

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crompton Manufacturing Company, Inc.		12/31/2000	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Uniroyal Chemical Company, Inc.		
Street Address:	Benson Road		
City:	Middlebury		
State/Country:	CONNECTICUT		
Postal Code:	06749		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2260846	ADEPT	
CORRESPONDENCE DATA			
Fax Number:	(860)275-8299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8602758200		
Email:	adoolan@rc.com		
Correspondent Name:	Robinson & Cole LLP		
Address Line 1:	280 Trumbull Street		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Alaine C. Doolan		
Total Attachments: 4			
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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT ("Agreement"), effective as of midnight on December 31, 2000 (the "Effective Date"), is made and entered into by and between Crompton Manufacturing Company, Inc., a New Jersey corporation formerly known as Uniroyal Chemical Company, Inc. and having an address at Benson Road, Middlebury, CT 06749 ("CMCI") and Uniroyal Chemical Company, Inc., a Delaware corporation and having an address at Benson Road, Middlebury, CT 06749 ("Recipient").

WHEREAS, CMCI is the owner of all right, title and interest in and to the intellectual property described on Schedule A (the "Intellectual Property") attached hereto; and

WHEREAS, CMCI desires to transfer the Intellectual Property to Recipient and Recipient desires to accept such transfer and assume all rights and obligations of CMCI associated with the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration as more particularly set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** CMCI hereby grants, bargains, sells, conveys, assigns, transfers and delivers all of the Intellectual Property to Recipient, including without limitation, the right to any registrations, continuations, continuations-in-part, divisionals, reissues or reexaminations thereof, the right to prosecute any applications thereof, the right to have any registrations, continuations, continuations-in-part, divisionals, reissues or reexaminations thereof issue in the name of the Recipient, the right to file for registration thereof in any country in the world with the full benefit of any priorities which may now or in the future be granted by law or by treaty, the right to apply for and obtain any renewal of any registrations thereof, the right to sue for past and future infringement and the right to the goodwill of the business symbolized thereby, and Recipient hereby accepts such Intellectual Property.

2. **Encumbered Intellectual Property.** In the event the Intellectual Property includes any Intellectual Property which can not be freely transferred, sold, assigned or otherwise conveyed by CMCI to Recipient without the consent of, or notice to, any third party which is not an affiliate of CMCI, such Intellectual Property shall be assigned hereunder only to the extent, and only from and after such time as, CMCI shall have obtained the requisite consent or delivered the requisite notice to the appropriate third party or parties (the "Encumbered Intellectual Property"). From and after the Effective Date, CMCI shall, to the greatest extent permitted, hold Encumbered Intellectual Property for the exclusive use and benefit of Recipient until the required notice has been given or consent obtained. Upon the giving of such notice or obtaining of such consent with respect to any Encumbered Intellectual Property, no further conveyance or assignment shall be required between the parties with respect to the Encumbered Intellectual Property, but full and complete title to such Intellectual Property shall automatically become vested in Recipient by virtue of this Agreement.

3. **Consideration.** This Assignment is given to the Recipient in consideration for stock pursuant to Section 351 of the Internal Revenue Code wherein CMCI wholly owns

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Recipient and additional shares will not be issued pursuant to this transfer, with this transfer being treated as a contribution to capital to Recipient pursuant to Section 118 of the Internal Revenue Code.

4. Representations and Warranties. This Agreement is subject to the terms and conditions of that certain Conveyance Agreement, dated of equal date herewith, by and between CMCI and Recipient (the "Conveyance Agreement") and the respective representations, warranties, covenants, agreements and obligations made in the Conveyance Agreement are incorporated herein by reference, constitute an integral part of this Agreement and shall survive the execution and delivery of this Agreement.

5. Further Assurances. From time to time after the date hereof, and without any further consideration, each party agrees to execute and deliver such instruments of conveyance, assignment, transfer and delivery, and take such other action, as the other may reasonably request in order more effectively to vest in Recipient beneficial and record title to the Intellectual Property and to put Recipient in actual possession and operating control of such Intellectual Property.

6. Miscellaneous. Regardless of when executed, this Agreement shall be effective as of midnight on December 31, 2000. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut, without regard to its conflict of law principles.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

CROMPTON MANUFACTURING COMPANY, INC.

By: *Daniel Reitenbach*
Name: Daniel Reitenbach
Title: Assistant Secretary

UNIROYAL CHEMICAL COMPANY, INC.

By: *Daniel Reitenbach*
Name: Daniel Reitenbach
Title: Assistant Secretary

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

:ss

The foregoing instrument was acknowledged before me this 8th day of November, 2001, by Daniel Reitenbach of Crompton Manufacturing Company, Inc. as his act and deed, and the free act and deed of said corporation.

Patricia J. Knizley
Notary Public
My commission expires: **PATRICIA J. KNIZLEY**
NOTARY PUBLIC
My Commission Expires Feb. 28, 2002

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

:ss

The foregoing instrument was acknowledged before me this 8th day of November, 2001, by Daniel Reitenbach of Uniroyal Chemical Company, Inc. as his act and deed, and the free act and deed of said corporation.

Patricia J. Knizley
Notary Public
My commission expires: **PATRICIA J. KNIZLEY**
NOTARY PUBLIC
My Commission Expires Feb. 28, 2002

SCHEDULE A

Mark	Registration No.
ADEPT	2,260,846