

04-17-2003



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Form PTO-1594

(Rev. 03/01)

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

4-14-03 RECORDATION FC TRADEMA

DEPARTMENT OF COMMERCE  
Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Toxco, Inc.

- Individual(s)
- General Partnership
- Corporation-State Nevada
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: SQM North America Corporation

Internal Address: Suite 450

Street Address: 3101 Tower Creek Parkway

City: Atlanta State: GA Zip: 30339

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State New York
- 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
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: September 26, 2003

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2,455,808

2,455,809 2,157,438

Additional number(s) attached  Yes  No

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

Name: Willcox & Savage, P.C.

Internal Address: ATTN: IP Administrator

Street Address: One Commercial Place

Suite 1800

City: Norfolk State: VA Zip: 23510

6. Total number of applications and registrations involved: \_\_\_\_\_

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Kevin W. Grierson  
Name of Person Signing

Kevin W. Grierson  
Signature

April 8, 2003  
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

04/16/2003 ECDOPER 00000192 2455808

01 FC:0521  
02 FC:0522

40.00 OP  
50.00 OP

TRADEMARK  
REEL: 002713 FRAME: 0299

OFFICE OF PATENT RECORDS  
2003 APR 14 AM 9:41  
FINANCE SECTION

## Assignment of Servicemarks and Trademarks

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS made as of the 26th day of Sept., 2002, by Toxco, Inc., a Nevada corporation ("Assignor"), to SQM North America Corporation, a New York corporation ("Assignee").

### RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of Sept. 27, 2002 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Acquired Assets (as defined in the Agreement), including without limitation certain of the servicemarks, trademarks and trade names of Assignor used in the Business (as defined in the Agreement). Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Service marks and Trademarks as of the date first above written.

Toxco, Inc.

By: [Signature]  
Name: Aaron Zisman  
Title: Secretary

[SEAL]

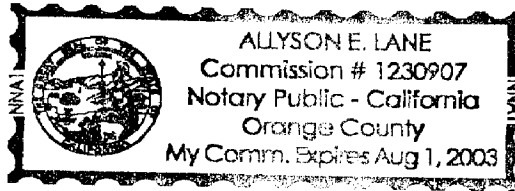
State of CALIFORNIA )

City/County of )  
Orange

On this 26<sup>th</sup> day of Sept., 2002, before me, Allyson Lane personally appeared Aaron Zisman of Toxco, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]  
Notary Public



My Commission Expires:  
August 1, 2003

## SCHEDULE A

### Registered Service marks and Trademarks

1. U.S. Registration No. 2,455,808, LUBELITH (Registered May 29, 2001) for "Lithium Compounds used in the Manufacture of Lubricating Greases, In International Class 1"
2. U.S. Registration No. 2,455,809, AQUALITH (Registered May 29, 2001) for "Lithium Compounds used in the Manufacture of Lubricating Greases, In International Class 1"
3. U.S. Registration No. 2,157,438, MONOLITH (Registered May 12, 1998) for "Lithium Hydroxide For Use In The Construction, Lubricants, And Lithium Hydroxide Reclamation Industries In International Class 1"