Form PTO-1594 (Rev. 07/05) OMB Collection 0651-0027 (exp. 7/31/2008) U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

· · · ·	RECORDATION FORM COVER SHEET TRADEMARKS ONLY				
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.					
1. Name of conveying party(ies): Crompton Manufacturing Company, Inc. Individual(s) Association General Partnership Limited Partnership Corporation- State: New Jersey Other Citizenship (see guidelines) Additional names of conveying parties attached? Yes No 3. Nature of conveyance //Execution Date(s): Execution Date(s) December 31, 2000 Assignment Merger Security Agreement Change of Name Other Corrective Assign. see attached 4. Application number(s) or registration number(s) and	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? Name: Uniroyal Chemical Company, Inc. Internal Address: Street Address: Benson Road City: Middlebury State: CT Country: USA Zip: 06749 Association Citizenship General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Corporation Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)				
A. Trademark Application No.(s) C. Identification or Description of Trademark(s) (and Filing	B. Trademark Registration No.(\$) 0862225 Additional sheet(s) attached? Yes No				
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Alaine Doolan	6. Total number of applications and registrations involved:				
Internal Address: Chemtura Corporation Benson Road Street Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40 Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed				
City: Middlebury State: CT Zip: 06749 Phone Number: 203-573-2960 Fax Number: 203-573-4430 Email Address: alaine.doolan@chemtura.com 9. Signature:	8. Payment Information: a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number 232656 Authorized User Name				
Signature Alaine Doolan Name of Person Signing	Date Total number of pages including cover sheet, attachments, and document: 6				

Attachment

Section 3 – Nature of Conveyance / Execution Date(s):

Other - Corrective Assignment, recorded at Reel / Frame 003775 / 0598.

To correct the Nature of Conveyance from an "Assignment of an Undivided Part of Assignor's Interest" to an "Assignment of the entire interest and the goodwill."

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D:ALAINE DOOLAN COMPANY; BENSON ROAD

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1 06/17/2008 900109082

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignment of an undivided part of assignor's interest previously recorded on Real 003775 Frame 0598. Assignor (s) hereby confirms the Assignment of the entire interest and goodwill.		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crompton Manufacturing Company, Inc.		12/31/2000	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Uniroyal Chemical Company, Inc.				
Street Address:	Benson Road				
City:	Middlebury				
State/Country:	CONNECTICUT				
Postal Code:	06749				
Entity Type:	CORPORATION: DELAWARE				

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0862225	VITAVAX

CORRESPONDENCE DATA

Fax Number: (203)573-4430

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

Phone: 203-573-2960

Email: alaine.doolan@chemtura.com

Correspondent Name: Alaine Doolan

Address Line 1: Benson Road

Address Line 4: Middlebury, CONNECTICUT 06749

ATTORNEY DOCKET NUMBER:	VITAVAX 934026
NAME OF SUBMITTER:	Alaine Doolan
Signature;	/Alaine Doolan/

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O:ALAINE DOOLAN COMPANY:BENSON ROAD

TRADEMARK ASSIGNMENT						
Electronic Version v Stylesheet Version			05/12/2008 900106272			
SUBMISSION TYPE		NEW ASSIGNMENT				
NATURE OF CONVE	NATURE OF CONVEYANCE:		ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST			
CONVEYING PARTY DATA						
Name	ė		Formerly	Execution Date	Entity Type	
Crompton Manufactu	uring Company,			12/31/2000	CORPORATION: NEW JERSEY	
RECEIVING PARTY	DATA					
Name:	Uniroyal Chem	nical C	ompany, Inc.		"	
Street Address:	Benson Road					
City:	Middlebury	•			···	
State/Country:	CONNECTICL	JΤ				
Postal Code:	06749	•	<u></u>			
Entity Type:	CORPORATIO	N: DE	LAWARE			
PROPERTY NUMBER	RS Total: 1	_				
Property Type	Numt	ber -	1	Word Mark		
Registration Number						
CORRESPONDENCE DATA						
Fax Number:	(203)573-	4430				
			en the fax attempt is unsucce	eefii		
Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: 203-573-2960						
Emaji: alaine,doolan@chemtura,com						
Correspondent Name: Alaine Doolan						
Address Line 1: Benson Road Address Line 4: Middlebury, CONNECTICUT 06749						
ATTORNEY DOCKET NUMBER: VITAVAX 934026						
NAME OF SUBMITTE	ME OF SUBMITTER: Alaine Doolan					
Signature:			/Alaine Doolan/			
Date:	ate: 05/12/2008					
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<u>ASSIGNMENT AGREEMENT</u>

This ASSIGNMENT AGREEMENT ("Agreement"), effective as of midnight on December 31, 2000 (the "Effective Date"), is made and entered into by and between Crompton Manufacturing Company, Inc., a New Jersey corporation formerly known as Uniroyal Chemical Company, Inc. and having an address at Benson Road, Middlebury, CT 06749 ("CMCP") and Uniroyal Chemical Company, Inc., a Delaware corporation and having an address at Benson Road, Middlebury, CT 06749 ("Recipient").

WHEREAS, CMCI is the owner of all right, title and interest in and to the intellectual property described on <u>Schedule A</u> (the "<u>Intellectual Property</u>") attached hereto; and

WHEREAS, CMCI desires to transfer the Intellectual Property to Recipient and Recipient desires to accept such transfer and assume all rights and obligations of CMCI associated with the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration as more particularly set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignment. CMCI hereby grants, bargains, sells, conveys, assigns, transfers and delivers all of the Intellectual Property to Recipient, including without limitation, the right to any registrations, continuations, continuations-in-part, divisionals, reissues or reexaminations thereof, the right to prosecute any applications thereof, the right to have any registrations, continuations, continuations-in-part, divisionals, reissues or reexaminations thereof issue in the name of the Recipient, the right to file for registration thereof in any country in the world with the full benefit of any priorities which may now or in the future be granted by law or by treaty, the right to apply for and obtain any renewal of any registrations thereof, the right to sue for past and future infringement and the right to the goodwill of the business symbolized thereby, and Recipient hereby accepts such intellectual Property.
- 2. Encumbered Intellectual Property. In the event the Intellectual Property includes any Intellectual Property which can not be freely transferred, sold, assigned or otherwise conveyed by CMCI to Recipient without the consent of, or notice to, any third party which is not an affiliate of CMCI, such Intellectual Property shall be assigned hereunder only to the extent, and only from and after such time as, CMCI shall have obtained the requisite consent or delivered the requisite notice to the appropriate third party or parties (the "Encumbered Intellectual Property"). From and after the Effective Date, CMCI shall, to the greatest extent permitted, hold Encumbered Intellectual Property for the exclusive use and benefit of Recipient until the required notice has been given or consent obtained. Upon the giving of such notice or obtaining of such consent with respect to any Encumbered Intellectual Property, no further conveyance or assignment shall be required between the parties with respect to the Encumbered Intellectual Property, but full and complete title to such Intellectual Property shall automatically become vested in Recipicat by virtue of this Agreement.
- 3. Consideration. This Assignment is given to the Recipient in consideration for stock pursuant to Section 351 of the Internal Revenue Code wherein CMCI wholly owns

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Recipient and additional shares will not be issued pursuant to this transfer, with this transfer being treated as a contribution to capital to Recipient pursuant to Section 118 of the Internal Revenue Code.

- 4. Representations and Warranties. This Agreement is subject to the terms and conditions of that certain Conveyance Agreement, dated of equal date herewith, by and between CMCI and Recipient (the "Conveyance Agreement") and the respective representations, warranties, covenants, agreements and obligations made in the Conveyance Agreement are incorporated herein by reference, constitute an integral part of this Agreement and shall survive the execution and delivery of this Agreement.
- 5. Further Assurances. From time to time after the date hereof, and without any further consideration, each party agrees to execute and deliver such instruments of conveyance, assignment, transfer and delivery, and take such other action, as the other may reasonably request in order more effectively to vest in Recipient beneficial and record title to the Intellectual Property and to put Recipient in actual possession and operating control of such Intellectual Property.
- 6. Miscellaneous. Regardless of when executed, this Agreement shall be effective as of midnight on December 31, 2000. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut, without regard to its conflict of law principles.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

CROMPTON MANUFACTURING COMPANY, INC.

Name: Daniel Reitenbach
Title: Assistant Secretary

UNIROYAL CHEMICAL COMPANY, INC.

Name: Daniel Reltenback Title: Assistant Secretary

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

The foregoing instrument was acknowledged before me this 8th day of November 2001, by Daniel Reitenbach of Crompton Manufacturing Company, Inc. as his act and deed, and

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the free act and deed of said corporation.

Notary Public

My commission expires;

PATRICIDJ. KOJZLET NOTARY PUSČIC

NOTARY POSCIC My Commission Explos Feb. 26, 2002

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

The foregoing instrument was acknowledged before me this (2001) day of Movem Dec. 2001, by Daniel Reitenbach of Uniroyal Chemical Company, Inc. as his act and deed, and the

free act and deed of said corporation.

Notary Public

My commission expires:

PATRICIA J. KNIZLEY NOTARY PUBLIC

My Commission Expires Feb. 28, 2002

SCHEDULE A

Mark Mark	Registration Number		
VITAVAX	0862225		

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J:ALAINE DOOLAN COMPANY:BENSON ROAD

<u>ASSIGNMENT AGREEMENT</u>

This ASSIGNMENT AGREEMENT ("Agreement"), effective as of midnight on December 31, 2000 (the "Riffective Data"), is made and entered into by and between Crompton Manufacturing Company, Inc., a New Jersey corporation formerly known as Universal Chemical Company, Inc., and having an address at Benson Road, Middlebury, CT 06749 ("CMCI") and Universal Chemical Company, Inc., a Delaware corporation and having an address at Benson Road, Middlebury, CT 06749 ("Registent").

WHEREAS, CMCI is the owner of all right, title and interest in and to the intellectual property described on Schedule A (the "Intellectual Property") attacked horsin; and

WHEREAS, CMCI desires to transfer the intellectual Property to Recipient and Recipient desires to accept such transfer and assume all rights and obligations of CMCI associated with the limitectual Property.

NOW, THEREFORE, for good and valuable consideration as more particularly set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Assignment. CMCT hereby grants, bergains, sella, conveys, assigns, transfers and delivers all of the Intellectual Property to Recipient, including without limitation, the right to any registrations, continuations, continuations-in-part, divisionals, releases or reexaminations thereof, the right to prosecute any applications thereof, the right to have any registrations, continuations, continuations-in-part, divisionals, releases or reexaminations thereof issue in the name of the Recipient, the right to file for registration thereof in any country in the world with the full benefit of any priorities which may now or in the future be granted by law or by treaty, the right to apply for and obtain any renewal of any registrations thereof, the right to sue for past and fluore infingement and the right to the goodwill of the business symbolized thereby, and Recipient hereby accepts such Intellectual Property.
- 2. Encumbered Intellectual Property. In the event the Intellectual Property includes any Intellectual Property which can not be freely transferred, sold, assigned or otherwise conveyed by CMCI to Recipient without the consent of, or notice to, any third party which is not an affiliate of CMCI, such intellectual Property shall be assigned hereunder only to the extent, and only from and after such time as, CMCI shall have obtained the requisite consent or delivered the requisite notice to the appropriate third party or parties (the "Engumbered Intellectual Property"). From and after the Effective Date, CMCI shall, to the greatest extent permitted, hold Encumbered Intellectual Property for the exclusive use and benefit of Recipient until the required notice has been given or consent obtained. Upon the giving of such notice or obtaining of such consent with respect to any Encumbered Intellectual Property, no further conveyance or assignment shall be required between the parties with respect to the Encumbered Intellectual Property, but full and complete title to such Intellectual Property shall automatically become vested in Recipient by virtue of this Agreement.
- 3. Consideration. This Assignment is given to the Recipient in consideration for atock pursuant to Section 351 of the Internal Revenue Code wherein CMCI wholly owns

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Recipient and additional shares will not be issued pursuant to this transfer, with this transfer being treated as a contribution to espital to Recipiout pursuant to Section 118 of the Internal Revenue Code.

- Representations and Warranties. This Agreement is subject to the terms and conditions of that certain Conveyance Agreement, dated of equal date herewith, by and between CMCI and Recipient (the "Conveyance Agreement") and the respective representations, warrantles, covenants, agreements and obligations made in the Conveyance Agreement are incorporated heavin by schrouce, constitute an integral part of this Agreement and shall survive the execution and delivery of this Agreement.
- Farther Assurances. From time to time after the date hereof, and without any further consideration, each party agrees to execute and deliver such instruments of conveyance. assignment, transfer and delivery, and take such other action, as the other may reasonably request in order more effectively to vest in Recipient banalicial and record title to the Intellectual Property and to put Recipient in sound possession and operating control of such Intellectual Property.
- Miscellanema. Regardless of when executed, this Agreement shall be effective as of midnight on December 31, 2000. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut, without regard to its conflict of law principles,

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D:ALAINE DOOLAN COMPANY:BENSON ROAD

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

CROMPTON MANUFACTURING COMPANY, INC.

Name: Daniel Rostenbach
Title: Assistant Secretary

UNIROYAL CHEMICAL COMPANY, INC.

By:
Name: Dedict Retrentach
Title: Assistant Secretary

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

The foregoing instrument was acknowledged before me this Anday of White more 2001, by Daniel Restantage of Crompton Manufacturing Company, Inc. as his act and deed, and

the free act and deed of said corporation.

Notary Public

My commission expines: PATHISIDJ, INCOLEY
NOTARY FUBLIC
Ny Commission Expine 515,28, 2012

STATE OF CONNECTICAL

COUNTY OF NEW HAVEN

The foregoing instrument was acknowledged before me this 6 day of how more 2001, by Daniel Reitenbach of Univoyal Chemical Company, Inc. as his act and deed, and the five act and deed of said comparation.

Notary Public

My commission expires:

PATRICIA J. KNIZLEY NOTARY PUBLIC

My Courdson Expires 1th, 22, 2002

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RECORDED: 06/17/2008

SCHEDULE A

Mark	Registration Number
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