TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	07/01/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Dow Chemical Company		07/01/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Stockhausen GmbH	
Street Address:	Bakerpfad 25	
City:	D-47805 Krefeld	
State/Country:	GERMANY	
Entity Type:	LIMITED LIABILITY COMPANY: GERMANY	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1395442	DRYTECH
Registration Number:	1533809	

CORRESPONDENCE DATA

Fax Number: (336)378-5400

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

Phone: 336 378 5200

Email: wanda.armstrong@smithmoorelaw.com

Correspondent Name: Philip P. McCann Address Line 1: P.O. Box 21927

Address Line 4: GREENSBORO, NORTH CAROLINA 27420

ATTORNEY DOCKET NUMBER: 32165.80

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

900055649

TRADEMARK REEL: 003369 FRAME: 0252 159544

LH CAROL

Address Line 2: Address Line 3: Address Line 4:			
NAME OF SUBMITTER:	Wanda Armstrong		
Signature:	/wanda armstrong/		
Date:	08/15/2006		
Total Attachments: 5 source=DRYTECH Trademark Assignment#page1.tif source=DRYTECH Trademark Assignment#page2.tif source=DRYTECH Trademark Assignment#page3.tif source=DRYTECH Trademark Assignment#page4.tif source=DRYTECH Trademark Assignment#page5.tif			

TRADEMARK ASSIGNMENT TO STOCKHAUSEN GmbH

This TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is made as of the 1st day of July, 2006, by and between The Dow Chemical Company, a Delaware corporation ("<u>Assignor</u>"), and Stockhausen GmbH, a German limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor and Degussa AG, a German stock corporation with registered offices in Düsseldorf and registered with the Commercial Register of the Local Court in Düsseldorf under No. HRB 39635 ("Degussa"), have entered into an Asset Purchase Agreement, dated as of February 9, 2006 (as amended through the date hereof, the "Asset Purchase Agreement"; capitalized terms used herein but not otherwise defined herein having the meanings given to such terms in the Asset Purchase Agreement), pursuant to which Assignor agreed to sell to Degussa, and Degussa agreed to purchase from Assignor, all of Assignor's right, title and interest in and to the Assigned Intellectual Property.

WHEREAS, pursuant to Section 11.01 of the Asset Purchase Agreement,

Degussa assigned its right to purchase the Intellectual Property set forth on Schedule I attached hereto (the "Assigned Trademarks") to Assignee, and Assignee has accepted an assignment from Degussa of Degussa's right to purchase the Assigned Trademarks;

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, the parties agree as follows:

1. In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns, sells, conveys and transfers to Assignee all of Assignor's right, title, and interest in and to the Assigned Trademarks, any and all applications and registrations and renewals thereof, and the goodwill of the business associated with the Assigned Trademarks, together with all claims, demands and causes of action for past infringement of the Assigned Trademarks and for unfair competition in business in connection therewith, whosesoever or by whomsoever committed.

1333068 05104312

- 2. **TO BE HELD AND ENJOYED** by Assignee, its successors and assigns, to the ends of the respective full terms for which said Assigned Trademarks have been or may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and Assignment not been made.
- 3. Assignee shall be responsible for all costs and actions for transfer of trademarks and registration of trademark assignments. Assignor agrees that it will, upon request of the Assignee, execute and deliver those papers prepared and provided by Assignee that are reasonably necessary to confirm the assignment made herein.
- 4. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each of the parties hereto and delivered to the other parties hereto.
- 5. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof.
- 6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

1333068 05104312

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their officers thereunto duly authorized this 15th day of July 2006.

THE DOW CHEMICAL COMPANY

Name: VIrike Hertz Title: Attorney-in-Fact

STOCKHAUSEN GMBH

By: Wall John

Name: Hanke Görmar

Title: Attorney-in-Fact

Schedule I
Assigned Trademarks

Country	Trademark Status	Trademark:	Application	Redistration	Country Name
			#.		
ARG	REGISTRATION	DRYTECH	1484023	1229572	Argentina
ARG	REGISTRATION	DRYTECH	1484024	1642669	Argentina
AUS	REGISTRATION	DRYTECH	477811	A477811	Australia
BRA	REGISTRATION	DRYTECH	811974049	811974049	Brazil
BRA	REGISTRATION	DRYTECH	811974030	811974030	Brazil
BRA	REGISTRATION	DRYTECH	812005392	812005392	Brazil
BRA	REGISTRATION	DRYTECH	812333330	812333330	Brazil
BEN	REGISTRATION	DRYTECH	670269	403492	Benelux
CAN	REGISTRATION	DRYTECH	566369	328164	Canada
SWI	REGISTRATION	DRYTECH	2814	346901	Switzerland
CHI	REGISTRATION	DRYTECH	137887	349884	Chile
CHN	REGISTRATION	DRYTECH	95089185	972068	China
	REGISTRATION	DRYTECH	033410	181530	Colombia
	REGISTRATION	DRYTECH	97113	95283	Costa Rica
CZR	REGISTRATION	DRYTECH	102239	199486	Czech Republic
GFR	REGISTRATION	DRYTECH	40370	1090372	Germany
DEN	REGISTRATION	DRYTECH	7008	2379/87	Denmark
DEN	REGISTRATION	DRYTECH	6418	4319/85	Denmark
EU	APPLICATION	DRYTECH	003770237		European Community
SPA	REGISTRATION	DRYTECH	1087215	1087215	Spain
SPA	REGISTRATION	DRYTECH	1129110	1129110	Spain
FIN	REGISTRATION	DRYTECH	4266	200602	Finland
FRA	REGISTRATION	DRYTECH	770483	1333462	France
FRA	REGISTRATION	DRYTECH	722057	1290424	France
UK	REGISTRATION	DRYTECH	1253269	A1253269	United Kingdom
GRE	REGISTRATION	DRYTECH	95871	95871	Greece
HOK	REGISTRATION	DRYTECH	4546/88	2343/90	Hong Kong
HUN	REGISTRATION	DRYTECH	02095	147306	Hungary
IDO	REGISTRATION	DRYTECH		360481	Indonesia
IRE	REGISTRATION	DRYTECH	4004	A117563	Ireland
IRE	REGISTRATION	DRYTECH	3477	A113253	Ireland
ISR	REGISTRATION	DRYTECH	74108	74108	Israel
ISR	REGISTRATION	DRYTECH	85057	85057	Israel
IND	REGISTRATION	DRYTECH	675138	675138	India
	REGISTRATION	DRYTECH	36196	461580	Italy
ITA	REGISTRATION	DRYTECH	36142	731299	Italy
JAP	REGISTRATION	DRYTECH	31430	2320853	Japan
JAP	REGISTRATION	DRYTECH	81402	2189256	Japan
SKO	REGISTRATION	DRYTECH	16027	184872	South Korea
SKO	REGISTRATION	DRYTECH	16028	175024	South Korea
NEZ	REGISTRATION	DRYTECH	176374	A176374	New Zealand
PER	REGISTRATION	DRYTECH	274290	021869	Peru
POL	REGISTRATION	DRYTECH	Z-149706	103131	Poland

1333068 05104312

Country	Trademark Status	Trademark:	Application #:	Registration #:	Country Name
SAU	REGISTRATION	DRYTECH	30439	30720	Saudi Arabia
SWE	REGISTRATION	DRYTECH	8454	203339	Sweden
USA	REGISTRATION	DRYTECH	556894	1395442	United States of America
VEN	REGISTRATION	DRYTECH	3667	128066	Venezuela
SAF	REGISTRATION	DRYTECH	85/8751	85/8751	South Africa
AUS	REGISTRATION	DRYTECH DESIGN	522953	A522953	Australia
BEN	REGISTRATION	DRYTECH DESIGN	735229	466902	Benelux
CAN	REGISTRATION	DRYTECH DESIGN	617560	370899	Canada
SWI	REGISTRATION	DRYTECH DESIGN	7383	376201	Switzerland
GFR	REGISTRATION	DRYTECH DESIGN	D47126	1157325	Germany
SPA	REGISTRATION	DRYTECH DESIGN	1527453	1527453	Spain
FRA	REGISTRATION	DRYTECH DESIGN	161294	1555508	France
UK	REGISTRATION	DRYTECH DESIGN	A1400040	A1400040	United Kingdom
GRE	REGISTRATION	DRYTECH DESIGN	95874	95874	Greece
ITA	REGISTRATION	DRYTECH DESIGN	42152C	575434	Italy
SWE	REGISTRATION	DRYTECH DESIGN	9661	224119	Sweden
USA	REGISTRATION	DRYTECH DESIGN	726791	1533809	United States of America
JAP	REGISTRATION	DRYTECH IN CH	31431	2320854	Japan
JAP	REGISTRATION	DRYTECH IN CH	81403	2223144	Japan

1333068 05104312

RECORDED: 08/15/2006