## 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           |
|------------------------------|----------|----------------|-----------------------|
| BP AMOCO CHEMICAL<br>COMPANY |          | 04/01/2005     | CORPORATION: DELAWARE |

## **RECEIVING PARTY DATA**

| Name:           | O&D USA LLC                         |
|-----------------|-------------------------------------|
| Street Address: | 200 E. Randolph Dr.                 |
| City:           | Chicago                             |
| State/Country:  | ILLINOIS                            |
| Postal Code:    | 60601                               |
| Entity Type:    | LIMITED LIABILITY COMPANY: DELAWARE |

## PROPERTY NUMBERS Total: 4

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 0926607 | BAREX     |
| Registration Number: | 2236567 | BAREX     |
| Registration Number: | 1507660 | PANALANE  |
| Registration Number: | 1941812 | SILKFLO   |

## **CORRESPONDENCE DATA**

Fax Number: (816)412-9393

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

Phone: 816.842.8600

Email: TRADEMARK@STINSON.COM

Correspondent Name: PENNY R. SLICER

Address Line 1: 1201 WALNUT, SUITE 2800

Address Line 2: STINSON TRADEMARK ADMINISTRATOR
Address Line 4: KANSAS CITY, MISSOURI 64106-2150

ATTORNEY DOCKET NUMBER: 803912-0003

TRADEMARK

REEL: 003790 FRAME: 0345

CH \$115.

900108236

| NAME OF SUBMITTER:   | Penny Slicer                          |
|--|---------------------------------------|
| Signature:   | /Penny Slicer/                        |
| Date:  | 06/05/2008                            |
| Total Attachments: 6 source=Assignment between BP Amoco Ch | nemical Co. to O&D USA LLC #page1.tif |

source=Assignment between BP Amoco Chemical Co. to O&D USA LLC #page1.tif source=Assignment between BP Amoco Chemical Co. to O&D USA LLC #page2.tif source=Assignment between BP Amoco Chemical Co. to O&D USA LLC #page3.tif source=Assignment between BP Amoco Chemical Co. to O&D USA LLC #page4.tif source=Assignment between BP Amoco Chemical Co. to O&D USA LLC #page5.tif source=Assignment between BP Amoco Chemical Co. to O&D USA LLC #page6.tif

Dated: 1 April 2005

BP Amoco Chemical Company (the surviving entity of the merger between BP Amoco Chemical Company and BP Chemicals Inc)

and

**O&D USA LLC** 

# REGISTERED MARK ASSIGNMENT AGREEMENT

United States of America

## Linklaters

One Silk Street London EC2Y 8HQ

Telephone (44-20) 7456 2000 Facsimile (44-20) 7456 2222

Ref C.Dove/L-068735

This Agreement is made the 1st day of April 2005

#### Between

- (1) BP Amoco Chemical Company (the surviving entity of the merger between BP Amoco Chemical Company and BP Chemicals Inc) a company incorporated in Delaware with registered number 0395922, whose registered office is at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 (the "Assignor"); and
- (2) O&D USA LLC, a limited liability company organized under the laws of the State of Delaware, USA, whose principal office is at 200 E. Randolph Drive, Chicago, Illinois, USA 60601 (the "Assignee").

#### Whereas:

- (A) The Assignor is the owner of the Trade Marks.
- (B) The Assignor has agreed to assign to the Assignee all of its rights, title and interest in and to the Trade Marks upon the terms set out in this Agreement.

It is agreed as follows:

#### 1 Definitions

In this Agreement, "Trade Marks" means the registered trade marks and applications for registration listed in the Schedule to this Agreement, together with the goodwill of the business in the products for which, and to the extent only that, such trade marks are used.

### 2 Assignment

In consideration of the sum of ten US dollars (US\$10), receipt of which is acknowledged, the Assignor hereby assigns to the Assignee all of its rights, title and interest in and to the Trade Marks, including without limitation:

- 2.1 all rights of action, powers and benefits in respect of the Trade Marks; and
- 2.2 the right to seek and recover damages and all other remedies for any past infringement of the Trade Marks.

#### 3 Further Assurance

The Assignor shall, at its own expense, execute all documents and do all such acts and things as may be reasonably requested by the Assignee in order to give legal effect to the assignment of the Trade Marks to the Assignee.

### 4 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with English law and the courts of England shall have jurisdiction over any disputes arising out of or in connection with this Agreement.

In witness whereof this Agreement has been entered into on the date stated at the beginning.

SIGNED by Logica william bard as Attorney on behalf of BP AMOCO CHEMICAL COMPANY (THE SURVIVING ENTITY OF THE MERGER BETWEEN BP AMOCO CHEMICAL COMPANY AND BP CHEMICALS INC)

fl. Bod

SIGNED by STEPHEN K LEE as Attorney on behalf of O&D USA LLC

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## Schedule

## The Trade Marks

A04913984/0.2/19 Mar 2005

| United States                   | of America                   | _                           |           |                  |             |     |            |
|---------------------------------|------------------------------|-----------------------------|-----------|------------------|-------------|-----|------------|
| BP AMOCO<br>CHEMICAL<br>COMPANY | A Q<br>DESIGN                | United States<br>of America | 73/628352 | 1455953          | 8 Sep 1987  | 1   | Registered |
| BP AMOCO<br>CHEMICAL<br>COMPANY | AMODRILL<br>BIRD-SUN<br>LOGO | United States<br>of America | 76/298202 | 2660730          | 10 Dec 2002 | 1   | Registered |
| BP AMOCO<br>CHEMICAL<br>COMPANY | BAREX                        | United States<br>of America | 368668    | 926607           | 11 Jan 1972 | 1   | Registered |
| BP AMOCO<br>CHEMICAL<br>COMPANY | BAREX                        | United States<br>of America | 75/367537 | 2236567          | 6 Apr 1999  | 1 . | Registered |
| BP AMOCO<br>CHEMICAL<br>COMPANY | DURASYN                      | United States of America    | 74/540873 | 1967 <b>37</b> 3 | 9 Apr 1996  | 1,4 | Registered |
| BP AMOCO<br>CHEMICAL<br>COMPANY | GEMINOX                      | United States<br>of America | 76/178802 | 2851216          | 8 Jun 2004  | 1   | Registered |
| BP AMOCO<br>CHEMICAL<br>COMPANY | GEMINOX &<br>DESIGN          | United States of America    | 76/348702 | 2836931          | 27 Apr 2004 | 1   | Registered |
| BP AMOCO<br>CHEMICAL<br>COMPANY | INDOPOL                      | United States<br>of America | 71/503399 | 436150           | 27 Jan 1948 | 1   | Registered |
| BP AMOCO<br>CHEMICAL<br>COMPANY | PANALANE                     | United States<br>of America | 73/718511 | 1507660          | 11 Oct 1988 | 1   | Registered |
| BP AMOCO<br>CHEMICAL<br>COMPANY | POLYCALC                     | United States of America    | 75/804073 | 2379473          | 22 Aug 2000 | 1   | Registered |
| BP AMOCO<br>CHEMICAL<br>COMPANY | SILKFLO                      | United States of America    | 74/539984 | 1941812          | 12 Dec 1995 | 1   | Registered |

| United States | of America |                             |           |         |             |   |            |
|---------------|------------|-----------------------------|-----------|---------|-------------|---|------------|
| BP CHEMICALS  | BAREX 210  | United States of America    | 456293    | 983609  | 14 May 1974 | 1 | Registered |
| BP CHEMICALS  | GEMX       | United States<br>of America | 75/645701 | 2332039 | 21 Mar 2000 | 1 | Registered |

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