

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

JOHNSON POLYMER, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, JOHNSON DIVERSEY, INC, A DELAWARE CORPORATION

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: WISCONSIN LIMITED LIABILITY CO
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) JUNE 29, 2006

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BASF CORPORATION

Internal _____

Address: _____

Street Address: 100 CAMPUS DRIVE

City: FLORHAM PARK

State: NEW JERSEY

Country: UNITED STATES Zip: 07932

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship UNITED STATES
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE APPENDIX A AND THE SUPPLEMENT TO APPENDIX A

B. Trademark Registration No.(s)
PLEASE SEE APPENDIX A AND THE SUPPLEMENT TO APPENDIX A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: BASF CORPORATION

Internal Address: ANNE GERRY SABOURIN

Street Address: 1609 BIDDLE AVENUE
MAIN BUILDING

City: WYANDOTTE

State: MI Zip: 48192

Phone Number: 7343246197

Fax Number: 7343246823

Email Address: anne.sabourin@basf.com

6. Total number of applications and registrations involved:

09

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 360.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 233425
Authorized User Name Anne Gerry Sabourin

9. Signature:



09/21/2006

Date

ANNE GERRY SABOURIN

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$65.00 233425 2443167

SUPPLEMENT TO APPENDIX A**Assigned Registered/Pending Trademarks****Owned by Johnson Polymer LLC**

Trademark	Country	Registration/Pending No.
THERMADEP	Brazil	820925594
JONCRYL (& KATAKANA)	Japan	1375153
JONCURE (& KATAKANA)	Japan	2532813
SCX	Taiwan	738769

Owned by JohnsonDiversey, Inc.

Trademark	Country	Registration/Pending No.
VERSACRYL	Colombia	87751
VERSACRYL	Honduras	46819
VERSACRYL	Singapore	65915
VERSACRYL	Sweden	157724
VERSACRYL	United Kingdom	1052213
CLARIS	United States	2443157
CLARIS & DESIGN	United States	2530221

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made and entered into as of the 30th day of June, 2006 (the "Effective Date"), by and between JOHNSON POLYMER, LLC, a Wisconsin limited liability company, JOHNSON DIVERSEY, INC., a Delaware corporation (collectively "Assignor"), and BASF Corporation, a company organized under the laws of Delaware ("Assignee") (Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party").

RECITALS

A. Assignor is the owner of certain trademarks, trademark applications and common law trademarks set forth on Appendix A (the "Assigned Trademarks").

B. Pursuant to an Asset and Equity Interest Purchase Agreement dated as of May 1, 2006 by and among Johnson Polymer, LLC, a Wisconsin limited liability company, JohnsonDiversey Holdings II B.V., a company organized under the laws of the Netherlands, and Assignee (the "Purchase Agreement"), Assignee is concurrently herewith purchasing, among other things, (1) certain assets of Johnson Polymer, LLC which are used in the business of developing, manufacturing, and selling specialty polymers for use in the industrial print and packaging industry, industrial paint and coatings industry, and industrial plastics industry and (2) the equity interests in certain subsidiaries of Johnson Polymer, LLC and JohnsonDiversey Holdings II B.V.

C. In connection with the transactions contemplated by the Purchase Agreement, Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Assigned Trademarks to Assignee, and Assignee desires to accept such assignment.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein and in the Purchase Agreement, Assignor and Assignee mutually agree as follows:

1. Definitions of Assigned Trademarks. The term "Assigned Trademarks" shall mean those trademark registrations and unregistered marks listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Assigned Trademarks.

3. Further Assurances. Upon request by Assignee, Assignor shall take, or cause to be taken, all actions and do, or cause to be done, all things reasonably necessary, proper or appropriate to confirm Assignee's ownership of the Assigned Trademarks and to otherwise effectuate the transactions contemplated by this Assignment.

4. Relationship to the Purchase Agreement. The provisions of this Assignment are subject, in all respects, to the terms and conditions of the Purchase Agreement and all of the representations and warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this Assignment to the extent indicated in the Purchase Agreement.

5. General Provisions.

(a) Merger and Integration. This Assignment, along with the Purchase Agreement and the other agreements to be delivered pursuant to the terms of the Purchase Agreement, represent the entire understanding of the Parties with respect to the subject matter of this Assignment and supersede all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the Parties hereto.

(b) Severability. It is expressly agreed that if any term or provision of this Assignment is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

(c) No Waiver. The failure of any Party at any time to require performance of any provision of this Assignment shall not affect the right of any Party to require full performance thereafter; a waiver by any Party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

(d) Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of assignor and assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever.

(e) Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

(f) Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

(g) Recitals. The Parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

(h) Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, USA.

[Remainder of page intentionally left blank – signature page to follow]

IN WITNESS WHEREOF, this Assignment has been duly executed as of the date first written above.

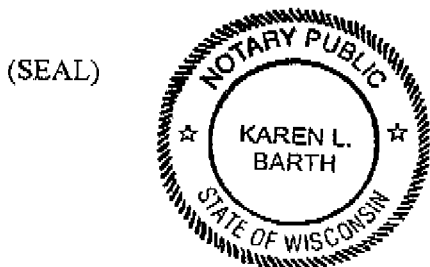
ASSIGNOR:

JOHNSON POLYMER, LLC

BY [Signature]
Print Name LARRY BERGER
Title VICE PRESIDENT

STATE OF WISCONSIN)
COUNTY OF Racine)

On this 29 day of June, 2006, there appeared before me Larry Berger personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Johnson Polymer, LLC



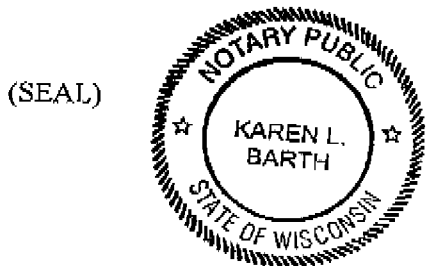
Karen L. Barth
Notary Public, State of Wisconsin
My commission expires: 1/28/07

JOHNSON DIVERSEY, INC.

BY [Signature]
Print Name David C. Quast
Title Vice President

STATE OF WISCONSIN)
COUNTY OF Racine)

On this 29 day of June, 2006, there appeared before me David Quast personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Johnson Diversey, Inc.



Karen L. Barth
Notary Public, State of Wisconsin
My commission expires: 1/28/07

[Signature Page to Trademark Assignment Continued]

ASSIGNEE:

BASF CORPORATION

BY Joseph Breunig
Print Name Joseph Breunig
Title Exec. VP

STATE OF New Jersey)
)
COUNTY OF Merri)

On this 28 day of June, 2006, there appeared before me Joseph Breunig personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of BASF Corporation.

(SEAL)

Mavis Henderson Gibbs
Notary Public, State of New Jersey
My commission expires: Oct 23, 2010

APPENDIX A

Assigned Registered/Pending Trademarks

TRADEMARK	COUNTRY	Registration/ Application No.
JONCRYL	Argentina	1623523
THERMADEP	Argentina	1816846
JONCRYL	Australia	A290426
JONCRYL	Austria	82480
JONCRYL	Austria	113268
JONCRYL	Benelux	335267
JONCRYL	Brazil	006297382
JONCRYL	Bulgaria	30723
JONCRYL	Canada	197209
THERMADEP	Canada	TMA466240
THERMADEP & Design	Canada	TMA466242
JONCRYL	Chile	522357
THERMADEP	Chile	529961
JONCRYL	China (Peoples Republic)	162257
JONCRYL (in Chinese)	China (Peoples Republic)	162258
JONCRYL	Colombia	166637
THERMADEP	Colombia	216411
JONCRYL	Costa Rica	66788
JONCRYL	Croatia	Z960987
JONCRYL	Czech Republic	209539
JONCRYL	Denmark	924/1977
JONCRYL	Denmark	3789/1987
JONCRYL	El Salvador	191/121
JONCRYL	Finland	76596
JONCRYL	Finland	99299
JONCRYL	France	1362567
JONCRYL	Germany	1098897
JONCRYL	Germany	946214
JONCRYL	Greece	55537
JONCRYL	Greece	81255
JONCRYL	Greece	51495
JONCRYL	Guatemala	51884/266/115
JONCRYL	Honduras	46576
JONCRYL	Hong Kong	391/1977
JONCRYL	Hungary	152938
JONCRYL	India	585769
JONCRYL	Indonesia	504903
JONCRYL	Ireland	117944
JONCRYL	Ireland	95531
JONCRYL	Israel	106744
JONCRYL	Italy	732000
JONCRYL	Italy	745911
CLARIS	Japan	4467268
CLARIS DESIGN	Japan	4557744

MW1300807_3

TRADEMARK
REEL: 003396 FRAME: 0137

JONCRYL (& KATAKANA)	Japan	4794426
JONCURE (& KATAKANA)	Japan	4771523
PDX	Japan	4688895
JONCRYL	Republic of Korea	72201
JONCRYL	Malaya	M/69938
JONCRYL	Mexico	315969
THERMADEP	Mexico	507447
THERMADEP & DESIGN	Mexico	510124
JONCRYL	New Zealand	113035
JONCRYL	Norway	98483
JONCRYL	Norway	129134
JONCRYL	Pakistan	118001
JONCRYL	Panama	085887
JONCRYL	Peru	48817
THERMADEP	Peru	15579
JONCRYL	Philippines	4-2004-00598
JONCRYL	Poland	113475
JONCRYL	Portugal	233094
JONCRYL	Portugal	191036
JONCRYL	Singapore	65914
JONCRYL	Slovenia	9671065
JONCRYL	South Africa	93/10580
JONCRYL	Sweden	158258
JONCRYL	Sweden	203419
JONCRYL	Switzerland	344370
JONCRYL	Taiwan	76184
JONCRYL	Thailand	KOR37813
JONCRYL	Turkey	175908
JONCRYL	United Kingdom	1052214
JONCRYL	United Kingdom	1251972
JONCRYL	United States	906978
JONOMA	United States	78/777028
POLYMER & DESIGN	United States	2724595
THERMADEP	United States	2031224
THERMADEP & DESIGN	United States	2034561
JONCRYL	Venezuela	82289-F
THERMADEP	Venezuela	5010124
CLARIS DESIGN	Argentina	1781742
CLARIS DESIGN	Argentina	1781743
VERSACRYL	Argentina	1627305
CLARIS & DESIGN	Australia	783200
CLARIS	Benelux	649604
CLARIS & DESIGN	Benelux	644176
CLARIS & DESIGN	Brazil	821360698
VERSACRYL	Chile	539509
CLARIS & DESIGN	China (Peoples Republic)	1419148
CLARIS & DESIGN	China (Peoples Republic)	1485883
CLARIS	Denmark	01194/1999
CLARIS & DESIGN	Denmark	01192/1999
VERSACRYL	El Salvador	204/119
CLARIS	Finland	215093
CLARIS & DESIGN	Finland	215482
VERSACRYL	Finland	76595

CLARIS	France	98757496
CLARIS & DESIGN	France	98762815
CLARIS	Germany	39860630
CLARIS & DESIGN	Germany	39870364
VERSACRYL	Guatemala	52174/55/116
VERSACRYL	Indonesia	438505
CLARIS	Ireland	212100
CLARIS & DESIGN	Ireland	211136
VERSACRYL	Ireland	95530
CLARIS	Italy	850688
CLARIS & DESIGN	Italy	853321
CLARIS	Republic of Korea	462804
CLARIS & DESIGN	Republic of Korea	462806
VERSACRYL	Malaya	M/69939
CLARIS	Malaysia	98012783
CLARIS	Malaysia	99000358
CLARIS & DESIGN	Malaysia	99000357
CLARIS	Mexico	601339
CLARIS	Mexico	600726
CLARIS DESIGN	Mexico	669738
CLARIS DESIGN	Mexico	606390
VERSACRYL	Mexico	414848
VERSACRYL	New Zealand	113034
CLARIS	Norway	196118
CLARIS & DESIGN	Norway	196926
VERSACRYL	Panama	086537
CLARIS	Singapore	T99/00087H
CLARIS	Singapore	T98/10728H
CLARIS DESIGN	Singapore	T99/00233A
CLARIS	Spain	2191895
CLARIS & DESIGN	Spain	2202376
CLARIS	Sweden	339744
CLARIS & DESIGN	Sweden	338399
CLARIS	Taiwan	864814
CLARIS	Taiwan	891976
CLARIS & DESIGN	Taiwan	884090
CLARIS & DESIGN	Taiwan	896716
CLARIS	United Kingdom	2179947
CLARIS & DESIGN	United Kingdom	2183882
VERSACRYL	Venezuela	83713-F

Assigned Common Law Trademarks

CERTIFIED POLYMER STANDARDS	United States	n/a
JONCRYL DFC 3000	United States	n/a