

**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>
CONSTRUCTION RESEARCH & TECHNOLOGY GMBH		01/31/2005	CORPORATION: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LYMTAL INTERNATIONAL, INC.		
<b>Street Address:</b>	4150 SOUTH LAPEER ROAD		
<b>City:</b>	ORION		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48359		
<b>Entity Type:</b>	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1098783	ISO-FLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(248)357-2720		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2483573010		
<b>Email:</b>	jbisdorf@raypro.com		
<b>Correspondent Name:</b>	Jeremy D. Bisdorf		
<b>Address Line 1:</b>	26300 Northwestern Highway, 4th Floor		
<b>Address Line 2:</b>	P.O. Box 5058		
<b>Address Line 4:</b>	Southfield, MICHIGAN 48086		
<b>NAME OF SUBMITTER:</b>	Jeremy D. Bisdorf		
<b>Signature:</b>	/jdb/		
<b>Date:</b>	03/18/2005		

OP \$40.00 1098783

Total Attachments: 2  
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**BILL OF SALE AND ASSIGNMENT  
OF INTELLECTUAL PROPERTY RIGHTS**

THIS BILL OF SALE AND ASSIGNMENT dated as of January 31, 2005 from **Construction Research & Technology GmbH**, a German company ("CRT GmbH"), to **LymTal International, Inc.**, a Michigan company ("LymTal").

**WITNESSETH:**

WHEREAS, Master Builders, Inc. (now known as Degussa Admixtures, Inc.), an affiliate of CRT GmbH, ("MBI"), and LymTal executed a certain License Agreement dated May 2, 1994 (the "Agreement"), and First Amendment dated March 20, 1997 (the "Amendment"), which together state, among other provisions, that upon expiration of the Agreement as amended, MBI shall sell, transfer, convey and assign to LymTal the rights, title and interest in the trademark Iso-Flex registered for use with elastomers and elastomer sealants (registration number 1,098,783) and Iso-Flex® Technology identified in Exhibit A of the Agreement (collectively referred to as "Intellectual Property");

WHEREAS, CRT GmbH acquired all right, title and interest in the Intellectual Property and has succeeded to the rights and obligations of MBI with respect to Intellectual Property stated in the Agreement and Amendment;

WHEREAS, pursuant to the Agreement and Amendment, MBI and now CRT GmbH, is required to sell, transfer, convey and assign or cause to be sold, transferred conveyed and assigned to LymTal all MBI's, and now CRT GmbH's, right, title, and interest in and to the Intellectual Property as set forth in Section 9 of the Amendment;

WHEREAS, pursuant to the Agreement and Amendment, and pursuant to the instructions of CRT GmbH, CRT GmbH and MBI desire to now sell, transfer, convey and assign to LymTal the Intellectual Property.

NOW, THEREFORE, in consideration of the sum of U.S. One Dollar (\$1.00), and for good and other adequate consideration, the receipt and sufficiency of which is acknowledged, MBI/CRT GmbH hereby grants, bargains, sells, assigns, delivers, transfers and sets over unto LymTal on an as-is basis, with no express or implied representations or warranties of any kind or nature including the implied warranties of merchantability and fitness for purpose, to have and to hold unto LymTal, its successors and assigns forever, all right, title and interest of MBI/CRT GmbH in and to the Intellectual Property, Improvements first conceived or developed on or before May 2, 1994 and Licensed Formulations identified on Exhibit A, together with the goodwill associated with the trademark and the right to sue for any past trademark infringements

Pursuant to Articles 2.2 and 8.2 of the Agreement, the Intellectual Property excludes any Iso-Flex Technology acquired or developed by MBI or any Affiliate of MBI subsequent to May 2, 1994, and any Improvements made to the Iso-Flex Technology by MBI or any Affiliate of MBI.

Pursuant to Article 5.6 of the Amendment, MBI/CRT warrants to LymTal that neither it, nor its predecessors, sold, transferred or otherwise conveyed the Intellectual Property to unaffiliated third parties.

All capitalized terms used herein and in the Recitals hereinabove, unless otherwise defined or the context otherwise requires, shall have the meanings ascribed to such terms in the Agreement.

The sale, assignment, transfer, and conveyance of the rights, title and interest of MBI/CRT GmbH described herein is made under and in connection with the representations, warranties, and covenants made in the Agreement and Amendment, and is subject to the terms and conditions of the Agreement and Amendment. Upon payment of the royalty due and owing for the period immediately preceding May 2, 2004 all other terms and conditions of the Agreement and Amendment, and specifically the royalty obligations of LymTal, are terminated prospectively, subsequent to May 2, 2004.

MBI/CRT GmbH agrees to execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required by LymTal from time to time for the better assigning, transferring, granting, conveying, assuring and confirming to LymTal, or for the aiding and assisting and the reducing to possession by LymTal of any of the rights, title and interests sold, assigned, transferred and conveyed by MBI/CRT GmbH hereunder, including the right to have the Intellectual Property assigned to LymTal from the current registered owner(s) thereof, if so requested by or on behalf of LymTal.

IN WITNESS WHEREOF, MBI/CRT GmbH has executed this Bill of Sale and Assignment by its duly authorized representative, acting pursuant to a written Power of Attorney, on the date first above written.

WITNESS:

Betty Kelly

MASTER BUILDERS, INC (now known as  
DEGUSSA ADMIXTURES INC.)

By: [Signature]  
Name: John Pendefgast  
Title: Secretary  
Dated: 1/31/05

WITNESS:

Betty Kelly

CONSTRUCTION RESEARCH &  
TECHNOLOGY, GmbH

By: [Signature]  
Name: Timothy C. Leslie  
Title: Authorized Representative  
(Attorney-in-Fact) Pursuant to a written Power of  
Attorney  
Dated: 1/31/05