

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/27/2009		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evergreen Plastics Ltd.		01/27/2009	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Polychem Corporation		
Street Address:	6277 Heisley Road		
City:	Mentor		
State/Country:	OHIO		
Postal Code:	44060		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2373446	EVERGREEN PLASTICS	
Registration Number:	2480338	EVERGREEN PLASTICS LTD.	
CORRESPONDENCE DATA			
Fax Number:	(216)579-0212		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(216) 586-3939		
Email:	kjkopczyk@jonesday.com		
Correspondent Name:	Kathie J. Kopczyk		
Address Line 1:	901 Lakeside Avenue		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	183324-054013/014		
NAME OF SUBMITTER:	Kathie J. Kopczyk		

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**TRADEMARK
 REEL: 004085 FRAME: 0183**

Signature:	/Kathie J. Kopczyk/
Date:	10/26/2009
Total Attachments: 3 source=DOC099#page1.tif source=DOC099#page2.tif source=DOC099#page3.tif	

**AGREEMENT OF MERGER
OF
EVERGREEN PLASTICS, LTD.
WITH AND INTO
POLYCHEM CORPORATION**

THIS AGREEMENT OF MERGER (the "*Agreement*") is dated the 27th day of January, 2009, and is made by and between Polychem Corporation, an Ohio corporation ("*Polychem*") and Evergreen Plastics, Ltd., an Ohio limited liability company and a wholly-owned subsidiary of Polychem ("*Evergreen*" and together with Polychem, sometimes collectively referred to as the "*Constituent Companies*").

ARTICLE I. THE MERGER

1.1 The Surviving Company. At the Effective Time (as hereinafter defined) and in accordance with the terms and conditions of this Agreement and Section 1701.781 of the Ohio General Corporation Law ("*OGCL*"), Evergreen shall be merged with and into Polychem (the "*Merger*"). At the Effective Time, the separate corporate existence of Evergreen shall cease, and Polychem shall continue its existence as the surviving company under the laws of the State of Ohio (the "*Surviving Company*").

1.2 Effective Time of the Merger. A Certificate of Merger shall be filed with the Secretary of State of Ohio, pursuant to Section 1701.81 of the OGCL, as soon as practicable after the execution and delivery of this Agreement by the parties hereto. As permitted pursuant to Section 1701.81 of the OGCL, the Merger shall become effective as of February 1, 2009 (the "*Effective Time*").

1.3 Effects of the Merger. At the Effective Time, the effects of the Merger shall be as provided by the applicable provisions of the OGCL and by this Agreement.

1.4 Articles of Incorporation of Surviving Company. The articles of incorporation of Polychem, as in effect immediately prior to the Effective Time, shall be the articles of incorporation of the Surviving Company.

1.5 Regulations of Surviving Company. The regulations of Polychem, as in effect immediately prior to the Effective Time, shall be the regulations of the Surviving Company until altered, amended or repealed in accordance with the provisions thereof and the OGCL.

1.6 Directors and Officers of Surviving Company. The directors and officers of Polychem in office immediately prior to the Effective Time shall be the directors and officers of the Surviving Company from and after the Effective Time until their respective successors are duly elected and qualified.

1.7 Principal Office of Surviving Company. The principal office of the Surviving Company in the State of Ohio shall be in the City of Mentor in Lake County.

1.8 Appointment of the Secretary of State as Agent. Polychem hereby consents to be sued and served with process, notices and demands in the State of Ohio and hereby irrevocably appoints the Secretary of State of Ohio as its agent to accept service of process in any action or proceeding in the State of Ohio to enforce against Polychem any obligation of Evergreen or the rights of a dissenting member, if any, of Evergreen.

ARTICLE II. CANCELLATION OF MEMBERSHIP INTERESTS

2.1 Membership Interests of Evergreen. At the Effective Time, all outstanding membership interests of Evergreen will be cancelled and extinguished and shall cease to exist.

ARTICLE III. MISCELLANEOUS

3.1 Termination. Pursuant to Section 1701.781 of the OGCL, this Agreement may be terminated and the Merger abandoned by appropriate mutual action taken by the sole member and manager of Evergreen and the Board of Directors of Polychem at any time prior to the Effective Time.

3.2 Captions and Counterparts. The captions in this Agreement are for convenience only and shall not be considered a part, or to affect the construction or interpretation, of any provision of this Agreement. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

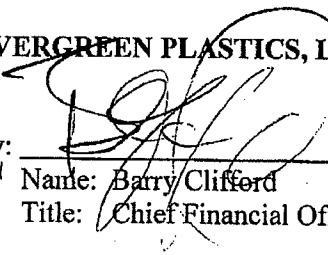
3.3 Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Ohio.

3.4 Further Assurances. The Constituent Companies shall execute and deliver such further instruments of conveyance, transfer and assignment, including filing the necessary documents with the Secretary of State of Ohio to complete the Merger and will take such other actions as either of them may reasonably request of the other to effectuate the purposes of this Agreement and to carry out the terms hereof.

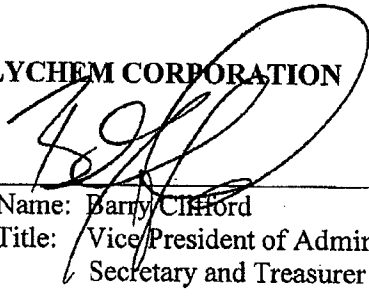
[Signature Page Follows]

IN WITNESS WHEREOF, the Constituent Companies have caused this Agreement of Merger to be duly executed as of the date first written above.

EVERGREEN PLASTICS, LTD.

By: 
Name: Barry Clifford
Title: Chief Financial Officer

POLYCHEM CORPORATION

By: 
Name: Barry Clifford
Title: Vice President of Administration,
Secretary and Treasurer