

03-20-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



102395130

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

1. Name of conveying party(ies):
APS Analytical Standards, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 02/13/03

2. Name and address of receiving party(ies)

Name: GFS Chemicals, Inc.

Internal Address: _____

Street Address: P.O. Box 245

City: Powell State: OH Zip: 43065

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Ohio
- 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) 1,678,185

2,289,471 2,366,673 2,434,042

Additional number(s) attached Yes No

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

Name: Michael E. Sobel, Esq.

Internal Address: Squire, Sanders & Dempsey LLP

Street Address: 600 Hansen Way

City: Palo Alto State: CA Zip: 94304-1043

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

07-1850

03/20/2003 TDIAZ1 00000013 071850 1678185
01 FC:8521 40.00 CH

DO NOT USE THIS SPACE

9. Signature.

Michael E. Sobel, Esq.

Name of Person Signing

Signature

3/7/03
Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK
REEL: 002695 FRAME: 0334

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement ("Assignment"), dated as of February 13, 2003, is executed by APS Analytical Standards, Inc., a California corporation ("Assignor"), in favor of GFS Chemicals, Inc., an Ohio corporation ("Assignee").

WHEREAS, Assignor owns certain trademarks and/or service marks, and applications and/or registrations for such marks, as listed in Exhibit A attached hereto and incorporated herein by this reference (the "Marks"); and

WHEREAS, Assignee desires to acquire all of the right, title and interest of Assignor in, to and under the Marks, together with the goodwill of the business symbolized by the Marks;

WHEREAS, Assignee is a successor to a portion of the business of the Assignor to which the Marks pertain;

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated as of February 13, 2003 ("Assignment Agreement"), assigning, among other things, all right, title and interest in and to the Marks and in and to the registrations and/or applications for same from Assignor to Assignee;

NOW, THEREFORE, for good and valuable consideration described in the Assignment Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably sell, assign, transfer and convey unto Assignee all of its right, title and interest in and to the Marks, and to the applications and/or registrations for the Marks, together with the goodwill of the business symbolized by the Marks and the portion of the business of the Assignor to which the Marks pertain, including all renewal rights therein; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing), and any and all other rights and interests arising out of, in connection with or in relation to the Marks.

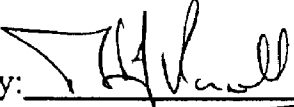
Assignor authorizes and requests the trademark officials in the United States and in any and all foreign jurisdictions to register any and all Marks and foreign counterparts or equivalents thereof in the name of GFS Chemicals, Inc., as assignee of the entire interest of Assignor therein, and covenants that Assignor has full right to convey the entire interest herein assigned and that Assignor has not executed and will not execute any agreements in conflict herewith.

Assignor further agrees, for itself, its successors and assigns, to execute such further documents and to perform such further lawful acts as may reasonably be required to effectuate and perfect this assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this assignment to be duly executed by an authorized officer on this 13th day of February, 2003.

APS ANALYTICAL STANDARDS, INC.,
a California corporation

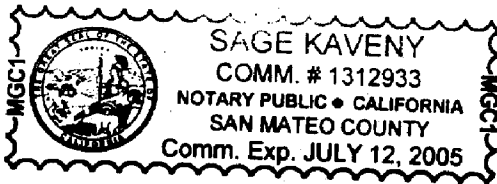
By: 
Michael O'Connell
President

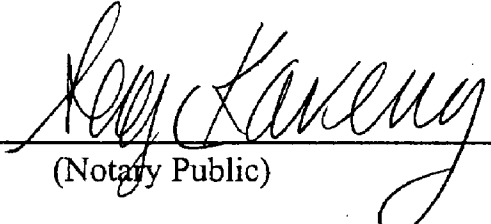
STATE OF CALIFORNIA)
) ss.
COUNTY OF San Mateo)

Before me personally appeared said Michael O'Connell and acknowledged the foregoing instrument to be his/her free act and deed this 13 day of February, 2003.

Witness my hand and official seal.

[seal]





(Notary Public)

Mark	Country	App. No. App. Date	Reg. No. Reg. Date	Class	Status	Docket No.
AMCO AEPA-1	United States	74093382 9/4/1990	1678185 3/10/1992	1	Registered	10008-16007
AMCO CLEAR	Australia	762901 5/22/1998	762901 5/22/1998	1	Registered	10008-16299
AMCO CLEAR	Canada	880333 6/2/1998	TMA544251 4/30/2001	1	Registered	10008-16300
AMCO CLEAR	Community Trademark	831230 5/22/1998	831230 9/23/1999	1	Registered	10008-16298
AMCO CLEAR	Switzerland	42701998 5/27/1998	455469 11/24/1998	1	Registered	10008-16301
AMCO CLEAR	United States	75399763 12/3/1997	2289471 10/26/1999	1	Registered	10008-16292
IN-SPEC	Australia	752162 1/6/1998	752162 1/6/1998	1	Registered	10008-16293
IN-SPEC	Canada	865914 1/8/1998	TMA536997 11/10/2000	1	Registered	10008-16296
IN-SPEC	Community Trademark	716035 1/7/1998	716035 6/14/1999	1	Registered	10008-16295
IN-SPEC	Switzerland	00791998 1/7/1998	453057 7/17/1998	1	Registered	10008-16294
IN-SPEC	United States	75321812 7/8/1997	2366673 7/11/2000	1	Registered	10008-16288
IN-SPEC COLOR	Australia	800586 7/16/1999	800586 7/16/1999	1	Registered	10008-16326
IN-SPEC COLOR	Canada	1022993 7/20/1999	TMA 545508 5/23/2001	1	Registered	10008-16328
IN-SPEC COLOR	Community Trademark	1239326 7/13/1999	1239326 8/24/2000	1	Registered	10008-16327
IN-SPEC COLOR	Switzerland	63391999 7/16/1999	467490 7/16/1999	1	Registered	10008-16325
IN-SPEC COLOR	United States	75626048 1/25/1999	2434042 3/6/2001	1	Registered	10008-16324

CONFIDENTIAL