

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
StyroChem U.S., Ltd.		11/29/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	New StyroChem U.S., Ltd.		
<b>Street Address:</b>	2951 28th Street, Suite 1000		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90405		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2151092	STYROCHEM	
Registration Number:	2151093	STYROCHEM	
Registration Number:	2311631		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)230-7735		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2123186535		
<b>Email:</b>	traceybennett@paulhastings.com		
<b>Correspondent Name:</b>	Tracey D. Bennett		
<b>Address Line 1:</b>	75 East 55th Street		
<b>Address Line 2:</b>	Paul, Hastings, Janofsky & Walker		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Tracey D. Bennett		
<b>Signature:</b>	/s/Tracey D. Bennett		

OP \$90.00 2151092

Date:

12/05/2006

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY dated as of this <sup>th</sup> 29 day of November, 2006 ("IP Assignment"), is entered into by and among StyroChem U.S., Ltd., a Delaware corporation ("Assignor") and New StyroChem U.S., Ltd., a Delaware corporation ("Assignee"). Capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor owns and is using or intends to use certain of the (a) trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, Internet domain names and corporate names and general intangibles of like nature, together with the good will associated with any of the foregoing and including those which are the subject of registrations, applications for registration and renewals which are listed on Appendix 1 attached hereto and incorporated herein by reference (collectively, the "Trademarks"); (b) patents and applications therefor, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon, including those patents and patent applications which are listed on Appendix 1 attached hereto and incorporated herein by reference (the "Patents"); (c) copyrights and registrations and applications therefor and works of authorship, and mask work rights, including those which are the subject of registrations, applications for registration and renewals which are listed on Appendix 1 attached hereto and incorporated herein by reference (the "Copyrights"); and (d) trade secrets and other confidential non-patented information (the "Confidential Information").

WHEREAS, Purchaser has agreed to purchase, acquire and accept from Assignor, and Assignor desires to sell, transfer, convey and deliver at Purchaser's direction, to the broadest extent permitted by Law, all of Assignor's right, title and interest in and to the Trademarks, Patents, Copyrights and Confidential Information (collectively, the "Intellectual Property"), to Assignee pursuant to the Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of August 21, 2006, as may be amended and/or restated from time to time, by and among Radnor Holdings Corporation, and each of its direct and indirect subsidiaries listed on the signature pages thereof, including Assignor, and TR Acquisition Co., LLC, a Delaware limited liability company formerly known as TR Acquisition Co., Inc. ("Purchaser") and the Sale Order (as defined in the Asset Purchase Agreement); and

WHEREAS, pursuant to Section 12.10 of the Asset Purchase Agreement, Purchaser has assigned its right to receive the Intellectual Property to Assignee.

NOW THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement and the Sale Order, Assignor hereby sells, transfers, conveys, and delivers to Assignee, its successors and assigns, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's rights, title and interest in and to: (i) the Trademarks throughout the universe, including the registrations and applications thereof, and all goodwill of the business symbolized by and connected with the Trademarks and with respect to intent to use applications, Assignor is assigning the Trademarks as part of the entire business to which the Trademarks pertain as required by Section 15 U.S.C. 1060, the right to conduct business under the Trademarks, including the right to license others the right to conduct business under the Trademarks, (ii) Patents throughout the universe, including all inventions disclosed and claimed therein, and including, without limitation, the subject matter of all claims which may be obtained therefrom, rights of priority under the International Convention for the Protection of Industrial

Property, the Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States adheres, (iii) the Copyrights throughout the universe, including, without limitation, the right to exercise such rights in perpetuity in all media and by any manner and means now known or hereafter devised, and (iv) all rights to sue, counterclaim, and collect damages and payments for claims of past, present, and future infringements, unfair competition or misappropriations thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Intellectual Property, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

Assignor agrees to execute and deliver at the request of Assignee, without further consideration, all papers, instruments of sale, transfer, conveyance, confirmation and assignment, and to perform any other reasonable acts Assignee reasonably deems necessary in order to vest or more effectively transfer, convey, assign or confirm all of Assignor's rights, title and interest in and to the Intellectual Property in or to Assignee, including all documents necessary to record in the name of Assignee the assignment of the Trademarks and Patents with the United States Patent and Trademark Office and the Copyrights with the United States Copyright Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee: (i) to demand and receive from time to time any and all of the Intellectual Property or rights thereunder and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all Legal Proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Intellectual Property; (iii) to defend or compromise any or all Legal Proceedings in respect of any of the Intellectual Property; and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) in relation to the Intellectual Property as Assignee shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason. To the extent any of the Intellectual Property may not be transferred to Assignee, Assignor is hereby deemed to have granted to Assignee an exclusive, royalty free right and license to use the Intellectual Property from and after the Closing Date, to the broadest extent permitted by Law.

This IP Assignment and the covenants and agreements contained herein shall survive the Closing.

This Agreement is subject to, and shall be construed in accordance with, the Asset Purchase Agreement and the Sale Order, and in the event of a conflict between the provisions of this Agreement and the provisions of the Asset Purchase Agreement (insofar as such provisions relate to the rights and obligations of Assignor, on the one hand, and the Assignee, on the other hand) or the Sale Order, the provisions of the Asset Purchase Agreement or the Sale Order, as applicable, shall prevail.

This IP Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed in such State without giving effect to any of the conflict of laws rules thereof.



IN WITNESS WHEREOF, the Assignor has caused this IP Assignment to be duly executed as of the date first above written.

**ASSIGNOR:**

StyroChem U.S., Ltd.

By: StyroChem GP, L.L.C.

Its: General Partner

By: Radnor Chemical Corporation

Its: Sole Member

By: 

Name: ~~Michael V. Valenza~~

Title: Pres.

Accepted and agreed to by

**ASSIGNEE:**

New StyroChem U.S., Ltd.

By: \_\_\_\_\_

Hugh Steven Wilson

Chief Executive Officer

IP ASSIGNMENT BETWEEN  
STYROCHEM U.S. LTD AND NEW STYROCHEM U.S. LTD

LAU #6336889

TRADEMARK

REEL: 003438 FRAME: 0515

IN WITNESS WHEREOF, the Assignor has caused this IP Assignment to be duly executed as of the date first above written.

**ASSIGNOR:**

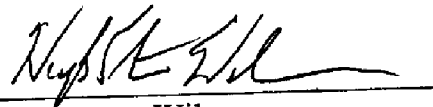
StyroChem U.S., Ltd.  
By: StyroChem GP, L.L.C.  
Its: General Partner  
By: Radnor Chemical Corporation  
Its: Sole Member

By: \_\_\_\_\_  
Name:  
Title:

Accepted and agreed to by

**ASSIGNEE:**

New StyroChem U.S., Ltd.

By:   
Hugh Steven Wilson  
Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF DELAWARE )

I, a notary public, in and for the county and state aforesaid, do hereby certify that Michael Valente, known to me to be the Pres of Radnor Chemical Corp and acknowledged that he signed the above and forgoing instrument as his free and voluntary act, on behalf of Radnor Chemical Corp.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this \_\_\_ day of \_\_\_\_\_, 2006.

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
SUSAN E. DEAR, Notary Public  
Bethel Twp., Delaware County  
My Commission Expires January 8, 2009



PATENTS AND PATENT APPLICATIONS


Title	Country	Status	App No	App Date	Patent No	Owner
PROCESSES FOR FORMING STYRENIC COPOLYMERS	United States	Granted	10/054,258	12/29/1999	6,497,269	STYROCHEM U.S., LTD.
PROCESSES FOR PREPARING PATTERNS FOR USE IN METAL CASTINGS	United States	Granted	10/322,404	12/29/1999	6,710,094	STYROCHEM U.S., LTD.

TRADEMARK

REEL: 003438 FRAME: 0518

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Title</b>	<b>Country</b>	<b>Status</b>	<b>Reg No</b>	<b>Reg Date</b>	<b>Owner</b>
STYROCHEM	United States	Registered	2,151,092	4/14/1998	StyroChem US, Ltd.
STYROCHEM	United States	Registered	2,151,093	4/14/1998	StyroChem US, Ltd.
STYROCHEM DESIGN	United States	Registered	2,311,631	1/25/2000	StyroChem US, Ltd.

European Trademark Filings of StyroChem U.S., Ltd.	Country	Class	Registration Date
DIAMOND design	CTM 1209774 Russia 197296 Norway 200135 Estonia 32455 Latvia 46066 Lithuania 40710 Poland 140962 Switzerland 480.884 Czech Republic 237673 Slovakia 198262 Belarus 16337 Ukrainian 28759	17, 19	09/12/00 12/07/00 10/29/99 10/02/00 06/29/99 04/4/2001 01/19/04 01/26/01 10/22/01 02/12/02 12/06/02 12/16/02
STYROCHEM & diamond design  	CTM 001008093 Russia 2000723914 pending Norway 208108 Estonia 35559 Latvia M-48592 Lithuania 43133 Poland Z-223.914 pending Switzerland 482 593 Czech Republic 238450 Slovakia POZ 2668-2000 pdg Ukraine 2000093951 pending Belarus 20001389 pending	17	07/14/00 09/19/00 app date 04/19/01 01/15/02 11/20/01 06/12/01 09/12/00 app date 09/08/00 11/23/01 09/08/00 app. date 09/08/00 app. date 09/08/00 app. date

**COPYRIGHT AND COPYRIGHT APPLICATIONS**

None.