

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nalco Company		09/04/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Oakite Products, Inc.		
Street Address:	675 Central Avenue		
City:	New Providence		
State/Country:	NEW JERSEY		
Postal Code:	07974		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	841401	EZE-PEEL	
Registration Number:	952861	INTEX	
Registration Number:	979571	INTEX	
Registration Number:	1516165	DURACOOOL	
Registration Number:	1675529	ROUNDHOUSE	
Registration Number:	1743843	GEO-GUARD	
Registration Number:	1779987	AK-7315	
Registration Number:	2350107	ALKASOL	
Registration Number:	2401358	EZE	
Registration Number:	2902975	TECH BRITE	
Registration Number:	2996671	TECH PHOS	
Registration Number:	3247100	TECH BOND	
CORRESPONDENCE DATA			

OP \$315.00 841401

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Address Line 2: One Battery Park Plaza
Address Line 4: New York, NEW YORK 10004-1482

ATTORNEY DOCKET NUMBER:	014491.00049 PMK/ESP
NAME OF SUBMITTER:	Perla M. Kuhn
Signature:	/Perla M. Kuhn/
Date:	09/15/2008

Total Attachments: 8

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PATENT AND TRADEMARK ASSIGNMENT

This Patent and Trademark Assignment (this "Assignment") dated as of September 4, 2008, by Nalco Company, a Delaware corporation ("Assignor"), in favor of Oakite Products, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignee and Assignor have entered into an Asset Purchase Agreement ("APA") dated as of July 24, 2008, pursuant to which Assignor has agreed, among other things, to sell, convey, transfer and assign, or cause to be sold, conveyed, transferred and assigned, to Purchaser all right, title, and interest of the Assignor in and to (i) the patents and patent applications listed on Exhibit A hereto ("Patents") and (ii) the trademarks listed on Exhibit B hereto ("Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers, conveys and delivers to the Assignee, its successors and assigns, effective as of the date first referred above, all right, title, and interest of Assignor, in each case subject to the terms of the APA, in and to:

the Patents and the Trademarks;

all registrations and pending applications to register or otherwise obtain legal protection for any of the foregoing;

all rights to make application in the future to register or otherwise obtain legal protection for any of the foregoing;

all rights of priority under national laws and international conventions with respect to any of the foregoing;

all continuations, continuations-in-part, divisions, renewals, extensions, patents of addition, reexaminations, or reissues of any of the foregoing and all related applications therefor;

all income, royalties, damages, and payments now or hereafter due or payable in respect thereto;

all goodwill of the business associated with the Trademarks;

all causes of action (either in law or equity), and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution thereof of any of the foregoing; and

all other rights and privileges corresponding thereto;

the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the foregoing are registered, issued, granted, reissued, or extended, as fully and

entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor further agrees to execute and deliver, or arrange for the execution and delivery of, such further documents and instruments as Assignee may reasonably request, to effectuate and record the assignment of the Patents and Trademarks transferred hereunder, including execution of assignments in recordable form in each jurisdiction where registrations or applications for the Patents and Trademarks may be issued or pending and to take the steps reasonably necessary to put in the name of Assignor all of the Patents and Trademarks being transferred hereunder.

Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, amend or alter in any respect the rights and obligations of the parties under the Purchase Agreement (including Sections 3.20 and 13.1 thereof), which will remain in full force and effect notwithstanding the execution and delivery of this Assignment. If any provision of this Assignment is construed to conflict with any provision of the Purchase Agreement, the provision of the Purchase Agreement shall control. Without limiting the foregoing, this Assignment shall be construed in accordance with Section 13.11 of the Purchase Agreement.

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IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered on this 4th day of September, 2008.

NALCO COMPANY

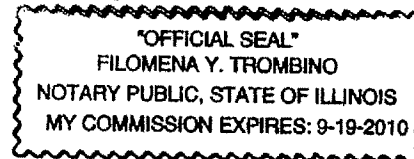
By: Mary Kay Kaufmann *SK*
Name: Mary Kay Kaufmann
Title: Group Vice President

State of ILLINOIS
County of DUPAGE, ss.:

On this 4th day of September, 2008, before me personally appeared Mary Kay Kaufmann to me known, who, by me duly sworn, did depose and say that she resides at Naperville, IL, that she is the Vice President of Nalco Company, a corporation described in and that executed the foregoing instrument, and that he signed his name thereto by order of the board of directors of said corporation.

/s/ Filomena Y. Trombino
FILOMENA Y. TROMBINO
[Name of notary, typed or printed in black ink]
Notary Public, County of Kendall
Acting in the County of DuPage
My commission expires 9-19-2010

Notarial Seal/Stamp:



[Signature Page to Patent and Trademark Assignment]

TRADEMARK
REEL: 003853 FRAME: 0343

EXHIBIT A

Patents

<u>Patent/Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title</u>
6,733,579	US	Oct. 10, 2002	CHROME-FREE FINAL RINSE FOR PHOSPHATED METAL SURFACES
<u>Corresponding foreign</u>			
0101023	China	Oct. 3, 2003	
2500801	Canada	Oct. 3, 2003	
2005-7005944	Korea	Oct. 3, 2003	
11/760,029	US	June 8, 2007	MONITORING A COATING APPLIED TO A METAL SURFACE
<u>Corresponding foreign</u>			
	Argentina	June 5, 2008	
US2008/064847	PCT	May 27, 2008	
11/953,502	US	Dec. 10, 2007	FORMULATION OF A METAL WORKING FLUID

EXHIBIT B

Trademarks

Registered trademarks:

<u>Trademark</u>	<u>Registration Number</u>	<u>Goods and Services</u>
AK-7315	1,779,987	Liquid metal cleaning preparation, in Class 3.
ALKASOL	2,350,107	Stripping preparations for stripping coatings from aircraft in international Class 3.
DURACOOOL	1,516,165	Metalworking lubricants and metal working fluids for industrial use, in Class 4.
EZE	2,401,358	Surface treatment chemicals for use in the treatment of metals and plastics, in Class 1.
EZE-PEEL	841,401	Masking composition for paint spray booths, in Class 16.
GEO-GUARD	1,743,843	Metal cleaning and descaling preparation, in Class 3.
INTEX	952,861	Wax stripper for use on tile and linoleum surfaces, in Class 3.
INTEX	979,571	All purpose cleaner, industrial cleaner and wax remover, cleaner and disinfectant for hospital and institutional use, and detergent cleaner for floors and washable surfaces, in Class 3.
ROUNDHOUSE	1,675,529	Alkaline cleaners for use in industrial processes, in Class 3.
TECH BOND	3,247,100	Conversion coatings for aluminum and steel, namely chemical agents for coating aluminum and steel in International Class 1. Corrosion protection, namely, metal treating service for the aluminum industry in International Class 40.
TECH BRITE	2,902,975	Acid cleaners for use in metal surface treatment in the field of manufacturing industries, in Class 1.
TECH PHOS	2,996,671	Conversion coatings for aluminum and steel, namely chemical agents in the nature of phosphate for coating aluminum and steel, in Class 1.

Unregistered Trademarks:

38998 ADDITIVE	BINDER 1018
26580	CAL LUBE
26590	CAL PHOS
35952	CAL-GRIND 1541
36205	CAL-LUBE 1700C
01FT139 ALKALINE CLEANER	CALPHOS
2Y166	CHEM COOL
4Y75P	CONDITIONER 500S
6416 HYDRAULIC FLUID	CONDITIONER CD700
893MW	CONDITIONING RINSE Z
97MA094	COOLUBE
AC-8010	COPELAND CLEANER 4G1
AC-8015	CPD-0009
AC-8115	CPD-0028
AC-8215	CPD-1038
AC-8225	CPD-2001
ACID CLEAN 969	CPD-2017
ACID CLEAN GB 11A	CPD-3051
ACID CLEAN GB207	CPD-3054
ACID SPECIAL GB906	CPD-3055
ADD DETIII	CPD-3062
ADD14	CPD-5004
ADD4901	CPD-9010
ADD5914	CPD-9624
ADD80	CPD-9705
ADD95	CPD-9706
ADDAM	CPD-9718
AEROCLEAN	CPD-9806
AEROCOTE	CPD-9866
AEROGUARD	CPD-9879
AK-2001	CPD-9929
AK-6215	CPD-9950
AK-7325	CRP-240
AK-8676	CRP-4071
APS-581	CT9605
B-90	CT9612
BASEB	CT9682

CT9696	LUBE 9200
DA-246A	LUBE300
DA-246N	MASKWASH 1259
DA-405B	NC-803
DA-425	NEUTRAL DERUSTPLUS
DA-6687	NEUTRALKLENZII
DA-805	NP-92
DA-8133	OPTICUT GPM
DEFOAMER 727	OPTICUT GPMPLUS
DEFOAMER 797	ORANGE PEEL
DEFOAMER DF99MOD	P-2000
DEFOAMER141	PACE B-82
DEFOAMER2707	PACE MF-30
DEFOAMER2708	PC-9000
DEFOAMER31	PDR 0001
DELPHI COOL 35151	PDR 0006
DELPHI CUT 528	PDR 0008
DESCALE 481	PH ADJUSTER
DESCALE223	PLASTI-KLENZ 211
DESCALE91	POLYTEX
DF 16	POWERTEX 132
ECA2900	PRO TECH
EM-6913	PROTEXO
FILTERKLENZ 3051	QUENCH 2750
Foam Depressor (FD-1)	REDOX 626
GLOBRITE	RP7
GP-SUPER	RP-774L
GREEN THUNDER	RT-825
GUARD 2825	RUSTPHREE
HC-7645	S-125
HDI-8667	S-44
HDS-8654	SA-244D
HONING OIL 9260	SC-431
INSTANT RINSE	SC-489
JJ-21	SCN-9194
LIFT-OFF	SCN-9194CL
LIQUITEX	SEALER SLR198
LOCOMOTIVE WASH ND-T	SEALTEX
LUBE 200	SMI-8125

SMS-206K	TEXOCOTE HG
SMS-234D	TEXOCUT 1539
SMS-266S	TEXOCUT HD
SMS-9706	TEXODRAW
SP-116-13	TEXOLITE
SP-640	TEXSTRIP
SP-799	TRANS-TEX 550
SP-802	TX13778
SP-815	TX13779
SPS-540T	VESTA-POWER
SPS-570-81	WASHER CLEANER
STRIPADD2	WASHER CLEANERPLUS
SUPER STRIPPLUS	
SW-3	
SYN-TEX HD3	
SYN-TEX LD1	
SYN-TEX MD2	
TECH CLEAN	
TECH COOL	
TECH DRAW	
TECH LUBE	
TECH PHOS	
TECH SEAL	
TECH SOL	
TECH SOLV	
TEXA COTE	
TEXBRITE 1265	
TEXEL	
TEXO KLEEN	
TEXO PEEL-ULTRA	
TEXO RO	
TEXOBOND	