

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
OMYA INDUSTRIES INC.		02/16/2005	CORPORATION: VERMONT
RECEIVING PARTY DATA			
Name:	OMYA AG		
Street Address:	Baslerstrasse 42		
Internal Address:	CH-4665		
City:	Oftringen		
State/Country:	SWITZERLAND		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	983598	OMYA HYDROCARB	
Registration Number:	1150730	OMYALITE	
Registration Number:	1153558	OMYACARB	
Registration Number:	1577195	OMYAFIL	
Registration Number:	2063863	OMYAPAQUE	
Registration Number:	2502000	OMYA-CAL	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919 286-8078		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27650		

OP \$165.00 983598

DOMESTIC REPRESENTATIVE

Name: Arlene D. Hanks, Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

NAME OF SUBMITTER:	Arlene D. Hanks
Signature:	/Arlene D. Hanks/
Date:	02/21/2005

Total Attachments: 3
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**ASSIGNMENT OF TRADEMARKS
AND ACCOMPANYING GOODWILL**

THIS ASSIGNMENT made effective as of the 16th day of February, 2005, by and between OMYA INDUSTRIES INC., a Vermont corporation, whose address is 61 Main Street, Proctor, Vermont, 05765, (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 United States trademarks, and the respective registrations therefor in the United States Patent and Trademark Office, more fully set forth on the attached Schedule A, (the "Trademarks"), 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 Trademarks, 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 Trademarks, together with the goodwill of the business connected with the use of and symbolized by said Trademarks, 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 Trademarks, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Trademarks, 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 Trademarks 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 INDUSTRIES INC.

Assignor

By: 

John Suddarth

Vice President

Date: 2/16/05

SCHEDULE A

OMYA HYDROCARB	0,983,598	05/14/74	1	W4090
OMYALITE	1,150,730	04/14/81	1	W4080
OMYACARB	1,153,558	05/12/81	1	W4039
OMYAFIL	1,577,195	01/16/90	1	W4138
OMYAPAQUE	2,063,863	05/20/97	1	W6437
OMYA-CAL	2,502,000	10/30/01	1	W9117