

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/06/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Rutgers Organics Corporation		04/23/2007	CORPORATION:

**RECEIVING PARTY DATA**

Name:	PCC Chemax, Inc.
Street Address:	30 Old Augusta Road
City:	Piedmont
State/Country:	SOUTH CAROLINA
Postal Code:	29356
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1375356	SURMAX
Registration Number:	1628852	CHEMSTAT
Registration Number:	1714804	POLYMAX
Registration Number:	2110796	MAXSPERSE
Registration Number:	2397236	MAXOMER

**CORRESPONDENCE DATA**

Fax Number: (864)233-7342  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 864-271-1592  
 Email: docketing@dority-manning.com  
 Correspondent Name: Dority & Manning, PA  
 Address Line 1: PO Box 1449  
 Address Line 4: Greenville, SOUTH CAROLINA 29602-1449

OP \$140.00 1375356

ATTORNEY DOCKET NUMBER:	CIY-MISC
NAME OF SUBMITTER:	Alan R. Marshall
Signature:	/Alan R. Marshall/
Date:	04/23/2007

**Total Attachments: 7**

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, Rutgers Organics Corporation ("Assignor"), at 30 Old Augusta Road, Piedmont, SC 29356, itself and/or through one or more related companies has adopted and used the marks listed on appendix A, as shown by the records of the United States Patent and Trademark Office;

WHEREAS, at least as early as February 6, 2006, Assignor assigned and transferred to POC Chemax, Inc. at 30 Old Augusta Road, Piedmont, SC 29356 ("Assignee"), the following Trademark Rights: all right, title and interest in and to the Marks; the above-identified registrations therefore; any and all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the Marks; the goodwill associated therewith together the right to recover and have damages and profits for past infringement, if any; and any and all renewals thereof (collectively, the "Trademark Rights");

WHEREAS, the parties now wish to ratify and confirm the assignment and transfer of all right, title and interest in and to the Trademark Rights; and

WHEREAS, David Frantz a United States citizen, as an Officer of Assignor, has authority to execute this confirmation of Assignment on behalf of Assignor;

NOW, THEREFORE, in view of the payment provided in the transfer of February 6, 2006, and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor DOES HEREBY ratify and confirm the sale, assignment, and transfer to Assignee, nunc pro tunc as of at least as early as February 6, 2006, all right, title and interest in and to the Trademark Rights, together with the goodwill of the business symbolized by the mark and with the right to recover and have damages and profits for past infringement, if any.

Assignor does hereby agree, without further consideration, to execute any additional documents and take such further action as may be requested to vest in Assignee good, valid and marketable title to the Trademark Rights.

This assignment and all terms hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, personal and legal representative, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment on this 23 day of April, 2007.

Date: 4/23/2007

By:   
David Frantz  
Secretary & Controller  
Rutgers Organics Corporation

FOR THE STATE OF PENNSYLVANIA)

COUNTY OF Chester

On this 23 day of April, 2007, personally appeared David Frantz, to me known and known to me to be the assignor above-named, and acknowledge that he executed the foregoing Assignment on behalf of assignor and pursuant to authority duly received.

Notary Public of the State of Pennsylvania  
My Commission Expires: 10-26-09

  
Notary Public  
My Commission Expires: 10-26-09

APPENDIX A

Registration No.	Mark	Attorney Docket
1375356	SURMAX	CIX-1-TM
1628852	CHEMSTAT	CIY-2-TM
1714304	POLYMAX	CIY-4-TM
2110796	MAXSPERSE	CIY-8-TM
2397236	MAXOMER	CIY-10-TM

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY (this "Assignment") is made and executed as of February 7, 2006, by and between RUETGERS ORGANICS CORPORATION, a Pennsylvania corporation ("Assignor"), in favor of PCC CHEMAX, INC., a Delaware corporation ("Assignee"), under the following circumstances:

A. Pursuant to that certain Asset Purchase Agreement (the "Agreement") dated as of February 2, 2006, wherein Assignee has agreed to purchase and accept from Assignor and Assignor has agreed to transfer, sell, assign and convey to Assignee certain assets and liabilities of Assignor according to the terms and conditions set forth therein, including without limitation, the Intellectual Property. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

B. Assignor desires to assign to Assignee, and Assignee desires to assume, take and accept from Assignor, all of Assignor's rights, title and interest in and to the Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants set forth in the Agreement, and other good and valuable consideration, the receipt and adequacy of which hereby are expressly acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, grants and transfers to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to any and all of the Intellectual Property (registered and unregistered), applications therefor, domain names, trade secrets, know-how and any other proprietary intellectual property right, together with any goodwill of the business symbolized by any of the Intellectual Property and any variations or derivatives thereof. Assignor hereby represents and warrants that the Intellectual Property has been continuously used in the business of Assignor or its Affiliates.

2. For purposes of this Assignment, "Intellectual Property" means and refers to all of Seller's rights in, to and under all intellectual property described in Section 1.01(a)(xiii) of the Agreement, including, without limitation, the trademarks "SURMAX<sup>®</sup>", "POLYMAX<sup>®</sup>", "MAXHIB<sup>®</sup>" and "CHEMSTAT<sup>®</sup>", the names "Chemax," "Chemax Performance Solutions" and "Chemax Polymer Additives" and the software licenses described in Schedule 1.01(a)(xiii)(E).

3. Acceptance. Assignee hereby accepts the foregoing grant and assignment.

4. Further Acts.

a. Assignor authorizes Assignee, and grants to Assignee all necessary power and authority, to later modify Section 1.01(a)(xiii), Schedule 1.01(a)(xiii)(E) or Schedule 2.12 of the Agreement to specifically identify any and all patents, copyright registrations, trademark registrations, or applications for the same, that form a part of the Intellectual Property, as necessary for Assignee to record or otherwise document the transfer of such Intellectual Property with the U.S. Patent and Trademark Office, the U.S. Copyright Office or any other governmental authority or agency.

b. Assignor authorizes Assignee, and grants to Assignee all necessary power and authority, to prepare and record or otherwise document the transfer of the Intellectual Property with the U.S. Patent and Trademark Office, the U.S. Copyright Office or any other governmental authority or agency, as evidenced by the power of attorney attached hereto as Exhibit A.

c. Assignor hereby agrees to execute any and all certificates, instruments and other documents, and to take any and all other actions, that may be necessary or convenient to effect the assignment of the Intellectual Property to Assignee, and the subsequent registration thereof by Assignee with all appropriate government agencies.

4. Successors and Assigns. This instrument shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

5. Governing Law. This instrument and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware.

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first set forth above.

ASSIGNOR:

RUETGERS ORGANICS CORPORATION

By: Thomas J. ...  
Name: Thomas J. ...  
Its: President

ASSIGNEE:

PCC CHEMAX, INC.

By: John Kessler  
Name: J. KESSLER  
Its: CHAIRMAN

**EXHIBIT A**  
**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:**

**WHEREAS**, the undersigned, Thomas Doetsch, is a duly appointed, authorized and acting officer of RUETGERS ORGANICS CORPORATION, a Pennsylvania corporation (the "Corporation");

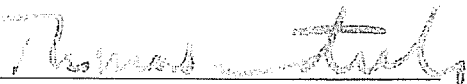
**WHEREAS**, the Corporation has agreed to the terms of an Asset Purchase Agreement, to be dated as of February 7, 2006 (the "Purchase Agreement"), between the Corporation and PCC Chemax Inc., ("Purchaser"), pursuant to which Purchaser will acquire substantially all of the assets and assume certain liabilities of the Corporation;

**WHEREAS**, the assets being transferred by the Corporation to Purchaser include the "Intellectual Property," as defined in the Purchase Agreement; and

**WHEREAS**, in order to complete the assignment of certain of the Intellectual Property, appropriate assignment instruments will be required to be filed with the U.S. Copyright Office or the U.S. Patent and Trademark Office, which assignments will require the authorization of the Corporation.

**NOW, THEREFORE**, the undersigned, acting on behalf of the Corporation, hereby constitutes and appoints \_\_\_\_\_, acting as the duly appointed, authorized and acting officer of Purchaser, as the attorney-in-fact for the Corporation and to act on behalf of and in the place and stead of the Corporation, and in his office and capacity with Purchaser, to execute and file any reasonably necessary or required assignment instruments to be filed with the U.S. Copyright Office or the U.S. Patent and Trademark Office, hereby giving and granting to said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as an officer of the Corporation might or could do if present at the doing thereof, hereby ratifying and confirming all that said attorney may or shall lawfully do or cause to be done by virtue hereof.

**IN WITNESS WHEREOF**, the undersigned has hereunto set his hand this 7<sup>th</sup> day of February, 2006.

/s/ 

\_\_\_\_\_  
Ruetgers Organics Corporation



STATE OF NORTH CAROLINA     )  
  )  
COUNTY OF MECKLENBURG     )

SS:

Before me, a Notary Public, in and for said county and state, personally appeared Thomas Doetsch, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed and delivered the same for the purposes therein expressed.

WITNESS my hand and official seal this 7th day of February 7, 2006.

          *Kaitha C. Reep*            
Notary Public

My commission expires:           *April 1, 2007*