

**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>
BURLINGTON CHEMICAL CO., INC.		02/02/2007	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BCC ACQUISITION, LLC		
<b>Street Address:</b>	P.O. Box 628		
<b>City:</b>	Union Springs		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	36089		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1710985	BURCOSOFT	
Registration Number:	1797418	BURCOSIL	
Registration Number:	2145967	BURCOFIX	
Registration Number:	2225898	BURCOTERGE	
Registration Number:	2602568	LUBEROS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)659-1559		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-659-6941		
<b>Email:</b>	trademark@dickinsonwright.com		
<b>Correspondent Name:</b>	Jeffrey S. Molinoff		
<b>Address Line 1:</b>	1901 L. Street NW, Suite 800		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	71429-007		

CH \$140.00 1710985

NAME OF SUBMITTER:	Jeffrey Molinoff
Signature:	/JSM/
Date:	04/05/2007
<b>Total Attachments: 7</b> source=Assignment of Trademarks#page1.tif source=Assignment of Trademarks#page2.tif source=Assignment of Trademarks#page3.tif source=Assignment of Trademarks#page4.tif source=Assignment of Trademarks#page5.tif source=Assignment of Trademarks#page6.tif source=Assignment of Trademarks#page7.tif	

## ASSIGNMENT OF TRADEMARKS AND INTELLECTUAL PROPERTY

**THIS ASSIGNMENT OF TRADEMARKS** (the "Assignment") is made as of the 2<sup>nd</sup> day of February, 2007, by and between **BURLINGTON CHEMICAL CO., INC.**, a North Carolina corporation ("Assignor"), to **BCC ACQUISITION, LLC**, a North Carolina limited liability company ("Assignee").

### RECITALS

- A. Assignor, Assignee and BCC Properties, LLC are parties to that certain Asset Purchase Agreement dated January 26, 2007 (the "Asset Purchase Agreement"), pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, certain assets owned by Assignor, including without limitation the Intangible Assets.
- B. Pursuant to the Asset Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, and to aid and assist in the collection of or reducing to possession by the Assignee of, all of the Assets.
- C. Assignor and Assignee have entered into that certain Assignment and Assumption Agreement of even date herewith, whereby Assignor assigned to Assignee all its right, title and interest in the Intangible Assets, other than the Intellectual Property.
- D. The Intellectual Property includes, but is not limited to, certain patents and trademarks of Seller.
- E. Assignor, by its Assignment of Patents dated of even date herewith, has assigned to Assignee all its right, title and interests in certain patents of Seller described more particularly therein (the "Patents").
- F. In light of the foregoing, and pursuant to the Asset Purchase Agreement, Assignor desires to transfer and assign to Assignee all of Assignor's worldwide right, title and interest in, to and under the Intellectual Property other than the Patents, including without limitation Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on **Exhibit "A"** hereto (collectively the "Trademarks and Intellectual Property").

**NOW, THEREFORE**, Assignor, for and in consideration of the payment by Assignee to Assignor of the Purchase Price, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Trademarks and Intellectual Property, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights

to sue for infringement of any of the Trademarks and the Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Without limiting the foregoing, Assignor hereby constitutes and appoints Assignee the true and lawful agent and attorney in fact of Assignor, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignor but on behalf and for the benefit of Assignee and its successors and assigns, from time to time:

(a) to demand, receive and collect any and all of the Trademarks and Intellectual Property and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of Assignor or otherwise, any and all proceedings at law, in equity or otherwise, that Assignee or its successors and assigns may deem proper in order to collect or reduce to possession any of the Trademarks and Intellectual Property and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and

(c) to do all things legally permissible, required or reasonably deemed by Assignee to be required to recover and collect the Trademarks and Intellectual Property and to use Assignor's name in such manner as Assignee may reasonably deem necessary for the collection and recovery of same.

Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor.

The terms of the Asset Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Trademarks and Intellectual Property, are incorporated herein by this reference. Any capitalized terms contained in this Assignment and not specifically defined herein shall have the respective meanings assigned thereto in the Asset Purchase Agreement. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties have caused the duly authorized officers to execute this Assignment as of the date first above written.

ASSIGNOR

BURLINGTON CHEMICAL CO., INC., a North Carolina corporation

By: *Samuel B. Moore*  
Samuel B. Moore  
Its Chief Executive Officer

ACKNOWLEDGMENT OF ASSIGNOR

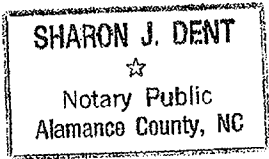
STATE OF NORTH CAROLINA )  
  :  
COUNTY OF ALAMANCE        )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that **Samuel B. Moore**, whose name is signed to the foregoing instrument in his capacity as Chief Executive Officer of Burlington Chemical Co., Inc., a North Carolina corporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, in such capacity and with full authority, executed the same voluntarily for and on behalf of the corporation.

Given under my hand and official seal, this 26<sup>th</sup> day of January, 2007.

*[Signature]*  
Notary Public  
My Commission Expires: 3/13/09

(SEAL)



**EXHIBIT "A"**

**SCHEDULE OF TRADEMARKS**

1. Trade name "Burlington Chemical Co." and any variations of same used by Assignor in Assignor's Business
2. Trademarks listed on schedule attached hereto

Maccord Mason PLLC  
Burlington Chemical Co., Inc.  
Status Report

Matter ID	Matter Description	Comments	Status/Action
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1895-009	T.M. BURCO		
Serial #: 74 /215592	Filing Date: 10/25/1991		Status: Registered
Registration #: 1746644	Reg. Date: 1/19/1993		
	1/19/2013	*Renewal Section 9 & Section 8 Affidavit Due	
	7/19/2013	*Absolute Deadline for Renewal Section 9 & Section 8 Affidavit	

1895-010	T.M. B and Design		
Serial #: 74 /215593	Filing Date: 10/25/1991		Status: Registered
Registration #: 1752103	Reg. Date: 2/16/1993		
	2/16/2013	*Renewal Section 9 & Section 8 Affidavit Due	
	8/16/2013	*Absolute Deadline for Renewal Section 9 & Section 8 Affidavit	

1895-011	T.M. BURCO FLUOR		
Serial #: 74 /215594	Filing Date: 10/25/1991		Status: Registered
Registration #: 1719734	Reg. Date: 9/29/1992		
	9/29/2012	*Renewal Section 9 & Section 8 Affidavit Due	
	3/29/2013	*Absolute Deadline for Renewal Section 9 & Section 8 Affidavit	





PRIVILEGED AND CONFIDENTIAL  
ATTORNEY WORK PRODUCT

Maccord Mason PLLC  
Burlington Chemical Co., Inc.  
Status Report

Matter ID	Matter Description	Comments	Status/Action
1895-049	T.M. BURCOTERGE		Status: Registered
	Serial #: 75 /424670 Registration #: 2225898	Filing Date: 1/28/1998 Reg. Date: 2/23/1999	
		2/23/2009 *Renewal Section 9 & Section 8 Affidavit Due (w/o surcharge)	
		8/23/2009 *Absolute Deadline Renewal Section 9 & Section 8 Affidavit (with surcharge)	
1895-058	T.M. LUBEROS		Status: Registered
	Serial #: 76 /180446 Registration #: 2602568	Filing Date: 12/13/2000 Reg. Date: 7/30/2002	
		7/30/2008 *Section 8/15 Affidavit Due (w/o surcharge)	
		1/30/2009 *Absolute Deadline for Section 8/15 Affidavit	

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