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Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DSM Copolymer, Inc.		10/31/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lion Copolymer, LLC
Street Address:	535 Madison Ave., 4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	679060	CARBOMIX
Registration Number:	699614	СОРО

CORRESPONDENCE DATA

Fax Number: (713)615-5243

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

Phone: 713-758-4730

Email: iptldocket@velaw.com

Correspondent Name: Cindy Y. Lee

Address Line 1: 1001 Fannin St., Suite 2300

Address Line 2: First City Tower

Address Line 4: Houston, TEXAS 77002-6760

ATTORNEY DOCKET NUMBER:	LIO100/58000
NAME OF SUBMITTER:	Jessica Greeney, Paralegal
Signature:	/Jessica Greeney/
	TRADEMARK

TRADEMARK REEL: 003191 FRAME: 0264

900035696

Date:	11/09/2005
Total Attachments: 4 source=Trademark Assignment Lion#page1 source=Trademark Assignment Lion#page2 source=Trademark Assignment Lion#page3 source=Trademark Assignment Lion#page4	tif tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of the 31st day of October, 2005 between DSM Copolymer, Inc., a Delaware corporation ("Seller") and Lion Copolymer, LLC, a Delaware limited liability company ("Purchaser").

RECITALS

- A. Seller and Purchaser are parties to that certain Asset Purchase Agreement dated September 27, 2005 (the "<u>Agreement</u>") covering, among other things, Purchaser's purchase of certain assets, including certain trademarks and attendant trademark registrations and applications, and the goodwill associated therewith.
- B. Seller is the owner of all right, title and interest in and to the trademarks and attendant trademark registrations and applications (collectively the "Marks") identified in the schedule attached to this Assignment as <u>Schedule A</u>.
- C. Seller and Purchaser wish to confirm and ratify the Agreement as it relates to the assignment of the Marks by entering into this Assignment.
 - D. Purchaser is desirous of acquiring the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- Seller hereby conveys and assigns unto Purchaser all of its right, title and interest 1. throughout the world in and to said Marks, together with the goodwill of the business symbolized by said Marks, any future registrations of said Marks, and all common law rights associated with said Marks, and any and all causes of action and other rights assertable under said Marks, the right to sue third parties for infringements of or improper activities regarding said Marks, in each case, arising or occurring after the Closing Time, and the right to enjoy all of the benefits obtained as a result of any such litigation, the same to be held and enjoyed by Purchaser, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made. With respect to those Marks that are the subject of pending intent-to-use applications, the Agreement referenced above is in the nature of an asset purchase agreement and Purchaser will operate the business to which the Marks pertain, thereby making the assignment of the Marks prior to the filing of declarations of use permissible under 15 U.S.C. §1060.
- 2. This Assignment is entered into pursuant to the Agreement and is subject to the terms and conditions thereof, including without limitation, the disclaimers and limitations of liability set forth therein.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the day, month and year first above written.

WITNESSES:

Printed Name: Linda Pacallark

Printed Name: Coyd Fraban

Seller: DSM COPOLYMER, INC.

Christiaan C. Slavenburg

Authorized Person

Pieter de Haan, Authorized Person

Purchaser:

LION COPOLYMER, LLC

By: Lion Chemical II, Inc.

Its Non-Member Manager

Printed Name: Peter De Leeuw

Title: Chairman of the Board

EXHIBIT A TO TRADEMARK ASSIGNMENT

Trademarks

See attached.

Mark File N°: M0563

Trademark name: CARBOMIX

					DSM Copolymer, Inc. (Baton Rouge)	Legal owner
	Recorded	Pending			Recorded	Owner status
M0563US/01/	M0563NO/01/	M0563IT/01/	M0563DE/01/	M0563CA/01/	M0563BX/01/	File Reference
UNITED STATES OF AMERICA	NORWAY	ITALY	GERMANY	CANADA	BENELUX	Country
52559	77466		C12024	272458	006181	Filing number
29/MAY/1958	29/SEP/1962	30/JAN/1962	30/JAN/1962	13/NOV/1962	14/JUN/1971	Filing date
679060	61734	413005	775954	131305	042973	First registration First registration Next renewal number date
26/MAY/1959	24/MAY/1963	02/MAR/1966	29/JUL/1963	07/JUN/1963	06/NOV/1972	First registration date
26/MAY/1959 26/MAY/2009 17	24/MAY/1963 24/MAY/2013 01,17	02/MAR/1966 30/JAN/2012 17	29/JUL/1963 30/JAN/2012 17	07/JUN/2008	14/JUN/2012 01,17	Next renewal
17	01,17	17	17		01,17	Classes (Short list)

Trademark name: COPO	?
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Legal owner	Owner status	File Reference	Country	Filing number	Filing date	First registration First registration Next renewal date	First registration date	Next renewal	Classes (Short list)
DSM Copolymer, Inc. (Baton Rouge)	Recorded	M0564BX/01/	BENELUX	006180	179/NUL/141	042972	06/NOV/1972	06/NOV/1972 14/JUN/2012 17	17
		M0564CA/01/	CANADA	272457	13/NOV/1962	131304	800Z/NUL/70 8961/NUL/70	8002/NUL/70	
		M0564DE/01/	GERMANY	C12023	30/JAN/1962	788521	19/MAY/1964	19/MAY/1964 30/JAN/2012 17	17
	Pending	M0564IT/01/	ITALY	61/37	30/JAN/1962	413004	02/MAR/1966	02/MAR/1966 30/JAN/2012 17	17
	Recorded	M0564US/01/	UNITED STATES OF AMERICA	83354	16/OCT/1959	699614	21/JUN/1960	21/JUN/1960 21/JUN/2010 01	01

25-OKT-2005