

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.

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: 

Name: RICHARD T. HIGGINS

Title: CHAIRMAN OF THE BOARD

ASSIGNEE:
WIL Research Laboratories, LLC

By: 

Name: MARK P. VISSER

Title: VICE PRESIDENT & SECRETARY

	Country	Trademark	Application No.
	United States	WIL RESEARCH LABORATORIES, INC.	78/477,769
	United States	Human Figures Design	78/477,765