

FORM PTO-1584 (Modified)
(Rev. 10/02)
OMB No. 0951-0027 (exp. 03/02/2005)
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TM05/REV03

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:

TM-FC,UV

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

FIRST CHEMICAL CORPORATION

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

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

3. Nature of conveyance:

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

Execution Date: 06/30/2003

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

Name: ALBEMARLE CORPORATION

Internal Address: LAW DEPARTMENT

Street Address: 451 FLORIDA STREET

City: BATON ROUGE State: LA ZIP: 70801

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State VIRGINIA
- 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

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No (s)

1,791,156
1,304,507

Additional numbers attached? Yes No

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

Name: MARCY M. HOEFLING

Internal Address: ALBEMARLE CORPORATION

LAW DEPARTMENT - TRADEMARKS

Street Address: 451 FLORIDA STREET

City: BATON ROUGE State: LA ZIP: 70801

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01-0659

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.

MARCY M. HOEFLING

Name of Person Signing

Marcy M. Hoefling

Signature

July 27, 2004

Date

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

23

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

700102711

REEL: 002905 FRAME: 0155

CH \$65.00 010659 1791156

BILL OF SALE AND ASSIGNMENT OF PERSONAL PROPERTY

THIS BILL OF SALE AND ASSIGNMENT OF PERSONAL PROPERTY is made and entered this 30th day of June, 2001 by and between by and between **CHEMFIRST FINE CHEMICALS, INC.**, a Delaware corporation ("CFC"), and **FIRST CHEMICAL CORPORATION** ("First Chem") a Mississippi corporation (collectively CFC and First Chem are referred to as the "Sellers"), and **ALBEMARLE CORPORATION**, a Virginia corporation (the "Buyer").

RECITALS

WHEREAS, Sellers and Buyer have executed and entered into that certain Asset Purchase Agreement dated as of June 13, 2001 (the "Asset Purchase Agreement") pursuant to which Sellers sell to Buyer, and Buyer purchases from Sellers, certain assets, including the assets described herein; and

WHEREAS, Sellers desire to transfer to Buyer and Buyer desires to accept from Sellers, the assets described herein;

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized words used herein shall have the same meaning as set forth in the Asset Purchase Agreement.
2. **Assignment.** Sellers hereby assign, convey, transfer and set over to Buyer, free and clear of all liens, charges and encumbrances, to have and to hold, all of Sellers' right, title and interest in and to the following described personal property:
 - (i) The Working Capital;
 - (ii) The Tyrone Equipment;
 - (iii) The Dayton Equipment;
 - (iv) The Dayton Pilot Plant Buildings;
 - (v) Subject to Section 4.02 of the Asset Purchase Agreement, the Records;
 - (vi) The Permits;
 - (vii) All rights of Sellers under or pursuant to all warranties, representations, indemnities and guarantees made by suppliers, manufacturers and contractors in connection with products or services of the CFC Business, or affecting the real estate, machinery, equipment, furniture, fixtures or personalty of any kind used exclusively or primarily by Sellers in connection with the business or operations of the CFC Business;

- (viii) All claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off, rights of recoupment (including any such items relating to the payment of taxes) exclusively arising out of or relating to the CFC Business or the Transferred Assets;
- (ix) The Intellectual Property Rights; and
- (x) All other tangible and intangible assets owned by Sellers on the Closing Date that are used or intended for use primarily in connection with the operation of the CFC Business and are listed on Schedule 2.01(m) to the Asset Purchase Agreement.

3. **Other Documents for Patent Assignment.** Sellers shall execute and deliver to Buyer, the Patent Assignments in the form attached hereto as Appendix A, and such other necessary documents or instruments as Buyer reasonably requests, in order to transfer, convey and assign to the Buyer, and to confirm the Buyer's title in, the patents and patent applications which constitute Intellectual Property Rights under the Asset Purchase Agreement.

4. **Assignment Subject to Asset Purchase Agreement.** The assignment hereunder, and under the Patent Assignments referred to in Section 3 hereof, shall in all respects be governed by, and subject to, the terms and conditions of the Asset Purchase Agreement. Should there be any conflict between the terms of this Assignment, or such Patent Assignments, and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale and Assignment of Personal Property to be executed and delivered by their duly authorized representatives as of the date first written above.

ALBEMARLE CORPORATION

By: Edward S. Woods

Name: _____

Title: VP - Corporate Development

FIRST CHEMICAL CORPORATION

By: [Signature]

Name: _____

Title: President

CHEMFIRST FINE CHEMICALS, INC.

By: [Signature]

Name: _____

Title: Chairman

ASSET PURCHASE AGREEMENT

by and between

CHEMFIRST FINE CHEMICALS, INC. AND FIRST CHEMICAL CORPORATION

and

ALBEMARLE CORPORATION

As of June 13, 2001

(ii) **health and safety**, including but not limited to any **Liability or Damages** under any applicable federal, state and local laws, rules, regulations, orders, directives, decrees or restrictions.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"HSR Notification Form" has the meaning described in Section 4.03.

"Indemnified Party" and **"Indemnifying Party"** have the meanings described in Section 5.04.

"Instruments of Transfer" has the meaning described in Section 2.01.

"Intellectual Property Rights" has the meaning described in Section 2.01(m).

"Interim Period" has the meaning described in Section 4.08.

"Inventory" has the meaning described in Section 2.01(a).

"Key Employees" has the meaning described in Section 8.01(p).

"KPMG" has the meaning described in Section 2.05(b)(i)(3).

"KPMG Audit Schedule" has the meaning described in Section 2.05(b)(i)(3).

"Liability" shall mean shall mean any liability or obligation, whether such liability or obligation is known or unknown, disclosed or undisclosed, asserted or unasserted, absolute or contingent, accrued or unaccrued, mature or unmatured or otherwise, including any liability for Taxes.

"Material Adverse Effect" shall mean, with respect to a Person, the Transferred Assets or the CFC Business, as applicable, a loss, expense or cost which is materially adverse to the assets or condition (financial or otherwise) of that Person, Transferred Asset or the CFC Business, as applicable, taken as a whole, except for such loss, expense or cost that results from or arises out of any event, occurrence, fact, condition, change or development that affects the economy generally or the industry of the CFC Business as a whole.

"Material Open Contracts" has the meaning described in Section 3.01(l).

"Nitrobenzene and Nitrotoluene Supply Agreement" has the meaning described in Section 4.22.

"Non-Compete Business" has the meaning described in Section 4.10(a)(ii).

"Non-Compete Products" has the meaning described in Section 4.10(a)(i).

"Ordinary Course of Business" shall mean the ordinary course of business, consistent with past practice (including with respect to quantity and frequency, as applicable).

"Owned Real Properties" has the meaning described in Section 3.01(j).

"Pascagoula Equipment" has the meaning described in Section 4.13.

(j) All permits, approvals, franchises, authorizations and consents held or otherwise used or intended for use by Sellers in connection with the operation of the CFC Business arising out of and associated with CFC's operations at its Tyrone Facility (the "Permits"), including Environmental Permits, all as listed in Schedule 2.01(j);

(k) All rights of Sellers under or pursuant to all warranties, representations, indemnities and guarantees made by suppliers, manufacturers and contractors in connection with CFC Products or the CFC Business, or affecting the real estate, machinery, equipment, furniture, fixtures or personalty of any kind used by Sellers in connection with the business or operations of the CFC Business;

(l) All claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off, rights of recoupment (including any such items relating to the payment of taxes) arising out of or relating to the CFC Business or the Transferred Assets;

(m) All of the following intellectual property rights of Sellers used or intended to be used in connection with the operations of the CFC Business or the Transferred Assets (the "Intellectual Property Rights"): (i) domestic and foreign patents (including patents, patent applications and disclosures, together with all reissuance, divisions, continuations, continuations-in-part, revisions, extensions and reexaminations thereof, conception records and support documentation such as lab notebooks; (ii) trademarks (including Seller's FirstCure® trademark), trade dress, trade names, service marks (and all variations of and logos associated with such names), together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith (iii) all copyrightable works, all copyrights, and all applications, registrations and renewals in connection therewith; (iv) all mask works and all applications, registrations and renewals in connection therewith; (v) all trade secrets, technology and confidential information (including ideas, research and development), know-how, formulas, composition, inventions (whether patentable or unpatentable and whether or not reduced to practice), improvements thereto and manufacturing and production processes and techniques, operating manuals, technical data, designs, drawings, specifications; (vi) all computer software and processes (including data and related documents, whether electronic written or otherwise); (vii) government approvals, permits, licenses, product registrations, filings, authorizations and approvals, and applications for any of the foregoing; and (viii) confidential information and other similar intangible assets. (Schedule 2.01(m) sets forth a list of the patents, patent applications, trademarks and trademark applications to be assigned to Buyer); and

(n) All other tangible and intangible assets owned by Sellers on the Closing Date that are used or intended for use in connection with the operation of the CFC Business and are listed on Schedule 2.01(n).

Sellers shall (1) transfer the Transferred Assets (other than the Tyrone Facility and the Dayton Pilot Plant Facility) to Buyer pursuant to a general assignment and bill of sale in the form of Exhibit A attached hereto (the "Bill of Sale") and an assignment and assumption agreement in the form of Exhibit B attached hereto (the "Assignment and Assumption Agreement"), (2) transfer the Tyrone Facility to Buyer pursuant to a deed, subject to the Permitted Exceptions, in the form of Exhibit C attached hereto (the "Deed") and (3) transfer the leasehold interest in the Dayton Pilot Plant Facility pursuant to a lease in the form of Exhibit D (the "Dayton Pilot Plant Lease") (collectively with the Bill of Sale, Assignment and Assumption Agreement, the Deed and the Pilot Plant Lease shall be referred to as the "Instruments of Transfer").

stay of the litigation (except for injunctive relief) while the parties attempt to settle the dispute through this negotiation method, and the party declining to participate agrees not to oppose such a stay.

IN WITNESS WHEREOF, the Buyer and the Sellers have executed this Asset Purchase Agreement as of the day and year first above written.

FIRST CHEMICAL CORPORATION

By: [Signature]
Name: George M. Simmons
Title: President

CHEMFIRST FINE CHEMICALS, INC.

By: [Signature]
Name: R.M. Summerford
Title: Chairman

ALBEMARLE CORPORATION

By: [Signature]
Name: Edward G. Woods
Title: VP - Corporate Development

ChemFirst Inc., a Mississippi corporation and parent company of CFC and First Chem, does hereby guarantee the obligations of Sellers under, and according to the terms of, this Asset Purchase Agreement.

CHEMFIRST INC.

By: [Signature]
Name: R. m. Summerford
Title: President

Schedule 2.01(m)

Intellectual Property Rights

See attached.

Trademark
FIRSTCURE

THIS REGISTRATION CORRESPONDS TO U.S. REG. 1,791,156
BREINER & B FILE NO. 2720/TM

<p><u>Country:</u> USA</p> <p><u>Registration No.:</u> 1,791,156</p> <p><u>Date Registered:</u> 09/07/93</p> <p><u>Registrant:</u> First Chemical Corporation</p>	<p><u>Outside Attorney:</u></p> <p><u>Their File No.:</u></p>
<p><u>Purpose:</u> Photochemicals for curing polymers, in class 1 (U.S. Cl. 6)</p>	<p><u>Serial No.:</u> 74/286,080</p> <p><u>First Use:</u> 08/20/90</p> <p><u>Renewal Period:</u> From: 03/07/2003 To: 09/07/2003</p> <p><u>Section 8/15 Period:</u> From: 09/07/98 To: 09/07/99</p>

Status:

11/29/99 - Ltr to RBL from M.Barber confirming Affidavit of Use was accepted by USPTO on 11/18/99.

04/22/99 - memo to M Losset from RBL instructs him to execute affidavit, provide 3 samples & send to M Barber

03/31/99 - Ltr to RBL from M Barber encloses sections 8 & 15 affidavit, requests 3 samples, deadline is 09/07/99

03/25/99 - Ltr to M Barber from RBL encloses "cancellation Alert" from firm "Trademark Renewal Service" and instructs Marth to prepare section 8/15 affidavit

10/22/98 - letter from M. Barber that Section 8 and 15 affidavit due 9/7/99; TSG docketed calendar for March, 1999.

Notes:

Registration transferred to Martha Barber (Bell Seltzer) on May 19, 1997.

Logo file added 03/06/2001



- FCURE LOGO BLACK.tif

Description	Reg. No.
Text: FIRSTCURE	
Corresp. Reg.: AUSTRALIA (No. 592244)	1,791,156
Corresp. Reg.: BENELUX (No. 591883)	
Corresp. Reg.: CANADA (No. 713153)	
Corresp. Reg.: CTM (COMMUNITY TRADEMARK APP.) (>>>SEE STATUS)	
Corresp. Reg.: DENMARK (No. 1634)	
Corresp. Reg.: FRANCE (No. 92446567)	
Corresp. Reg.: GERMANY (>>>SEE STATUS)	
Corresp. Reg.: ITALY (No. 677217)	
Corresp. Reg.: JAPAN (No. 3053262)	
Corresp. Reg.: KOREA (>>>SEE STATUS)	
Corresp. Reg.: MEXICO (No. 527742)	
Corresp. Reg.: NORWAY (No. 161785)	
Corresp. Reg.: SPAIN (No. 1736105)	
Corresp. Reg.: SWEDEN (No. 251004)	
Corresp. Reg.: SWITZERLAND (No. 404216)	
Corresp. Reg.: TAIWAN (No. 627115)	
Corresp. Reg.: UK (No. 1521843)	

Trademark
UVATONE

<u>Country:</u> USA <u>Registration No.:</u> 1,304,507 <u>Date Registered:</u> 12/13/84 <u>Registrant:</u> First Chemical Corporation	<u>Outside Attorney:</u> Breiner & B <u>Their File No.:</u> 2474/TM
<u>Purpose:</u> Chemical-Namely, a photoinitiator for use in the manufacture of photopolymerization curable products including coatings, inks, adhesives and the like, in Class 1 (U.S. Cl. 6)	<u>Serial No.:</u> 450,248 <u>First Use:</u> 09/14/83 <u>Renewal Period:</u> From: 05/13/2004 To: 11/13/2004 <u>Section 8/15 Period:</u> From: To:

<u>Status:</u> 12/05/80 - Assigned from Upjohn (Reel 0756, Frames 668 & 669) 06/18/91 - Section 8 & 15 Declaration accepted
<u>Notes:</u> Registration transferred to Martha Barber (Bell Seltzer) on May 19, 1997.