

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:	10/10/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rohm and Haas Company		10/10/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CPH Innovations Corp.
Street Address:	311 South Wacker Dr.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0440940	PARAPLEX
Registration Number:	0279547	PARAPLEX

CORRESPONDENCE DATA

Fax Number: (312)698-2975
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: lee.c.bollinger@bakernet.com
 Correspondent Name: Lee Bollinger
 Address Line 1: 130 E. Randolph Dr.
 Address Line 2: One Prudential Plaza, Suite 3500
 Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	22145020-070855
NAME OF SUBMITTER:	Lee Bollinger
Signature:	/Lee Bollinger/

TRADEMARK

CH \$65.00 0440940

Date:

11/28/2007

Total Attachments: 5

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TERMINATION AND TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT is effective October 1, 2005, by and between ROHM AND HAAS COMPANY, a Delaware corporation, with its principal offices at 100 Independence Mall West, Philadelphia, PA 19106-2399 ("RandH"), and CPH INNOVATIONS CORP., an Delaware corporation, with its principal offices at 311 South Wacker Drive, Suite 4700, Chicago, IL 60606 ("CPH").

WHEREAS, RandH and CPH (through its predecessor-in-interest, The C. P. Hall Company) were parties to a Trademark Agreement, dated December 22, 1981, under which RandH licensed to CPH certain rights in and to the PARAPLEX trademark outside the United States; and

WHEREAS, RandH had a continuing obligation to renew registrations of the PARAPLEX trademark in countries listed in Appendices C and D of the Trademark Agreement during the term of the Trademark Agreement; and

WHEREAS, RandH filed new registration applications in 2004 in certain countries, at its expense, in complete satisfaction for any and all liability incurred by CPH as a result of RandH's failure to renew earlier registrations in those countries (the "2004 Applications"); and

WHEREAS, RandH gave notice to CPH by e-mail dated November 5, 2004, of its intent to terminate the Trademark Agreement, and pursuant to Paragraph 3.A. of the Trademark Agreement, gave sixty (60) days notice to CPH to exercise its option to purchase the registrations and registration applications of the PARAPLEX trademark for a reasonable sum; and

WHEREAS, CPH wishes to purchase the PARAPLEX trademarks, goodwill, registrations, and applications ("PARAPLEX properties") from RandH for the consideration detailed below;

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound, the parties agree as follows:

1. The parties hereby agree to terminate the Trademark Agreement and all of the licenses and other rights and obligations created thereby, in consideration of the payments to be made by CPH to RandH to purchase the PARAPLEX properties (specifically including the trademark registrations set forth in the attached Schedule A and the applications set forth in the attached Schedule B).
2. CPH shall pay to RandH the sum of ten thousand dollars (\$10,000.00) and CPH shall assume future costs and fees (both government fees and attorney costs, fees and expenses) related to the 2004 Applications.

- a. CPH shall pay the ten thousand dollars (\$10,000.00) to RandH in two equal installments of five thousand dollars (\$5,000.00) each; the first payment to be made on or before October 1, 2005, the second to be made on or before October 1, 2006.
 - b. The future fees related to the 2004 Applications that CPH shall assume are fees invoiced or incurred from or after July 1, 2005. CPH shall either pay the invoiced amounts to the service provider, or shall reimburse RandH for such amounts if RandH has already paid the service provider directly.
3. In consideration of CPH's obligation to make the payments above and to assume the costs and fees associated with the 2004 Applications, RandH agrees and hereby does assign its entire right, title and interest in and to the PARAPLEX trademarks, the trademark registrations listed in the attached Schedule A and the 2004 Applications (as set forth in the attached Schedule B) to CPH, together with the goodwill associated with the trademarks. RandH shall cooperate with CPH in the execution of documents to effect this assignment. CPH shall bear all expenses related to the preparation and recordation of such assignment documents.
4. CPH acknowledges and agrees that it has assumed full responsibility for the maintenance and renewal of the PARAPLEX trademark registrations (excluding the 2004 Applications) as of January 1, 2005, and full responsibility for the 2004 Applications as of July 1, 2005. RandH agrees to continue to reasonably cooperate with CPH, at CPH's sole expense, with regard to the prosecution, maintenance and renewal of the PARAPLEX trademark registrations (including the 2004 Applications) until such time as all such applications and registrations have been assigned to CPH.
5. By this Agreement, the Trademark Agreement, dated December 22, 1981, shall be considered terminated and all rights and obligations pursuant thereto are deemed discharged.
6. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and shall be binding upon and inure to the benefit of and be enforceable by the successors and permitted assigns of such parties. This Agreement may not be changed, waived, discharged, or terminated except in writing and signed by both parties. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Whenever used herein, the terms "RandH" and "CPH" include affiliates. An affiliate of RandH or CPH shall mean a person controlling, controlled by, or under common control with, as the case may be, RandH or CPH.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the dates written below.

ROHM AND HAAS COMPANY

CPH INNOVATIONS CORP.

By: *Marc S. Adler*
STF

By: *Gary Wentworth*

Name: Marc S. Adler

Name: GARY WENTWORTH

Title: Assistant Secretary

Title: VP & GENERAL MGR.

Date: Nov 8, 2005

Date: 10/10/05

STF/ame:
Coatings (AFC)

PARAPLEX

	A	B	C	D	E	F	G	H
1	PARAPLEX	Denmark	Budde, Schou & Co. A/S	VA195002057	28-Sep-1950	VR195600616	21-Apr-1956	21-Apr-2006
2	PARAPLEX	Indonesia	Widjojo (Oei Tat Hway) CS	109505	29-Apr-1996	406462	29-Apr-1996	29-Apr-2006
3	PARAPLEX	Indonesia	Widjojo (Oei Tat Hway) CS	210327	29-Apr-1996	386430	29-Apr-1996	29-Apr-2006
4	PARAPLEX	Peru	Barreda Moller, Abogados	5338			17-Sep-1991	17-Sep-2006
5	PARAPLEX	South Africa	Bowman Gilfillan John and Kernick		26-Oct-1948	308048/1	26-Oct-1948	26-Oct-2006
6	PARAPLEX	South Africa	Bowman Gilfillan John and Kernick		26-Oct-1948	308048/2	26-Oct-1948	26-Oct-2006
7	PARAPLEX	Venezuela	Bolet & Terrero			F025928	29-Nov-1951	29-Nov-2006
8	PARAPLEX	Venezuela	Bolet & Terrero	1951008835		F025930	30-Nov-1951	30-Nov-2006
9	PARAPLEX	Argentina	Marval, O'Farrell & Mairal	2518018	31-May-2004			
10	PARAPLEX	Australia	Davies Collison Cave		16-Feb-1949	A97923	16-Feb-1949	16-Feb-2015
11	PARAPLEX	Austria	Barger, PISO & Partner	AM37302004	27-May-2004	219047	30-Jul-2004	30-Jul-2014
12	PARAPLEX	Bangladesh	Remify & Son, Bangladesh			6280	27-Jun-1962	27-Jun-2014
13	PARAPLEX	Belgium	Gevers & Partners	12720	27-Sep-1971	62864	27-Sep-1971	27-Sep-2008
14	PARAPLEX	Belgium	Gevers & Partners	32513	03-May-1973	318947	03-May-1973	03-May-2013
15	PARAPLEX	Brazil	Daniel Advogados				20-Jul-1958	20-Jul-2008
16	PARAPLEX	Brazil	Daniel Advogados	826311075	10-Mar-2004	007567863		
17	PARAPLEX	Canada	Gowling Strathy & Henderson	153889	19-Mar-1931	51808	19-Mar-1931	19-Mar-2016
18	PARAPLEX	Chile	Estudio Federico Villaseca	124518	16-Apr-1943	684156	11-Jun-1943	26-Jan-2014
19	PARAPLEX	Colombia	Caveiler Abogados	04052101	03-Jun-2004	290939	14-Dec-2004	14-Dec-2014
20	PARAPLEX	Costa Rica	Zurcher, Montoya & Zurcher	39502	22-May-1974	48162	12-Sep-1974	12-Sep-2009
21	PARAPLEX	Costa Rica	Zurcher, Montoya & Zurcher	39500		48161	12-Sep-1974	12-Sep-2009
22	PARAPLEX	Finland	Berggren Oy AB	T200401373	22-May-1974	48161	12-Sep-1974	12-Sep-2009
23	PARAPLEX	France	Cabinet Beau de Lomenie	INPI951806	26-May-2004	232210	31-Jan-2005	31-Jan-2015
24	PARAPLEX	Germany	Muller-Bore & Partner	R1384	01-Sep-1988	1486306	01-Sep-1988	31-Aug-2008
25	PARAPLEX	Germany	Muller-Bore & Partner	R30180/1	29-Sep-1950	635980	18-Mar-1953	29-Sep-2010
26	PARAPLEX	Germany	Muller-Bore & Partner		09-May-1973	983378	19-Nov-1979	09-May-2013
27	PARAPLEX	Greece	Patrinos & Killmiris	149863	22-Jul-2004			
28	PARAPLEX	Honduras	Lic Daniel Casco L.	1021804	10-Jun-2004	92541	29-Nov-2004	29-Nov-2014
29	PARAPLEX & Chinese	Hong Kong	Deacons Graham & James		20-Feb-1964	22765	20-Feb-1964	20-Feb-2013
30	PARAPLEX	India	Remify & Sagar		25-Aug-1955	170525	25-Aug-1955	25-Aug-2014
31	PARAPLEX in	India	Remify & Sagar					
32	Hindi	India	Remify & Sagar		20-Mar-1969	255524	20-Mar-1969	20-Mar-2014
33	PARAPLEX	Iran	Saba & Co. Lebanon	83031652	17-Jun-2004	116215	17-Jun-2004	17-Jun-2014
34	PARAPLEX	Ireland	F.R. Kelly & Co.		26-Sep-1972	80744	26-Sep-1972	26-Sep-2007

PARAPLEX

	A	B	C	D	E	F	G	H
1	PARAPLEX	Ireland	F.R. Kelly & Co.		19-Jul-1956	59003	19-Jul-1956	19-Jul-2008
35	PARAPLEX	Israel	Reinhold Cohn and Partners		01-Sep-1972	36103	01-Sep-1972	01-Sep-2007
36	PARAPLEX	Italy	Jacobacci & Perani		01-Mar-1949	872161	01-Mar-1949	01-Mar-2009
37	PARAPLEX	Italy	Jacobacci & Perani		11-Dec-1972	636073	11-Dec-1972	28-Mar-2012
38	PARAPLEX	Japan	Senda Patent Bureau	201011953	01-Aug-1953	445545-1	28-May-1954	28-May-2014
39	PARAPLEX in							
40	Katakana	Japan	Senda Patent Bureau	285761857	14-Oct-1957	519988-1	09-May-1958	09-May-2008
41	PARAPLEX	Korea, Republic of	C&S Patent and Law Office	2651967	08-Feb-1967	12841	08-Mar-1967	08-Mar-2007
42	PARAPLEX	Korea, Republic of	C&S Patent and Law Office	837578	03-Jun-1983	103025	14-Jul-1984	14-Jul-2014
43	PARAPLEX	Malaysia	Drew & Napier		29-Jun-1990	37996	29-Jun-1990	29-Jun-2011
44	PARAPLEX	New Zealand	A.J. Park & Son		25-Aug-1955	56997	25-Aug-1955	25-Aug-2014
45	PARAPLEX	Nicaragua	Caldera & Solano Compania Limi	M192002524	25-Jan-1975	2524	25-Jan-1975	25-Jan-2015
46	PARAPLEX	Norway	Bergen Patentkonitor AVS	45168	18-Feb-1949	37977	18-Feb-1949	18-Feb-2009
47	PARAPLEX	Pakistan	Remfry & Son, Pakistan.	37172	27-Jun-1962	37172	27-Jun-1962	27-Jun-2014
48	PARAPLEX	Panama	Benedetti & Benedetti	22129	20-Jun-1977	22119	14-Mar-1978	14-Mar-2008
49	PARAPLEX	Philippines	Zobella & Co.	4200404707	31-May-2004			
50	PARAPLEX	Portugal	J E Dias Costa Lda		26-Aug-1953	123333	15-Jul-1954	15-Jul-2014
51	PARAPLEX	Serbia and Montenegro	v. Funer Ebbinghaus Finck Hano	Z 407171	29-Sep-1972	22834	05-Feb-1978	05-Feb-2008
52	PARAPLEX	Spain	Herrero & Asociados	511797	20-Aug-1966	511797	24-Oct-1968	24-Oct-2008
53	PARAPLEX	Spain	Herrero & Asociados		14-Nov-1992	692910	14-Nov-1992	14-Nov-2012
54	PARAPLEX	Sri Lanka	Julius & Creasy	119599	09-Jun-2004			
55	PARAPLEX	Sweden	Awapatent AB		26-Apr-1947	55094	08-Oct-1948	08-Oct-2008
56	PARAPLEX	Sweden	Awapatent AB	197302282	03-May-1973	152869	03-Oct-1975	03-Oct-2015
57	PARAPLEX	Switzerland	E. Blum & Co.		16-May-1989	372571	16-May-1989	16-May-2009
58	PARAPLEX	Taiwan	Lee and LI			9287	01-Aug-1959	01-Aug-2009
59	PARAPLEX	Thailand	Tilleke & Gibbons International Ltd.	554856	08-Jun-2004	TM210633	17-Jan-2005	08-Jun-2014
60	PARAPLEX	Turkey	Stock Industrial Property Services		27-Jan-1977	95705	27-Jan-1977	27-Jan-2007
61	PARAPLEX	United Kingdom	Murgitroyd & Company	998904	25-Sep-1972	998904	25-Sep-1972	25-Sep-2007
62	PARAPLEX	United Kingdom	Murgitroyd & Company	681208	21-Jul-1949	681208	21-Jul-1949	21-Jul-2008
63	PARAPLEX	United States	Murgitroyd & Company	71507853	22-Aug-1946	0440940	12-Oct-1948	12-Oct-2008
64	PARAPLEX	United States		71304579	18-Aug-1930	0279547	20-Jan-1931	20-Jan-2011
65	PARAPLEX	United States		73347185	25-Jan-1982	1252592	04-Oct-1983	04-Oct-2013
66	PARAPLEX	Uruguay	Fox & LaPenne	157256		325235	11-Sep-1990	11-Sep-2010
67								