

**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
LANXESS Deutschland GmbH		02/28/2009	CORPORATION: GERMANY

RECEIVING PARTY DATA

Name:	Hughes Polymer Additives Corporation
Street Address:	70 Kingsford Crossing
City:	Acworth
State/Country:	GEORGIA
Postal Code:	30101
Entity Type:	CORPORATION: GEORGIA

Name:	John W. Hughes
Street Address:	70 Kingsford Crossing
City:	Acworth
State/Country:	GEORGIA
Postal Code:	30101
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0733217	FICEL

CORRESPONDENCE DATA

Fax Number: (412)809-1054  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 412-809-2232  
 Email: ipmail@lanxess.com  
 Correspondent Name: Michael A. Miller  
 Address Line 1: 111 RIDC Park West Drive  
 Address Line 4: Pittsburgh, PENNSYLVANIA 15275-1112

CH \$40.00 0733217

ATTORNEY DOCKET NUMBER:	FICEL/GMBH HUGHES
NAME OF SUBMITTER:	Anne B. Edgar
Signature:	/anne b. edgar/
Date:	03/16/2009
Total Attachments: 3 source=FICEL Tmk assign signed 022809#page1.tif source=FICEL Tmk assign signed 022809#page2.tif source=FICEL Tmk assign signed 022809#page3.tif	

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (the "Assignment") is made and entered into this 28<sup>th</sup> day of February, 2009, by and between LANXESS Deutschland GmbH, a German corporation, ("Assignor"), in favor of Hughes Polymer Additives Corporation, a corporation of Georgia and John W. Hughes ("Assignee").

### WITNESSETH:

**WHEREAS**, Assignor is the sole and exclusive owner of all right, title and interest in and to the Trademarks listed on the attached Schedule (the "Trademarks"); and

**WHEREAS**, Assignor desires to assign and Assignee desires to obtain all right, title and interest in and to the Trademark, in accordance with the terms of the Asset Purchase Agreement dated December 10, 2008, and any amendment(s) thereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest that Assignor has or may have, either now or in the future, in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademark and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any;
2. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liability, debts and obligations associated with the Trademarks;
3. Assignee shall be responsible for and Assignor shall cooperate in the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions necessary to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks;
4. This Assignment shall inure to the benefit of the Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;

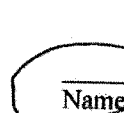
5. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws principles;

6. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understanding of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto; and

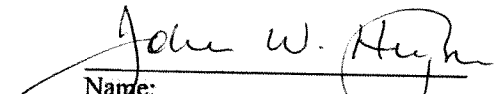
7. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above-written.

LANXESS Deutschland GmbH

  
Name: Jorge Noqueira DR. BERGIT WÄST  
Title: Senior Vice President Functional  
          legal counsel  
          Chemicals

Hughes Polymer Additives Corporation

  
Name: John W. Hughes  
Title: PRESIDENT.

SCHEDULE

Trademark	Country	Reg. No.	Reg. Date	Appln. No.	Appln. Date
FICEL	US	733,217	06/26/1962	72/112,808	01/30/1961
FICEL	CA	TMA134762	02/28/1964	0276031	05/30/1963

*W*  
*W*  
*W*