

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
The Dow Chemical Company		12/31/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Lubrizol Advanced Materials, Inc.		
Street Address:	9911 Brecksville Road		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44141		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1312870	ISOPLAST	
Registration Number:	0821830	PELLETHANE	
Registration Number:	1582103		
Registration Number:	1679780	PREVAIL	
CORRESPONDENCE DATA			
Fax Number:	(440)347-5219		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(440) 347-5072		
Email:	andrea.zwegat@lubrizol.com		
Correspondent Name:	Teresan W. Gilbert		
Address Line 1:	29400 Lakeland Boulevard		
Address Line 4:	Wickliffe, OHIO 44092		
NAME OF SUBMITTER:	Andrea A. Zwegat		
Signature:	/Andrea A. Zwegat/		

CH \$115.00 1312870

Date:

09/21/2009

Total Attachments: 5

source=Trademark Assignment_Certified Copy#page1.tif

source=Trademark Assignment_Certified Copy#page2.tif

source=Trademark Assignment_Certified Copy#page3.tif

source=Trademark Assignment_Certified Copy#page4.tif

source=Trademark Assignment_Certified Copy#page5.tif

CERTIFICATE OF AUTHENTICATION

STATE OF OHIO } SS:
COUNTY OF LAKE }

I, Teresan W. Gilbert, an Attorney and Notary Public in and for the State of Ohio, with a business address at The Lubrizol Corporation, 29400 Lakeland Boulevard, Wickliffe, Ohio 44092-2298, U.S.A., do hereby certify that I have compared the attached copy with the original Assignment of Trademarks between The Dow Chemical Company and Lubrizol Advanced Materials, Inc. dated December 31, 2008, and that said copy is a true and complete copy of the original.

Date: August 27, 2009



Teresan W. Gilbert

TERESAN W. GILBERT
Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.63 O.R.C.

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is effective as of December 31, 2008 (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 Lubrizol Advanced Materials, Inc., a Delaware corporation with its principal place of business at 9911 Brecksville Road, Cleveland, Ohio 44141 ("ASSIGNEE").

BACKGROUND

WHEREAS, ASSIGNOR and ASSIGNEE entered into an Asset Purchase Agreement dated as of December 14, 2008 ("Asset Purchase Agreement"), pursuant to which ASSIGNOR is selling, assigning, transferring and conveying certain assets to ASSIGNEE (including, without limitation, all of ASSIGNOR's right, title and interest in certain thermoplastic polyurethane resin and elastomer 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 all right, title and interest in and to all TRADEMARKS together with the goodwill of the business which they represent symbolized by the TRADEMARKS, including all associated trademark rights, service marks, service names, service mark rights, trade names, trade name rights, trade dress, slogans, logotypes and designs, 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 and/or the goodwill associated therewith, 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 assignment transactions contemplated, including but not limited to execution of individual assignment documentation for filing with the authorities of each individual country.

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be executed as of this 31st day of December, 2008 to be effective as of the Effective Date.

THE DOW CHEMICAL COMPANY

By: _____

Name: C. Joe Miller

Title: General Trademark Counsel

LUBRIZOL ADVANCED MATERIALS INC.

By: _____

Name: VP/Gen Estmng Engineer Polymer

Title: Michael D. Vaughn

SCHEDULE A - TRADEMARKS

Trademark:	Country	Registration #:
ISOPLAST	Australia	443766
ISOPLAST	Benelux	0417194
ISOPLAST	Brazil	812551559
ISOPLAST	Canada	TMA335588
ISOPLAST	France	1351030
ISOPLAST	Germany	30032288
ISOPLAST	Hong Kong	19871755
ISOPLAST	India	452919
ISOPLAST	Indonesia	IDM000087193
ISOPLAST	Italy	00732644
ISOPLAST	Japan	2012550
ISOPLAST IN CH	Japan	2613982
ISOPLAST	Mexico	409210
ISOPLAST	South Africa	862480
ISOPLAST	South Korea	138344
ISOPLAST	United Kingdom	1264808
ISOPLAST	United States of America	1312870
PELLETHANE	Argentina	1894658
PELLETHANE	Aruba	14551
PELLETHANE	Australia	209282
PELLETHANE	Austria	122864
PELLETHANE	Benelux	0067986
PELLETHANE	Brazil	006904313
PELLETHANE	Bulgaria	18665
PELLETHANE	Canada	TMA155311
PELLETHANE DESIGN	Canada	TMA382311
PELLETHANE	Croatia	Z933425
PELLETHANE	Denmark	VR199001794
PELLETHANE	Finland	108116
PELLETHANE	France	1399259
PELLETHANE	Germany	845638
PELLETHANE	Greece	89793
PELLETHANE	Hong Kong	19731155
PELLETHANE	Hungary	129223
PELLETHANE	India	284019
PELLETHANE	Italy	00781391
PELLETHANE	Japan	1066752
PELLETHANE IN CH	Japan	1628543
PELLETHANE	Mexico	415831
PELLETHANE	Romania	R15372
PELLETHANE	Russian Federation	90504
PELLETHANE	Serbia	33533
PELLETHANE	Slovenia	8880632
PELLETHANE	South Africa	671393
PELLETHANE	Spain	1270170

Trademark:	Country	Registration #:
PELLETHANE	Switzerland	364918
PELLETHANE	Taiwan	624740
PELLETHANE	United Kingdom	907625
PELLETHANE	United States of America	0821830
PELLETHANE DESIGN	United States of America	1582103
PREVAIL	Benelux	0483344
PREVAIL	Brazil	815835434
PREVAIL	Canada	TMA439660
PREVAIL	Croatia	Z933424
PREVAIL	France	1616842
PREVAIL	Germany	DD652351
PREVAIL	Ireland	139297
PREVAIL	Italy	00902081
PREVAIL & CH	Japan	2528265
PREVAIL	Serbia	36209
PREVAIL	Slovenia	9081780
PREVAIL	South Korea	228989
PREVAIL	Taiwan	983387
PREVAIL	United Kingdom	1441639
PREVAIL	United States of America	1679780