

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
Avonite, Inc.		07/31/2003	CORPORATION: NEW MEXICO

RECEIVING PARTY DATA

Name:	Aristech Acrylics LLC
Street Address:	7350 Empire Drive
City:	Florence
State/Country:	KENTUCKY
Postal Code:	41042
Entity Type:	Limited Liability Company: KENTUCKY

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1444153	A NEW STONE AGE OF ELEGANCE
Registration Number:	1753241	AVONITE
Registration Number:	1845601	AVONITE
Registration Number:	1756138	CRYSTELLE
Registration Number:	1757643	CRYSTELLE
Registration Number:	1660375	FORMSTONE

CORRESPONDENCE DATA

Fax Number: (412)394-2555
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 412-394-2360
 Email: jtarasi@thorpreed.com
 Correspondent Name: Jenifer Tarasi, Thorp Reed & Armstrong
 Address Line 1: One Oxford Centre, 301 Grant Street
 Address Line 2: 14th Floor
 Address Line 4: Pittsburgh, PENNSYLVANIA 15219-1425

CH \$165.00 1444153

NAME OF SUBMITTER:

Jenifer S. Tarasi

Total Attachments: 4

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Assignment and Assumption Agreement

This Assignment and Assumption Agreement, dated as of July 31, 2003, between Aristech Acrylics LLC, a Kentucky limited liability company ("AALLC") and Avonite, Inc., a New Mexico corporation ("Avonite").


1. Unless the context otherwise clearly requires, all capitalized words and phrases used but not otherwise defined herein and defined in the Asset Purchase Agreement made as of July 31st between AALLC and Avonite (the "APA") shall have the meanings attributed thereto in the APA.
2. Avonite assigns, transfers and delivers to AALLC all of Avonite's right, title, and interest in and to the Assets, including those set forth in Schedule 1.1(b) of the APA and except for the Retained Assets, and AALLC hereby agrees to assume, perform, pay or discharge all liabilities and obligations of Avonite to be performed after the date hereof with respect to the following obligations (collectively referred to as the "Assumed Obligations"):
 - a. The obligations of Avonite or the Business under those contracts listed on Schedule 1.1(d);
 - b. The obligations of Avonite under contracts entered into in the ordinary course of business in connection with the Business and which are not required to be disclosed in the schedules to the APA;
 - c. The intellectual property as set forth on Schedule 1.1(h);
 - d. The accounts payable of the Business; and
 - e. All liabilities and obligations of Avonite under the Permits included in the Assets and as set forth on Schedule 4.12.
3. This Assignment and Assumption Agreement is made subject to and with the benefit of the respective representations, warranties, covenants, terms, conditions, limitations and other provisions of the APA.
4. AALLC and Avonite shall execute and deliver, or cause to be executed and delivered, all such other further documents and instruments and shall do and perform all such acts as may be reasonably required or necessary to give full effect to the intent of this Assumption and Assignment Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of July 31st, 2003.

Aristech Acrylics LLC

By: 
Title: ATTORNEY IN FACT

Avonite, Inc.

By: 
Title: ATTORNEY IN FACT

SCHEDULE 1.1(h)

List of Worldwide IP- Registrations/ Pending Applications for Avonite

Patents by Invention

POLISHABLE, FLAME RETARDED, SYNTHETIC MINERAL PRODUCT AND METHOD

<u>COUNTRY</u>	<u>FILED</u>	<u>SERIAL #</u>	<u>ISSUED</u>	<u>PATENT #</u>	<u>STATUS</u>
Canada	4/14/1988	564,089	6/27/1995	1,336,109	Issued
U.K.	8/9/1988	88908088.3		0,328,630	Issued
U.S.	8/4/1989	389,741	10/9/1990	4,961,995	Issued
U.S.	9/10/1990	579,836	7/16/1991	5,032,625	Issued

CULTURED ONYX PRODUCTS AND METHODS THEREFOR – EP PATENT

<u>COUNTRY</u>	<u>FILED</u>	<u>SERIAL #</u>	<u>ISSUED</u>	<u>PATENT #</u>	<u>STATUS</u>
Belgium		84300577.8		0,150,547	Issued
Germany		84300577.8		0,150,547	Issued
France		84300577.8		0,150,547	Issued
U.K.		84300577.8		0,150,547	Issued

SOLADIUM

<u>COUNTRY</u>	<u>FILED</u>	<u>SERIAL #</u>	<u>ISSUED</u>	<u>PATENT #</u>	<u>STATUS</u>
U.S.	1/23/2001	09/767,517			Pending

CALCINATED FLINT CLAY SOLID SURFACE PRODUCT AND PREPARATION THEREOF

<u>COUNTRY</u>	<u>FILED</u>	<u>SERIAL #</u>	<u>ISSUED</u>	<u>PATENT #</u>	<u>STATUS</u>
U.S.	9/7/2001	09/949,334			Pending

Trademarks by Mark

A NEW STONE AGE OF ELEGANCE

<u>COUNTRY</u>	<u>FILED</u>	<u>APPLN. #</u>	<u>REG. DATE</u>	<u>REG. #</u>	<u>STATUS</u>
U.S.	11/7/1986	73/629,299	6/23/1987	1,444,153	Registered

AVONITE

<u>COUNTRY</u>	<u>FILED</u>	<u>APPLN. #</u>	<u>REG. DATE</u>	<u>REG. #</u>	<u>STATUS</u>
Benelux	3/15/1989	66,574	4/2/1990	464.770	Registered
Canada	3/21/1988	603,275	6/30/1989	TMA357,697	Registered
Denmark	3/30/1989	02.215/89	9/7/1990	05.924-1990	Registered
France	2/16/1989	111,014	2/16/1989	1,514,845	Registered
Germany	3/10/1989	A46023/19WZ	8/1/1990	1,161,847	Registered
Greece	4/24/1989	93447	5/25/1999	2566	Registered
Ireland	3/13/1996	132,145	3/13/1996	132,145	Registered
Italy	3/20/1989	38918C/89	5/6/1992	872096	Registered
Portugal	3/31/1989	254,484	8/18/1992	254,484	Registered

South Korea	5/29/1989	89-13315	4/17/1990	190470	Registered
South Korea	5/29/1989	89-13314	8/22/1990	198653	Registered
South Korea	5/29/1989	89-13313	5/15/1990	191644	Registered
Spain	4/7/1989	1,314,049	6/5/1991	1,314,049	Registered
U.K.	6/13/1987	1,312,921	6/13/1987	1,312,921	Registered
U.S.	11/7/1990	74/113,586	2/16/1993	1,753,241	Registered
U.S.	9/14/1993	74/437,267	7/19/1994	1,845,601	Registered

CRYSTELLE

COUNTRY	FILED	APPLN. #	REG. DATE	REG. #	STATUS
U.S.	7/18/1990	74/079,483	3/2/1993	1,756,138	Registered

CRYSTELLE (AND DESIGN)

COUNTRY	FILED	APPLN. #	REG. DATE	REG. #	STATUS
U.S.	7/18/1990	74/079,519	3/9/1993	1,757,643	Registered

FORMSTONE

COUNTRY	FILED	APPLN. #	REG. DATE	REG. #	STATUS
U.S.	2/6/1990	74/026,064	10/8/1991	1,660,375	Registered

Next Action due in connection with the Worldwide IP- Registrations/ Pending Applications for Avonite

Patents by Invention

POLISHABLE, FLAME RETARDED, SYNTHETIC MINERAL PRODUCT AND METHOD

COUNTRY	PATENT #	NEXT ACTION DUE
Canada	1,336,109	6/27/2003 – Annuity due
U.K.	0,328,630	8/9/2003 – Annuity due
U.S.	4,961,995	
U.S.	5,032,625	

CULTURED ONYX PRODUCTS AND METHODS THEREFOR – EP PATENT

COUNTRY	PATENT #	NEXT ACTION DUE
Belgium	0,150,547	1/30/2004 – Annuity due
Germany	0,150,547	1/30/2004 – Annuity due
France	0,150,547	1/30/2004 – Annuity due
U.K.	0,150,547	1/30/2004 – Annuity due

SOLADIUM

COUNTRY	SERIAL #	NEXT ACTION DUE
U.S.	09/767,517	9/12/2003 – Issue Fee due

CALCINATED FLINT CLAY SOLID SURFACE PRODUCT AND PREPARATION THEREOF

COUNTRY	SERIAL #	NEXT ACTION DUE
U.S.	09/949,334	7/1/2004 – Status Check – have we received first Office Action?

Trademarks by Mark

A NEW STONE AGE OF ELEGANCE

<u>COUNTRY</u>	<u>REG. #</u>	<u>NEXT ACTION DUE</u>
U.S.	1,444,153	6/23/2007 – Renewal due

AVONITE

<u>COUNTRY</u>	<u>REG. #</u>	<u>NEXT ACTION DUE</u>
Benelux	464,770	3/15/2009 – Renewal due
Canada	TMA357,697	6/30/2004 – Renewal due
Denmark	05.924-1990	9/7/2010 – Renewal due
France	1,514,845	2/16/2009 – Renewal due
Germany	1,161,847	3/10/2009 – Renewal due
Greece	2566	4/24/2009 – Renewal due
Ireland	132,145	3/12/2010 – Renewal due
Italy	872096	3/20/2009 – Renewal due
Portugal	254,484	8/18/2007 – Renewal due
South Korea	190470	4/17/2010 – Renewal due
South Korea	198653	8/22/2010 – Renewal due
South Korea	191644	5/15/2010 – Renewal due
Spain	1,314,049	6/5/2006 – Tax
U.K.	1,312,921	6/13/2008 – Renewal due
U.S.	1,753,241	2/16/2013 – Renewal due
U.S.	1,845,601	7/19/2004 – Renewal due

CRYSTELLE

<u>COUNTRY</u>	<u>REG. #</u>	<u>NEXT ACTION DUE</u>
U.S.	1,756,138	3/2/2013 – Renewal due

CRYSTELLE (AND DESIGN)

<u>COUNTRY</u>	<u>REG. #</u>	<u>NEXT ACTION DUE</u>
U.S.	1,757,643	3/9/2013 – Renewal due

FORMSTONE

<u>COUNTRY</u>	<u>REG. #</u>	<u>NEXT ACTION DUE</u>
U.S.	1,660,375	10/8/2011 – Renewal due