

08-29-2002



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

RE OFFICE OF P

102204583

2002 AUG 22 AM 9:18

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

3. Nature of conveyance:

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

Execution Date: December 31, 2000

2. Name and address of receiving party(ies)

Name: Uniroyal Chemical Company, Inc.

Internal Address:

Street Address: Benson Road

City: Middlebury State: CT 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2586245

Additional number(s) attached Yes No

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: 1

7. Total fee (37 CFR 3.41) \$40.00

- 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

Name of Person Signing

Signature

8/22/02

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

08/28/2002 DBYRNE 00000131 2586245

01 FC:481

40.00 DP

TRADEMARK REEL: 002571 FRAME: 0507

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, 2000. 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

Mark	Registration Number
TERRAMASTER	2586245