

08-26-2003



FEET

To the Director of the U.S. Patent

102533611

Attached original document or copy thereof.

1. Name of conveying party(ies):

8.22.03

Keil Chemical Corporation

- Individual (s)
- Association (banking)
- General Partnership
- Limited Partnership
- Corporation - State of Indiana
- Other

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

3. Nature of conveyance:

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

Execution Date: July 28, 2003

2. Name and Address of receiving party(ies):

Name: The Huntington National Bank

Street Address: 41 South High Street

City Columbus State OH Zip 43215

- Individual (s) citizenship
- Association a national banking association
- General Partnership
- Limited Partnership
- Corporation - State of
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s)

A. Trademark Application No.(s)

(See Attached Schedule)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Charma Murphy, Legal Assistant
Internal Address: Porter, Wright, Morris & Arthur

Street Address: 41 S. High Street, 28th Floor
City: Columbus State: OH ZIP: 43215

6. Total number of applications and trademarks involved: 8

7. Total fee (37 CFR 3.41): \$217.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 16-2326
(Attach duplicate copy of this page if paying by deposit account)

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2003 AUG 22 AM 8:17
OPR/FINANCE

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 documents.

Karen K. Hammond
Name of Person Signing

[Signature]
Signature

08/15/03
Date

Total number of pages comprising cover sheet: 2

Do not detach this portion

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

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

08/25/2003 ECOOPER 00000065 845251

01 FC:8521
02 FC:8522

40.00 OP
175.00 OP

COLUMBUS/1080456v.01

TRADEMARK
REEL: 002810 FRAME: 0370

SCHEDULE

4.

| <u>Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|--------------|-------------------------|--------------------------|
| FLEXCHLOR | 845,251 | 03/05/1968 |
| SYNKAD | 1,402,697 | 07/29/1986 |
| SUL-PERM | 1,424,468 | 01/13/1987 |
| LUBE-BOOSTER | 1,515,068 | 12/06/1988 |
| SYN-CHEK | 1,515,066 | 12/06/1988 |
| KEIL | 1,719,709 | 09/29/1992 |
| KLARUS | 2,339,203 | 04/04/2000 |

| <u>Mark</u> | <u>Serial No.</u> | <u>Application Date</u> |
|-------------|-------------------|-------------------------|
| PLASTI-KLOR | 78/152819 | 08/08/2002 |

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement") is made as of the 28th day of July, 2003, between Dover Chemical Corporation, an Ohio corporation, having a mailing address at 15th and Davis Streets, Dover, Ohio 44622, Mayco Chemical Corporation, a Delaware corporation, having a mailing address of 1201 N. Orange Street, Wilmington, Delaware 19801, Keil Chemical Corporation, an Indiana corporation, having a mailing address of 3000 Sheffield Avenue, Hammond, Indiana 46327-1013, and Dover Chemical Company Inc., a Delaware corporation, having a mailing address at 1201 N. Orange Street, Wilmington, Delaware 19801 (each of the foregoing an "Assignor," and all of the foregoing collectively, the "Assignors"), and The Huntington National Bank, a national banking association having a mailing address at 41 South High Street, Columbus, Ohio 43215, as Agent (the "Agent"), for the ratable benefit of the Lenders.

PRELIMINARY STATEMENT. Each Assignor (with the exception of Dover Chemical Company Inc.) has executed and delivered its certain promissory notes to Lenders in connection with extensions of credit made by each Lender pursuant to a certain Amended and Restated Loan and Security Agreement, dated as of even date herewith, between such Assignors, Agent and Lenders (as amended and modified from time to time, the "Loan Agreement"). Terms defined in the Loan Agreement and not otherwise defined herein are used herein with the meanings ascribed to such terms in the Loan Agreement. In connection with the Loan Agreement, Dover Chemical Company Inc. has executed and delivered its continuing guaranty unlimited to Lenders. In order to induce each Lender to execute and deliver the Loan Agreement, each Assignor has agreed to grant a security interest in, and collaterally assign to Agent, for the ratable benefit of Lenders, certain trademark rights.

Pursuant to the Loan Agreement or a certain Security Agreement executed by Dover Chemical Company Inc. dated of even date herewith (the "Security Agreement"), as the case may be, each Assignor has granted to Agent, for the ratable benefit of Lenders, a lien on and security interest in, *inter alia*, machinery, equipment formulations, manufacturing procedures, quality control procedures, product specifications, goodwill, customer lists and trade secrets (collectively, the "Other Assets") relating to products sold under such Assignor's Trademarks, whereby Agent shall have the right to foreclose on the Trademarks and the Other Assets in the event of the occurrence and continuance of an Event of Default, as that term is defined in the Loan Agreement, in order that the owner of the Trademarks may continue the publication, marketing and distribution of products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by such Assignor. This Agreement is executed pursuant and subject to the terms of the Loan Agreement.

NOW, THEREFORE, in consideration of the premises, such Assignor hereby agrees with Lender as follows:

1. Assignment of Trademarks. (a) To secure the complete and timely satisfaction of all Obligations of Assignor to Lenders and Agent, and to each of them, each Assignor hereby grants, assigns and conveys to Agent, for the ratable benefit of Lenders, a continuing security interest in all of its right, title and interest in and to any and all now owned or existing or hereafter acquired, created or arising trade names, trademarks, service marks, designs, trademark, service mark and trade name registrations, and applications for registration (including registrations resulting therefrom), logos and other business identifiers, domestic and foreign, and all rights of whatever kind appurtenant thereto (whether pursuant to a license or otherwise), including without limitation all of those used by such Assignor in whole or in part in conducting its business and including without limitation the marks, names, applications and registrations pertaining to such Assignor that are listed in Schedule A attached hereto, together with all proceeds and rights to receive income therefrom (such as, without limitation, licenses, royalties and proceeds of infringement suits), the right (but not the obligation) to register claims under any law and to apply for, renew and extend the same, the right to sue for past, present, and future infringements, the common law rights therein, goodwill of the businesses to which they relate and the rights to apply for registrations therefor throughout the world (all of the foregoing property of each of the Assignors is referred to collectively as the "Trademarks"), and the good will of the business to which each of its Trademarks relates.

(b) In addition to the grant of a security interest provided in paragraph 1(a), each Assignor hereby assigns and conveys to Agent, for the ratable benefit of Lenders, all of its right, title and interest in and to its Trademarks, which assignment and conveyance shall be evidenced by an Assignment of Marks, Registrations and Applications to be executed contemporaneously herewith, as the same may be amended and modified from time to time pursuant to paragraph 4 hereof or otherwise (the "Assignment"), the form of which is attached hereto as Exhibit 1; provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon notice to such Assignor by Agent of the occurrence of an Event of Default, and Agent shall be authorized to record the Assignment with the Patent and Trademark Office only upon the furnishing of such notice; provided, further, that no such notice need be given, and such assignment and conveyance shall immediately and automatically become of force and effect without further action, if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings are instituted by or against such Assignor. Except as provided in the immediately preceding sentence, unless and until Agent provides such Assignor with notice of an Event of Default under the Loan Agreement, such Assignor shall own the title to its Trademarks and shall have the exclusive, non-transferable right to use its Trademarks on and in connection with products sold by such Assignor, for such Assignor's own benefit and account and for none other.

It is each Assignor's express intention that this Agreement and the continuing security interests granted hereby, in addition to covering all present Obligations of each Assignor to Lenders and Agent, and to each of them, shall extend to all future Obligations of each Assignor to Lenders and Agent, and to each of them, whether or not such Obligations are reduced or entirely extinguished and thereafter increased or reincurred, whether or not such Obligations are related to the indebtedness identified above by class, type or kind and whether or not such

Obligations are specifically contemplated by such Assignor, Agent, Lenders, or any of them, as of the date hereof. The absence of any reference to this Agreement and any documents, instruments or agreement evidencing or relating to any Obligations secured hereby shall not limit or be construed to limit the scope or applicability of this Agreement.

2. Representations and Warranties. Each Assignor covenants and warrants that:

(a) Its Trademarks of such Assignor are subsisting and have not been adjudged invalid or unenforceable, and, except as disclosed in Schedule 7.20 to the Loan Agreement or a schedule attached to the Security Agreement, are not subject to or a subject of any pending or, to the best of such Assignor's knowledge, threatened litigation;

(b) To the best of such Assignor's knowledge, each of its Trademarks is valid and enforceable;

(c) No claim has been made that the use of any of the Trademarks of such Assignor does or may violate the rights of any third person;

(d) Except as disclosed in Schedules 1.1.4 or 7.20 to the Loan Agreement or a schedule attached to the Security Agreement, such Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of its Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by such Assignor not to sue third persons;

(e) Such Assignor has the unqualified right to enter into this Agreement and perform its terms;

(f) Such Assignor has used, and will continue to use for the duration of this Agreement, notice in connection with the use of its Trademarks;

(g) Such Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its publication, marketing and distribution of products sold under its Trademarks;

(h) Schedule A attached hereto identifies all of the Trademarks that such Assignor owns or of which such Assignor is entitled to the benefit; and

(i) Such Assignor agrees not to sell or assign its interest in, or grant any license under its Trademarks, without the prior written consent of Agent.

3. Agent's Right to Inspect. Each Assignor hereby grants to Agent and to its employees and agents the right to visit such Assignor's plants and facilities which publish or store products sold under any of its Trademarks, and to inspect the products and quality control records relating thereto upon reasonable notice to such Assignor and at reasonable times during

regular business hours. Such Assignor shall do any and all acts required in good faith by Agent to ensure such Assignor's compliance with paragraph 2(g).

4. Rights to New Trademarks. If, before the Obligations shall have been satisfied in full and such Assignor has no further right to obtain extensions of credit pursuant to the Loan Agreement, any Assignor shall obtain rights to any new trade names, trademarks, service marks, designs, or trademark, service mark and trade name registrations or applications, the provisions of paragraph 1 shall automatically apply to such new Trademarks and such Assignor shall give Agent prompt written notice thereof.

Each Assignor authorizes Agent to modify this Agreement, without the signature of such Assignor, by amending Schedule A and the Assignment of such Assignor to include any new Trademarks covered by paragraphs 1 and 4 hereof.

5. Remedies upon Default. Upon Agent's provision of notice to an Assignor of the occurrence of an Event of Default, as that term is defined in the Loan Agreement, or immediately upon the institution by or against any Assignor of bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, such Assignor's ownership and rights in its Trademarks shall terminate forthwith, and Agent shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Loan Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which its Trademarks may be located.

6. Termination of Agreement. At such time as each Assignor shall completely satisfy all of the Obligations and no Assignor shall have the right to obtain any further extensions of credit under the Loan Agreement, this Agreement shall terminate and Agent shall execute and deliver to each Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in such Assignors full title to their respective Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

7. Fees and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by each Assignor on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement or the Obligations.

8. Duties of Each Assignor. Each Assignor agrees that, until all of the Obligations shall have been satisfied in full and no Assignor shall have the right to obtain any further extensions of credit pursuant to the Loan Agreement, it will not enter into any agreement (for

example, a license agreement) which is inconsistent with such Assignor's obligations under this Agreement, without Agent's prior written consent. Each Assignor further agrees that at any time and from time to time, at the expense of such Assignor, such Assignor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Agent may in good faith request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Agent to exercise its rights and remedies hereunder.

Each Assignor shall have the duty (i) to prosecute diligently any trademark applications of its Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and no Assignor shall the right to obtain any further extensions of credit pursuant to the Loan Agreement, (ii) to make federal application on registrable but unregistered Trademarks, (iii) to file and prosecute opposition and cancellation proceedings, and (iv) to do any and all acts which are necessary or desirable to preserve and maintain all rights in its Trademarks. Any expenses incurred in connection with its Trademarks shall be borne by such Assignor. After an Event of Default, an Assignor shall not abandon any Trademarks without the consent of the Agent, which consent shall not be unreasonably withheld.

Each Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect its Trademarks, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Each Assignor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph 8.

9. Appointment as Attorney-In-Fact. In the event of the occurrence of an Event of Default under the Loan Agreement, each Assignor hereby irrevocably authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Assignor's true and lawful attorney-in-fact, with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary to assign, pledge, convey or otherwise transfer or dispose of all of such Assignor's right, title and interest in and to its Trademarks to Agent or any other party, or to grant or issue any exclusive or nonexclusive license under its Trademarks to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable for the life of this Agreement. The rights and powers conferred upon Agent under this Agreement are solely to protect its interest in the Trademarks and shall not impose any duty upon Agent to exercise any such rights or powers. Agent shall be accountable only for amounts that Agent actually receives as a result of the exercise of such rights and powers and neither Agent nor any of its officers, directors, employees or agents shall be responsible to any Assignor for any act or failure to act, except for Agent's own gross negligence or willful misconduct.

10. Right to Enforce Trademarks. If any Assignor fails to comply with any of its obligations hereunder, Agent may do so in such Assignor's name or in Agent's name, but at such Assignor's expense, and such Assignor hereby agrees to reimburse Agent in full for all expenses, including reasonable attorney's fees, incurred by Agent in protecting, defending and maintaining the Trademarks.

11. Cumulative Rights and Remedies; Waiver. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

No course of dealing between any Assignor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Enforceability; Governing Law. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Ohio, without regard to the conflicts of law principles thereof.

13. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 4.

14. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided, however, that the foregoing provisions shall not invalidate or otherwise modify the restriction imposed on each Assignor hereunder with respect to transferring any part of or interest in its Trademarks.

15. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provisions of this Agreement.

IN WITNESS WHEREOF, each Assignor and Agent have executed this instrument as of the date set forth above.

ASSIGNORS:

DOVER CHEMICAL CORPORATION

By: *Edward S. Cohen*

Its: *President*

MAYCO CHEMICAL CORPORATION

By: *Edward S. Cohen*

Its: *President*

KEIL CHEMICAL CORPORATION

By: *Edward S. Cohen*

Its: *President*

DOVER CHEMICAL COMPANY INC.

By: *Edward S. Cohen*

Its: *President*

AGENT:

**THE HUNTINGTON NATIONAL BANK, as
Agent**

By: *George T. Glasser*

Its: *Senior Vice President*

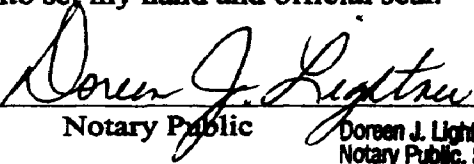
Signature page to Trademark Collateral Assignment And Security Agreement

CERTIFICATES OF ACKNOWLEDGEMENT

STATE OF Ohio
COUNTY OF TUSCARAWAS, SS:

On this 28th day of July, 2003, before me, a Notary Public in and for said County and State, personally appeared Dwain S. Colvin, known to me to be the person who as President of Dover Chemical Corporation, the company which executed the foregoing instrument, did sign the same, and acknowledge to me that he did so sign said instrument in the name and upon behalf of said company as such officer, and by authority of the resolution of its Board of Directors; and that the same is his free act and deed as such officer, and the free and corporate act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

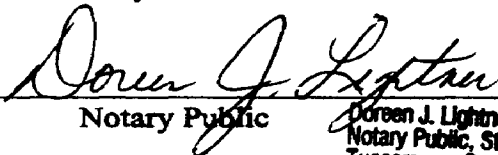


Notary Public
Doreen J. Lightner
Notary Public, State of Ohio
Tuscarawas County
My Commission Expires 07/23/07

STATE OF Ohio
COUNTY OF TUSCARAWAS, SS:

On this 28th day of July, 2003, before me, a Notary Public in and for said County and State, personally appeared Dwain S. Colvin, known to me to be the person who as President of Mayco Chemical Corporation, the company which executed the foregoing instrument, did sign the same, and acknowledge to me that he did so sign said instrument in the name and upon behalf of said company as such officer, and by authority of the resolution of its Board of Directors; and that the same is his free act and deed as such officer, and the free and corporate act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



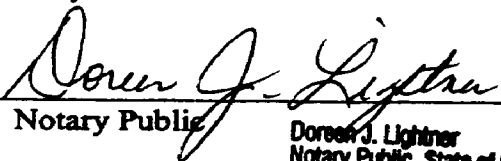
Notary Public
Doreen J. Lightner
Notary Public, State of Ohio
Tuscarawas County
My Commission Expires 07/23/07

Notary page to Trademark Collateral Assignment And Security Agreement

STATE OF Ohio
COUNTY OF TUSCARAWAS, SS:

On this 28th day of July, 2003, before me, a Notary Public in and for said County and State, personally appeared Dwain S. Colvin, known to me to be the person who as President of Keil Chemical Corporation, the company which executed the foregoing instrument, did sign the same, and acknowledge to me that he did so sign said instrument in the name and upon behalf of said company as such officer, and by authority of the resolution of its Board of Directors; and that the same is his free act and deed as such officer, and the free and corporate act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.




Notary Public
Doreen J. Lightner
Notary Public, State of Ohio
Tuscarawas County
My Commission Expires 07/23/07

STATE OF Ohio
COUNTY OF TUSCARAWAS, SS:

On this 28th day of July, 2003, before me, a Notary Public in and for said County and State, personally appeared Dwain S. Colvin, known to me to be the person who as President of Dover Chemical Company Inc., the company which executed the foregoing instrument, did sign the same, and acknowledge to me that he did so sign said instrument in the name and upon behalf of said company as such officer, and by authority of the resolution of its Board of Directors; and that the same is his free act and deed as such officer, and the free and corporate act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



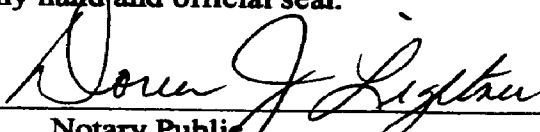
Notary Public
Doreen J. Lightner
Notary Public, State of Ohio
Tuscarawas County
My Commission Expires 07/23/07

Notary page to Trademark Collateral Assignment And Security Agreement

STATE OF Ohio
COUNTY OF TUSCARAWAS, SS:

On this 28th day of July, 2003, before me, a Notary Public in and for said County and State, personally appeared George R. Glasser, who acknowledged himself to be the Senior Vice President of The Huntington National Bank, the national banking association which executed the foregoing instrument and who acknowledged that he, as such officer of said association, being duly authorized by the Board of Directors of said association, did execute the foregoing instrument for and on behalf of said association, in its capacity as Agent for the ratable benefit of the Lenders, and that such signing is the free act and deed of said association for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public
Doreen J. Lightner
Notary Public, State of Ohio
Tuscarawas County
My Commission Expires 07/23/07

Notary page to Trademark Collateral Assignment And Security Agreement

SCHEDULE A
Trademarks of Dover Chemical Corporation

None

SCHEDULE A
Trademarks of Mayco Chemical Corporation

None

SCHEDULE A

Trademarks of Keil Chemical Corporation

| <u>Mark</u> | <u>Registration No.</u> (Appl. No.) | <u>Registration Date</u> (Filing Date) |
|--------------|--|---|
| FLEXCHLOR | 845,251 | March 5, 1968 |
| SYNKAD | 1,402,697 | July 29, 1986 |
| SUL-PERM | 1,424,468 | January 13, 1987 |
| LUBE-BOOSTER | 1,515,068 | December 6, 1988 |
| SYN-CHEK | 1,515,066 | December 6, 1988 |
| KEIL | 1,719,709 | September 29, 1992 |
| PLASTI-KLOR | (78/152,819) | (August 8, 2002) |
| KLARUS | 2,339,203 | April 4, 2000 |

SCHEDULE A

Trademarks of Dover Chemical Company Inc.

| <u>Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---------------------|-------------------------|--------------------------|
| MAYCO (Stylized) | 1,859,363 | October 25, 1994 |

EXHIBIT 1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
ASSIGNMENT OF MARKS, REGISTRATIONS AND APPLICATIONS

WHEREAS, Dover Chemical Corporation, an Ohio corporation, having a mailing address at 15th and Davis Streets, Dover, Ohio 44622 (“Assignor”) is the owner of the trademark registrations and the trademark applications identified by serial number shown in Schedule A as being the property of Assignor (collectively “the Marks”); and

WHEREAS, The Huntington National Bank, a national banking association having a mailing address at 41 South High Street, Columbus, Ohio 43215, as Agent (“Assignee”), is desirous of acquiring the Marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks, including all claims for damages for past infringement, together with the goodwill of the businesses symbolized by the Marks.

DOVER CHEMICAL CORPORATION

By: _____

Its: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____, SS:

On this ____ - ____ day of _____, 2003, before me, a Notary Public in and for said County and State, personally appeared _____, known to me to be the person who as _____ of Dover Chemical Corporation, the company which executed the foregoing instrument, did sign the same, and acknowledge to me that he did so sign said instrument in the name and upon behalf of said company as such officer, and by authority of the resolution of its Board of Directors; and that the same is his free act and deed as such officer, and the free and corporate act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

EXHIBIT 1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
ASSIGNMENT OF MARKS, REGISTRATIONS AND APPLICATIONS

WHEREAS, Mayco Chemical Corporation, a Delaware corporation, having a mailing address at 1201 N. Orange Street, Wilmington, Delaware 19801 ("Assignor") is the owner of the trademark registrations and the trademark applications identified by serial number shown in Schedule A as being the property of Assignor (collectively "the Marks"); and

WHEREAS, The Huntington National Bank, a national banking association having a mailing address at 41 South High Street, Columbus, Ohio 43215, as Agent ("Assignee"), is desirous of acquiring the Marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks, including all claims for damages for past infringement, together with the goodwill of the businesses symbolized by the Marks.

MAYCO CHEMICAL CORPORATION

By: _____

Its: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____, SS:

On this ____ - ____ day of _____, 2003, before me, a Notary Public in and for said County and State, personally appeared _____, known to me to be the person who as _____ of Mayco Chemical Corporation, the company which executed the foregoing instrument, did sign the same, and acknowledge to me that he did so sign said instrument in the name and upon behalf of said company as such officer, and by authority of the resolution of its Board of Directors; and that the same is his free act and deed as such officer, and the free and corporate act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

EXHIBIT 1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
ASSIGNMENT OF MARKS, REGISTRATIONS AND APPLICATIONS

WHEREAS, Keil Chemical Corporation, an Indiana corporation, having a mailing address at 3000 Sheffield Avenue, Hammond, Indiana 46327-1013 (“Assignor”) is the owner of the trademark registrations and the trademark applications identified by serial number shown in Schedule A as being the property of Assignor (collectively “the Marks”); and

WHEREAS, The Huntington National Bank, a national banking association having a mailing address at 41 South High Street, Columbus, Ohio 43215, as Agent (“Assignee”), is desirous of acquiring the Marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks, including all claims for damages for past infringement, together with the goodwill of the businesses symbolized by the Marks.

KEIL CHEMICAL CORPORATION

By: _____

Its: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____, SS:

On this - ____ - day of _____, 2003, before me, a Notary Public in and for said County and State, personally appeared _____, known to me to be the person who as _____ of Keil Chemical Corporation, the company which executed the foregoing instrument, did sign the same, and acknowledge to me that he did so sign said instrument in the name and upon behalf of said company as such officer, and by authority of the resolution of its Board of Directors; and that the same is his free act and deed as such officer, and the free and corporate act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

EXHIBIT 1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
ASSIGNMENT OF MARKS, REGISTRATIONS AND APPLICATIONS

WHEREAS, Dover Chemical Company Inc., a Delaware corporation, having a mailing address at 1201 N. Orange Street, Wilmington, Delaware 19801 ("Assignor") is the owner of the trademark registrations and the trademark applications identified by serial number shown in Schedule A as being the property of Assignor (collectively "the Marks"); and

WHEREAS, The Huntington National Bank, a national banking association having a mailing address at 41 South High Street, Columbus, Ohio 43215, as Agent ("Assignee"), is desirous of acquiring the Marks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks, including all claims for damages for past infringement, together with the goodwill of the businesses symbolized by the Marks.

DOVER CHEMICAL COMPANY INC.

By: _____

Its: _____