

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
Astaris LLC		11/04/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ICL Performance Products LP		
Street Address:	622 Emerson Road		
Internal Address:	Suite 500		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63141-1160		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Serial Number:	78628703	AQUAGEL	
Serial Number:	78222372	PEARLFOS	
Serial Number:	78140406	PHOS-CHEK ANCHOR POINT	
Serial Number:	78614608	PURETCH	
Serial Number:	75769355	ASTARIS	
Serial Number:	75769357	ASTARIS	
Serial Number:	75769358	ASTARIS	
Serial Number:	75769356	ASTARIS	
Serial Number:	76431601	ASTARIS FOOD PHOSPHATES	
Serial Number:	76163495	CALSTAR	
Serial Number:	73595420	CLAYPHOS	
Serial Number:	73802019	EMULSI-PHOS	
Serial Number:	72226048	GLASS H	

CH \$1090.00 78628703

Serial Number:	71002354	H. T.
Serial Number:	71661628	HEXAPHOS
Serial Number:	73585271	HYSORB
Serial Number:	75447271	KATCH
Serial Number:	75447588	KATCH
Serial Number:	75047960	LEVERAGE
Serial Number:	76384337	LEVN-LITE
Serial Number:	72351817	LEVN-LITE
Serial Number:	72173376	LUSTRE-PHOS
Serial Number:	75270998	MAG-NIFICENT
Serial Number:	75866638	
Serial Number:	75866639	
Serial Number:	75866641	
Serial Number:	75866642	
Serial Number:	72103947	NFB
Serial Number:	72059047	NUTRIFOS
Serial Number:	71497954	OILFOS
Serial Number:	72171366	PAN-O-LITE
Serial Number:	72252876	PHOS-CHEK
Serial Number:	75661439	POLYCLEAR
Serial Number:	71450401	PY-RAN
Serial Number:	75866637	QUALITY PRODUCTS. EXCEPTIONAL RESPONSE.
Serial Number:	75866643	QUALITY PRODUCTS. EXCEPTIONAL RESPONSE.
Serial Number:	75866644	QUALITY PRODUCTS. EXCEPTIONAL RESPONSE.
Serial Number:	75866645	QUALITY PRODUCTS. EXCEPTIONAL RESPONSE.
Serial Number:	75121445	SNOW FRESH
Serial Number:	74143452	SNOW FRESH
Serial Number:	72077201	SODAPHOS
Serial Number:	72167298	STABIL-9
Serial Number:	74369807	XP-4

CORRESPONDENCE DATA

Fax Number: (314)552-7000

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

Phone: 314-552-6000

Email: ipdocket@thompsoncoburn.com

TRADEMARK
REEL: 003280 FRAME: 0465

Correspondent Name: Kenneth Solomon
Address Line 1: One US Bank Plaza
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:

41482-59951

NAME OF SUBMITTER:

Kenneth Solomon

Signature:

/Kenneth Solomon/

Date:

03/31/2006

Total Attachments: 7

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS, dated as of November 4, 2005 (the "Effective Date"), is entered into by and between Astaris LLC, a Delaware limited liability company, having an address at Suite 500, 622 Emerson Road, St. Louis, Missouri 63141-1160 ("Assignor"), and ICL Performance Products LP, a Delaware limited partnership, located at Suite 500, 622 Emerson Road, St. Louis, Missouri 63141-1160 ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of September 1, 2005 (the "Asset Purchase Agreement"), by and among FMC Corporation, a Delaware corporation, Solutia Inc., a Delaware corporation, the Assignor, ICL Performance Products Holding Inc. and Israel Chemicals Ltd., an Israeli corporation, Assignor has agreed to sell, and Assignee has agreed to purchase, the Acquired Assets (as defined in the Asset Purchase Agreement), including all of Assignor's right, title and interest in and to the trademarks and service marks and registrations and applications for registration thereof identified and set forth on Schedule A (collectively, the "Trademarks") together with the goodwill of the Business symbolized by the Trademarks; and

WHEREAS, pursuant to the Assignment of Contracts, Intellectual Property, Permits and Warranties Agreement, dated as of November 4, 2005, Assignor did convey, transfer and assign to Assignee all of Assignor's right, title and interest in, to and under the Intellectual Property included within the Acquired Assets (as such capitalized terms are defined in the Asset Purchase Agreement).

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee all of the Assignor's right, title and interest in and to (a) the Trademarks, together with the registrations and applications for registration of the Trademarks shown in Schedule A, (b) any other registrations and applications for registration of the Trademarks, (c) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, (d) rights of action arising from the Trademarks, all claims for damages by reason of past, present and future infringement of the Trademarks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made, and (e) the goodwill of the Business symbolized by the Trademarks.

2. Assignor hereby requests that the Commissioner of Patents and Trademarks record Assignee as the assignee and owner of the Trademarks.

3. Notwithstanding anything to the contrary contained herein, it is expressly understood that the Assignor is not selling, assigning, transferring and conveying to the Assignee any Excluded Assets.

4. This Assignment of Trademarks shall inure to the benefit of the parties hereto and their respective successors and permitted assigns (as provided in Section 10.4 of the Asset Purchase Agreement).

5. Any provision of this Assignment of Trademarks which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Assignment of Trademarks invalid, illegal or unenforceable in any other jurisdiction.

6. This Assignment of Trademarks may be executed by the parties hereto in one or more counterparts, each of which when so executed and delivered shall constitute an original and shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment of Trademarks by facsimile shall be as effective as delivery of a manually executed counterpart of this Assignment of Trademarks.

7. This Assignment of Trademarks shall be construed under and governed by the laws of the State of New York applicable to contracts made and to be performed therein.

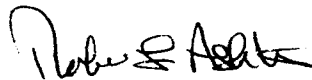
8. The provisions of this Assignment of Trademarks are subject to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment of Trademarks shall in any way expand, limit or otherwise alter any rights or remedies pursuant to or under the Asset Purchase Agreement, which shall be the exclusive source of rights and remedies hereunder. Unless otherwise defined herein, all capitalized terms used herein shall have the meaning defined in the Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment of Trademarks and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail.

9. Assignee is a successor to the ongoing and existing Business of Assignor to which the Trademarks pertain for purpose of 15 U.S.C. §1060.

[SIGNATURE PAGE FOLLOWS]

IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Assignment of Trademarks to be signed and executed by the undersigned officers thereunto duly authorized, in each case as of the day and year first above written.

ASTARIS LLC

By 
Name: Robert J. Ashton
Title: VP Legal & HR Services

ICL PERFORMANCE PRODUCTS LP

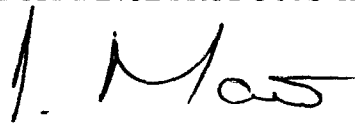
By _____
Name: Alexander Maurer
Title: _____

IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Assignment of Trademarks to be signed and executed by the undersigned officers thereunto duly authorized, in each case as of the day and year first above written.

ASTARIS LLC

By _____
Name:
Title:

ICL PERFORMANCE PRODUCTS LP

By  _____
Name: Alexander Maurer
Title: Vice President

SCHEDULE A

<u>Trademark</u>	<u>Registration No.</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
AQUAGEL		78/628703	12-May-2005	
PEARLFOS		78/222372	06-Mar-2003	
PHOS-CHEK ANCHOR POINT		78/140406	01-Jul-2002	
POLYSORB	2270990	75/241410	13-Feb-1999	17-Aug-1999
PURETCH		78/614,608	22-Apr-2005	
ASTARIS	2598511	75/769355	06-Aug-1999	23-Jul-2002
ASTARIS	2618561	75/769357	06-Aug-1999	10-Sep-2002
ASTARIS	2659942	75/769358	06-Aug-1999	10-Dec-2002
ASTARIS	2635955	75/769356	08-Aug-1999	15-Oct-2002
ASTARIS FOOD PHOSPHATES	2774913	76/431601	17-Jul-2002	21-Oct-2003
CALSTAR	2506445	76/163495	10-Nov-2000	13-Nov-2001
CLAYPHOS	1443733	73/595420	21-Apr-1986	23-Jun-1987
EMULSI-PHOS	1582110	73/802019	22-May-1989	13-Feb-1990
GLASS-H	812366	72/226048	19-Aug-1965	09-Aug-1966
H. T. and Design	46851	71/002354	20-Apr-1905	10-Oct-1905
HEXAPHOS	608530	71/661628	25-Feb-1954	12-Jul-1955
HYSORB	1441666	73/585271	28-Feb-1986	09-Jun-1987
KATCH	2247601	75/447271	10-Mar-1998	25-May-1999
KATCH and Design	2242762	75/447588	10-Mar-1998	04-May-1999
LEVERAGE and Design	2064120	75/047960	17-Jan-1996	20-May-1997

LEVN-LITE	2686083	76/384337	12-Mar-2002	11-Feb-2003
LEVN-LITE	934272	72/351817	19-Feb-1970	16-May-1972
LUSTRE-PHOS	770082	72/173376	19-Jul-1963	19-May-1964
MAG-NIFICENT	2146393	75/270998	08-Apr-1997	24-Mar-1998
MCM ADDITIVE	2291428	75/346369	25-Aug-1997	09-Nov-1999
Miscellaneous Design	2607932	75/866638	08-Dec-1999	13-Aug-2002
Miscellaneous Design	2607933	75/866639	08-Dec-1999	13-Aug-2002
Miscellaneous Design	2576554	75/866641	08-Dec-1999	04-Jun-2002
Miscellaneous Design	2654727	75/866642	08-Dec-1999	26-Nov-2002
MONOSORB	806222	72/216405	13-Apr-1965	29-Mar-1966
NFB	728737	72/103947	06-Sep-1960	20-Mar-1962
NUTRIFOS	680125	72/059047	17-Sep-1958	09-Jun-1959
OILFOS	503712	71/497954	12-Jul-1947	09-Nov-1948
PAN-O-LITE	775916	72/171366	19-Jun-1963	25-Aug-1964
PHOS-CHEK	837738	72/252876	22-Aug-1966	31-Oct-1967
POLYCLEAR	2448253	75/661439	16-Mar-1999	01-May-2001
PY-RAN	395321	71/450401	22-Jan-1942	19-May-1942
QUALITY PRODUCTS. EXCEPTIONAL RESPONSE.	2660021	75/866637	08-Dec-1999	10-Dec-2002

QUALITY PRODUCTS. EXCEPTIONAL RESPONSE.	2713857	75/866643	08-Dec-1999	06-May-2003
QUALITY PRODUCTS. EXCEPTIONAL RESPONSE.	2652303	75/866644	08-Dec-1999	19-Nov-2002
QUALITY PRODUCTS. EXCEPTIONAL RESPONSE.	2652304	75/866645	08-Dec-1999	19-Nov-2002
SNOW FRESH	2055421	75/121445	14-Jun-1996	22-Apr-1997
SNOW FRESH and Design	1685890	74/143452	01-Mar-1991	12-May-1992
SODAPHOS	694095	72/077201	07-Jul-1959	08-Mar-1960
STABIL-9	767942	72/167298	22-Apr-1963	07-Apr-1964
XP-4	1804093	74/369807	18-Mar-1993	16-Nov-1993