

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
AlphaGary Limited		01/05/2011	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Mexichem Amanco Holding, S.A. de C.V.		
Street Address:	Rio San Javier No. 10 Viveros del Rio Tlalnepantla		
City:	Estado de Mexico C.P. 54060		
State/Country:	MEXICO		
Entity Type:	a company (sociedad anonima de capital variable): MEXICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1424828	MEGOLON	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128198200		
Email:	fcutajar@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patents & Trademarks		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1536538-0008		
DOMESTIC REPRESENTATIVE			
Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patents & Trademarks		
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OP \$40.00 1424828

NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	02/02/2011
Total Attachments: 6 source=AlphaGaryLimitedTMAssignToMexichem#page1.tif source=AlphaGaryLimitedTMAssignToMexichem#page2.tif source=AlphaGaryLimitedTMAssignToMexichem#page3.tif source=AlphaGaryLimitedTMAssignToMexichem#page4.tif source=AlphaGaryLimitedTMAssignToMexichem#page5.tif source=AlphaGaryLimitedTMAssignToMexichem#page6.tif	

Dated: January 7, 2011

AlphaGary Limited

and

Mexichem Amanco Holding, S.A. de C.V.

MARK ASSIGNMENT

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of the 7th of January 2011.

BETWEEN:

- (1) **AlphaGary Limited**, a company incorporated and existing under the laws of England and Wales with its registered address at Moorfield Road, Widnes, Cheshire, United Kingdom WA8 3AA (the "Assignor"); and
- (2) **Mexichem Amanco Holding, S.A. de C.V.**, a company (*sociedad anónima de capital variable*) incorporated and existing under the laws of Mexico with its principal place of business at Río San Javier No. 10 Viveros del Río Tlalnepantla, Estado de México C.P. 54060, México (the "Assignee").

WHEREAS:

- (A) The Assignor is the owner of all right, title, and interest in and to the registered trademarks and trademark applications set forth in Schedule A hereto (the "Marks").
- (B) The Assignor and the Assignee (among others) are parties to a business purchase agreement dated December 16, 2010 (the "Business Purchase Agreement") pursuant to which the Assignor has agreed to sell certain assets including the Marks to the Assignee.
- (C) The Assignor has agreed to assign the Marks to the Assignee.
- (D) Capitalized terms used in this Assignment and not otherwise specifically defined herein shall have the meanings given to such terms in the Business Purchase Agreement. The rules of interpretation set forth in Section 1.2 of the Business Purchase Agreement shall apply, *mutatis mutandis*, to this Assignment.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. ASSIGNMENT

In consideration of the respective covenants, agreements, representations, warranties and indemnities contained in the Business Purchase Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party hereto), and pursuant to the terms of the Business Purchase Agreement, the Assignor hereby assigns to the Assignee all of its right, title, and interest in and to the Marks and any common law interest in such marks together with all of the goodwill associated therewith, together with all rights under the Marks, including the right to enforce the Marks and recover damages and obtain all other remedies in respect of past, present and future infringements and misappropriations (whether known or unknown) of

the Marks, and all rights corresponding to any of the above throughout the world. This Assignment includes all of Assignor's right, title, and interest in and to all third party warranties, indemnities, and guarantees in relation to the Marks.

Assignor hereby authorizes the division of the information provided in Schedule A by the Assignee in order to facilitate the conveyance, transfer and assignment, consolidation, vesting and recording in Assignee, full ownership of the Marks.

2. NO MODIFICATIONS

This Assignment shall not enlarge, restrict or otherwise modify the terms of the Business Purchase Agreement or constitute a waiver or release by any party to the Business Purchase Agreement of any liabilities or obligations imposed thereby.

3. FURTHER ASSURANCE

The Assignor shall, at the reasonable request of the Assignee, promptly execute and deliver any further instruments of sale, conveyance, transfer, and assignment, and any notices, releases, acquittances, and other documents and perform such future acts that may be necessary to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder.

4. COUNTERPARTS

This Assignment may be executed in any number of counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Assignment, but the counterparts shall together constitute but one and the same instrument.

5. GOVERNING LAW

This Assignment shall be governed by and construed and enforced in accordance with the Legal Requirements of the State of New York applicable to agreements executed and to be performed solely within the State of New York, without regard to the conflicts of law principles of such state.

Any dispute, controversy or claim arising out of, relating to or in connection with this Assignment, including any question regarding its existence, validity or termination, or regarding a breach of this Assignment, shall be resolved pursuant to Sections 13.5 of the Business Purchase Agreement *mutatis mutandis*.

IN TESTIMONY WHEREOF, ASSIGNEE has caused this Assignment to be duly executed by its duly authorized officer on the date set forth below.

Mexichem Amanco Holding, S.A. de C.V.

By: Andres Capdepón

Its: General Counsel

Date: January 7, 2011

STATE OF NEW YORK _____)
)ss:
COUNTY OF NEW YORK _____)

On this 7th day of January 2011, before me the undersigned, a Notary Public for the state of New York, Sharon D. Chinitz personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Sharon D. Chinitz
Signature of Notary

SHARON D. CHINITZ
Notary Public, State of New York
No. 30-4330635
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires: 12/30/2011

SCHEDULE A

Trademarks (US)

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>App. Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Status</u>
MEGOLON	AlphaGary Limited	United States	Nov. 7, 1985	73567473	Jan. 13, 1987	1424828	Registered

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