

**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>    |
| Cardinal Health 409, Inc.        |  | 03/09/2007            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | AMCOL International Corporation  |                       |                       |
| <b>Street Address:</b>           | 1500 W. Shure Dr.  |                       |                       |
| <b>City:</b>                     | Arlington Heights  |                       |                       |
| <b>State/Country:</b>            | ILLINOIS   |                       |                       |
| <b>Postal Code:</b>              | 60004  |                       |                       |
| <b>Entity Type:</b>              | CORPORATION: DELAWARE  |                       |                       |
| <b>PROPERTY NUMBERS Total: 4</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| Registration Number:             | 1481218  | MICROSPONGE           |                       |
| Registration Number:             | 1505477  | MELANOSPONGE          |                       |
| Registration Number:             | 3001597  | EXACT                 |                       |
| Registration Number:             | 2294342  | EXACT                 |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (312)896-6787  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | 312-443-1787   |                       |                       |
| <b>Email:</b>                    | sfifield@lordbissell.com   |                       |                       |
| <b>Correspondent Name:</b>       | Sean C. Fifield  |                       |                       |
| <b>Address Line 1:</b>           | 111 S. Wacker Dr.  |                       |                       |
| <b>Address Line 4:</b>           | Chicago, ILLINOIS 60606-4410   |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 3184204-0006 MICROSPONGE   |                       |                       |
| <b>NAME OF SUBMITTER:</b>        | Ingrid J. Scheckel   |                       |                       |

**CH \$115.00 1481218**

|  |                      |
|--|----------------------|
| Signature:   | /Ingrid J. Scheckel/ |
| Date:  | 03/15/2007           |
| Total Attachments: 7<br>source=Microsponge#page1.tif<br>source=Microsponge#page2.tif<br>source=Microsponge#page3.tif<br>source=Microsponge#page4.tif<br>source=Microsponge#page5.tif<br>source=Microsponge#page6.tif<br>source=Microsponge#page7.tif |                      |

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made on March 9, 2007 (this “**Assignment**”) by Cardinal Health 409, Inc., a Delaware corporation with offices at 7000 Cardinal Place, Dublin, Ohio, 43017, and Cardinal Health PTS, LLC, a Delaware limited liability company with offices at 7000 Cardinal Place, Dublin, Ohio, 43017 (collectively the “**Selling Parties**”) to AMCOL International Corporation, a Delaware corporation with offices at 1500 West Shure Drive, Arlington Heights, Illinois 60004 (“**Assignee**”).

WHEREAS, a Selling Party has adopted, owns and is using the United States and foreign trademark registrations, pending trademark applications, common law trademarks trade dress, logos, slogans, and trade names disclosed in Schedule A attached hereto and made a part hereof (the “**Trademarks**”) and is the owner of such Trademarks and the goodwill of the business symbolized by such Trademarks and all common law rights associated therewith;

WHEREAS, Assignee is desirous of using the Trademarks and of acquiring the entire right, title and interest in, to and under the Trademarks and the goodwill of the business symbolized by such Trademarks in connection therewith; and

WHEREAS, the Selling Parties, R.P. Scherer Technologies, Inc. and AMCOL Health & Beauty Solutions, Incorporated, a wholly-owned subsidiary of the Assignee, have entered into that certain Asset Purchase Agreement dated March 9, 2007, providing for the conveyance to Assignee of certain assets of the Selling Parties, including the Trademarks.

NOW, THEREFORE, for and in consideration of \$1 and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Each Selling Party hereby sells, assigns, conveys and transfers unto Assignee all of its right, title and interest in, to and under the Trademarks, and any derivation thereof, together with (a) the benefit of any rights at common law which have accrued to any of the Selling Parties through use of the Trademarks or otherwise, (b) the goodwill of the business symbolized by thereby, (c) all applications and registrations therefor, and (d) all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past or continuing infringement of the Trademarks, as well as the right to seek any and all remedies available at law or in equity.

2. The Selling Parties agrees that they will make no further use of the Trademarks except pursuant to licenses granted by Assignee.

3. All right, title and interest in the Trademarks shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Selling Parties if this Assignment had not been made. Without limitation to the foregoing, Selling Parties assign with the Trademarks all associated income, royalties, damages and payments due from or payable by any third party (including, without limitation, damages and payments for past, present, or future infringements or misappropriations thereof) and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

4. Each of the Selling Parties agrees, upon the request of Assignee, from time to time to execute and deliver to Assignee all such additional instruments and documents as shall be reasonably required to perfect and record the conveyance of the Trademarks (including such instruments, powers of attorney and other documents as may be necessary to perfect and record the conveyance of the Trademark

as contemplated hereunder in foreign jurisdictions), and to do any and all such acts and things as may reasonably be required to convey the Trademarks.

5. This Assignment shall be construed and all the rights, powers and liabilities of the parties hereunder shall be determined in accordance with the substantive laws of the State of Delaware, without regard to conflicts of laws principles. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Assignment of Trademarks to be executed as of the date first written above.

CARDINAL HEALTH 409, INC.

By: [Signature]  
Name: Brendan A. Ford  
Title: Executive Vice President

CARDINAL HEALTH PTS, LLC

By: [Signature]  
Name: Brendan A. Ford  
Title: Executive Vice President

STATE OF OHIO )  
COUNTY OF FRANKLIN )

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the person signing above, being first sworn by me, did state that he is Brendan A. Ford, that he is an Executive Vice President of **Cardinal Health 409, Inc.**, and that he, as such officer, being authorized so to do, executed the foregoing instrument before me for the purposes therein contained, by signing the name of the corporations by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9<sup>th</sup> day of March, 2007.



Kathy O. Hupp  
Notary Public, State of Ohio  
My Commission Expires  
Feb 10, 2010

[Signature]  
Notary Public  
My Commission Expires:  
2-10-10

STATE OF OHIO )  
COUNTY OF FRANKLIN )

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the person signing above, being first sworn by me, did state that he is Brendan A. Ford, that he is an Executive Vice President of **Cardinal Health PTS, LLC**, and that he, as such officer, being authorized so to do, executed the foregoing instrument before me for the purposes therein contained, by signing the name of the corporations by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9<sup>th</sup> day of March, 2007.



Kathy O. Hupp  
Notary Public, State of Ohio  
My Commission Expires  
Feb 10, 2010

[Signature]  
Notary Public  
My Commission Expires:  
2-10-10

[SIGNATURE PAGES TO ASSIGNMENT OF TRADEMARKS]

ACCEPTED:

AMCOL INTERNATIONAL CORPORATION

By: *Gary L. Castagna*

Name: Gary Castagna

Title: Senior Vice President

STATE OF Illinois )

COUNTY OF Cook )

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the person signing above, being first sworn by me, did state that he is Gary Castagna, that he is a Senior Vice President of **AMCOL International Corporation**, and that he, as such officer, being authorized so to do, executed the foregoing instrument before me for the purposes therein contained, by signing the name of the corporations by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9<sup>th</sup> day of March, 2007.

*Terril L. Cardona*  
Notary Public



My Commission Expires:

3/15/09

**SCHEDULE A  
TRADEMARKS**

| Country       | Trademark                   | Application Number | Filing Date | Registration Number | Reg. Date | Next Renewal |
|---------------|-----------------------------|--------------------|-------------|---------------------|-----------|--------------|
| Korea         | APS<br>MICROSPONGE          | 89-11651           | 05/15/89    | 208584              | 01/23/91  | 01/23/2011   |
| Australia     | MICROSPONGE                 | 451608             | Unavailable | B45 1608            | 09/05/86  | 09/05/2007   |
| Austria       | MICROSPONGE                 | AM 2591/86         | 08/14/86    | 114843              | 12/18/86  | 09/23/2006   |
| Benelux       | MICROSPONGE                 | 685878             | 08/05/86    | 419478              | 08/05/ 86 | 08/05/2016   |
| Chile         | MICROSPONGE                 | 350.113            | 07/23/96    | 610.633             | 11/28/01  | 11/28/2011   |
| Denmark       | MICROSPONGE                 | VA037621996        | 06/26/96    | VR055871996         | 10/04/96  | 10/04/2016   |
| Finland       | MICROSPONGE                 | 311186             | 08/06/86    | 101882              | 07/05/88  | 07/05/2008   |
| France        | MICROSPONGE                 | Unavailable        | 09/11/86    | 1370159             | 09/10/96  | 09/10/2006   |
| Germany       | MICROSPONGE                 | A41881/1           | 08/19/86    | 1123421             | 06/15/88  | 08/19/2006   |
| Greece        | MICROSPONGE                 | 129950             | 07/05/96    | 129950              | 07/17/98  | 07/06/2006   |
| Hong Kong     | MICROSPONGE                 | 5576/86            | 12/11/86    | B052890             | 12/11/86  | 12/11/2007   |
| Israel        | MICROSPONGE                 | 105907             | 06/20/96    | 105907              | 12/04/97  | 06/20/2017   |
| Italy         | MICROSPONGE                 | 4669 2006 RM       | 08/04/06    | Pending             | Pending   | 08/04/2016   |
| Liechtenstein | MICROSPONGE                 | Unavailable        | 08/20/86    | 7066                | 01/30/87  | 08/20/2006   |
| Portugal      | MICROSPONGE                 | 236.767            | 09/05/86    | 236767              | 01/10/92  | 01/10/2012   |
| Sweden        | MICROSPONGE                 | 86-5774            | 08/06/86    | 205754              | 05/15/87  | 05/15/2007   |
| Switzerland   | MICROSPONGE                 | 4921               | 08/06/86    | 348605              | 08/06/87  | 08/06/2016   |
| Turkey        | MICROSPONGE                 | 125182/93          | 11/23/93    | 149552              | 11/23/93  | 11/23/2003   |
| U.K.          | MICROSPONGE                 | 1273843            | 08/06/86    | B1273843            | 11/04/88  | 08/06/2007   |
| U.K.          | MICROSPONGE                 | 1243844            | 08/06/86    | B1273844            | 02/10/89  | 08/06/2007   |
| US            | MICROSPONGE                 | 624,638            | 10/08/86    | 1,481,218           | 03/22/88  | 03/22/2008   |
| Argentina     | MICROSPONGE/<br>MICROSPONJA | Unavailable        | 12/04/98    | 1708484/485         | 12/04/98  | 12/04/2008   |
| Brazil        | MICROSPONGE/<br>MICROSPONJA | Unavailable        | 01/11/00    | 819.611-104         | 01/11/00  | 01/11/2010   |
| Brazil        | MICROSPONGE/<br>MICROSPONJA | Unavailable        | 0 8/24/99   | 819.661-074         | 08/24/99  | 08/24/2009   |
| Brazil        | MICROSPONGE/<br>MICROSPONJA | Unavailable        | 01/11/00    | 819.661-082         | 01/11/00  | 01/11/2010   |
| Brazil        | MICROSPONGE/<br>MICROSPONJA | Unavailable        | 06/15/99    | 819.661.090         | 06/15/99  | 06/15/2009   |
| Chile         | MICROSPONGE/<br>MICROSPONJA | 350.111/112        | 07/23/96    | 570.383/382         | 06/20/00  | 06/20/2010   |
| Chile         | MICROESPONJAS               | 350.110            | 07/23/96    | 570.381             | 6/20/00   | 6/20/2010    |
| Chile         | MICROESPONJAS               | 339.545            | 04/08/96    | 508.262             | 03/25/98  | 03/25/2008   |
| Chile         | MICROESPONJAS               | 339.546            | 04/08/96    | 508.124             | 03/25/98  | 03/25/2008   |
| Mexico        | MICROSPONGE/<br>MICROSPONJA | 290257             | 03/19/97    | 612130              | 05/31/99  | 03/19/2007   |
| Paraguay      | MICROSPONGE/<br>MTCROSPONJA | Unavailable        | 03/12/98    | 201-602/063         | 03/12/98  | 03/12/2008   |
| Paraguay      | MICROSPONGE/<br>MICROSPONJA | Unavailable        | 02/13/98    | 200.228/229         | 02/13/98  | 02/13/2008   |
| Japan         | MICROSPONGE                 | S61-097776         | 09/13/86    | 2127031             | 03/27/89  | 03/27/09     |

| Country        | Trademark    | Application Number | Filing Date | Registration Number | Reg. Date   | Next Renewal |
|----------------|--------------|--------------------|-------------|---------------------|-------------|--------------|
| Argentina      | MELANOSPONJA | Unavailable        | 18-Aug-1997 | 1641822/823         | 18-Aug-1997 | 18-Aug-2007  |
| Australia      | MELANOSPONGE | 475090             | 21-Oct-1987 | A475090             | 21-Oct-1994 | 21-Oct-2008  |
| Benelux        | MELANOSPONGE | 784958             | 26-Aug-1992 | 517532              | 26-Aug-1992 | 26-Aug-2012  |
| Denmark        | MELANOSPONGE | VA060871992        | 27-Aug-1992 | 108141992           | 20-Nov-1992 | 20-Nov-2012  |
| France         | MELANOSPONGE | 889067             | 19-Nov-1987 | 1436168             | 19-Nov-1987 | 18-Nov-2007  |
| Germany        | MELANOSPONGE | A 43610 1 WZ       | 10/24/87    | 1123426             | 06/15/88    | 30-Oct-2007  |
| Greece         | MELANOSPONGE | 110764             | 22-Sep-1992 | 110764              | 17-Sep-1995 | 23-Sep-2012  |
| Hong Kong      | MELANOSPONGE | 5823/87            | 16-Nov-1987 | B138290             | 16-Nov-1987 | 16-Nov-2008  |
| Ireland        | MELANOSPONGE | 92/4684            | 02-Sep-1992 | 147838              | 02-Sep-1992 | 01-Sep-2009  |
| Italy          | MELANOSPONGE | 200 92 RM          | 01/23/92    | 636945              | 12/19/94    | 23-Jan-2002  |
| Japan          | MELANOSPONGE | S62-122301         | 10/29/87    | 2388849             | 03/31/92    | 31-Mar-2012  |
| Sweden         | MELANOSPONGE | 02-07712           | 02-Sep-1992 | 246885              | 19-Feb-1993 | 19-Feb-2013  |
| Switzerland    | MELANOSPONGE | 6822               | 20-Oct-1987 | 360338              | 20-Oct-1987 | 20-Oct-2007  |
| United Kingdom | MELANOSPONGE | 1324862            | 23-Oct-1987 | 1324862             | 17-Jan-1990 | 17-Jan-2010  |
| USA            | MELANOSPONGE | 73712259           | 19-Feb-1988 | 1505477             | 27-Sep-1988 | 27-Sep-2008  |

| Country        | Trademark      | Application Number | Filing Date | Registration Number | Reg. Date   | Next Renewal |
|----------------|----------------|--------------------|-------------|---------------------|-------------|--------------|
| Australia      | EXACT          |                    |             | 611357              | 10-Sep-1993 | 10-Sep-2013  |
| Argentina      | EXACT (Design) | 2.594.617          | 01-Jun-2005 | Pending             |             |              |
| Benelux        | EXACT (Design) | 786376             | 25-Sep-1992 | 519670              | 25-Sep-1992 | 25-Sep-2012  |
| Brazil         | EXACT (Design) | 817.003.029        | 30-Nov-1992 | 817.003.029         | 07-Jun-1994 | 07-Jun-2004  |
| Denmark        | EXACT (Design) | VA069621992        | 01-Oct-1992 | 8911993             | 29-Jan-1993 | 29-Jan-2013  |
| France         | EXACT (Design) | 92/440098          | 02-Nov-1992 | 92440098            | 02-Nov-1992 | 02-Nov-2012  |
| Germany        | EXACT (Design) | A53276/5           | 06-Oct-1992 | 2913976             | 30-Jun-1998 | 06-Oct-2012  |
| Greece         | EXACT (Design) | 110918             | 06-Oct-1992 | 110918              | 17-Feb-1995 | 07-Oct-2012  |
| Ireland        | EXACT (Design) | 92-5139            | 25-Sep-1992 | 150211              | 12-Sep-1994 | 25-Sep-2009  |
| Paraguay       | EXACT (Design) | 96-5631            | 15-Mar-1996 | 194650              | 09-Jul-1997 | 09-Jul-2007  |
| Spain          | EXACT (Design) | 1723961            | 07-Oct-1992 | 1723961             | 05-Jul-1995 | 07-Oct-2012  |
| Taiwan         | EXACT (Design) | 81-049131          | 01-Oct-1992 | 607492              | 16-Aug-1993 | 16-Aug-2013  |
| United Kingdom | EXACT (Design) | 1514069            | 26-Sep-1992 | 1514069             | 26-Sep-1992 | 26-Sep-2009  |
| USA            | EXACT          | 78/461312          | 03-Aug-2004 | 3001597             | 27-Sep-2005 | 27-Sep-2015  |
| USA            | EXACT (Design) | 75539042           | 19-Aug-1998 | 2294342             | 23-Nov-1999 | 23-Nov-2009  |

| Country     | Trademark       | Application Number | Filing Date | Registration Number | Reg. Date | Next Renewal |
|-------------|-----------------|--------------------|-------------|---------------------|-----------|--------------|
| Switzerland | COMMAND RELEASE | 7008               | 10/28/87    | 358467              | 10/28/87  | 10/28/07     |

| Country            | Trademark    | Application Number | Filing Date | Registration Number | Reg. Date | Next Renewal |
|--------------------|--------------|--------------------|-------------|---------------------|-----------|--------------|
| European Community | MICRORELEASE | 952317             | 10/08/98    | 952317              | 3/10/00   | 10/08/08     |
| Switzerland        | MICRORELEASE | 1998 8354          | 10/12/98    | 460726              | 10/12/98  | 10/12/08     |
| Australia          | MICRORELEASE | 775329             | 10/09/98    | 775329              | 10/09/98  | 10/09/08     |



| Country     | Trademark | Application Number | Filing Date | Registration Number | Reg. Date | Next Renewal |
|-------------|-----------|--------------------|-------------|---------------------|-----------|--------------|
| France      | PROZONE   | 1504730            | 10/05/98    | 1504730             | 10/05/98  | 12/22/08     |
| Italy       | PROZONE   | 5133 98 RM         | 10/15/98    | 847852              | 06/08/01  | 06/08/2011   |
| Japan       | PROZONE   | S63-144832         | 12/22/88    | 2506993             | 02/26/93  | 02/26/2013   |
| Switzerland | PROZONE   | 8932               | 12/15/88    | 368782              | 12/15/88  | 12/15/2008   |

| Country     | Trademark    | Application Number | Filing Date | Registration Number | Reg. Date | Next Renewal |
|-------------|--------------|--------------------|-------------|---------------------|-----------|--------------|
| Switzerland | ZERO RELEASE | 4284               | 06/06/89    | 373035              | 06/06/89  | 06/06/09     |

All common law rights held in any jurisdiction by a Selling Party to the common law trademark MICRO.