

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| OmniKem Incorporated | | 09/29/2000 | CORPORATION: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | Callaway Chemical Company | | |
| Street Address: | 1200 Urban Center Drive | | |
| Internal Address: | Legal Department | | |
| City: | Birmingham | | |
| State/Country: | ALABAMA | | |
| Postal Code: | 35242 | | |
| Entity Type: | CORPORATION: NEW JERSEY | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | | |
| Serial Number: | 76137476 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (205)488-6369 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 205-521-8369 | | |
| Email: | NJohnson@BradleyArant.com | | |
| Correspondent Name: | Nathan W. Johnson | | |
| Address Line 1: | 1819 Fifth Avenue North | | |
| Address Line 2: | Bradley Arant Rose & White LLP | | |
| Address Line 4: | Birmingham, ALABAMA 35203-2104 | | |
| ATTORNEY DOCKET NUMBER: | V9899/66114/NWJ | | |
| NAME OF SUBMITTER: | Nathan W. Johnson | | |

OP \$40.00 76137476

Total Attachments: 3
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GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE is made this 29 day of September, 2000 by OMNIKEM INCORPORATED, a Georgia corporation (hereinafter referred to as "Seller") in favor and benefit of CALLAWAY CHEMICAL COMPANY, a New Jersey corporation (hereinafter referred to as "Buyer").

W I T N E S S E T H:

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement dated September 27, 2000, (the "Asset Purchase Agreement") providing for, among other things, the transfer and sale to Buyer of all assets, other than the Excluded Assets, as more fully described in the Asset Purchase Agreement (the "Purchased Assets") for the consideration and on the terms and conditions set forth in the Asset Purchase Agreement. Defined terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement; and

WHEREAS, Seller desires to effectuate the sale, assignment, transfer and delivery to Buyer of the Purchased Assets (as defined in the Purchase Agreement) by Seller's execution and delivery to Buyer of this instrument evidencing the vesting of title in Buyer of the Purchased Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Seller hereby grants, sells, transfers, assigns and sets over unto Buyer, its successors and assigns, to have and to hold forever, all of its right, title and interest in and to the Purchased Assets.

Seller hereby constitutes and appoints Buyer the true and lawful agent and attorney-in-fact of Seller, with full power of substitution or resubstitution in whole or in part, in the name and on behalf of Seller, for the benefit of Buyer (a) to collect, assert or enforce any claim, right, interest or title of any kind in or to the Purchased Assets, and to institute and prosecute all actions, suits and proceedings which Buyer may deem proper in order to collect, assert or enforce any such claim, right, interest or title, (b) to do all such acts and things and take all such actions in respect thereof as Buyer shall deem advisable or proper in order to provide to Buyer the benefits under any such Purchased Assets where any required consent of a third party to the assignment thereof to Buyer shall not have been obtained, and (c) to defend, settle or compromise any and all actions, suits or proceedings in respect of any such Purchased Assets. Seller acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by Seller in any manner or for any reason.

Seller will, from time to time, at the reasonable request of Buyer execute and deliver, or cause to be executed and delivered, such additional instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, acquittances and other documents and

do all such further acts, assignments, transfers and other things, as Buyer may reasonably require in order to effectively transfer the Purchased Assets.

This General Assignment and Bill of Sale shall be governed by and construed in accordance with the laws of the State of New Jersey.

Notwithstanding anything herein to the contrary, the terms and conditions of the Asset Purchase Agreement shall survive the execution and delivery of this General Assignment and Bill of Sale.

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IN WITNESS WHEREOF, this General Assignment and Bill of Sale has been
duly executed by Seller the date and year first above written.

ATTEST:

OMNIKEM INCORPORATED

By: Alan Cantor
Name: Alan Cantor
Title: Secretary

By: Michael B. Solomon
Name: Michael B. Solomon
Title: Director

(Corporate Seal)