

# 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
OMG Acquisition Holdings II, Inc.		09/30/2002	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	FedChem L.L.C.
Street Address:	4620 Richmond Road
Internal Address:	c/o Federal Process Corporation
City:	Cleveland
State/Country:	OHIO
Postal Code:	44128
Entity Type:	Limited Liability Company: OHIO

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	716318	KOLATE
Registration Number:	1599070	MANALOX
Serial Number:	75884495	MANCHEM

## CORRESPONDENCE DATA

Fax Number: (216)241-0816

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

Phone: 216-622-8485

Email: ddobrea@calfree.com

Correspondent Name: Diane H. Dobrea

Address Line 1: 800 Superior Avenue

Address Line 2: Suite 1400

Address Line 4: Cleveland, OHIO 44114-2688

NAME OF SUBMITTER:	Diane H. Dobrea
Signature:	/diane h. dobrea/

900027212

TRADEMARK

REEL: 003110 FRAME: 0282

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Date:

06/24/2005

Total Attachments: 10

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## GENERAL BILL OF SALE AND ASSIGNMENT

OMG Acquisition Holdings II, Inc., a Delaware corporation ("Seller"), pursuant to, and in accordance with, that certain Asset Purchase Agreement (the "Purchase Agreement"), dated of even date herewith, among Seller, OM Group, Inc., a Delaware Corporation, and FedChem L.L.C., an Ohio limited liability company ("Buyer"), and for the consideration therein stated, the adequacy and receipt of which are hereby acknowledged, does hereby sell, transfer and assign to Buyer the Assets. Capitalized terms not otherwise defined herein are used herein in accordance with the definitions set forth in the Purchase Agreement.

TO HAVE AND TO HOLD the Assets unto Buyer to and for its use and benefit forever, with full power and authority to Buyer with respect to the Assets to demand, receive, and to sue for, either in the name of Buyer or in the name of Seller, or otherwise to obtain possession of the Assets and enforce the rights transferred hereunder, hereby ratifying and confirming all that Buyer may do by virtue hereof.

Seller hereby further covenants that it will, at any time and from time to time at the request of Buyer execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and documents as Buyer may reasonably request to vest in Buyer full right, title and interest in or to any of the Assets, or to enable Buyer to realize upon or otherwise to enjoy any such property, assets or rights or to carry into effect the intent or purpose hereof or for the aiding and assisting in the collection, defending title to or reducing to possession any of the Assets for Buyer.

Seller hereby authorizes Buyer in the name of Seller and as its attorney or in its own name, to do any and all things necessary or advisable to reduce the Assets to Buyer's exclusive, unrestricted ownership and possession. Seller acknowledges that this authorization is irrevocable and coupled with an interest.

In the event of a conflict between the terms and provisions of this Bill of Sale and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

IN WITNESS WHEREOF, the Seller has executed this instrument by its duly authorized officer this 30th day of September, 2002.

OMG ACQUISITION HOLDINGS II, INC.

By:

Name: MICHAEL J. SCOTT  
Its: PRESIDENT

("Seller")

ASSET PURCHASE AGREEMENT

among

FEDCHEM, L.L.C.,

OMG ACQUISITION HOLDINGS II, INC.

and

OM GROUP, INC.

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3.1.16. Intellectual Property. Schedule 3.1.16 lists all copyrights, patents, trademarks, tradenames and service marks and all applications therefor that are owned by Seller or used in connection with the operation of the Business and has made the foregoing available for review by Buyer (the "Intellectual Property Assets"), and all material licenses and other agreements allowing Seller to use the rights of third parties in the United States or foreign countries. Except as disclosed on Schedule 3.1.16, Seller has good title to, or valid rights to use, all such Intellectual Property Assets, free and clear of any Encumbrances and without payment to a third party. No governmental registration of any of the Intellectual Property Assets currently used in the Business has lapsed, expired or been abandoned, has been or is now involved in any interference or opposition proceeding, or cancelled. OMG and Seller have taken all reasonable precautions to protect the secrecy, confidentiality, and value of the trade secrets, secret processes or other know how of Seller and the Business. There are no claims pending, or to the Knowledge of Seller, threatened claims challenging the validity or enforceability of any of the Intellectual Property Assets. Seller has received no written notice of any claims or allegations that any of the products manufactured and sold, nor any process used, nor any of the Intellectual Property Assets infringes or is alleged to infringe the rights of any third party. Seller has not

granted or agreed to grant any rights under the Intellectual Property Assets to any other Person. Seller is under no obligation with any third party prohibiting the disclosure of the Intellectual Property Assets. Except as disclosed on Schedule 3.1.16, with respect to all patents, all are currently in material compliance with formal legal requirements (including payment of filing, examination, and maintenance fees and proofs of working or use), are valid and enforceable, and are not subject to any maintenance fees or Taxes falling due within thirty (30) days after the Closing Date. Except as disclosed on Schedule 3.1.16, with respect to all registered trademarks, trade names and service marks, all are currently in material compliance with all formal Legal Requirements and have been in continuous use, and are not subject to any maintenance fees or Taxes falling due within thirty (30) days after the Closing Date.

3.1.17. (i)

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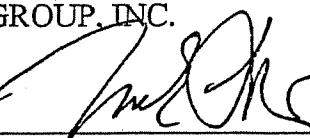
IN WITNESS WHEREOF, the parties to this Agreement have made and executed this Agreement by its duly authorized representatives as of the day and year first above written.

OM ACQUISITION HOLDINGS II, INC.

By:   
Name: MICHAEL J. SCOTT  
Title: PRESIDENT

("Seller")

OM GROUP, INC.

By:   
Name: MARK LABOVITZ  
Its: V.P. STRATEGIC PLANNING

("OM")

FEDCHEM, L.L.C.

By:   
Name: Jon H. Outcalt, Jr.  
Its: Chief Executive Officer and President

("Buyer")

## SCHEDULE 3.1.16

### Intellectual Property

#### TRADEMARKS

##### Kolate

COUNTRY	REGISTRATION #	NEXT DUE DATE
Bulgaria	37721	September 14, 2009
Canada	349880	January 13, 2004
USA	716318	June 6, 2001
Mexico	348773	May 28, 2002
Norway	204117	August 17, 2010
Czech Republic	231269	December 30, 2009
Slovakia	195502	
Switzerland	470201	September 7, 2009
European Community		Pending – filed September 9, 1999

##### Manalox

South Africa	63/0217/1	January 18, 2007
Germany	1145918	August 20, 2007
Canada	348840	December 2, 2003
USA	1599070	June 5, 2009
Finland	41450	September 12, 2003
Finland	44034	February 6, 2005
France	1580655	March 15, 2010
Norway	62642	October 3, 2003

##### Manchem

USA	None	Pending – filed December 30, 1999
UK	1031042	June 15, 2005

#### PATENTS

- 1) U.S. No. 4,525,307 - Modified Aluminum Trialkoxide compounds.
- 2) U.S. No. 4,557,842 - Aluminum Soap Greases.
- 3) U.S. No. 4,764,632 – Multifunctional Amino Zirconium Aluminum Metallo-Organic Complexes Useful As Adhesion Promoters.
  - Outstanding foreign filing to be assigned from Rhodia to Seller:  
No. 1,297,117 in Canada.

4) U.S. No. 5,409,527 - Water-Based Water Repellents.

- Next maintenance payment due 10/25/02;
- The U.S. patent has not been assigned to Seller from Rhodia;
- Outstanding foreign filings to be assigned from Rhodia to Seller:

Patent No.	Country
W091/0435	Procedure PCT
0491773	Proc. Européenne

5) U.S. No. 4,539,048 - Aluminum Zirconium Metallo-Organic Complexes Useful As Coupling Agents.

- Outstanding foreign filings to be assigned from Rhodia to Seller:

Patent No.	Country
0135566	Proc. Européenne
1,301,182	Canada
W084/03 093	South Korea
203239	Japan
581843	Australia
207068	New Zealand

6) U.S. No. 4,539,049 - Aluminum Zirconium Metallo-Organic Complexes Useful As Coupling Agents And Hydrophobic Agents.

- Foreign filings:

Patent No.	Countries
0135566	UK, France, Belgium, Luxembourg, Netherlands, Sweden, Switzerland, Germany, Austria
83318A/84	Italy
P3481618.6	Germany
E50,998	Austria

None of the above patent assignments have been filed in the applicable patent office in any jurisdiction.