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
Empty Holdings Inc.		11/05/2010	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Milacron Holdings Inc.
Street Address:	3010 Disney Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45209
Entity Type:	CORPORATION: DELAWARE

Name:	Cimcool Industrial Products LLC
Street Address:	3010 Disney Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45209
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Milacron Marketing Company LLC
Street Address:	3010 Disney Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45209
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77459535	
Serial Number:	77459524	STARCHEM

CH $65.00 77459535

CORRESPONDENCE DATA

Fax Number: (513)487-5061

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 843/243-9970

Email: john_gregg@bellsouth.net

Correspondent Name: John W. Gregg

Address Line 1: 3010 Disney Street

Address Line 4: Cincinnati, OHIO 45209

ATTORNEY DOCKET NUMBER:	STARCHEM
NAME OF SUBMITTER:	John W. Gregg
Signature:	/john gregg/
Date:	12/13/2010

Total Attachments: 10

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), effective the 5th day of November, 2010, is made and entered into by and among Ronald L. Smith, Michael J. Tabor, Henry Turchin, Mark A. Williams and Alan L. Shaffer (collectively, the "Stockholders" and each a "Stockholder"), Empty Holdings, Inc., an Ohio corporation formerly known as Starchem, Inc., ("Seller"; the Stockholders and Seller collectively "Assignors" and each an "Assignor") and Milacron Holdings Inc., a Delaware corporation ("Purchaser"), Cimcool Industrial Products LLC, a Delaware limited liability company ("Purchaser"), and Milacron Marketing Company LLC, a Delaware limited liability company ("Purchaser") (each of the foregoing Purchasers an "Assignee" and collectively "Assignees"), (each of Assignors and Assignees a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignees entered into that certain Asset Purchase Agreement, dated as of October 30, 2010, as amended (the "Asset Purchase Agreement"), pursuant to which Assignors have agreed to sell and Assignees have agreed to purchase the Assets from Assignors including all right, title and interest in and to those trademarks and service marks, trademark and service mark registrations, and trademark and service mark applications for registration comprising the Assets and set forth on Schedule A hereto (all such trademarks, service marks, registrations and applications for registration (including any and all goodwill symbolized by any of the foregoing and, in accordance with the terms of the Asset Purchase Agreement, that portion of Assignors' business to which the foregoing pertain) referred to collectively as the "Trademarks");

WHEREAS, Assignors are the owners of each of the Trademarks and/or interests therein; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW, THEREFORE, in consideration of the promises and the representations, warranties, agreements and covenants set forth in the Purchase Agreement, and intending to be legally bound, Assignors and Assignee hereby agree as follows:

1. Assignment. Effective upon Closing, Assignors hereby sell, assign and transfer to Assignees, and Assignees hereby accept the sale, assignment and transfer of, all right, title and interest in and to the Trademarks, as further described in the Asset Purchase Agreement.

2. Further Assurances. (a) Assignors shall, at the request and expense of Assignees, timely execute and deliver any additional documents and perform such additional acts that may be necessary or desirable to assist Assignees (or their successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignees' interest in and to the Trademarks and any other marks and registrations and applications for such marks within the Proprietary Rights, including without limitation, in the (i)

preparation and prosecution of any application for registration of the Trademarks, and (ii) prosecution or defense of any interference, opposition, cancellation, infringement or other Action that may arise in connection with any of the Trademarks, including testifying as to any facts relating to the Trademarks and this Assignment.

(b) If Assignees are unable for any reason to secure Assignors' signatures to any document it is entitled to under Section 2 hereof, each Assignor hereby irrevocably designates and appoints Assignees, and Assignees' duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor. Assignors shall not enter into any agreement in conflict with this Assignment.

3. Due Authorization. Assignors hereby authorize and request the Commissioner of Trademarks of the United States and any other official of any applicable Governmental Authority to issue any and all registrations from any and all applications for registration included in the Trademarks to and in the name of Assignees.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Ohio.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

TRADEMARK
REEL: 004430 FRAME: 0063

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

EMPTY HOLDINGS, INC. formerly known as STARCHEM, INC.

By: Ronald L. Smith
Name: Ronald L. Smith
Title: President

State of Ohio)
) ss
County of Lucas)

Before me this 5th day of November, 2010, personally appeared Ronald L. Smith to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Notary Public

NOTARY PUBLIC
AFFIX SEAL
STATE OF OHIO

CHARLES E. MITCHELL
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

RONALD L. SMITH

Ronald L. Smith
Signature

State of Ohio)
) ss
County of Lucas)

Before me this 5th day of November, 2010, personally appeared Ronald L. Smith to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Notary Public

NOTARY PUBLIC
AFFIX SEAL
STATE OF OHIO

CHARLES E. MITCHELL
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

MICHAEL J. TABOR

Signature

State of Ohio)
) ss
County of Warren)

Before me this 5th day of November, 2010, personally appeared Michael J. Tabor to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Notary Public

NOTARY PUBLIC STATE OF OHIO

AFFIX SEAL

CHARLES E. MITCHELL
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

HENRY TURCHIN

Signature

State of Ohio)
) ss
County of)

Before me this day of , 2010, personally appeared Henry Turchin to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Notary Public

AFFIX SEAL

MICHAEL J. TABOR

Signature

State of Ohio)
) ss
County of)

Before me this day of , 2010, personally appeared Michael J. Tabor to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Notary Public

AFFIX SEAL

HENRY TURCHIN

Henry Turchin

Signature

State of Ohio)
) ss
County of Union)

Before me this 5th day of November, 2010, personally appeared Henry Turchin to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Notary Public

AFFIX SEAL

NOTARY PUBLIC STATE OF OHIO

CHARLES E. MITCHELL
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

MARK A. WILLIAMS

Signature

State of Ohio)
) ss
County of Warren)

Before me this 5th day of November, 2010, personally appeared Mark A. Williams to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Notary Public

AFFIX SEAL

CHARLES E. MITCHELL
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C

ALAN L. SHAFFER

Signature

State of Ohio)
) ss
County of Hamilton)

Before me this 5th day of November, 2010, personally appeared Alan L. Shaffer to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Notary Public

AFFIX SEAL

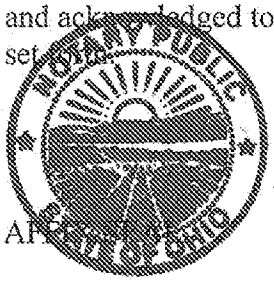
CHARLES E. MITCHELL
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C

MILACRON HOLDINGS INC.

By: _____
Name: Dennis H. Smith
Title: President

State of Ohio)
) ss
County of Clermont)

Before me this 5th day of November, 2010, personally appeared Dennis H. Smith to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.



HUGH C. O'DONNELL
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

_____
Notary Public

AFFIX SEAL

MILACRON MARKETING COMPANY LLC

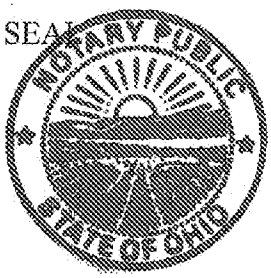
By: _____
Name: Dennis H. Smith
Title: President

State of Ohio)
) ss
County of Clermont)

Before me this 5th day of November, 2010, personally appeared Dennis H. Smith to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

_____
Notary Public

AFFIX SEAL



HUGH C. O'DONNELL
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

CIMCOOL INDUSTRIAL PRODUCTS LLC

By: _____
Name: Robert C. McKee
Title: President

State of Ohio)
) ss
County of Hamilton)

Before me this 5th day of November, 2010, personally appeared Robert C. McKee to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

_____
Notary Public

AFFIX SEAL

HUGH C. O'DONNELL
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

SCHEDULE A

PART 1: TRADEMARK REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

Mark	Country	Registration No.	Registration Date	Application No.	Application Date
Rain Drop Design	U.S.A.			77459535	04/28/2008
STARCHEM	U.S.A.			77459524	04/28/2008

TRADEMARK
REEL: 004430 FRAME: 0070

SCHEDULE A

PART 2: UNREGISTERED TRADEMARKS

Mark	Country	Status
POWER TAP	USA	Common Law (No Registration Sought)
POWER TAP HD	USA	Common Law (No Registration Sought)
SPRAY LUBE	USA	Common Law (No Registration Sought)
STARBRIGHT	USA	Common Law (No Registration Sought)
STARCLEAN	USA	Common Law (No Registration Sought)
STARCOOL	USA	Common Law (No Registration Sought)
STARCOOL RP	USA	Common Law (No Registration Sought)
STARLUBE	USA	Common Law (No Registration Sought)
STARSOL	USA	Common Law (No Registration Sought)

RECORDED: 12/13/2010
TRADEMARK
REEL: 004430 FRAME: 0071