

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	04/30/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Akzo Nobel Chemicals B.V.		04/30/2007	CORPORATION: NETHERLANDS

**RECEIVING PARTY DATA**

Name:	Balchem Corporation
Street Address:	52 Sunrise Park Road
Internal Address:	P.O. Box 600
City:	New Hampton
State/Country:	NEW YORK
Postal Code:	10958-0600
Entity Type:	CORPORATION: MARYLAND

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2903129	CHOLTRACK

**CORRESPONDENCE DATA**

Fax Number: (516)822-3582  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 516-822-3550  
 Email: hbmail@hoffmannbaron.com  
 Correspondent Name: Hoffmann & Baron  
 Address Line 1: 6900 Jericho Turnpike  
 Address Line 4: Syosset, NEW YORK 11791

ATTORNEY DOCKET NUMBER:	1001-100
NAME OF SUBMITTER:	Ellen N. Hollcroft
Signature:	/Ellen N. Hollcroft/

**TRADEMARK**

**CH \$40.00 2903129**

Date:

11/06/2007

**Total Attachments: 7**

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**MASTER TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT**

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Pursuant to clause 8.5 (a) of the Sale and Purchase Agreement dated March 30, 2007 (hereinafter "the SPA") between Akzo Nobel Chemicals S.p.A. ("Seller") and Balchem B.V. ("Purchaser")

This Master Trademark and Domain Name Assignment Agreement ("this Agreement") is made as of April 30, 2007 between

AKZO NOBEL CHEMICALS BV, a company organized under the laws of The Netherlands, with a place of business at Stationsstraat 77, 3811 MH Amersfoort, The Netherlands;

AKZO NOBEL NV, a company organized under the laws of The Netherlands, with registered offices at 76 Velperweg, 6824 BM Arnhem, The Netherlands;

Hereinafter collectively referred to as "Assignor"

and

BALCHEM ITALIA S.r.l. a company organized under the laws of Italy, with registered office and place of business at Via del Porto, Marano Ticino (Novara), Italy;

Hereinafter referred to as "Assignee"

**WHEREAS**

(a) The companies collectively referred to as Assignor are all affiliated companies of Akzo Nobel Chemicals S.p.A. and the company referred to as Assignee is a wholly owned subsidiary of Balchem B.V.;

(b) Seller under clause 8.5(a) of the SPA has undertaken to procure that Assignor sells to Assignee, on the terms and conditions of this Agreement, all rights, title and interest in the trademark applications, trademark registrations and domain names as listed in Schedule 4.5 (a) of the SPA and as attached in Exhibit A to this Agreement (hereinafter referred to as the "Trademarks and Domain names") by means of this Agreement;

(c) Assignee, in accordance with the SPA, desires to acquire all rights, title and interest in the Trademarks and Domain names by means of this Agreement; and

(d) Capitalized terms used in this Agreement but not defined herein shall have the meanings given to those terms in the SPA

**NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:**

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, all Assignor's world-wide right, title and interest in the Trademarks and Domain names, together with the goodwill of the business with which the Trademarks and Domain names are used and which is symbolized by the Trademarks and Domain names, along with the right to recover for damages and profits for past and future infringements thereof, the Trademarks and Domain names to be held and enjoyed by Assignee for its own use and behalf and for the use and behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assurance. At any time, or from time to time, after the Closing, but in any event within 6 (six) months after Closing, the Assignee shall prepare and shall take on its own responsibility and on its own costs all such further steps and all such further documents as the Assignee may reasonably require for the purpose of vesting in the full legal ownership and for the purpose of effecting the recording thereof (where appropriate), in the Trademarks and Domain names registries for the Trademarks and Domain names around the world. At the request and at the expense of Assignee, the Assignor shall arrange for appropriate signatures on such documents and, if so needed, notarization and/or legalization thereof.

3. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

4. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, this Agreement shall be interpreted and enforceable as if such provision was severed or limited, but only to the extent necessary to render such provision and this Agreement enforceable.

5. Modification and Waiver. No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing by all the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party granting the waiver.

6. Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of The Netherlands.

The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation. If the matter cannot be resolved in the normal course of business, any interested Party shall give the other Parties written notice of any such dispute not resolved, after which the dispute shall be referred to more managing directors of all Parties, who shall likewise attempt to resolve the dispute.


All disputes, controversies or claims arising out of or in connection with this Agreement, including the breach, termination or invalidity of it, which are unresolved by the Managing Directors of the Assignor and the Assignee pursuant to this clause, shall be


referred to and finally settled in accordance with the UNCITRAL Arbitration Rules (Arbitration Rules of the United Nations Commission of International Trade Laws) then prevailing by one (1) arbitrator appointed in accordance with those Rules. The language of the arbitration shall be English.

IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

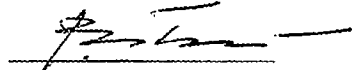
**Signed for and on behalf of Assignor:**

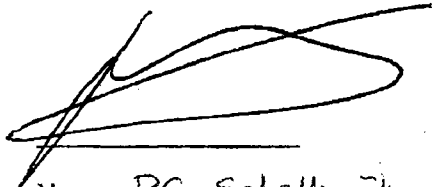
**Akzo Nobel Chemicals B.V.**

By:   
Name: C.W. van Zuijlen  
Title: Director

By:   
Name: W.J. Fuhrmann  
Title: Director

**Akzo Nobel N.V.**

By:   
Name: A.T.A.T. Eijsbouts  
Title: General Counsel

By:   
Name: P.C. Schalkwijk  
Title: Director Intellectual Property

**Signed for and on behalf of Assignee:**

**Balchem Italia S.r.l.**

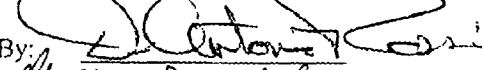
By:   
Name: DINO A. ROSSI  
Title: SOLE DIRECTOR

Exhibit A

4

Domain Name Overview for BU Methyl Amines and Choline Chloride

CARMA.INFO	Akzo Nobel N.V.	Registered	3-aug-01	3-aug-07
CHOLINE.IT	Akzo Nobel Chemicals B.V.	Renewed	19-mai-00	12-mai-07
CHOLINECHLORIDE.COM	Akzo Nobel N.V.	Renewed	22-dec-97	21-dec-07
CHOLINECHLORIDE.EU	Akzo Nobel Chemicals B.V.	Registered	7-apr-06	7-apr-07
CHOLTRACK.BIZ	Akzo Nobel Chemicals B.V.	Renewed	4-apr-02	4-apr-08
CHOLTRACK.COM	Akzo Nobel Chemicals B.V.	Renewed	4-apr-02	4-apr-08
CHOLTRACK.EU	Akzo Nobel Chemicals B.V.	Registered	18-mrt-06	18-mrt-08
CHOLTRACK.INFO	Akzo Nobel Chemicals B.V.	Renewed	4-apr-02	4-apr-08
CHOLTRACK.NET	Akzo Nobel Chemicals B.V.	Renewed	4-apr-02	4-apr-08
CHOLTRACK.NL	Akzo Nobel Chemicals B.V.	Renewed	9-apr-02	4-apr-07
CHOLTRACK.ORG	Akzo Nobel Chemicals B.V.	Renewed	4-apr-02	4-apr-08
METHYLAMINES.COM	Akzo Nobel N.V.	Renewed	20-okt-99	20-okt-08
METHYLAMINES.EU	Akzo Nobel Chemicals B.V.	Registered	7-apr-06	7-apr-07
VITAMINEB4.BIZ	Akzo Nobel N.V.	Renewed	6-nov-01	6-nov-08
VITAMINEB4.EU	Akzo Nobel Chemicals B.V.	Registered	7-apr-06	7-apr-07
VITAMINEB4.INFO	Akzo Nobel N.V.	Renewed	31-okt-01	13-sep-08

Trademark Overview for BU Methyl Amines and Choline Chloride

Trademark	Country	Applicant	Registration No.	Priority No.	Priority Date	Class	Mark Type
CARMA	Benelux	Alzo Nobel Chemicals B.V.	741087	477437	08-feb-10/01		Word
CARMA	Denmark	Alzo Nobel Chemicals B.V.	VA 1992/1191	VR 1992/4083	15-met-12/01		Word
CARMA	France	Alzo Nobel Chemicals B.V.		578606	13-nov-11/01		Word
CARMA	Germany	Alzo Nobel Chemicals B.V.		578606	13-nov-11/01		Word
CARMA	Greece	Alzo Nobel Chemicals B.V.		97858	15-feb-10/01		Word
CARMA	International Registration	Alzo Nobel Chemicals B.V.		578606	13-nov-11/01		Word
CARMA	Ireland	Alzo Nobel Chemicals B.V.		136220	14-feb-07/01		Word
CARMA	Italy	Alzo Nobel Chemicals B.V.		578606	13-nov-11/01		Word
CARMA	Portugal	Alzo Nobel Chemicals B.V.		578606	13-nov-11/01		Word
CARMA	Sweden	Alzo Nobel Chemicals B.V.		232084	03-apr-12/01		Word
CARMA	United Kingdom	Alzo Nobel Chemicals B.V.		1414285	14-feb-17/01		Word
CHOLFRAN	Benelux	Alzo Nobel Chemicals B.V.	867436	409889	18-jul-14/05		Word
CHOLTRACK	Australia	Alzo Nobel Chemicals B.V.		791621	01-okt-12/05, 31		Word
CHOLTRACK	Austria	Alzo Nobel Chemicals B.V.		791621	01-okt-12/05, 31		Word
CHOLTRACK	Benelux	Alzo Nobel Chemicals B.V.	1008864	705589	03-apr-12/05, 31		Word
CHOLTRACK	Brazil	Alzo Nobel Chemicals B.V.	824971833		31		Word
CHOLTRACK	Brazil	Alzo Nobel Chemicals B.V.	824971841		05		Word
CHOLTRACK	China (Peoples Republic)	Alzo Nobel Chemicals B.V.		791621	01-okt-12/05, 31		Word
CHOLTRACK	Croatia	Alzo Nobel Chemicals B.V.		791621	01-okt-12/05, 31		Word
CHOLTRACK	Czech Republic	Alzo Nobel Chemicals B.V.		791621	01-okt-12/05, 31		Word
CHOLTRACK	Denmark	Alzo Nobel Chemicals B.V.		791621	01-okt-12/05, 31		Word
CHOLTRACK	Egypt	Alzo Nobel Chemicals B.V.		791621	01-okt-12/05, 31		Word
CHOLTRACK	Finland	Alzo Nobel Chemicals B.V.		791621	01-okt-12/05, 31		Word
CHOLTRACK	France	Alzo Nobel Chemicals B.V.		791621	01-okt-12/05, 31		Word
CHOLTRACK	Germany	Alzo Nobel Chemicals B.V.		791621	01-okt-12/05, 31		Word
CHOLTRACK	Greece	Alzo Nobel Chemicals B.V.		791621	01-okt-12/05, 31		Word
CHOLTRACK	Hungary	Alzo Nobel Chemicals B.V.		791621	01-okt-12/05, 31		Word
CHOLTRACK	International Registration	Alzo Nobel Chemicals B.V.		791621	01-okt-12/05, 31		Word
CHOLTRACK	Ireland	Alzo Nobel Chemicals B.V.		791621	01-okt-12/05, 31		Word
CHOLTRACK	Italy	Alzo Nobel Chemicals B.V.		791621	01-okt-12/05, 31		Word
CHOLTRACK	Morocco	Alzo Nobel Chemicals B.V.		791621	01-okt-12/05, 31		Word
CHOLTRACK	Norway	Alzo Nobel Chemicals B.V.		791621	01-okt-12/05, 31		Word
CHOLTRACK	Poland	Alzo Nobel Chemicals B.V.		791621	01-okt-12/05, 31		Word



Trademark Overview for BU Methyl Amines and Choline Chloride

CHOLTRACK	Portugal	Akzo Nobel Chemicals B.V.		791621	01-okt-12 05_31	Word
CHOLTRACK	Russian Federation	Akzo Nobel Chemicals B.V.		791621	01-okt-12 05_31	Word
CHOLTRACK	South Africa	Akzo Nobel Chemicals B.V.	2002/15256		02-okt-12 05	Word
CHOLTRACK	South Africa	Akzo Nobel Chemicals B.V.	2002/15257		02-okt-12 31	Word
CHOLTRACK	Spain	Akzo Nobel Chemicals B.V.		791621	01-okt-12 05_31	Word
CHOLTRACK	Sweden	Akzo Nobel Chemicals B.V.		791621	01-okt-12 05_31	Word
CHOLTRACK	Switzerland	Akzo Nobel Chemicals B.V.		791621	01-okt-12 05_31	Word
CHOLTRACK	Turkey	Akzo Nobel Chemicals B.V.		791621	01-okt-12 05_31	Word
CHOLTRACK	United Kingdom	Akzo Nobel Chemicals B.V.		791621	01-okt-12 05_31	Word
CHOLTRACK	United States of America	Akzo Nobel Chemicals B.V.	78/183597	2803128	16-nov-14 05_31	Word
GEOSAF	Italy	Akzo Nobel Chemicals B.V.	MI2006C008600		21-jun-18 05	Word
GREENSAN	Italy	Akzo Nobel Chemicals B.V.	MI2005C013184		15-dec-15 05	Word