Form PTO-1594 (Rev. 06/04)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office	
OMB Collection 0651-0027 (exp. 6/30/2005)  RECORDATION FO	ORM COVER SHEET	
TRADEMARKS ONLY		
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.		
1. Name of conveying party(ies)/Execution Date(s):  WIL Research Laboratories, Inc.  1407 George Road Ashland, Ohio 44805-9281  Individual(s) Association General Partnership Limited Partnership  Corporation-State Other Citizenship (see guidelines) Indiana  Execution Date(s) September 30, 2004  Additional names of conveying parties attached? Yes X No.  3. Nature of conveyance:  X Assignment Merger  Security Agreement Change of Name	Corporation Citizenship  Limited Liabilty Other Company  If assignee is not domiciled in the United States, a domestic	
Other	representative designation is attached: Yes No (Designations must be a separate document from assignment)	
<ul> <li>4. Application number(s) or registration number(s) and A. Trademark Application No.(s) 78/477,769 78/477,765</li> <li>C. Identification or Description of Trademark(s) (and Filing WIL RESEARCH LABORATORIES, INC. Human Figures Design</li> </ul>	B. Trademark Registration No.(s)  Additional sheet(s) attached? Yes X No	
5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Jessica L. Rothstoin	6. Total number of applications and registrations involved:	
Internal Address: c/o Goodwin Procter LLP  Street Address: 599 Lexington Avenue	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00  Authorized to be charged by credit card  Authorized to be charged to deposit account  Enclosed	
City: New York	8. Payment Information:	
State: NY Zip: 10022	a. Credit Card Last 4 Numbers	
Phone Number: 212.813.8800	b. Deposit Account Number 06-0923	
Fax Number: 212.355.3333	Authorized User Name Jessica Rothstein	
9. Signature: Signature	October 28, 2004  Date	
Jessica L. Rothstein	Total number of pages including cover 4	
Name of Person Signing	sheet, attachments, and document:	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 002965 FRAME: 0373

## TRADEMARK ASSIGNMENT

This Trademark Assignment is made on September 30, 2004 by and between WIL Research Laboratories, Inc., an Indiana corporation, with its principal place of business at 1407 George Road, Ashland, Ohio 44805-9281 (hereinafter "Assignor"), and WIL Research Laboratories, LLC, a Delaware limited liability company, with its principal place of business at 1407 George Road, Ashland, Ohio 44805-9281 (hereinafter "Assignee").

WHEREAS, Assignor is desirous of assigning, and Assignee is desirous of obtaining, the trademarks listed on the attached schedule (hereinafter "Marks") and the associated applications, registrations and common law rights associated with the Marks.

NOW THEREFORE, pursuant to the Asset Purchase Agreement, dated as of September \_\_\_\_\_\_, 2004, among Assignor, Great Lakes Chemical Corporation, a Delaware corporation, with its principal place of business at 9025 North River Road, Suite 400, Indianapolis, IN 46240, and Assignee, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys unto Assignee: (i) all of Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business in which the Mark(s) are used, (ii) all federal and state trademark applications and registrations for the Marks, and (iii) all common law rights in the Marks;, the same to be held and enjoyed by Assignee for its own, and for the use and enjoyment of its successors, assigns and/or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with the rights to all future profits and all claims for damages by reason of past, present or future infringement of the Marks, and the right to sue for, and collect the same.

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GOODWIN PROCTER LLP.

**2** 003/004

Assignee, at its own cost and expense, shall record a fully executed copy of this Trademark

Assignment with the United States Patent and Trademark Office or any other agency having

jurisdiction over the registration of the Marks.

Assignor shall make no further use of the Marks from and after the date of this Trademark

Assignment, nor shall Assignor challenge Assignee's use of the Marks after the date of this

Trademark Assignment.

No modifications of or additions to this Trademark Assignment shall have effect unless in writing

and properly executed by the parties hereto. This Trademark Assignment shall be governed by the

laws of the State of New York, without regard to its conflict of laws principles, except that disputes

arising under trademark law shall be decided under U.S. federal law. This Trademark Assignment

may be executed in any number of counterparts, which together shall be deemed an original

document.

ASSIGNOR:

WIL Research Laboratories, Inc.

By:

A\$SIGNEE:

WIL Research Laboratories, LLC

MARK

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**RECORDED: 10/28/2004** 

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United States	WIL RESEARCH LABORATORIES, INC.	78/477,769
United States	Human Figures Design	78/477,765

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