

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		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-622-8485		
Email:	ddobrea@calfee.com		
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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/		

CH \$90.00 716318

Date:

06/24/2005

Total Attachments: 10

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ASSET PURCHASE AGREEMENT

among

FEDCHEM, L.L.C.,

OMG ACQUISITION HOLDINGS II, INC.

and

OM GROUP, INC.

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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. (C) [REDACTED]

and complete list of Seller has delivered to D [REDACTED]

delivered [REDACTED]
five [REDACTED]

per [REDACTED]

to [REDACTED]
but [REDACTED]

based [REDACTED]

re [REDACTED]


with [REDACTED]

wr [REDACTED]

exc [REDACTED]
in [REDACTED]


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

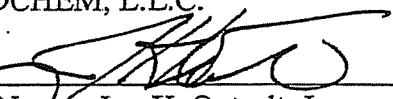
("Seller")

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.