

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

MRS

2/8/00

10-20-2005



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
12/09/94

Name Hercules, Incorporated

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Matheson Gas Products, Inc.

DBA/AKATA _____

Composed of _____

Address (line 1) 959 Route 46 East

Address (line 2) _____

Address (line 3) Parsippany New Jersey 07054
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1618B
Expires 08/30/99
OMB 0651-0027

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Paul W. Garrity, Esq.

Address (line 1) Kelley Drye & Warren LLP

Address (line 2) 101 Park Avenue

Address (line 3) New York, New York 10178

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (212) 808-7800

Name Paul W. Garrity, Esq.

Address (line 1) Kelley Drye & Warren LLP

Address (line 2) 101 Park Avenue

Address (line 3) New York, New York 10178

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 4

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1,366,160

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment: Enclosed Deposit Account

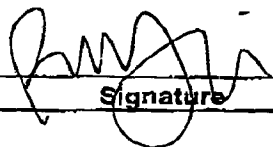
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Paul W. Garrity
Name of Person Signing


Signature

2/8/2000
Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into this ninth day of December, 1994 (the "Effective Date"), by and between Hercules Incorporated, a Delaware corporation (herein "Assignor"), and Matheson Gas Products, Inc., a Delaware corporation (herein "Assignee").

WHEREAS, pursuant to a certain Asset Purchase and Sale Agreement between Assignor and Assignee dated December 9, 1994 (the "Purchase Agreement"), Assignor agreed to assign to Assignee the entire right, title, and interest in and to the trademarks, trademark registrations, and applications for registration identified and set forth on Schedule "A", attached hereto, (the "Marks"), together with the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, and set over to Assignee the entire right, title, and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks, or, in the case of countries other than the United States, the analogous individual or agency responsible for trademarks, to record Assignee as the assignee and owner thereof.

Assignor shall provide to Assignee, its successors, assigns, or other legal representatives, cooperation and assistance at Assignee's request (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required): (1) in the prosecution or defense of any interference, opposition, infringement, or other proceedings that may arise in connection with any of the Marks; (2) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (3) in the implementation or perfection of this Assignment. Such cooperation and assistance which is to be provided by Assignor shall be without any remuneration to Assignor for up to a total of eight (8) hours cooperation and assistance. If additional cooperation and assistance shall be required, appropriate remuneration to Assignor shall be at reasonable rates to be agreed upon by Assignor and Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused the same to be duly delivered on their behalf as of the day and year first written above.

HERCULES INCORPORATED

MATHESON GAS PRODUCTS, INC.

By: R. Keith Elliott
 Name Printed: R. KEITH ELLIOTT
 Title: SE. V.P. & CEO
 Date: _____

By: Donald G. Rambow
 Name Printed: DONALD G. RAMBOW
 Title: President
 Date: 12/19/94

Witness:

Witness:

By: Allen A. Spizzo
 Name Printed: ALLEN A. SPIZZO

By: Richard R. Lury
 Name Printed: RICHARD R. LURY

STATE OF DELAWARE)
) ss.
COUNTY OF NEW CASTLE)

On this 6th day of December, 1994, there appeared before me, R. Keit Elliott, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf of and with full authority of Hercules Incorporated.

Carolyn S. Hoard
Notary Public

CAROLYN S. HOARD
MY COMMISSION EXPIRES 9/8/98

STATE OF DELAWARE)
) ss.
COUNTY OF NEW CASTLE)

On this 9th day of December, 1994, there appeared before me, Donald Ramlow, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf of and with full authority of Matheson Gas Products, Inc.

Karin J. Mandel
Notary Public

KARIN JANE MANDEL
NOTARY PUBLIC
STATE OF DELAWARE
MY COMMISSION EXPIRES FEB. 8, 1995

EXHIBIT D, SCHEDULE A: TRADEMARK ASSIGNMENT
NANOICHEM

Country	Class(es)	Application/Registration	Status
AUSTRIA	Cis: 01,11	Reg: 126,970 Sep 11, 1989	REGISTERED
DENMARK	Cis: 01,11	Reg: 00,335 1991 Jan 18, 1991	REGISTERED
HONG KONG	Cis: 11	Reg: 05117/92 Mar 3, 1988	REGISTERED
HONG KONG	Cis: 01	Reg: 05116/92 Mar 3, 1988	REGISTERED
IRELAND	11	App: 93/3785 Aug 18, 1993	APP.PENDING
IRELAND	1	App: 93/3784 Aug 18, 1993	APP.PENDING
NORWAY	Cis: 1 and 11	App: 933983 Aug 13, 1993	APP.PENDING
SWEDEN	Cis: 01,11	Reg: 210,501 Sep 7, 1990	REGISTERED
UNITED KINGDOM	Cis: 01	Reg: 1,334,356 May 2, 1988	REGISTERED
UNITED KINGDOM	Cis: 11	Reg: 1,334,357 Feb 5, 1988	REGISTERED
UNITED STATES	Cis: 11	Reg: 1,412,226 Oct 7, 1986	REGISTERED
UNITED STATES	Cis: 01	Reg: 466,160 Oct 22, 1985	REGISTERED
UNITED STATES	Cis: 01	Reg: 1,548,794 Jul 25, 1989	REGISTERED
BENELUX	Cis: 01	Reg: 445,072 2/3/88	REGISTERED
CANADA		Reg: 358,347 7/14/89	REGISTERED
CHINA (TAIWAN)	Cis: 01	Reg: 420,833 11/16/88	REGISTERED
CHINA (TAIWAN)	Cis: 11	Reg: 473,392 1/16/90	REGISTERED
FINLAND	Cis: 01,11	Reg: 108,594 8/20/90	REGISTERED
FRANCE	Cis: 01,11	Reg: 1,527,894 2/11/88	REGISTERED
ITALY	Cis: 01,11	Reg: 520,709 3/16/88	REGISTERED
JAPAN	Cis: 34	Reg: 2,436,719 11/21/89	REGISTERED
JAPAN	Cis: 01	Reg: 2,420,933 6/30/92	REGISTERED
KOREA (SOUTH)	Cis: 38	Reg: 170,734 5/26/89	REGISTERED
KOREA (SOUTH)	Cis: 24	Reg: 172,760 8/20/89	REGISTERED
SPAIN	Cis: 01	Reg: 1,233,641 9/5/90	REGISTERED
SPAIN	Cis: 11	Reg: 1,233,642 9/4/89	REGISTERED
SWITZERLAND	Cis: 01,11	Reg: 356,263 9/22/80	REGISTERED
GERMANY	Cis: 01,11	Reg: 1,133,565 2/4/88	REGISTERED
	Cis: 00	Reg: 2,408,619 Jan 20, 1993	REGISTERED