Federal Republic of Germany, having an office at Henkelstrasse 67, D-40191 Düsseldorf, Federal Republic of Germany, hereby appoints Ernest G. Szoke, whose postal address is Henkel Corporation, 2200 Renaissance Boulevard, Suite 200, The Triad, Gulph Mills, Pennsylvania 19406, U.S.A., its representative upon whom notice or process in proceedings affecting the mark may be served.

HENKEL KOMMANDITGESELLSCHAFT AUF AKTIEN  
(HENKEL KGaA)

By:   
Name: Ingomar Poppek  
Title: Prokurist

By:   
Name: Erika Bolen  
Title: T.M. Commissioner

Dated: 12th January, 1998, 1997-

**Dr. LEONARDO GIULIANO**  
**PUBLIC NOTARY**  
MILAN - Via Borromei 1/A  
Tel. no. (02) 880.913 - 882.452 - 88.451.543  
FAX no. (02) 881.156  
GLN LRD 37R15 B915K

Record no. 63092/10729

**REGISTERED IN MILAN**

**PUBLIC ACTS**

**on June 3, 1997**

*A notarial seal is affixed, bearing the State coat of arms and the words "Leonardo Giuliano fu Savino, Public Notary in Milan". Signed by Dr. Leonardo Giuliano*

**ASSIGNMENT AGREEMENT**

Republic of Italy

This 2nd (second) day of June, 1997

6 - 2 - 1997

- in Milan, in the building at Via Barrella 6 (six),

- Before me, Dr. Leonardo Giuliano, Public Notary in Milan, enlisted at the Milan Panel of Public Notaries,

appeared

= from one side:

- Mr. Ing. Sergio Orlando, born in Rome on January 2 (second), 1926 (nineteen-twenty-six), domiciled in Milan, Via Boschetti 6, Manager, who makes and enters into the present Agreement not on his own but on behalf of the Limited Liability Company named "**NOVAMAX ITB S.r.l.**", being the Chairman of the Board of Directors of the said one-man-company, which is organised and existing under the laws of Italy, having its place of business in Milan, Via Boschetti 6 (six), recorded at the Commercial Register of Milan at no. 12141 - Milan Court - with a common stock of Lit. 7,500,000,000.- (sevenbillionsfivehundredmillions), fiscal code no. 00339760191,

**TRADEMARK**  
**REEL: 2564 FRAME: 0789**

and therefore lawfully representing the said company in accordance also with the powers granted to him by the Board of Directors resolution on April 3, 1997, an authenticated copy of which is attached under Schedule "A" to my deed recorded today in my files at no. 63091/10728 ;

(company hereinafter referred to as "Novamax");

= and from the other side:

Mr. Dr. Saverio Impastato, born in Milan on August 21 (twenty-first), 1936, domiciled in Milan, Via Procaccini 61 (sixty-one), Executive,

who makes and enters into the present Agreement not on his own but on behalf of "HENKEL KGaA", being the special proxy of the said company which is organised and existing under the laws of Germany, having its place of business in Düsseldorf, Henkelstraße 67 (sixty-seven), fiscal code no. 80188450151,

and therefore representing the company in accordance with the powers expressly granted to him with the Special Power of Attorney authenticated by Public Notary Dr. Rothstein on May 16, 1997, an original copy of which and of its sworn translation into Italian are attached under Schedule "B" to the my deed recorded today in my files at no. 63091/10728,

(company hereinafter referred to as "Henkel")

= The said persons, whose identity I know, mutually agree with my consent to renounce to the support of any witness and therefore

#### WHEREAS

= Novamax

a) is the owner and the sole and only proprietor of the Italian, international and foreign trademarks, whose registration/application number are listed in the hereto attached, by both parties and by myself undersigned Schedule A), hereinafter collectively referred to as "Trademarks";

*A notarial seal is affixed, bearing the State coat of arms and the words "Leonardo Giuliano fu Savino, Public Notary in Milan". Signed by Dr. Leonardo Giuliano*

b) is the owner and the sole and only proprietor of the Italian, European and foreign patents listed in the hereto attached, by both parties and by myself undersigned, Schedule B), as well as of the related technology, formulae, processes , applications by customers and know-how in general, hereinafter collectively referred to as "Patents and know-how";

c) is the owner of all the rights to the trade name "FosfaCol" as well as to any trade name or trademark, even "trademarks in fact", used by FosfaCol, a company already merged by Novamax itself;

= that Novamax is desirous to assign the entire rights to the said trademarks, patents and know-how as well as all the rights to the trade name "FosfaCol" and any other trade name/trademark, even "trademarks in fact" as above indicated at point c) to Henkel, which is desirous to acquire the said rights,

#### **IT HAS BEEN AGREED THAT**

1) Novamax, with its said representative, does hereby assign to Henkel, with its said representative, which accepts:

- \* the full and unconditional ownership of all trademarks as described in the premises and in the hereto attached Schedule "A", as well as to the patents and know-how as described in the hereto attached Schedule "B";
- \* all the rights to the trade name "FosfaCol" as well as to any trade name or trademark, even "trademarks in fact", used by FosfaCol, a company already merged by Novamax itself.

By virtue of this assignment Henkel may enjoy and benefit from all the rights and privileges already deriving to Novamax from the said title and it is therefore authorised to record the present deed at the Italian Patent and Trademark Offices, as well as at the Patent Offices of Europe and the related foreign countries, and to take all the necessary steps for further applications in any

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foreign country of the subject trademarks/patents.

3. Novamax, with its said representative, warrants that it has not restricted or encumbered in any way the subject trademarks, patents and know-how, and that no third parties hereafter retains any right thereto or interest therein.
- 4) The present assignment has been made for consideration of Lit. 10,000,000.- (ten millions), receipt of which the Assignor Novamax, with its said representative, acknowledges by signing the present deed.
- 5) The present deed shall be subject to VAT in compliance with art. 3, no. 2 of D.P.R. 26/10/72 no. 633 and according thereto its registration is taxable with fix duty.
- 6) It is confirmed that, together with the trademarks and related registrations, the Assignor has transferred to Henkel the specific information and experience necessary for keeping the features of the products distinguished by the subject trademarks which were previously manufactured by the Assignor Novamax, in compliance with and according to art. 15 of Royal Decree 929/1942.
- 7) Henkel will be charged with all the expenses and taxes deriving from the present deed.

- The present deed has been executed by reading its content to both parties, who agree with it and undersign with me the deed in sign of acceptance, without reading the hereto attached Schedules, as mutually agreed with my consent.

- The present deed has been issued by me, partially typed by a person I trust in and partially hand-written by myself on two separate sheets of paper. The present document is made of six full faces, excluding the present one, each counting twenty lines not including the signature-lines.

Signed by Mr. Sergio Orlando

Signed by Mr. Saverio Impastato

Signed by Dr. Leonardo Giuliano - Public Notary -

*Two notarial seals are affixed, bearing the State coat of arms and the words "Leonardo Giuliano fu Savino, Public Notary in Milan". Signed by Leonardo Giuliano*

<b>MARCHI DI PROPRIETA' NOVAMAX ITB</b> <b>NOVAMAX ITB'S TRADEMARKS</b>
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<u>Trade Mark</u>	<u>Country</u>	<u>Dep. Date</u>	<u>Dep. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
<b>ALUSTONE</b>	Italia	19.12.90	26373 C/90	04.07.91	547.118
	Internazionale	03.04.91	10890 D/91	16.10.91	576.170
<b>CLEANOX</b>	Italia	18.12.91	MI91C009232	07.02.92	0559705
	Internazionale	15.01.92	10629 D/92	07.02.92	582.107
	Gran Bretagna	29.10.92	1517224	29.10.92	1517224
	Canada	09.11.92	716.462	17.06.94	428.975
	USA	04.11.92	74/328.182	27.08.96	1997242
	Giappone	12.11.92	311651/1992		
<b>FERTAN</b>	Italia	11.12.78	21783 C/78	20.02.79	313.710
	Internazionale	11.12.78	11213 D/78	07.06.79	445.039
	Brunei	20.10.87	17.772	20.10.87	14.508
	Filippine	30.03.89	67499	04.05.90	47953
	India	05.08.88	A12672		
	Taiwan	08.04.88	7714714	16.01.89	426.281
<b>FOSTONE</b>	Italia	18.11.88	49022 C/88	08.03.89	505.453
	Internazionale	19.01.89	10646 D/89	08.03.89	539.394
	Grecia	08.12.88	91580	17.10.91	91.580
<b>STEARLUBE</b>	Italia	17.07.89	22788 C/89	16.10.89	514.971
	Internazionale	28.07.89	11479 D/89	16.10.89	543.880
<b>TRAFILIX</b>	Italia	12.12.80	22948	13.01.86	388.124

*A notarial seal is affixed, bearing the State coat of arms and the words "Leonardo Giuliano fu Savino, Public Notary in Milan". Signed by Leonardo Giuliano*

Milan, this 2nd (second) day of June nineteen-ninety-seven

Visé as Schedule A to deed no. 63092/10729 of Rec. Dr. Leonardo Giuliano

Signed by Mr. Sergio Orlando

Signed by Mr. Saverio Impastato

Signed by Dr. Leonardo Giuliano - Public Notary -



**BREVETTI DI PROPRIETA' NOVAMAX ITB**

**NOVAMAX ITB'S PATENTS**

**PK 5 - COMPOSIZIONI ATTE ALLA PROTEZIONE DI SUPERFICI DI ACCIAIO  
DALL'AZIONE OSSIDANTE ATMOSFERICA**

<u>Country</u>	<u>Appl. Date</u>	<u>Appl. no.</u>	<u>Reg. Date</u>	<u>Reg. no.</u>
Italia	10.07.1987	21242/87	31.08.1990	1222005
Europa	11.09.1987	87113303.9	16.06.1993	0298150
Filippine	29.09.1987	35867		
Nuova Zelanda	21.09.1987	221.876	04.01.1991	221.876

**PK 6 - COMPOSIZIONE ACQUOSA ESENTE DA CROMO PER IL TRATTAMENTO  
SUPERFICIALE ANTICORROSIONE DI ALLUMINIO E SUE LEGHE**

<u>Country</u>	<u>Appl. Date</u>	<u>Appl. no.</u>	<u>Reg. Date</u>	<u>Reg. no.</u>
Italia	16.11.1990	22086A/90	25.10.1994	1.245.852

**PK 10 - FOSTONE 2000 - SOLUZIONE FOSFATICA ACQUOSA ACIDA E PROCESSO DI  
FOSFATAZIONE DI SUPERFICI METALLICHE CHE LA UTILIZZA**

<u>Country</u>	<u>Appl. Date</u>	<u>Appl. no.</u>	<u>Reg. Date</u>	<u>Reg. no.</u>
Italia	05.08.1994	MI94A001715		
Europa	12.01.1995	95100347.4		
USA	13.01.1995	08/372.225		

*A notarial seal is affixed, bearing the State coat of arms and the words "Leonardo Giuliano fu Savino, Public Notary in Milan". Signed by Leonardo Giuliano*

Milan, this 2nd (second) day of June nineteen-ninety-seven

Visé as Schedule B to deed no. 63092/10729 of Rec. Dr. Leonardo Giuliano

Signed by Mr. Sergio Orlando

Signed by Mr. Saverio Impastato

Signed by Dr. Leonardo Giuliano - Public Notary -

The present deed is made of no. 12 faces and is a copy true to the original document recorded in my files. The present copy is released on unstamped paper in compliance with the existing rules.

Milan, February 24, 1998

Signed by Leonardo Giuliano

*A notarial seal is affixed, bearing the State coat of arms and the words "Leonardo Giuliano fu Savino, Public Notary in Milan"*

I, Laura Ballinari, state under penalty of perjury under the laws of the United States of America that I am fluent in the English and Italian language, that I have compared the original document with the English translation, and that the English translation is a true, correct and complete translation into English of the original document.

Milan, February 25, 1998

A handwritten signature in cursive script, reading "Laura Ballinari". The signature is written in black ink and is positioned below the date.

DOUBLE SIDED PAGES  
WERE ENCLOSED IN  
THIS DOCUMENT