

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OMYA S.A.		02/16/2005	CORPORATION: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OMYA AG		
<b>Street Address:</b>	Baslerstrasse 42		
<b>Internal Address:</b>	CH-4665		
<b>City:</b>	Oftringen		
<b>State/Country:</b>	SWITZERLAND		
<b>Entity Type:</b>	CORPORATION: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2261998	OMYAFOAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)416-8339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	919 286-8078		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	430 Davis Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27650		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Arlene D. Hanks, Moore & Van Allen PLLC		
<b>Address Line 1:</b>	430 Davis Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		

OP \$40.00 2261998

NAME OF SUBMITTER:	Arlene D. Hanks
Signature:	/Arlene D. Hanks/
Date:	02/21/2005
Total Attachments: 2 source=Assign-T Omya S.A#page1.tif source=Assign-T Omya S.A#page2.tif	

**ASSIGNMENT OF TRADEMARK  
AND ACCOMPANYING GOODWILL**

**THIS ASSIGNMENT** made effective as of the 16th day of February 2005, by and between OMYA S.A., a French corporation, whose address is 35, Quai Andre Citroen, 75725 Paris Cedex 15, France, (hereinafter the "Assignor"), and OMYA AG, a Swiss corporation, whose address is Baslerstrasse 42, CH-4665, Oftringen, Switzerland, (hereinafter the "Assignee").

**WHEREAS**, Assignor is the owner of the trademark OMYAFOAM in the United States, and the registration therefor in the United States Patent and Trademark Office, Registration No. 2,261,998, (the "Trademark"), the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action and the right to recover for past infringement, dilution or other misappropriation thereof; and

**WHEREAS**, Assignee is desirous of acquiring the Trademark, and all goodwill associated therewith and symbolized thereby and all rights appurtenant thereto;

**NOW, THEREFORE**, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges by its execution below:

1. Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Trademark, together with the goodwill of the business connected with the use of and symbolized by said Trademark, and together with any and all interests, claims and rights for damages and profits by reason of any past infringement or unauthorized use of the Trademark, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Trademark, use of confusingly similar marks or names by others and all other related causes of action and the right to sue therefor.

2. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to transfer all of Assignor's rights, title and interest in and to the said Trademark to Assignee, its successors or assigns.

IN WITNESS WHEREOF, the Assignor has executed this document, through its duly authorized representative, on the day and date set forth below, effective as of the date first set forth above.

OMYA S.A.  
Assignor

By: 

Name: Jean Crespon

Title: C E O

Date: February 16<sup>th</sup>, 2005