

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Tetra Technologies, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

2. Name and address of receiving party(ies)
Name: W. M. Barr & Company, Inc.
Internal Address: _____
Address: _____
Street Address: 2105 Channel Avenue
City: Memphis State: TN Zip: 38113

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Tennessee
 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 Merger
 Security Agreement Change of Name
 Other Stock Purchase Agreement

Execution Date: 09/11/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/526,371

Additional number(s) attached Yes No

B. Trademark Registration No.(s) See attached sheet.

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Lea Hall Speed, Esq.
Internal Address: _____
Street Address: _____
c/o Baker, Donelson, Bearman, Caldwell & Berkowitz
City: Memphis State: TN Zip: 38103

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41).....\$ 440.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
08-1629

DO NOT USE THIS SPACE

9. Signature.
Lea Hall Speed, Esq.  March 22, 2004
Name of Person Signing Signature Date

12

Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$440.00 081629 76526371

Recordation Form Cover Sheet (continuation)

Page 2

Assignor: Tetra Technologies, Inc. and Damp Rid, Inc.

Assignee: W. M. Barr & Company, Inc.

1. Name of Conveying Parties (cont.)

Damp Rid, Inc., a Florida corporation

4(B). Trademark Registration Nos.

MARK	FILE DATE	SERIAL NO.	REG. NO.	REG. DATE
DAMP RID	30-Dec-1977	73/153,800	1,109,816	26-Dec-78
DAMP RID	13-May-1987	73/660,826	1,467,905	08-Dec-87
DAMP RID	23-Dec-1999	75/879,808	2,499,669	10/23/2001
DAMP RID (and Design)	27-Jan-1998	75/424,045	2,192,426	29-Sep-98
DAMP TRAPS	22-Aug-1997	75/345,358	2,241,262	20-Apr-99
DI-GAS	15-Nov-1979	73/239,223	1,190,409	23-Feb-82
FABRIC FRESH	14-Aug-1997	75/341,152	2,507,332	13-Nov-01
FRESH ALL	28-Jan-1982	73/347,848	1,250,882	13-Sep-83
FRESH ALL	22-Nov-1985	73/569,791	1,412,952	14-Oct-86
MAGIC DISK	30-Dec-1977	73/153,801	1,111,563	23-Jan-79
MILDEWCIDE	11-Jan-1961	72/111,708	725,215	19-Dec-61
MILDEWDISK	5-Dec-1960	72/109,656	730,254	24-Apr-62
MOISTURE MAGNET	2-Dec-1991	74/227,019	1,811,364	14-Dec-93
V (and design)	19-Dec-1986	73/636,188	1,458,958	29-Sep-87
VAPOR PRODUCTS	10-Dec-1986	73/635,380	1,461,622	20-Oct-87
VAPOR PRODUCTS (Logo)	19-Dec-1986	73/636,187	1,458,957	29-Sep-87

STOCK PURCHASE AGREEMENT

AMONG

W. M. BARR & COMPANY, INC.,
as Buyer,

AND

TETRA TECHNOLOGIES, INC.,
as Seller,

AND

DAMP RID, INC.,
the Company

Dated as of September 11, 2003

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement") is entered into as of September 11, 2003, by and among W. M. BARR & COMPANY, INC., a Tennessee corporation ("Buyer"); TETRA TECHNOLOGIES, INC., a Delaware corporation ("Seller"); and DAMP RID, INC., a Florida corporation (the "Company"). Buyer, Seller and the Company are referred to each herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

WHEREAS, Seller owns all of the outstanding capital stock of the Company.

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of the outstanding capital stock of the Company.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

ARTICLE I

CERTAIN DEFINITIONS

1.1 "Affiliate" shall mean, as to any Person, any other Person which directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interest, by contract or otherwise).

1.2 "Affiliated Group" means any affiliated group within the meaning of Section 1504(a) of the Code.

1.3 "Applicable Law" means any federal, state, local, municipal or other domestic or foreign statute, law, rule or regulation, or any judgment, order, writ, injunction or decree of, any Governmental Entity to which a specified person or property is subject.

1.4 "Average Net Working Capital" means the average Net Working Capital of the Company over the 12 month period ending September 30, 2003 as calculated on Exhibit A hereto.

1.5 "Buyer" has the meaning set forth in the introductory paragraph to this Agreement.

1.6 "Buyer Indemnitees" has the meaning set forth in Section 8.2.

1.7 "Closing" has the meaning set forth in Section 2.4.

(ii) Section 3.2(j) of the Disclosure Schedule lists all Income Tax Returns filed with respect to the Company for taxable periods ended on or after January 1, 1999, indicates those Income Tax Returns that have been audited, and indicates those Income Tax Returns that currently are the subject of audit.

(iii) The Company has not waived any statute of limitations in respect of Income Taxes or agreed to any extension of time with respect to an Income Tax assessment or deficiency.

(iv) The Company is not a party to any Income Tax allocation or sharing agreement.

(k) Real Property. The Company does not own any real property.

(l) Intellectual Property.

(i) The Company owns or has the right to use pursuant to license, sublicense, agreement, or permission all Intellectual Property material to the operation of the business of the Company as presently conducted without payment of any continuing royalties or license fees to any party. Section 3.2(l)(i) of the Disclosure Schedule lists all such licenses, sublicenses or agreements. There are no oral licenses, sublicenses, agreements, understandings, or permissions with respect to any Intellectual Property.

(ii) To the Knowledge of the Seller, the Company has not infringed upon any Intellectual Property rights of third parties, or received any claim, demand, or notice alleging any such infringement (including any claim that the Company must license or refrain from using any Intellectual Property rights of such third party). To the Knowledge of Seller, no third party has infringed upon any Intellectual Property rights of the Company.

(iii) Section 3.2(l)(iii) of the Disclosure Schedule identifies each patent or copyright or trademark registration which has been issued to the Company with respect to any of its Intellectual Property, identifies each pending patent application or application for copyright or trademark registration which the Company has made with respect to any of its Intellectual Property, and identifies each license, agreement, or other permission which the Company has granted to any third party with respect to any of its Intellectual Property (together with any exceptions). The Seller has made available to Buyer correct and complete copies of all such patents, copyright or trademark registrations, applications, licenses, agreements, and permissions (as amended to date). Section 3.2(l)(iii) of the Disclosure Schedule also identifies each trade name or unregistered trademark used by the Company in connection with its business.

(m) Contracts. Section 3.2(m) of the Disclosure Schedule lists agreements, contracts, arrangements, and understandings to which the Company is a party or by which the Company or any of its properties is otherwise bound which contain the following:

Agreement and the Exhibits, Annexes and Schedules identified in this Agreement shall mean United States dollars.


10.13 Incorporation of Exhibits, Annexes, and Schedules. The Exhibits, Annexes, and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof:

10.14 Waiver of Consumer Rights. BUYER HEREBY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, CHAPTER 17, SUBCHAPTER E, §§ 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN §17.555, WHICH IS NOT WAIVED) OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER. TO EVIDENCE ITS ABILITY TO GRANT SUCH WAIVER, BUYER REPRESENTS TO SELLER THAT (i) BUYER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION, (ii) BUYER IS REPRESENTED BY LEGAL COUNSEL IN ENTERING INTO THIS AGREEMENT, AND (iii) SUCH LEGAL COUNSEL WAS NOT DIRECTLY OR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY SELLER, THE COMPANY OR ANY AGENT OF SELLER OR THE COMPANY.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.


BUYER:

W. M. BARR & COMPANY, INC.

By: 
Name: Richard A. Loomis
Title: President CEO

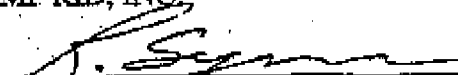
SELLER:

TETRA TECHNOLOGIES, INC

By: 
Name: Raymond D. Symons
Title: Senior Vice President

COMPANY:

DAMP RID, INC

By: 
Name: Raymond D. Symons
Title: Executive Vice President

SCHEDULE 3.2(I)(III)

Intellectual Property

See Attached List of Issued and Pending Patents and Intellectual Property Registrations. Additionally, the company applied with the U.S. Patent & Trademark Office on July 10, 2003 for registration of the trademark "Odor Genie".

Intellectual Property Rights Granted to Third-Parties:

None.

Unregistered Trade Names and Trademarks Used in Business:

- The Moisture Buster (words and symbol)
- The Solution to Fresher, Healthier Air
- Absorbs Musty Odors
- Continuous Odor Removal (Odor Genie)
- No Electricity Needed (words and symbol)

Internet Domain Name: "damprid.com"

DAMP RID® : PATENTS & TRADEMARKS

ISSUED US PATENTS:

Cunanan, Heaner and Haslon: "Dehumidifying Pouch"

<i>US Patent #</i>	<i>5,907,908</i>
<i>Application #</i>	<i>08/941,996</i>
<i>Date Filed</i>	<i>Oct. 1, 1997</i>
<i>Date Issued</i>	<i>June 1, 1999</i>
<i>Date Expiration</i>	<i>Oct. 1, 2017</i>

US PENDING PATENT APPLICATIONS (Office Action Awaited):

Vogt, Mishra and Heaner "A System for Dehumidifying and Deodorizing Pouch"

Status: US Application Filed May 12, 2000

Attorney: D'Amrosio & Associates

TRADEMARKS

Registration Under Prosecution:

*DAMP RID (word only) Columbia Serial # 98.060.312**

* Registration granted, but error in the description of the product is being corrected. Amended certificate of registration to be issued. The application was filed by Vapor Products.

Currently Registered Trademarks:

<i>DAMP RID (word only)</i>	<i>US Registration #</i>	<i>1,109,816(Int. Class 1)</i>
	<i>Date of Registration</i>	<i>Dec. 26, 1978</i>
	<i>Renewal Date</i>	<i>Dec. 26, 2008</i>

US Registration # 1,467,905 (Int. Class 3)
Date of Registration Dec. 8, 1987
Renewal Date Dec. 8, 2007

US Registration # 75,879,808
 (Int. Class 1, 5 & 11)
Date of Registration Oct. 23, 2001
Renewal Date Oct. 23, 2011

Argentina Reg. # 2,139,285
Date of Registration Jan. 11, 2000
Renewal Date Jan. 11, 2010

Canada Reg. # 365,171
Date of Registration Feb. 9, 1990
Renewal Date Feb. 9, 2005

Costa Rica Reg. # 73,698
Date of Registration Dec. 20, 1990
Renewal Date Nov. 20, 2010

CTM (European Community)
Registration # 001352798
Date of Registration Oct. 20, 1999
Renewal Date Oct. 20, 2009

Florida Reg. # T07300
Date of Registration May 19, 1987
Renewal Date May 19, 2007

Guatemala Reg. # 68,182
Date of Registration Nov. 25, 1992
Renewal Date Nov. 25, 2012

Honduras Reg. # 53,558
Date of Registration March 8, 1991
Renewal Date Abandoned

Hong Kong Reg. # **BS293/93**
Date of Registration **Dec. 3, 1993**
Renewal Date **April 18, 2011**

Israel Reg. # **80491**
Date of Registration **March 5, 1995**
Renewal Date **July 26, 2012**

Mexico Reg. # **367892(Class 6)**
Date of Registration **Sept. 29, 1989**
Renewal Date **May 24, 2004**

Mexico Reg. # **367891(Class 4)**
Date of Registration **Sept. 29, 1989**
Renewal Date **May 24, 2004**

New Zealand Reg. # **B201255**
Date of Registration **Feb. 24, 1995**
Renewal Date **April 19, 2011**

Panama Reg. # **046847(Class 1)**
Date of Registration **Dec. 28, 1988**
Renewal Date **Dec. 28, 2008**

Panama Reg. # **046848 (Class 3)**
Date of Registration **Sept. 12, 1990**
Renewal Date **Sept. 12, 2010**

Puerto Rico # **31,048**
Date of Registration **August 26, 1992**
Renewal Date **August 26, 2012**

DAMP RID (logo)

US Registration # **2,192,426**
Date of Registration **March 28, 2000**
Use Declaration **March 28, 2005**

DAMP TRAPS	US Registration #	2,241,262
	Date of Registration	April 20, 1999
	Use Declaration	April 20, 2004
DI-GAS	US Registration #	1,190,409
	Date of Registration	Feb. 23, 1982
	Renewal Date	Feb. 23, 2012
FABRIC FRESH	US Registration #	250,7332
	Date of Registration	Nov. 13, 2001
	Date of Declaration	Nov. 13, 2006
	Date of Renewal	Nov. 13, 2011
FRESH ALL	US Registration #	1,250,882 (Int. Class 3) Mattress Deodorizers
	Date of Registration	Sept. 13, 1983
	Renewal Date	Sept. 13, 2003
	US Registration #	1,412,952 (Int. Class 3) Room Deodorizers
	Date of Registration	Oct. 14, 1986
	Renewal Date	Oct. 14, 2006
MILDEWDISK	US Registration #	730,254
	Date of Registration	April 24, 1962
	Renewal Date	April 24, 2002
MILDEWCIDE	US Registration #	725,215
	Date of Registration	Dec. 19, 1961
	Renewal Date	Dec. 19, 2001
MAGIC DISK	US Registration #	1,111,563
	Date of Registration	Jan. 23, 1979
	Renewal Date	Jan. 23, 2009
MOISTURE MAGNET	US Registration #	1,811,364
	Date of Registration	Dec. 14, 1993
	Renewal Date	Dec. 14, 2003

VAPOR PRODUCTS (words) US Registration # 1,461,622
Date of Registration Dec. 20, 1987
Renewal Date Dec. 20, 2007

Florida Registration # T06760
Date of Registration Feb. 26, 1987
Renewal Date Feb. 26, 2007

VAPOR PRODUCTS (design) US Registration # 1,458,957
Date of Registration Sept. 29, 1987
Renewal Date Sept. 29, 2007

V (& design) US Registration # 1,458,958
Date of Registration Sept. 29, 1987
Renewal Date Sept. 29, 2007