

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Waterbury Companies, Inc.		02/20/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	FMC Corporation
<b>Street Address:</b>	1735 Market Street
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19103
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1852170	CB
Serial Number:	77478697	CB
Registration Number:	3163020	D-FOAM
Registration Number:	2802146	D-FORCE
Registration Number:	1343775	DRAX
Registration Number:	1859427	INVADER
Registration Number:	2400804	LIQUIDATOR
Registration Number:	2940630	NUTRABAIT
Serial Number:	77325043	PEM
Registration Number:	1448107	BORID
Serial Number:	77325047	PHEROMONE ENHANCED MORTALITY

**CORRESPONDENCE DATA**

Fax Number: (215)832-5310  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Email: williams-k@blankrome.com  
Correspondent Name: Kia J. Williams  
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Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	WATERBURY TM
NAME OF SUBMITTER:	Kia J. Williams
Signature:	/Kia J. Williams/
Date:	03/09/2009

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

This trademark assignment agreement is made effective as of February 20, 2009 by and between Waterbury Companies, Inc., a Delaware Corporation (“Assignor”) and FMC Corporation, a Delaware Corporation (“Assignee”).

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to all of the trademarks listed on Schedule A (collectively referred to as the “Marks”) in connection with its business; and

WHEREAS, Assignor has obtained U. S. Trademark Registrations for certain Marks listed on attached Schedule A (the “Registrations”); and

WHEREAS, Assignor has applied for registration for certain Marks on attached Schedule A (the “Applications”); and

WHEREAS, certain of the Applications are the subject of intent to use applications on the Principal Register of the United States Patent and Trademark Office based on Assignor’s bona fide intent to use the Marks in commerce in connection with the goods and services to which the Marks pertain (the “ITU Applications”); and

WHEREAS, Assignee desires to acquire the entire interest of the Assignor in the Marks, Registrations, and Applications identified on Schedule A, and desires to acquire the business of the Assignor in connection with which Assignor has a bona fide intent to use the marks identified on Schedule A that are the subject of the ITU Applications; and

WHEREAS, this assignment is being executed in connection with a certain Asset Purchase Agreement, dated February 17, 2009, between Assignor and Assignee pursuant



**SCHEDULE A**

<b>Mark</b>	<b>Country</b>	<b>Registration No. (Application No.)</b>
CB	US	1852170
CB	US	(77/478697)
D-FOAM	US	3163020
D-FORCE	US	2802146
DRAX	US	1343775
INVADER	US	1859427
LIQUIDATOR	US	2400804
NUTRABAIT	US	2940630
PEM	US	(77325043)
BORID	US	1448107
PHEROMONE ENHANCED MORTALITY	US	(77/325047)