

**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>
The Dow Chemical Company		06/30/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Occidental Chemical Corporation		
<b>Street Address:</b>	5005 LBJ Freeway		
<b>Internal Address:</b>	Suite 2200		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75244		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1932253	BRINERS CHOICE	
Registration Number:	2505248	COMBOTHERM	
Registration Number:	0808299	LIQUIDOW	
Registration Number:	2394297	LIQUIDOW ARMOR	
Registration Number:	0547280	PELADOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(972)404-3957		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	9724043856		
<b>Email:</b>	ipdepartment@oxy.com		
<b>Correspondent Name:</b>	Dinah Stephens		
<b>Address Line 1:</b>	5005 LBJ Freeway		
<b>Address Line 2:</b>	Suite 2200		
<b>Address Line 4:</b>	Dallas, TEXAS 75244		

CH \$140.00 1932253

NAME OF SUBMITTER:	Dinah Stephens
Signature:	//Dinah Stephens//
Date:	08/14/2009
<b>Total Attachments: 5</b> source=Dow Trademark Assignment Agreement#page1.tif source=Dow Trademark Assignment Agreement#page2.tif source=Dow Trademark Assignment Agreement#page3.tif source=Dow Trademark Assignment Agreement#page4.tif source=Dow Trademark Assignment Agreement#page5.tif	

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement ("Assignment") is effective as of June 30, 2009 (the "Effective Date") by and between THE DOW CHEMICAL COMPANY, a Delaware corporation with its principal place of business at 2030 Dow Center, Midland, Michigan 48674 ("ASSIGNOR"), and OCCIDENTAL CHEMICAL CORPORATION, a New York corporation with its principal place of business at 5005 LBJ Freeway, Suite 2200, Dallas, Texas 75244 ("ASSIGNEE").

**BACKGROUND**

WHEREAS, ASSIGNOR and ASSIGNEE entered into an Asset Purchase Agreement dated as of May 20, 2009, as amended ("Asset Purchase Agreement"), pursuant to which ASSIGNOR is selling, assigning, transferring and conveying certain assets to ASSIGNEE (including all of ASSIGNOR's right, title and interest in the trademarks listed on the attached Schedule A (herein defined as "TRADEMARKS")) and ASSIGNEE is purchasing such assets.

**TERMS**

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties hereto hereby agree as follows:

Effective as of the Effective Date, and subject to the terms and conditions of the Asset Purchase Agreement, ASSIGNOR hereby sells, assigns, transfers and conveys to ASSIGNEE all right, title and interest in and to all TRADEMARKS, together with the goodwill symbolized by or associated exclusively with the TRADEMARKS, including all associated trademark rights and other indicia of origin, held by ASSIGNOR, together with all registrations and applications for registration of the TRADEMARKS, all claims, demands, and rights to recovery, damages or profit that ASSIGNOR has or may have for past and future infringements, dilution or other violations of such TRADEMARKS, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery in its own name and that of its successors and/or assigns.

ASSIGNOR and ASSIGNEE shall each take, and shall cause their respective Affiliates to take, any and all additional actions as may be necessary or appropriate to effect the transactions contemplated hereby, including execution of individual assignment documentation for filing with the authorities of each individual country. The responsibility to file assignments with the national trademark offices of each country shall be on the ASSIGNEE and the ASSIGNEE shall bear the cost of filing such assignments.

Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the rights or obligations of the parties hereto under, and the terms of, the Asset Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties to this Assignment. This Assignment is intended

only to effect the assignment, sale, assumption and acceptance of the TRADEMARKS as contemplated by the Asset Purchase Agreement.

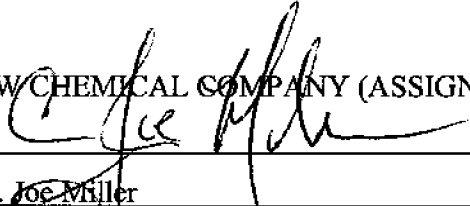
ASSIGNOR hereby constitutes and appoints ASSIGNEE, its successors and assigns, the true and lawful attorney and attorneys of the ASSIGNOR, with full power of substitution, in the name of the ASSIGNEE or in the name and stead of the ASSIGNOR, but on behalf of and for the benefit of the ASSIGNEE, its successors and permitted assigns:

- (a) to collect, demand and receive any and all TRADEMARKS transferred hereunder and to give receipts and releases for and in respect of the same;
- (b) to institute and prosecute in the ASSIGNOR's name, or otherwise, at the expense and for the benefit of the ASSIGNEE, any and all actions, suits or proceedings, at law, in equity or otherwise, which the ASSIGNEE may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the TRADEMARKS hereby sold and assigned to the ASSIGNEE or intended so to be, to defend or compromise any and all such actions, suits or proceedings in respect of the TRADEMARKS, and to do all such acts and things in relation thereto as the ASSIGNEE shall deem advisable for the collection or reduction to possession of the TRADEMARKS; and
- (c) to take any and all other reasonable action designed to vest more fully in the ASSIGNEE the TRADEMARKS hereby sold and assigned to the ASSIGNEE and in order to provide for the ASSIGNEE the benefit, use, enjoyment and possession of the TRADEMARKS, at the ASSIGNEE's expense.

The provisions of Sections 1.03 (Interpretation and Rules of Construction), 11.04 (Severability), 11.05 (Entire Agreement), 11.06 (Assignment), 11.07 (Amendment), 11.08 (Waiver), 11.09 (No Third Party Beneficiaries), 11.10 (Specific Performance), 11.11 (Governing Law), 11.12 (Waiver of Jury Trial), and 11.13 (Counterparts) of the Asset Purchase Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Assignment and the parties *mutatis mutandis*.

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be executed as of this 30<sup>th</sup> day of June, 2009 to be effective as of the Effective Date.

THE DOW CHEMICAL COMPANY (ASSIGNOR)

By: 

Name: C. Joe Miller

Title: General Trademark and Copyright Counsel

OCCIDENTAL CHEMICAL CORPORATION  
(ASSIGNEE)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Trademark Assignment Agreement]*

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be executed as of this 30<sup>th</sup> day of June, 2009 to be effective as of the Effective Date.

THE DOW CHEMICAL COMPANY (ASSIGNOR)

By: \_\_\_\_\_

Name: C. Joe Miller

Title: General Trademark and Copyright Counsel

OCCIDENTAL CHEMICAL CORPORATION  
(ASSIGNEE)

By: Chuck Anderson

Name: Chuck Anderson

Title: President

*[Signature Page to Trademark Assignment Agreement]*

**SCHEDULE A – TRADEMARKS**

<b>Trademark:</b>	<b>Country</b>	<b>Registration #:</b>
BRINERS CHOICE	European Community	006364053
BRINERS CHOICE & DES	Canada	TMA469552
BRINERS CHOICE & DES	United States of America	1932253
CALCIUM CHLORIDE PELLETS DESIGN	Canada	TMA321482
COMBOTHERM	Canada	TMA574617
COMBOTHERM	United States of America	2505248
LANDSCAPE ICE MELTER & DES	Canada	TMA473046
LIQUIDOW	Benelux	0389039
LIQUIDOW	Canada	TMA120465
LIQUIDOW	United States of America	0808299
LIQUIDOW ARMOR	Canada	TMA537770
LIQUIDOW ARMOR	United States of America	2394297
LIQUIDOW ARMOR DEICER & DESIGN	Canada	TMA555320
PELADOW	European Community	006399919
PELADOW	Australia	320457
PELADOW	Canada	UCA50230
PELADOW	Mexico	121797
PELADOW	United States of America	0547280