

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>EFFECTIVE DATE:</b>	06/10/2005		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Elementis Chemicals, Inc.		06/10/2005	CORPORATION: DELAWARE
Elementis Specialties, Inc.		06/10/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Adhesives and Sealants, LLC		
<b>Street Address:</b>	2001 West Washington Street		
<b>City:</b>	South Bend		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46628		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	991147	DOUBLE/BUBBLE	
Registration Number:	2917950	ECLIPSE	
Registration Number:	648038	EPOCAP	
Registration Number:	1259697	EPOCURE	
Registration Number:	651886	EPOSET	
Registration Number:	0745626	EPOWELD	
Registration Number:	2365877	HARDMAN	
Registration Number:	1244919	H HARDMAN	
Registration Number:	863734	ISOLENE	
Registration Number:	937347	KALAR	
Registration Number:	936381	KALENE	
Registration Number:	0797928	KALEX	

OP \$390.00 991147

900026536

**TRADEMARK**  
**REEL: 003105 FRAME: 0744**

Registration Number:	912001	MONOPOXY
Registration Number:	608934	ROLOX
Registration Number:	1262094	TUFF STUFF

# **CORRESPONDENCE DATA**

Fax Number: (312)863-7812

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: nathaniel.panek@goldbergkohn.com

Correspondent Name: Nathaniel Panek

Address Line 1: 55 East Monroe St.

Address Line 2: Suite 3700

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Nathaniel Panek
Signature:	/nathaniel panek/
Date:	06/15/2005

## **Total Attachments: 6**

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## **TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), effective as of June 10, 2005 (the "Effective Date"), is by and between Elementis Chemicals Inc., a Delaware corporation, and Elementis Specialties, Inc., a Delaware corporation (individually, each an "Assignor" and together, the "Assignors"), and Royal Adhesives and Sealants, LLC, a Delaware limited liability company ("Assignee"). Unless otherwise defined herein, capitalized terms used herein are defined in that certain Asset Purchase Agreement dated as of March 23, 2005 (the "Asset Purchase Agreement") by and between Elementis Chemicals, Inc. and Assignee.

A. WHEREAS, Elementis Chemicals, Inc. and Assignee have entered into the Asset Purchase Agreement, pursuant to which Assignee is acquiring substantially all of the assets, properties and rights and assuming certain liabilities used in or related to the development, manufacture, marketing and sale of products described on Appendix B thereto;

B. WHEREAS, Assignors presently own certain trademarks and trademark applications set forth in the attached Schedule A (the "Properties"); and

C. WHEREAS, in furtherance of the foregoing, each Assignor desires to transfer, assign, convey deliver and vest all of its interests and rights in the Properties for all countries, jurisdictions and political entities of the world, to and in Assignee.

NOW, THEREFORE, in consideration of the promises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Each Assignor, in accordance with Section 3.3 of the Asset Purchase Agreement, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to Assignee, its successors, legal representatives, assigns and nominees, such Assignor's entire right, title and interest in, to and under the Properties, together with the goodwill of the business symbolized by the Properties and all income, royalties and damages now and hereafter due and/or payable to such Assignor, for all countries, jurisdictions and political entities of the world, along with the right to sue for past, present and future infringements, in and to all the Properties, and corresponding counterpart foreign Trademarks with respect to which, and to the extent to which, Assignors now have or hereafter acquire the right to so assign, convey, transfer and deliver.

2. Each Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue Trademarks or other evidence or forms of intellectual or industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. Each Assignor hereby covenants and agrees that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

4. Each Assignor hereby further covenants and agrees that upon the reasonable request of Assignee, it will communicate to Assignee, its successors, legal representatives and assigns, such facts as are known to such Assignor relating to the use, maintenance, protection and enforcement of the Properties, testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and use its commercially reasonable efforts to aid Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Properties.

*Signature Pages Follow*

IN TESTIMONY WHEREOF, ASSIGNORS have caused this Trademark Assignment to be duly executed by their respective duly authorized officer on the date set forth below.

ASSIGNORS:

ELEMENTIS CHEMICALS INC.

By: Walker Allen  
Name: Walker Allen  
Title: President

STATE OF New Jersey )  
COUNTY OF Merger ) ss:

On this 9 day of June, 2005, before me the undersigned, a Notary Public for the State of New Jersey personally appeared Walker Allen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Brenda L. Gaudreau  
Signature of Notary

**Brenda L. Gaudreau**  
Notary Public of New Jersey  
Commission Expires January 28, 2007

ELEMENTIS SPECIALTIES INC.

By: Neil Carr  
Name: Neil Carr  
Title: President

STATE OF New Jersey )  
 )ss:  
COUNTY OF Mercer )

On this 9 day of June, 2005, before me the undersigned, a Notary Public for the State of New Jersey personally appeared Neil Carr, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Brenda L. Guadagno  
Signature of Notary

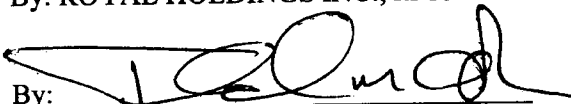
**Brenda L. Guadagno**  
**Notary Public of New Jersey**  
**Commission Expires January 28, 2007**

IN TESTIMONY WHEREOF, ASSIGNEE has caused this Trademark Assignment to be duly executed by their respective duly authorized officer on the date set forth below.

ASSIGNEE:

ROYAL ADHESIVES AND SEALANTS, LLC

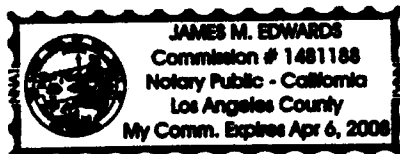
By: ROYAL HOLDINGS INC., its sole member

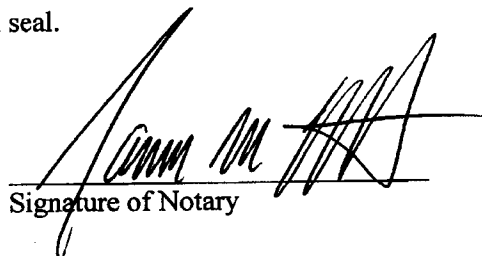
By:   
Name: Theodore M. Clark  
Title: CEO

STATE OF California )  
 )ss:  
COUNTY OF Los Angeles )

On this 8th day of June, 2005, before me the undersigned, a Notary Public for the State of California, personally appeared Theodore M. Clark, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



  
Signature of Notary

**SCHEDULE A****PROPERTIES****Trademarks – Belleville**

Elementis Specialties Inc	CTM	DOUBLE/BUBBLE	000200592	200,592	4/9/1996	4/9/1996	4/9/2006
Elementis Specialties Inc	USA	DOUBLE/BUBBLE	72/460,288	991,147	6/14/1973	8/20/1974	8/20/2005
Elementis Specialties Inc	CTM	DPR	000200535	200,535	4/9/1996	2/23/2000	4/9/2006
Elementis Specialties Inc	USA	ECLIPSE	78/149814	2917950	8/1/2002	1/11/2005	1/1/2015
Elementis Specialties Inc	USA	EPOCAP	72/000,249	648,038	1/6/1956	7/9/1957	7/9/2007
Elementis Specialties Inc	USA	EPOCURE	73/364,025	1,259,697	5/11/1982	12/6/1983	12/6/2013
Elementis Specialties Inc	CTM	EPOSET	000200568	200568	4/9/1996	1/13/1999	4/9/2006
Elementis Specialties Inc	Mexico	EPOSET		129012		12/30/1965	12/30/2010
Elementis Specialties Inc	USA	EPOSET	72/000,251	651,886	1/6/1956	9/24/1957	9/24/2007
Elementis Specialties Inc	USA	EPOWELD	72/144,720	0745626	5/16/1962	2/26/1963	2/26/2013
Elementis Specialties Inc	Canada	HARDMAN	1,009,134	TMA542,399	3/19/1999	3/14/2001	6/14/2016
Elementis Chemicals Inc. (known as Elementis Performance Polymers)	Mexico	HARDMAN		643037		2/24/2000	5/24/2009
Elementis Specialties Inc	USA	HARDMAN	75/594,363	2,365,877	11/24/1998	7/11/2000	7/11/2010
Elementis Specialties Inc	USA	HARDMAN (logo)	73/325,861	1,244,919	9/23/1981	7/12/1983	7/12/2013
Elementis Specialties Inc	CTM	ISOLENE	000200576	200576	4/9/1996	2/23/2000	4/9/2006
Elementis Specialties Inc	USA	ISOLENE	72/255,067	863,734	9/26/1966	1/21/1969	1/21/2009
Elementis Specialties Inc	CTM	KALAR	000200626	200626	4/9/1996	6/17/1999	6/9/2006
Elementis Specialties Inc	USA	KALAR	72/364,433	937,347	7/6/1970	7/11/1972	7/11/2012
Elementis Specialties Inc	USA	KALENE	72/364,432	936,381	7/6/1970	6/27/1972	6/27/2012
Elementis Specialties Inc	USA	KALEX	72/205,813	0797,928	11/9/1964	10/26/1965	10/26/2005
Elementis Specialties Inc	USA	MONOPOXY	72/334,083	912,001	7/31/1969	6/8/1971	6/8/2011
Elementis Specialties Inc	USA	ROLOX	71/671,505	608,934	8/11/1954	7/19/1955	7/19/2005
Elementis Specialties Inc	USA	TUFF STUFF	73/360,092	1,262,094	4/16/1982	12/27/1983	12/27/2013