

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AlphaGary Corporation		01/05/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mexichem Amanco Holding, S.A. de C.V.		
<b>Street Address:</b>	Rio San Javier No. 10 Viveros del Rio Tlalnepantla		
<b>City:</b>	Estado de Mexico C.P. 54060		
<b>State/Country:</b>	MEXICO		
<b>Entity Type:</b>	a company (sociedad anonima de capital variable): MEXICO		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2708708	ALPHAGARY	
Registration Number:	1700065	ALPHASEAL	
Registration Number:	0948762	DURAL	
Registration Number:	2495421	EVOPRENE	
Registration Number:	2104615	GARAFLEX	
Registration Number:	2092536	SMOKEGUARD	
Registration Number:	1414628	VYTHENE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2128198200		
<b>Email:</b>	fcutajar@whitecase.com		
<b>Correspondent Name:</b>	White & Case LLP		
<b>Address Line 1:</b>	1155 Avenue of the Americas		
<b>Address Line 2:</b>	Patents & Trademarks		
<b>Address Line 4:</b>	New York, NEW YORK 10036		

**OP \$190.00 2708708**

ATTORNEY DOCKET NUMBER:	1536538-0008
DOMESTIC REPRESENTATIVE	
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
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	02/02/2011
<p>Total Attachments: 6</p> <p>source=AlphaGaryCorpTMAssignToMexichem#page1.tif</p> <p>source=AlphaGaryCorpTMAssignToMexichem#page2.tif</p> <p>source=AlphaGaryCorpTMAssignToMexichem#page3.tif</p> <p>source=AlphaGaryCorpTMAssignToMexichem#page4.tif</p> <p>source=AlphaGaryCorpTMAssignToMexichem#page5.tif</p> <p>source=AlphaGaryCorpTMAssignToMexichem#page6.tif</p>	

Dated: January 7, 2011

**AlphaGary Corporation**

and

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

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MARK ASSIGNMENT

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## TRADEMARK ASSIGNMENT

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

### BETWEEN:

- (1) **AlphaGary Corporation**, a corporation incorporated and existing under the laws of the State of Delaware with its principal place of business at 170 Pioneer Drive, Leominster, MA 01453 (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: [Handwritten Signature]

Its: General Counsel

Date: January 7, 2011

STATE OF NEW YORK \_\_\_\_\_ )  
 )ss:  
COUNTY OF NEW YORK \_\_\_\_\_ )

On this 7<sup>th</sup> day of January 2011, before me the undersigned, a Notary Public for the state of New York, Andre Lapidus 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.

[Handwritten Signature]  
Signature of Notary

SHARON D. CHINITZ  
Notary Public, State of New York  
No. 30-4830635  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires June 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>
ALPHAGARY	AlphaGary Corporation	United States	Nov. 19, 2001	76340061	Apr. 22, 2003	2708708	Registered
ALPHASEAL	AlphaGary Corporation	United States	Aug. 28, 1991	74199043	July 14, 1992	1700065	Registered
DURAL	AlphaGary Corporation	United States	May 20, 1971	72392619	Dec. 19, 1972	0948762	Registered
EVOPRENE	AlphaGary Corporation	United States	July 2, 1999	75742421	Oct. 9, 2001	2495421	Registered
GARAFLEX	AlphaGary Corporation	United States	Oct. 13, 1995	75005038	Oct. 14, 1997	2104615	Registered
SMOKEGUARD	AlphaGary Corporation	United States	Oct. 13, 1995	75005037	Sept. 2, 1997	2092536	Registered
VYTHENE	AlphaGary Corporation	United States	Aug. 19, 1985	73554104	Oct. 28, 1986	1414628	Registered

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