

10-30-2003

FORM PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE



102587943

Patent and Trademark Office

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

<p>1. Name of conveying party(ies): Quest Specialty Chemicals, Inc. 2001 West Washington Street South Bend, Indiana 46628</p> <p><i>10-27-03</i></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State of Delaware <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: <u>August 5, 2003</u></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Frederick A. Quinn Internal Address: Street Address: 22 Gunnison Road City: Boxford State: Massachusetts ZIP: 01921</p> <p><input checked="" type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
---	--

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>76/350,551</u></p>	<p>B. Trademark registration No.(s)</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
---	---

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Tracy R. Schubert</u> Internal Address: <u>Nutter, McClennen & Fish, LLP</u></p> <p>Street Address: <u>World Trade Center West, 155 Seaport Blvd.</u> City: <u>Boston</u> State: <u>MA</u> ZIP: <u>02210</u></p>	<p>6. Total number of applications and registrations involved:1</p> <p>7. Total fee (37 CFR 3.41):..... \$40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>charge any additional fees to deposit account: 14-1449</u> (Attach duplicate copy of this page if paying by deposit account)</p>
---	---

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 document.

Tracy Schubert [Signature] 10/27/03
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 11

OCT 27 AM 8:19
OPR/FINANCE

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

10/29/2003 LMUELLER 00000086 76350551

01 FC:0521

40.00 OP

TRADEMARK
REEL: 002853 FRAME: 0579

Assigning Parties: Quest Specialty Chemicals, Inc.
and Royal Adhesives and Sealants, LLC

Receiving Party: Frederick A. Quinn

ASSIGNMENT OF TRADEMARKS

WHEREAS, Quest Specialty Chemicals, Inc., a Delaware corporation ("Quest"), with a place of business at 2001 West Washington Street, South Bend, Indiana 46628, owns all right, title and interest in the trademarks and/or applications for trademarks listed on the attached Schedule A (the "Trademarks") and is a party to a Co-Existence Agreement entered into with Quest International BV as listed on the attached Schedule B (the "Co-Existence Agreement");

WHEREAS, Royal Adhesives and Sealants, LLC, a Delaware limited liability company ("Royal"), with a place of business at 2001 West Washington Street, South Bend, Indiana 46628, is the listed applicant on certain foreign applications for the Trademarks;

WHEREAS, Frederick A. Quinn, an individual residing at 22 Gunnison Road, Boxford, Massachusetts 01921, ("Quinn"), is desirous of acquiring the Trademarks, the goodwill associated therewith, and the rights and obligations under the Co-Existence Agreement;

NOW, THEREFORE, in consideration of the payment of ten dollars (\$10.00) by Quinn to each of Quest and Royal and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereto agree as follows:

Quest and Royal do hereby assign and transfer unto Quinn any and all rights, title and interest in and to the Trademarks, together with any and all the associated goodwill of their businesses symbolized thereby and all applications and registrations of same, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past and present, including infringement of the Trademarks, or other violations, or injury to the said goodwill, and the right to sue for and recover the same in Quinn's own name and the names of Quinn's successors, assigns or other legal representatives, as well as any and all rights and obligations under the Co-Existence Agreement.

[Remainder of this page intentionally left blank]

Assigning Parties: Quest Specialty Chemicals, Inc.
and Royal Adhesives and Sealants, LLC

Receiving Party: Frederick A. Quinn

IN WITNESS WHEREOF, this Assignment has been executed this 5 day of August, 2003.

Quest Specialty Chemicals, Inc.

By: James T. Elgin
Name: JAMES T. ELGIN
Title: Vice President

STATE OF Indiana)
) ss:
COUNTY OF Elkhart)

On this 5 day of August, 2003, before me appeared James T. Elgin, the person who signed this instrument, who acknowledged that she/he signed it as a free act on behalf of Quest Specialty Chemicals, Inc., with authority to do so.

SEAL

Notary Public

Sarah J. Wackelroad
my commission expires January 12, 2008

Royal Adhesives and Sealants, LLC

By: James T. Elgin
Name: JAMES T. ELGIN
Title: President

STATE OF Indiana)
) ss:
COUNTY OF Elkhart)

On this 5 day of August, 2003, before me appeared James T. Elgin, the person who signed this instrument, who acknowledged that she/he signed it as a free act on behalf of Royal Adhesives and Sealants, LLC, with authority to do so.

SEAL

Notary Public

Sarah J. Wackelroad
my commission expires January 12, 2008

Assigning Parties: Quest Specialty Chemicals, Inc.
and Royal Adhesives and Sealants, LLC

Receiving Party: Frederick A. Quinn

SCHEDULE A
(Trademarks)

Trademark	Applicant	Status	Application Number	Filing Date	Country
QUEST SPECIALTY CHEMICALS	Quest Specialty Chemicals, Inc.	Pending	76/350,551	14-Dec-2001	USA
QUEST SPECIALTY CHEMICAL COMPANY	Royal Adhesives and Sealants, Inc.*	Pending	1143875	13-Jun-2002	Canada
QUEST SPECIALTY CHEMICAL COMPANY	Royal Adhesives and Sealants, Inc.*	Pending	2732386	11-Jun-02	European Community
QUEST SPECIALTY CHEMICAL COMPANY	Royal Adhesives and Sealants, Inc.	Abandoned; awaiting official notice	549914	04-Jun-2002	Mexico

*We are addressing amendment of Applicant's name to Royal Adhesives and Sealants, LLC.

Assigning Parties: Quest Specialty Chemicals, Inc.
and Royal Adhesives and Sealants, LLC

Receiving Party: Frederick A. Quinn

SCHEDULE B
(Co-Existence Agreement)

Co-Existence Agreement between Quest Specialty Chemicals, Inc. and Quest International BV,
dated April 23, 2002.

CO-EXISTENCE AGREEMENT

This Agreement is dated the 23rd day of APRIL 2002

BETWEEN

1) QUEST INTERNATIONAL BV, a company incorporated in the Netherlands, of 28 Huizerstraatweg, 1411 GP Naarden, The Netherlands (hereinafter "QUEST") of the one part, and

2) QUEST SPECIALTY CHEMICALS INC, a company incorporated in the state of Delaware, United States, of 2001 W Washington Street, South Bend, Indiana 46628, USA (hereinafter "QSC") of the other part

WHEREAS

A) QUEST has, through itself or its affiliated companies, used and registered the marks QUEST, QUEST INTERNATIONAL and other marks incorporating the mark QUEST, worldwide, and in particular QUEST is the owner of US Trade Mark Applications Nos 75/568039, 75/789446 and 75/790720 for QUEST, QUEST INTERNATIONAL and QUEST INTERNATIONAL & Design respectively.

- B) QSC is incorporated as and has applied to register the mark QUEST SPECIALTY CHEMICAL COMPANY in the United States under application No 76/350551 filed 14 December 2001.
- C) QUEST and QSC wish to enter into a Co-existence Agreement to limit the area of use of their respective marks to prevent the public from being misled.

NOW IN CONSIDERATION of the mutual terms and obligations set out in this Agreement, the parties hereby agree as follows:-

1. QSC agrees not to use its mark QUEST SPECIALTY CHEMICAL or any mark(s) incorporating the word "QUEST" in relation to goods and services in the food, beverage, fragrance, cosmetics, personal care and pharmacologically active ingredients fields, including chemicals for inclusion in food, beverage, fragrance, cosmetic, personal care and pharmacologically active products, computer software and databases for use in these fields, and services associated therewith.
2. QUEST agrees not to use its mark(s) QUEST, QUEST INTERNATIONAL or any mark(s) incorporating the word "QUEST" in relation to goods in the specialty chemical field namely, adhesives and films for bonding, coatings and films for surface protection and polymers used in the formulation of the adhesives, films and coatings, and services associated therewith.

3. In this regard, QSC agrees to amend the specification of goods for its pending US Application No 76/350551 to exclude “chemicals for use in the food, beverage, fragrance, cosmetic, personal care and pharmacologically active ingredients fields”.
4. QSC agrees not to use the single word mark QUEST, on its own, as a designation of the source or approval of a product or service. Use of QUEST as part of a composite mark, such as QUEST SPECIALTY CHEMICALS or something similar thereto is not prohibited by the terms of this Agreement, provided solely that the requirements of paragraph 1 hereof are respected.
5. QSC undertakes to include a notice in any press releases and formal securities filings to clarify that it is not connected or in any way affiliated with the Quest International business group of ICI plc.
6. QUEST hereby agrees not to object to, oppose, threaten to oppose, revoke or in any other way attack or assist any third party to attack the use of, or applications or registrations for QSC’s trade mark QUEST SPECIALTY CHEMICALS and other marks incorporating the mark QUEST SPECIALTY CHEMICALS where such use, applications or registrations are in accordance with this Agreement.
7. QSC hereby agrees not to object to, oppose, threaten to oppose, revoke or in any other way attack or assist any third party to attack the use of, or applications or registrations for QUEST’s marks QUEST, QUEST INTERNATIONAL and other marks incorporating the mark QUEST

(excluding QUEST SPECIALTY CHEMICALS), where such use, applications or registrations are in accordance with this Agreement.


8. Both parties agree to provide written consent to use and register or to assist in any other manner necessary to enable the other party's trade marks to be registered, where such applications for registration are made in accordance with this Agreement. Each party is to bear its own costs in providing consent where these costs are reasonable.
9. Both parties agree to assist each other where feasible and necessary in defending both parties' trade marks from infringement by third parties. All costs in such matters will be borne by the party requiring assistance.
10. This Agreement is to be binding on the subsidiaries, affiliated companies, assignees, licensees and / or successors in title to the respective parties.
11. This Agreement is to be perpetual and to have effect world-wide.
12. This Agreement is to be governed by the laws of the State of New York, USA.
13. Any dispute between the parties arising out of or in connection with the Agreement which if not settled by negotiation between the parties hereto shall be settled finally by arbitration in New York City, under the rules of commercial arbitration of the American Arbitration Association then in effect.
14. Regardless of the severity of any breach of the Agreement, any or all breaches by either party will be deemed to be a breach of warranty allowing the innocent party to make a claim in damages and not a breach of condition to allow the innocent party to treat the Agreement as repudiated.

15. Notwithstanding the above, should either party be in breach of the Agreement either by failing to give consent where consent should be given or by seeking to register the trade mark QUEST for the other party's goods, then the innocent party will be entitled in arbitration proceedings to an order requiring the offending party either to give consent or to withdraw or assign the offending application.
16. This Agreement may not be modified or amended except upon written agreement, signed by authorized representatives of both parties.
17. Nothing in this Agreement should prohibit, or be construed to prohibit either party from entering into a similar relationship with a third party, or from entering into a relationship, including but not limited to licensing agreements, with a third party which relates to any marks which are subject to this Agreement.
18. This Agreement constitutes the entire understanding between the parties and no prior or collateral understanding or agreement, whether written, oral or otherwise shall be given effect to the extent it conflicts with the terms of this Agreement.
19. Notwithstanding anything to the contrary contained in this Agreement, neither party will be responsible for any failure to perform its obligations hereunder where such failure is caused, in whole or in part, by strikes, lockouts, riots, epidemics, war, governmental regulation, fire, communication line failure, power failure, acts of God, or other causes beyond its control.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed by their authorized representatives, the day and date first above written.

For and on behalf of) 
Quest International B.V.) AUTHORIZED SIGNATORY

In the presence of) 

For and of behalf of) 
Quest Specialty Chemicals) CEO
Inc)

In the presence of) 