

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Omya Industries, Inc.		12/03/2003	CORPORATION: VERMONT

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Omya AG
<b>Street Address:</b>	CH-4665
<b>City:</b>	Oftringen
<b>State/Country:</b>	SWITZERLAND
<b>Entity Type:</b>	CORPORATION: SWITZERLAND

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	644959	OMYA

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(919)286-8199
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	919 286-8078
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com
<b>Correspondent Name:</b>	Moore & Van Allen PLLC
<b>Address Line 1:</b>	2200 West Main Street
<b>Address Line 2:</b>	Suite 800
<b>Address Line 4:</b>	Durham, NORTH CAROLINA 27705

<b>ATTORNEY DOCKET NUMBER:</b>	014442-17
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<b>DOMESTIC REPRESENTATIVE</b>	
<b>Name:</b>	Arlene D. Hanks
<b>Address Line 1:</b>	2200 West Main Street
<b>Address Line 2:</b>	Suite 800
<b>Address Line 4:</b>	Durham, NORTH CAROLINA 27705

**OP \$40.00 644959**

NAME OF SUBMITTER:

Arlene D, Hanks

Total Attachments: 2

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**ASSIGNMENT OF TRADEMARK  
AND ACCOMPANYING GOODWILL**

THIS ASSIGNMENT made effective as of the 3<sup>RD</sup> day of DECEMBER, 2003, by and between OMYA INDUSTRIES INC., a Vermont corporation, whose address is 61 Main Street, Proctor, Vermont 05765, (hereinafter the "Assignor"), and OMYA AG, a Swiss corporation, whose address is CH-4665, Oftringen, Switzerland, (hereinafter the "Assignee").

**WHEREAS**, Assignor is the owner of the trademark OMYA & Design in the United States, and the registration therefor in the United States Patent and Trademark Office, Registration No. 644,959, (the "Trademark"), the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action and the right to recover for past infringement, dilution or other misappropriation thereof; and

**WHEREAS**, Assignee is desirous of acquiring the Trademark, and all goodwill associated therewith and symbolized thereby and all rights appurtenant thereto;

**NOW, THEREFORE**, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges by its execution below:

1. Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Trademark, together with the goodwill of the business connected with the use of and symbolized by said Trademark, and together with any and all interests, claims and rights for damages and profits by reason of any past infringement or unauthorized use of the Trademark, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Trademark, use of confusingly similar marks or names by others and all other related causes of action and the right to sue therefor.

2. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to transfer all of Assignor's rights, title and interest in and to the said Trademark to Assignee, its successors or assigns.

IN WITNESS WHEREOF, we have hereto set our hand(s) and seal(s) on the day(s) and date(s) set forth below.

**OMYA INDUSTRIES INC.**

Assignor

By: 

Name: John M. Mitchell

Title: Executive Vice President & Treasurer

Date: Dec. 3, 2003

[SEAL]