

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: 9

Property Type	Number	Word Mark
Serial Number:	77493977	TYCRYL
Registration Number:	3036816	BARRIERPRO POLYMER
Registration Number:	2877860	BARRIERPRO POLYMER
Registration Number:	0840707	TYCHEM
Registration Number:	0789854	TYCHEM
Registration Number:	1996029	TYKOTE
Registration Number:	0654589	TYLAC
Registration Number:	0740781	TYLAC
Registration Number:	1453763	TYLAC

CORRESPONDENCE DATA

Fax Number: (919)484-2089
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 919-484-2391
 Email: trademarksrtp@wcsr.com

CH \$240.00 77493977

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/

Date:

10/30/2008

Total Attachments: 3

source=Mallard Creek TM Assignment Signed#page1.tif

source=Mallard Creek TM Assignment Signed#page2.tif

source=Mallard Creek TM Assignment Signed#page3.tif

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 trademarks, (ii) the related United States trademark application, (iii) the related United States trademark registrations, and (iv) any and all trademark, service mark and intellectual property rights, including rights of priority, in such trademarks, all as set forth on Exhibit A, attached hereto and incorporated herein (collectively, the "Trademarks"), 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 Trademarks pertain and desires to acquire the Trademarks 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 Trademarks 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 Trademarks, (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 Trademarks and all other rights hereby conveyed.

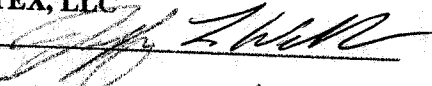
3. The terms "Assignor" and "Assignee" shall, where the context so admits, include their respective legal successors, representatives, and assigns.

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

Date

10/30/2008

ASSIGNEE:

MALLARD CREEK POLYMERS, INC.

By: 

H. AARON PAREKH

Printed name

PRESIDENT

Title

Date

10/30/2008

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

Trademark	Registration No. (Serial No.)	Registration Date (Filing Date)
TYCRYL	(77/493,977)	(06/09/2008)
BARRIERPRO POLYMER	3,036,816	12/27/2005
BARRIERPRO POLYMER	2,877,860	08/24/2004
TYCHEM	840,707	12/19/1967
TYCHEM	789,854	05/25/1965
TYKOTE	1,996,029	08/20/1996
TYLAC	654,589	11/19/1957
TYLAC	740,781	11/20/1962
TYLAC	1,453,763	08/25/1987

WCSR 4005072v4