

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Reheis, Inc.		02/08/2008	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	General Chemical LLC
<b>Street Address:</b>	90 E. Halsey Road
<b>City:</b>	Parsippany
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07054
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	0649510	CHLORACEL
Registration Number:	0859915	F-1000
Registration Number:	0924955	MICRO-DRY
Registration Number:	2578617	NUTRI-K
Registration Number:	2739638	PHARMA-K
Registration Number:	1443751	REACH
Registration Number:	1381947	REACH 501
Registration Number:	1176716	REDERM
Registration Number:	1449131	REHATEX
Registration Number:	1026485	REHYDRAGEL
Registration Number:	2093013	REHYDRAGEL
Registration Number:	3290280	THE ACTIVE COMPANY

**CORRESPONDENCE DATA**

**CH \$315.00 0649510**

Fax Number: (973)515-3244  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (973) 515-2453  
Email: aplantamura@genchemcorp.com  
Correspondent Name: General Chemical  
Address Line 1: 90 E. Halsey Road  
Address Line 2: Arthur J. Plantamura  
Address Line 4: Parsippany, NEW JERSEY 07054

ATTORNEY DOCKET NUMBER:	REHEIS TO GCLLC TRADEMARK
NAME OF SUBMITTER:	Arthur J. Plantamura
Signature:	/AJP/
Date:	03/07/2008

**Total Attachments: 9**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of February 8, 2008, by and among Reheis, Inc., a Delaware corporation ("Assignor"), and General Chemical LLC, a Delaware limited liability company ("Assignee").

WHEREAS, GenTek Inc., a Delaware corporation ("GenTek"), indirectly owns all of the outstanding capital stock and equity interests, as applicable, in Assignor and Assignee;

WHEREAS, GenTek, Assignee and other subsidiaries of GenTek, intend to enter a stock purchase agreement with SRL Acquisition Corporation, a Delaware corporation ("Buyer"), pursuant to which Buyer will purchase all of the outstanding capital stock of Assignor (the "Proposed Sale");

WHEREAS, in connection with the Proposed Sale, Assignor intends to sell, convey, assign, transfer and deliver to Assignee, and Assignee intends to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to certain intellectual property set forth on Exhibit A and Exhibit B (collectively, the "Transferred Intellectual Property").

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Assets. Assignor hereby transfers, conveys, assigns and delivers to Assignee, all of Assignor's right, title and interest in, to and under the Transferred Intellectual Property. Concurrently with the execution of this Assignment, the Assignor agrees to execute assignments set forth on Exhibit A ("Assignment of Trademarks") and Exhibit B ("Patent Assignment"). At any time and from time to time after the date hereof, at Assignee's reasonable request and without further consideration therefor, Assignor shall execute, acknowledge and deliver to Assignee such other deeds, endorsements, consents, instruments of conveyance and such other documents and instruments and take such other actions in order to more effectively consummate the purchase, sale, conveyance, assignment, transfer and delivery to Assignee of the Transferred Intellectual Property, to vest in Assignee good right, title and interest in, to and under such Transferred Intellectual Property and to enable Assignee to protect, maintain, exercise and enjoy all rights and benefits of appurtenant thereto.

2. Miscellaneous Provisions.

(a) Further Assurances. Each party agrees that it will, upon the reasonable request of the other party hereto, without any additional consideration, execute and deliver any other documents or instruments of any kind or character and perform any acts, that may be reasonably necessary or desirable to properly carry out the terms and provisions of this Assignment.

(b) Amendment and Modification. This Assignment may not be amended, except by an instrument in writing signed on behalf of Assignee and Assignor.

(c) Descriptive Headings. The descriptive headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning, construction or interpretation of this Assignment.

(d) Governing Law. This Assignment shall be governed by, and shall be construed and enforced in accordance with, the internal laws, and not the laws governing conflicts of law (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law), of the State of New York without regard to the laws of any other jurisdiction governing conflicts of laws.

(e) Counterparts; Facsimile Signature. This Assignment may be executed in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when all counterparts have been signed by each of the parties and delivered to the other parties, it being understood that the parties need not sign the same counterpart. Any party may execute this Assignment by facsimile signature, and the other parties will be entitled to rely on such facsimile signature as conclusive evidence that this Assignment has been duly executed by such party.

*[Signature Page Follows]*

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

Reheis, Inc.:

General Chemical LLC:

By: 

By: 

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment of Trademarks"), is made as of February 8, 2008, by Reheis, Inc., a Delaware corporation, (hereinafter "Assignor").

WHEREAS, Assignor, is the owner of the trademarks and registrations set forth on Schedule A hereto together with all translations and adaptations (collectively the "Marks");

WHEREAS, General Chemical LLC, a Delaware limited liability company, (hereinafter "Assignee"), is desirous of acquiring all right, title and interest in and to the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby assign unto said Assignee all of Assignor's right, title, and interest in and to said Marks and said registration therefor in the United States and throughout the world, as applicable, together with all common law rights and the goodwill of the business symbolized thereby, and together with the right to sue for and recover damages and profits for past, present and future infringements thereof, if any, and the right to maintain and prosecute trademark registrations and applications for the Marks.

The Assignor undertakes at the request and expense of the Assignee to do all acts and execute all documents which may be reasonably necessary to confirm the title of the Assignee to the Marks assigned, whether in connection with any registration of such title or otherwise.

In the event that Assignee is unable for any reason to secure Assignor's signature to any document that it is entitled to hereunder, Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Marks that may have accrued in Assignor's favor from the respective date of first use of any of the Marks to the effective date of this Assignment of Trademarks. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

*[Signature Page Follows]*

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

ASSIGNOR: REHEIS, INC.

By: [Signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NJ )

COUNTY OF MORRIS ) ss

On this 8<sup>TH</sup> day of FEBRUARY, 2008 before me appeared \_\_\_\_\_

JAMES IMBRIACO, the person who signed this instrument, who acknowledged that he signed it as a free act on his own behalf and on behalf of the identified corporation with authority to do so.

[Signature]

Notary Public

May E. Culver  
Notary Public  
State of NJ  
My Comm. Exp. 10-21-11

My Commission Expires:

ASSIGNEE: GENERAL CHEMICAL LLC

By: [Signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ANNEX B

Trademark Files

Country	Mark	Registration Number	Registration Date	Expiration Date
GREAT BRITAIN	CHLORACEL	926661	6/14/2003	6/14/2013
U.S.	CHLORACEL	649510	8/6/1977	8/6/2017
U.S.	F-1000	859915	11/12/1968	11/12/2008
U.S.	MICRO-DRY	924955	12/7/1971	12/7/2011
U.S.	NUTRI-K	2578617	6/11/2002	6/11/2012
U.S.	PHARMA-K	2739638	7/22/2003	7/22/2013
AUSTRALIA	REACH	A434954	4/19/1988	10/21/2016
BENELUX	REACH	415529	8/14/1986	10/21/2015
FINLAND	REACH	99192	8/20/1987	8/20/2017
FRANCE	REACH	1328633	10/28/1985	10/31/2015
GERMANY	REACH	1097686	10/21/1986	10/31/2015
GREAT BRITAIN	REACH	1252503	6/3/1988	10/18/2016
IRELAND	REACH	117353	12/22/1986	10/21/2016
SWEDEN	REACH	205223	4/3/1987	4/3/2017
SWITZERLAND	REACH	350310	1/28/1987	10/21/2015
U.S.	REACH	1443751	6/23/1987	6/23/2017
U.S.	REACH 501	1381947	2/11/1986	2/11/2016
U.S.	REDERM	1176716	11/10/1981	11/10/2011
U.S.	REHATEX	1449131	7/28/1987	7/28/2017
U.S.	REHYDRAGEL	1026485	12/9/1975	12/9/2015
U.S.	REHYDRAGEL(2)	2093013	9/2/1997	9/2/2017
U.S.	THE ACTIVE COMPANY	3290280	9/11/2007	9/11/2017



Exhibit B

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Patent Assignment"), is made as of February 8, 2008 by Reheis, Inc., a Delaware corporation, (hereinafter "Assignor").

WHEREAS, Assignor, is the sole owner of the entire right, title and interest in and to the patents and patent applications listed in Schedule A hereto (the "Patents");

WHEREAS, General Chemical LLC, a Delaware limited liability company (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in, to, and under said Patents.

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, its successor and assigns, Assignor's entire right, title and interest in and to the Patents and the underlying inventions, including without limitation the right to maintain and prosecute the Patents and the right of priority to file and prosecute corresponding applications in any and all countries, the rights to any divisions, continuations, continuations-in-part, reissues, reexaminations, re-registrations, renewals and extensions with respect thereto, and any and all right of Assignor to sue for and recover damages for any past, present or future infringement thereof; the Patents to be held solely by Assignee, its successors or assigns.

The Assignor undertakes at the request and expense of the Assignee to do all acts and execute all documents which may be necessary to confirm the title of the Assignee to the Patents assigned, whether in connection with any registration of such title or otherwise in any jurisdiction worldwide.

In the event that Assignee is unable for any reason to secure Assignor's signature to any document that it is entitled to hereunder, Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

*[Signature Page Follows]*

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

ASSIGNOR: REHEIS, INC.

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

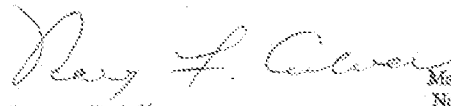
STATE OF NJ )

COUNTY OF MORRIS ) ss

On this 8<sup>TH</sup> day of FEBRUARY, 2008, before me appeared \_\_\_\_\_

JAMES IMBRICCO, the person who signed this instrument, who acknowledged

that he signed it as a free act on his own behalf and on behalf of the identified corporation with authority to do so.

  
Notary Public

Mary F. Calver  
Notary Public  
State of NJ  
My Comm. Exp. 10-21-11

My Commission Expires:

ASSIGNEE: GENERAL CHEMICAL LLC

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ANNEX A

PATENT FILES

COUNTRY	PATENT OR SERIAL NUMBER	ISSUED OR FILED DATE	TITLE
U.S.	6803401	10/12/2004	HALOGEN SCAVENGER FOR OLEFIN FORMULATIONS
PCT	PCT/US07/75433	8/8/2007	POLYALUMINUM CALCIUM HYDROXYCHLORIDES AND METHODS OF MAKING THE SAME
U.S.	11/633998	12/5/2006	POLYALUMINUM CALCIUM HYDROXYCHLORIDES AND METHODS OF MAKING THE SAME
PCT	PCT/US06/060150	10/23/2006	PROCESS FOR PRODUCING STABLE POLYALUMINUM HYDROXYCHLORIDE AND POLYALUMINUM HYDROXYCHLOROSULFATE AQUEOUS SOLUTIONS
U.S.	11/163830	10/21/2005	PROCESS FOR PRODUCING STABLE POLYALUMINUM HYDROXYCHLORIDE AND POLYALUMINUM HYDROXYCHLOROSULFATE AQUEOUS SOLUTIONS