

TRADEMARK ASSIGNMENT

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
Dow Reichhold Specialty Latex, LLC		09/23/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Mallard Creek Polymers, Inc.		
Street Address:	14800 Mallard Creek Road		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77088162	POLYSAF	
CORRESPONDENCE DATA			
Fax Number:	(919)484-2089		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919-484-2391		
Email:	trademarksrtp@wcsr.com		
Correspondent Name:	M. Christopher Bolen		
Address Line 1:	P.O. Box 13069		
Address Line 2:	Womble Carlyle Sandridge & Rice PLLC		
Address Line 4:	Research Triangle Pk, NORTH CAROLINA 27709		
ATTORNEY DOCKET NUMBER:	50458.6.9		
NAME OF SUBMITTER:	M. Christopher Bolen		
Signature:	/M Christopher Bolen/		

CH \$40.00 77088162

Date:

10/30/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of September 23, 2008 (the "Effective Date"), is from Dow Reichhold Specialty Latex LLC, a Delaware limited liability company, having a principal place of business at 2400 Ellis Road, Suite 100, Durham, North Carolina 27703 ("Assignor"), to Mallard Creek Polymers, Inc., a Delaware corporation, having a principal place of business at 14800 Mallard Creek Road, Charlotte, North Carolina 28262 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to (i) the trademark, (ii) the related United States trademark application, (iii) the related international trademark registration and (iv) any and all trademark, service mark and intellectual property rights, including rights of priority, in such trademark, all as set forth on Exhibit A, attached hereto and incorporated herein (collectively, the "Trademark"), together with any and all goodwill of the business associated therewith (the "Goodwill");

WHEREAS, Assignee is successor to the business of Assignor or that portion of the ongoing and existing business of Assignor to which the Trademark pertains and desires to acquire the Trademark and the Goodwill, subject to the terms and conditions of this Assignment; and

WHEREAS, Assignor and Assignee desire to confirm of record such assignment of the Trademark and Goodwill;

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein by reference, Ten United States Dollars (\$10), the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee the entire right, title and interest in and to (i) the Trademark, (ii) the Goodwill and (iii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of any of the rights granted by this Assignment, including all claims for injunctive or declaratory relief, restitution, damages (including any statutory, enhanced or punitive damages), profits, costs (including attorneys' fees) and for other monetary award, with the right to sue for and collect the same in any court of competent jurisdiction, for Assignee's sole benefit.

2. Assignor shall, without additional consideration, cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademark and all other rights hereby conveyed.


3. The terms "Assignor" and "Assignee" shall, where the context so admits, include their respective legal successors, representatives, and assigns.

4. Subject to the terms and conditions hereof, Assignee accepts such assignment of the Trademark and Goodwill.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, to be effective as of the Effective Date.

ASSIGNOR:

DOW REICHHOLD SPECIALITY LATEX, LLC

By: 

JEFFREY L. WELKER

Printed name
PRESIDENT

Title
10/30/08

Date

ASSIGNEE:

MALLARD CREEK POLYMERS, INC.

By: 

H. AARON PAREKH

Printed name
PRESIDENT

Title
10/30/2008

Date

EXHIBIT A
to
Trademark Assignment
by and between
Dow Reichhold Specialty Latex, LLC
and
Mallard Creek Polymers, Inc.

Country	Trademark	Registration No. (Serial No.)	Registration Date (Filing Date)
United States	POLYSAF	(77/088,162)	(01/22/2007)
International (WIPO)	POLYSAF	957,240	03/03/2008

WCSR 4005796v3

RECORDED: 10/30/2008

TRADEMARK
REEL: 003879 FRAME: 0985