# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Chemical Technologies LLC		109/13/2007	LIMITED LIABILITY COMPANY:
Apollo Chemical Company LLC		109/13/2007	LIMITED LIABILITY COMPANY:
FCI Technology LLC		109/13/2007	LIMITED LIABILITY COMPANY:
CPC Chemical Holdings, LLC		09/13/2007	LIMITED LIABILITY COMPANY: NORTH CAROLINA

#### **RECEIVING PARTY DATA**

Name:	Mount Vernon Mills, Inc.
Street Address:	503 South Main street
Internal Address:	P.O. Box 100
City:	Mauldin
State/Country:	SOUTH CAROLINA
Postal Code:	29662
Entity Type:	CORPORATION: MARYLAND

## PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2029459	APOLLO
Registration Number:	2178137	BARFOAMKIL
Registration Number:	2144694	DYBILD
Registration Number:	2144693	BARBALUBE
Registration Number:	2144692	ALKON
Registration Number:	2147726	GARDOL
Registration Number:	2279357	BARPEL
Registration Number:	2325185	FLUFTONE

TRADEMARK 900090596 **REEL: 003650 FRAME: 0670** 

1790862	QS+ QUALITY SATISFACTION PLUS
1900255	QUICKSTONE
1211196	ULTRA TOUCH
2111809	VIRKLER
2570116	CENEGEN
1963336	FLUOROGUARD
2570121	INTRALUBE
2715159	INTRAWET
2570117	POLYANTHRENE
2398034	SILTOUCH
1002438	INTRASSIST
1002437	INTRACARRIER
1003680	INTRAFOMIL
0946602	INTRAQUEST
0946597	INTRASOFT
0946598	INTRATEX
0780113	RESOGEN
	1900255 1211196 2111809 2570116 1963336 2570121 2715159 2570117 2398034 1002438 1002437 1003680 0946602 0946597 0946598

#### **CORRESPONDENCE DATA**

Fax Number: (864)232-4437

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (864) 232-4261

Email: IPdocket@mcnair.net
Correspondent Name: William D. Lee, Jr.

Address Line 1: 101 N. Main Street, Suite 900

Address Line 2: P.O. Box 10827

Address Line 4: Greenville, SOUTH CAROLINA 29601

ATTORNEY DOCKET NUMBER:	032709.00001	
NAME OF SUBMITTER:	William D. Lee, Jr.	
Signature:	/William D. Lee, Jr.//WDL/	
Date:	10/30/2007	

#### **Total Attachments: 5**

source=Mt. Vernon Mills.01 Assignment#page1.tif source=Mt. Vernon Mills.01 Assignment#page2.tif source=Mt. Vernon Mills.01 Assignment#page3.tif source=Mt. Vernon Mills.01 Assignment#page4.tif source=Mt. Vernon Mills.01 Assignment#page5.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of this // day of September 2007 by and among CPC CHEMICAL HOLDINGS, LLC, a North Carolina limited liability company ("CPC"), CHEMICAL TECHNOLOGIES LLC ("ChemTech"), APOLLO CHEMICAL COMPANY LLC ("Apollo"), and FCI Technology LLC ("FCI," and together with CPC, ChemTech and Apollo, the "Assignors," and each an "Assignor") and MOUNT VERNON MILLS, INC., a Maryland corporation ("Assignee").

#### RECITALS

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- A. CPC and Assignee are party to that certain Agreement for Purchase and Sale of Assets, dated as of August 30, 2007 (the "Purchase Agreement").
- B. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.
- The Purchase Agreement contemplates the sale, transfer and assignment by Assignors to Assignee of all of Assignors' rights, title and interest in and to the Patents and Trademarks.

Now THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the Transferors and Assignee hereby agree as follows:

- 1. Each Assignor hereby sells, assigns and transfers to Assignee all of such Assignor's right, title and interest in and to the Patents and Trademarks set forth on Schedule 1 hereto.
- Each Assignor authorizes and empowers Assignee, its successors, assigns, or nominees, to make application for patent or other form of protection for the Patents in such Assignee's own name, in any and all countries, and to invoke and claim for any application for patent or other form of protection for the Patents filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
- 3. Each Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country in proof of the right of Assignee or its successors, assigns, or nominees to apply for patent or other proper protection for the Patents, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
- 4. Each Assignor agrees that such Assignor will, without demanding any further consideration therefore, at the request and the expense of Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become reasonably

necessary for obtaining (including, without limitation, for reexamining or reissuing the Patents), sustaining, maintaining, or perfecting Assignee's rights to the Trademarks and the Patents.

- Nothing in this Agreement, express or implied, is intended or shall be intended to confer upon or give to any person, firm, entity or corporation other than the parties referred to in the first paragraph of this Agreement and their successors and assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, and all of the terms, covenants and conditions, promises and agreements in this Agreement contained shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.
- NO ASSIGNOR, OR ANY OTHER PERSON HAS MADE, OR SHALL BE DEEMED TO HAVE MADE, AND NO ASSIGNOR NOR ANY OF THE ASSIGNORS' DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES IS OR SHALL BE LIABLE FOR OR BOUND IN ANY MANNER BY, ANY EXPRESS OR GUARANTIES, PROMISES OR WARRANTIES, REPRESENTATIONS, STATEMENTS PERTAINING TO THE PATENTS OR TRADEMAKRS, EXCEPT AS SPECIFICALLY SET FORTH IN THE PURCHASE AGREEMENT, AND ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, AND GUARANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT THE WARRANTIES LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY to the Committee Constitution for the State of the State of the DISCLAIMED.
- In the case of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control
- The parties hereto acknowledge and agree that this Agreement shall be governed by and subject to Sections 27, 29 and 30 of the Purchase Agreement, relating to Assignment, Dispute Resolution, Governing Law and Jurisdiction.
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intponised to ex	repute this A	scionment on l	behalf of CPC Chemical Mollings HC
who signed and	executed the	e foregoing ins	strument on behalf of CPC Chemical Bulkings, LEE
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STATE OF	Fulton  Both day of the aforesaid.	September, 20	CHEMICAL TECHNOLOGIES LLC  By: Mame: Title:  Do7, before me, a Notary Public in and for the peared Waster C Softer known by me
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[Signature Page to Intellectual Property Assignment Agreement]

### APOLLO CHEMICAL COMPANY LLC

By: ablaction
Name:
Title:

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On this 13th day of September, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared Wilhard. Borther known by me to be the person of the above name and an officer of Apollo Chemical Company duly authorized to execute this Assignment on behalf of 190/10 Chemical Company duly who signed and executed the foregoing instrument on behalf of Apollo Chemical Chapter.

Barbar Harret Sillay

My Commission Expires:

Notary Public, DeKalb County, Georgia
Way Commission Expires July 12, 2009

FCI TECHNOLOGY LLC

By: Wall CSUD Name:

STATE OF GRUY'S COUNTY OF FUNDON

On this Bullay of September, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared while C. Suria known by me to be the person of the above name and an officer of FCT Tolonion LLC duty authorized to execute this Assignment on behalf of Tolonion LLC who signed and executed the foregoing instrument on behalf of Tolonion LLC.

Notary Public

Notary Public
My Commission Expires:

Notary Public, DeKalb County, Georgia

Kpires: My Commission Expires July 12, 2009

[Signature Page to Intellectual Property Assignment Agreement]

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Name; Title:	Pares	continue con

COUNTY OF Graik

On this 13th day of September, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared 2 County, known by me to be the person of the above name and an officer of 1 county, 2 duly authorized to execute this Assignment on behalf of 1 county 2 duly who signed and executed the foregoing instrument on behalf of 1 county 2 duly

Notary Public

My Commission Expires: My Commission Expires September 17, 2011

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK REEL: 003650 FRAME: 0676

**RECORDED: 10/30/2007**