

02-21-2003

FORM PTO-1594
1-31-92

RE



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
Atty. Docket No. 48778.0001.1

102369489

To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Chemtrade Performance Chemicals Canada Inc.

Individual(s) Association **2-19-03**
 General Partnership Limited Partnership
 Corporation-State
 Other : Corporation - Ontario, Canada

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Chemtrade Performance Chemicals US, LLC
Internal Address:
Street Address: Highland Business Park, 814 Tyvola Road
Suite 126
City: Charlotte State: NC Zip: 28217

Individual 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: December 30, 2002

4. Application number(s) or registration numbers(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
See Attached Schedule A

Additional numbers attached? Yes No

RECORDED
SECTION
M 7:52

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jack B. Hicks, Esq.
Internal Address: Womble Carlyle Sandridge & Rice, PLLC
Street Address: 300 N. Greene Street
Suite 1900
City: Greensboro State: NC Zip: 27401

6. Total number of applications and registrations involved 5

7. Total fee (37 CFR 3.41): \$140
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0517
(Attach duplicate 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.

Jack B. Hicks *Jack B. Hicks* **2-12-03**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:

02/20/2003 ECDOPER 0000027 1193463 Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

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2270 8500
W1199355

40.00
100.00

TRADEMARK
REEL: 002675 FRAME: 0330

U.S. TRADEMARK ASSIGNMENTS SCHEDULE A

TRADEMARK	COUNTRY AND REGISTRATION NUMBER	REGISTERED	CURRENT RECORD OWNER
VIRCHEM D-OX	U.S. Trademark Registration Number 1,193,469,	April 13, 1982	Clariant AG
VIRTEX	U.S. Trademark Registration Number 1,047,431	September 7, 1976	Clariant AG
K-BRITE	U.S. Trademark Registration Number 923,709	November 16, 1971	Clariant AG
V-BRITE	U.S. Trademark Registration Number 708,265	December 13, 1960	Clariant AG
VIRGINIA CHEMICALS AND DESIGN	U.S. Trademark Registration Number 621,972	February 28, 1956	Clariant AG
VIRTEX	Brazilian Trademark Registration Number 750270330	March 16, 1992	Clariant AG

ASSIGNMENT OF TRADEMARKS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in fulfillment of its obligation of assignment, **CHEMTRADE PERFORMANCE CHEMICALS CANADA INC.** ("Assignor") a corporation organized under the laws of Ontario and located and doing business at 111 Gordon Baker Road, Suite 301, Toronto, Ontario, does hereby assign, sell, convey, and transfer unto **CHEMTRADE PERFORMANCE CHEMICALS US, LLC**, ("Assignee") a limited liability company organized under the laws of Delaware, United States of America and located and doing business at Highland Business Park, 814 Tyvola Road, Suite 126, Charlotte, North Carolina 28217, its successors and assigns, the following:

- a. the entire right, title and interest of Assignor in and to the trademarks set forth in Schedule A attached hereto and incorporated herein by reference, together with any applications and licenses pertaining thereto (collectively, the "Trademarks"), and the goodwill of the business related thereto;
- b. any and all rights which Assignor has or may have to sue for and obtain damages, injunctive relief and attorney's fees for any and all past infringements with respect to any of the Trademarks, and any and all causes of action heretofore accrued or hereafter accruing for misappropriation, infringement, or other violation of any proprietary or other right in and to any of the Trademarks;
- c. all registrations and applications relating to any of the Trademarks, including any and all renewals and extensions thereof; and
- d. any and all common law rights which Assignor has or may have in or to any of the Trademarks.

**CHEMTRADE PERFORMANCE
CHEMICALS CANADA INC.**

By: 

Title: PRESIDENT