

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies): AKZO NOBEL CHEMICALS INC.</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 (Delaware) <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p>Name: RIPPLEWOOD PHOSPHORUS U.S. LLC</p> <p>Address: One Rockefeller Plaza, 32nd Floor New York, NY 10020</p> <p><input 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 checked="" type="checkbox"/> Other - Limited Liability Company (Delaware)</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>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Excution Date: <u>July 20, 2004</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) See attached</p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>B. Trademark Registration No.(s) See attached</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Hayley Smith, Senior Legal Assistant Kirkland & Ellis LLP 153 East 53rd Street New York, NY 10022-4675 (212) 446-4800 (Phone) (212) 446-4900 (Fax)</p>	<p>6. Total number of applications and registrations involved: 20</p> <p>7. Total fee (37 CFR 3.41)..... \$ 490 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account</p> <p>8. Charge to Deposit Account No. 111098 (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Hayley Smith Hayley Smith 7/27/04
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: ___

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

CH \$515.00 111098 7658141

SCHEDULE TO RECORDATION COVER SHEET**AKZO NOBEL CHEMICALS INC. TO RIPPLEWOOD PHOSPHORUS U.S. LLC**

Trademark	Reg. Number
FLEXIBLE FYREX	1.077.205
FYR-BACK	1.286.437
FYREX	516.373
FYRLUBE	1.069.208
FYROL	742831
FYROL	996934
FYROLFLEX	2311658
FYROLTEX	2811321
FYRQUEL	901.413
FYRQUEL	863.773
FYRQUEL EHC	1.354.803
FYRQUEL EHC-S	1.345.387
FYRTEK	1.082.133
LINDOL	197508
PHOSFLEX	820.165
SYN-O-AD	1.046.580
VICTASTAB	1.118.560
VICTAWET	507.800

Trademark	App. Number
GT-CHECK	76/581441
FYR-CHECK	76/581442

UNITED STATES TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 20 day of July, 2004 (the "Effective Date") by and between AKZO NOBEL CHEMICALS INC. a corporation organized under the laws of Delaware (the "Assignor") and RIPPLEWOOD PHOSPHORUS U.S. LLC, a limited liability company organized under the laws of the State of Delaware (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset and Share Purchase Agreement dated as of April 24, 2004 (the "Purchase Agreement"); and,

WHEREAS, pursuant to the Purchase Agreement, *inter alia*, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor all rights at common law and all rights under statute in and to the trademarks listed in Schedule "A", together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to the Purchaser the entire right, title and interest in and to the Marks, for the United States, Canada and all other countries of the world, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, Canada or any other country of the world, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for the Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks in the United States, and the corresponding entities or agencies in any other countries, to record Assignee as the assignee and owner of the Marks.


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Subject to the terms and conditions of the Purchase Agreement, each party hereto will use its reasonable best efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws (as defined by the Purchase Agreement), and execute and deliver such documents and other papers as may be required to carry out the provisions of and to consummate and make effective this Assignment.

IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

AKZO NOBEL CHEMICALS INC.

RIPPLEWOOD PHOSPHORUS U.S. LLC

by: 
Name:
Title:

by: _____
Name:
Title:

IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

AKZO NOBEL CHEMICALS INC.

RIPPLEWOOD PHOSPHORUS U.S.
LLC

by: _____
Name:
Title:

by:  _____
Name:
Title:

SCHEDULE "A"

Trademark Name	Country	Owner Name	Type	Status	File Date	Appl. Number	Reg. Date	Reg. Number
FLEXIBLE FYREX	US	Akzo Nobel Chemicals Inc.	Word	Renewed	26-Aug-76		15-Nov-77	1.077.205
FYR-BACK	US	Akzo Nobel Chemicals Inc.	Word	Pending	18-Apr-83		17-Jul-84	1.286.437
FYR-CHECK	US	Akzo Nobel Chemicals Inc.	Word-Logo	Pending	17-Mar-04	76-581442		
FYREX	US	Akzo Nobel Chemicals Inc.	Word	Renewed	12-Jul-47		18-Oct-49	516.373
FYRLUBE	US	Akzo Nobel Chemicals Inc.	Word	Registered	13-Dec-76		12-Jul-77	1.069.208
FYROL	US	Akzo Nobel Chemicals Inc.	Word	Renewed	08-Sep-61	72/127509	01-Jan-63	742831
FYROL	US	Akzo Nobel Chemicals Inc.	Word	Renewed	23-Aug-73	72/466392	29-Oct-74	996934
FYROLFLEX	US	Akzo Nobel Chemicals Inc.	Word	Registered	24-Dec-98	75/612041	25-Jan-00	2311658
FYROLTEX	US	Akzo Nobel Chemicals Inc.	Word	Registered	25-Jan-02	76/363323	03-Feb-04	2811321
FYRQUEL	US	Akzo Nobel Chemicals Inc.	Word	Pending	16-Apr-70		27-Oct-70	901.413
FYRQUEL	US	Akzo Nobel Chemicals Inc.	Word	Pending	18-Jun-68		21-Jan-69	863.773
FYRQUEL EHC	US	Akzo Nobel Chemicals Inc.	Word	Pending	23-Jun-13		20-Aug-85	1.354.803
FYRQUEL EHC-S	US	Akzo Nobel Chemicals Inc.	Word	Pending	23-Jun-13		02-Jul-85	1.345.387

EHC-S		Chemicals Inc.			13		Jul-85	
FYRTEK	US	Akzo Nobel Chemicals Inc.	Word	Registered	19- May-77		17- Jan- 78	1.082.133
GT-CHECK	US	Akzo Nobel Chemicals Inc.	Word- Logo	Letter	17- Mar-04	76/581441		
LINDOL	US	Akzo Nobel Chemicals Inc.	Word	Registered	26- Nov-24		21- Apr- 25	197508
PHOSFLEX	US	Akzo Nobel Chemicals Inc.	Word	Pending	18- Nov-65		13- Dec- 66	820.165
SYN-O-AD	US	Akzo Nobel Chemicals Inc.	Word	Registered	23- May-75		24- Aug- 76	1.046.580
VICTASTAB	US	Akzo Nobel Chemicals Inc.	Word	Renewed	29-Sep- 77	73/143108	22- May- 79	1.118.560
VICTAWET	US	Akzo Nobel Chemicals Inc.	Word	Pending	12-Jul- 47		22- Mar- 49	507.800