

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shell Oil Company		11/14/2000	CORPORATION:

RECEIVING PARTY DATA	
Name:	Shell Epoxy Resins LLC
Street Address:	1600 Smith Street, P.O. Box 4500
City:	Houston
State/Country:	TEXAS
Postal Code:	77210-4500
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	75783329	NEW GEN

CORRESPONDENCE DATA	
Fax Number:	(817)375-2768
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(832) 366-2571
Email:	lisa.jones@resins.com
Correspondent Name:	Lisa Kimes Jones
Address Line 1:	1600 Smith Street, P.O. Box 4500
Address Line 4:	Houston, TEXAS 77210-4500

ATTORNEY DOCKET NUMBER:	NEW GEN
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NAME OF SUBMITTER:	Lisa Kimes Jones
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Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif
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TRADEMARK AGREEMENT

**GENERAL ASSIGNMENT OF TRADEMARKS FROM SHELL OIL COMPANY
TO SHELL EPOXY RESINS LLC**

Effective as of November 1, 2000

WHEREAS, SHELL OIL COMPANY of One Shell Plaza, Houston, Texas 77001 (hereinafter "Shell") is the owner of, or has the right to assign, the applications, common law rights and registrations for the marks shown on Schedule A; and

WHEREAS, Shell Epoxy Resins LLC (hereinafter "Assignee"), a company formed under the laws of Delaware is desirous of acquiring said marks and the registrations thereof;

NOW THEREFORE, for good and valuable consideration, receipt of which is acknowledged, Shell assigns to Assignee, all its right, title and interest in and to the marks shown on Schedule A (hereinafter the "Trademarks"), including the right to file applications for registrations of any rights assigned under this Assignment together with the goodwill attached to and symbolized by the Trademarks, but no other or greater goodwill. Assignee, by acceptance hereof, recognizes that this Assignment is subject to the agreements, licenses and limitations which Shell has disclosed to it and further recognizes that it is solely responsible for drafting, filing or recording of any documents necessary to effect or complete the transfer, any continuing prosecution or maintenance of the marks or registrations, and incurring and paying any expenses and fees, including but not limited to legal and government fees and stamp duty.

Shell agrees to cooperate, at the request and at the expense of Assignee, with the recordal of this assignment of the Trademarks by executing such documents as are reasonably required by the Assignee in a form acceptable to Shell, which documents shall be submitted to Shell within six (6) months after the Effective Date or within such reasonable time thereafter as agreed upon by Shell and Assignee.

Notwithstanding anything to the contrary contained in this Assignment, to the extent that any property or property right which would be transferred or assigned by this document but for the fact that it is not assignable or transferable without the consent, approval, authorization, license, waiver or other act of any third party (including a

Resins / Derivatives Business, SOC Trademark Agreement

government or governmental unit), this Assignment shall not constitute an assignment or transfer, or an attempted assignment or transfer, if such assignment or transfer or attempted assignment or transfer would constitute a breach of any obligation to such third party or a violation of any law, decree, order, regulation or other governmental edict.

This Assignment and the relationship hereunder between the Parties shall be exclusively interpreted in accordance with and governed by the law of the State of Texas, and any dispute which may arise in connection with this Assignment, whether based in contract, tort or otherwise, shall be exclusively submitted to the Federal Court in Houston, Texas.

Resins / Derivatives Business, SOC Trademark Agreement

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed at the places and on the dates indicated below.

_____, this 14th day of November, 2000

Signed: *D. J. Wangle*

SHELL OIL COMPANY

_____, this 14th day of November, 2000

Signed: *D. J. Wangle*

SHELL EPOXY RESINS LLC

Resins / Derivatives Business, SOC Trademark Agreement

Schedule A
To the General Assignment of Trademarks
from Shell Oil Company to Shell Epoxy Resins LLC

<u>Trademark</u>	<u>Country</u>	<u>Registration/*Application Number</u>	<u>Registration/Application Date</u>
AZAMIDE	USA	877,618	9/30/69
AZTHANE	USA	1,539,931	5/23/89
CARDURA	USA	747,425	4/2/63
ECOCURE	USA	*75/673,595	4/2/99
ECONEX	USA	*75/810,810	9/29/99
ECOPREG	USA	2,067,814	6/3/97
EPI-CURE	USA	698,782	9/22/72
EPIKOTE	USA	570,404	2/10/53
EPIKURE	USA	2,024,235	12/17/96
EPIREZ	USA	641,951	2/26/57
EPI-REZ	USA	534,577	12/12/50
EPI-TEX	USA	532,684	10/31/50
EPON	USA	625,682	4/24/56
EPON	USA	1,197,554	6/15/82
EPON CURING	USA	611,978	9/13/55
EPONEX	USA	1,192,680	3/30/82
EPON HPT	USA	1,444,691	6/30/87
EPONOL	USA	720,158	8/22/61
HELOXY	USA	1,009,790	5/6/75
NEW GEN	USA	*75/783,329	8/24/99
RESOLUTION	USA	*78/009,629	5/24/00
VEOVA	USA	1,723,117	10/13/92
EPI-REZ	CANADA	194,244	12/12/50
EPI-CURE	CANADA	185,667	9/22/72
EPI-TEX	CANADA	185,587	9/22/72