

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
Arkema Inc.		01/25/2010	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Coatex Inc.		
Street Address:	547 Ecology Lane		
City:	Chester		
State/Country:	SOUTH CAROLINA		
Postal Code:	29706		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1593723	POLYPHOBE	
CORRESPONDENCE DATA			
Fax Number:	(212)336-8001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-336-8000		
Email:	ptodocket@arelaw.com		
Correspondent Name:	Holly Pekowsky, Esq.		
Address Line 1:	90 Park Avenue		
Address Line 2:	AMSTER, ROTHSTEIN & EBENSTEIN LLP		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	68219/161		
NAME OF SUBMITTER:	Holly Pekowsky		
Signature:	/Holly Pekowsky/		
Date:	07/20/2010		

CH \$40.00 1593723

Total Attachments: 10

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BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (the "Assignment") is made and entered into as of January 25, 2010 (the "Effective Date"), by and among Arkema Inc., a Pennsylvania corporation ("Assignor") and Coatex Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is a party to that certain Asset Purchase Agreement (the "APA"), dated as of July 31, 2009, as amended, by and among The Dow Chemical Company, a Delaware corporation ("Seller"), Assignor and Arkema Delaware Inc., a Delaware corporation, whereby Assignor acquired certain assets from Seller, including certain assets relating to Seller's polyphobes business;

WHEREAS, pursuant to the APA, Seller assigned to Assignor: (a) the trademarks and copyrights relating to Seller's polyphobe business listed on Exhibit A hereto (the "Polyphobe Trademarks and Copyrights") and (b) the other tangible and intangible assets relating to Seller's polyphobe business listed on Exhibit B (the "Other Polyphobe Assets");

WHEREAS, as part of the transactions contemplated under the APA, Assignor and Seller also entered into that certain Intellectual Property Assignment and License Back Agreement annexed hereto as Exhibit C (the "IP Assignment Agreement") whereby, among other things, Seller assigned to Assignor (with a license back to Seller) certain patents and patent applications relating to Seller's polyphobe business, as specified on Exhibit D (the "Polyphobe Patents" and together with the Polyphobe Trademarks and Copyrights, the "Polyphobe IP Rights");

WHEREAS, in connection with the transactions contemplated by the APA, Assignor also entered into certain commercial agreements with Seller relating to Seller's polyphobe business, including (a) that certain Manufacturing and License Agreement for the manufacture of macromonomers annexed hereto as Exhibit E (the "Manufacturing Agreement") and (b) that certain Supply Agreement for VA/VV/polyphobe annexed hereto as Exhibit F (the "Supply Agreement"), and together with the Manufacturing Agreement, the "Polyphobe Commercial Agreements").

WHEREAS, effective as of the Effective Date, Assignor desires to assign all of its rights and obligations relating to polyphobe products under the Polyphobe Commercial Contracts and all of its rights and obligations with respect to the Polyphobe IP Rights to its Affiliate, Assignee, and Assignee desires to accept and assume such rights and obligations under the Polyphobe Commercial Contracts and Polyphobe IP Rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment.

(a) Effective as of the Effective Date, Assignor hereby assigns to Assignee all of its rights and obligations under the Manufacturing Agreement subject to and in accordance with the provisions of Section 19.9 of the Manufacturing Agreement, and Assignee hereby agrees to accept and assume such rights and obligations of Assignor.

(b) Effective as of the Effective Date, Assignor hereby assigns to Assignee all of its rights and obligations with respect to polyphobe products under the Supply Agreement subject to and in accordance with the provisions of Section 16.10 of the Supply Agreement, and Assignee hereby agrees to accept and assume such rights and obligations of Assignor.

(c) Effective as of the Effective Date, Assignor hereby irrevocably sells, assigns, conveys, transfers, and delivers to Assignee all of its right, title and interest in, to and under the Polyphobe Patents and all of Assignor's obligations with respect to the Polyphobe Patents under the IP Assignment Agreement, subject to and in accordance with the provisions of Section 9.11 of the IP Assignment Agreement, and Assignee hereby agrees to accept and assume such rights and obligations of Assignor.

(d) Effective as of the Effective Date, Assignor hereby irrevocably sells, assigns, conveys, transfers, and delivers to Assignee all of its right, title and interest in, to and under the Polyphobe Trademarks and Copyrights subject to and in accordance with the provisions of Section 13.04 of the APA, and Assignee hereby agrees to accept and assume such rights of Assignor.

(e) Effective as of the Effective Date, Assignor hereby irrevocably sells, assigns, conveys, transfers, and delivers to Assignee all of its right, title and interest in, to and under and all of its obligations relating to the Other Polyphobe Assets, subject to and in accordance with the provisions of Section 13.04 of the APA, and Assignee hereby agrees to accept and assume such rights and obligations of Assignor.

2. Effect of Assignment. As of the Effective Date, Assignee shall have all of the rights and obligations of Assignor under the Polyphobe Commercial Agreements with respect to the polyphobe products and under the IP Assignment Agreement and the APA, as applicable, with respect to the Polyphobe IP Rights; provided, however, that this Assignment shall not relieve Assignor from its obligations to Seller under the Polyphobe Commercial Contracts and under the IP License Agreement or the APA, as applicable, with respect to the Polyphobe IP Rights.

3. Recording. Assignor hereby authorizes and requests the United States Patent and Trademark Office to record Assignee as the owner of the entire right, title and interest in and to Polyphobe IP Rights and hereby covenants that Assignor has full rights to convey its entire respective interest herein assigned.

4. Cooperation. Each of Assignor and Assignee hereby agrees from time to time, upon request of the other party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Assignment.

5. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED, PERFORMED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

6. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto were upon the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale and Assignment as of the date first above written.

Assignor:

ARKEMA INC.

By: 

Name: Bernard Roche

Title: President and CEO

Date: January 25, 2010

Assignee:

COATEX INC.

By: 

Name: CHAD CRITTENMEYER

Title: PRESIDENT - COATEX INC

Date: January 25, 2010

[Signature Page to Assignment of Asset Purchase Agreement to Coatex]

TRADEMARK
REEL: 004245 FRAME: 0346

Exhibit A

Polyphobe Trademarks and Copyrights

Trademarks:

Trademark	Country	Reg. No.	App. No.	Class/ Owner	Filing Date	Reg. Date	Goods
POLYPHOBE	United States of America	1593723	73/828390	01 Int Union Carbide Corporation	09/29/1989	05/01/1990	01: CHEMICAL THICKENERS FOR USE AS AN INGREDIENT IN PAPER COATINGS, COSMETICS, PAINTS, SKIN CREAMS, SHAMPOOS, DETERGENTS, ADHESIVES, TEXTILES, WATER TREATMENT AND OIL RECOVERY

Copyrights:

Method #	Method Title	Jurisdiction	Owner	Registration
102176-E06A	Rapid Solution Viscosity of UCAR POLYPHOBE Latex Rheology Modifiers	USA	The Dow Chemical Company	Registered as a sub-portion of "The Dow Chemical Company Test Methods - June 2005 to June 2006 - Compilation #11" - Reg. No. TX 6-558-381

Exhibit B

Other Polyphobe Assets

Contract Manufacturing Agreement by and between Mallard Creek Polymers, Inc. and Seller effective May 20, 2005 as amended by the First Amendment to Agreement, effective February 1, 2006, the Second Amendment to Agreement, effective June 26, 2006 and the Third Amendment to Agreement, effective August 1, 2007.

Exhibit C

Intellectual Property License Agreement

[Attached]

Exhibit D

Polyphobe Patents

DOW FILE NO. & TITLE	APPLN./ PUBLN. NO.	APPLN. / PUBLN. DATE	PATENT NO.	GRANT DATE	OWNER
UC17267 - POLYMERS CONTAINING MACROMONOMER MIXTURES			US 5,639,841	6-17-97	The Dow Chemical Company
UC16815 - POLYMER CONTAINING MACROMONOMERS			US 5,292,843 US 5,342,883	3-8-94 8-30-94	The Dow Chemical Company
UC16551 - METHOD OF COATING SUBSTRATES UTILIZING AN ALKALIFUNCTIONAL ASSOCIATIVE THICKENER CONTAINING COATING COMPOSITION			US 5,192,592	3-9-93	The Dow Chemical Company
UC17135 - PROCESSES FOR PREPARING AQUEOUS POLYMER EMULSIONS	WO 95/00565	1-5-95	EP 0706535 (DE, FR, GB) US 5399618	6-25-97 3-21-95	The Dow Chemical Company
UC17008 - COMPLEX HYDROPHOBE COMPOUNDS			US 5,488,180	1-3-96	The Dow Chemical Company

Exhibit E

Macromonomer Manufacturing and License Agreement

[Attached]

Exhibit F

VA/VV/polyphobe Supply Agreement

[Attached]