

06-30-1999

ET

6-18-99



To the Honorable Commissioner of

101079775

ached original documents or copy thereof.

1. Name of conveying party(ies):
The Euclid Chemical Company

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State of
- Other _____

Additional names of conveying party(ies) attached?
 yes no

3. Nature of Conveyance

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: February 1, 1999

2. Name and address of receiving party(ies):

Name: Euchem, Inc.

Internal Address: _____

Street Address: _____
19218 Redwood Road
City Cleveland
State Ohio Zip: 44110

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Ohio
- Other _____

Additional name(s) & address(es) attached? yes no

4. Application number(s) or patent number(s):

A. Trademark Application No(s).

B. Trademark Registration No(s).

(See attached list)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Jeanne E. Longmuir, Esq.
Calfee, Halter & Griswold LLP
800 Superior Avenue - Suite 1400
Cleveland, Ohio 44114-2688

CERTIFICATE OF MAILING

Date: June 15, 1999

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope with sufficient postage addressed to: Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Va., 22202-3513.

Kara L. Krist

(Typed or Printed Name)

Kara L. Krist

(Signature)

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41): \$ 440.00

- Enclosed
- Authorized to be charged to deposit account
- Total Fee Due
- Any deficiencies in the enclosed fees.

8. Deposit account number: 03-0172

The Commissioner is hereby authorized to charge our deposit account for any deficiencies in the enclosed fees.

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeanne E. Longmuir
Name of Person Signing

Jefi
Signature

6/14/99
Date

Total number of pages comprising transmittal: 3

06/29/1999 DNGUYEN 00000251 1853972

01 FC:481
02 FC:482

40.00 OP
400.00 OP



06-18-1999
U.S. Patent & TMO/TM Mail Rcpt Dt. #22

TRADEMARK
REEL: 001920 FRAME: 0760

**U.S. TRADEMARK REGISTRATIONS
THE EUCLID CHEMICAL COMPANY**

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
FLATPLATE	1,853,972	9/13/94
THE EUCLID CHEMICAL COMPANY	1,712,869	9/8/92
VOX	1,719,707	9/29/92
CONSTRUCTION PRODUCTS FOR VOX A SAFER ENVIRONMENT & Design	1,783,747	7/27/93
ACCELGUARD	1,570,519	12/12/89
EUCO & Design	821,432	1/3/67
FIRMIX GROUT	818,990	11/22/66
EUCON WR	819,357	11/29/66
DAM-IT	818,532	11/15/66
REZ-SEAL	818,158	11/8/66
SURFHARD	819,356	11/29/66
EUCO POLY-PATCH	961,858	6/26/73
FLEX-CON	821,414	1/3/67
SURFLEX	821,413	1/3/67
DELAZ	823,850	2/14/67
MUREX & Design	821,735	1/3/67
WATERPELLER	573,346	4/21/53

ASSIGNMENT OF PARTNERSHIP INTEREST

KNOW ALL MEN BY THESE PRESENTS that Holderchem (US) Inc., a Delaware corporation ("Assignor"), does by this Assignment of Partnership Interest (the "Assignment") assign and transfer unto Euechem Inc., an Ohio corporation ("Assignee"), all of Assignor's right, title and interest in The Euclid Chemical Company Partnership, an Ohio general partnership (the "Partnership"), together with Assignor's right, title and interest in and to Assignor's right, title and interest in and to Assignor's capital account and any assets or properties of the Partnership (the foregoing rights, interest and claims of Assignor to be transferred hereby are hereinafter collectively referred to as the "Partnership Interest"); TO HAVE AND TO HOLD the Partnership Interest unto Assignee, its successors and assigns, forever.

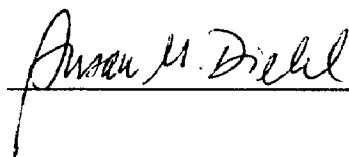
Assignor, for Assignor and Assignor's successors and assigns, does hereby covenant and agree with Assignee and its successors and assigns that: (i) Assignor is the true and lawful owner of the Partnership interest and has lawful authority to assign and transfer the same; (ii) the Partnership Interest consists of a general partnership interest of 50% in the Partnership as evidenced by the Partnership Agreement dated December 12, 1990; (iii) the Partnership Interest is free and clear of all liens, claims and encumbrances whatsoever; (iv) Assignor will, and Assignor's successors and assigns shall, warrant and defend the same against the lawful claims and demands of all persons whomsoever claiming through Assignor; and (v) Assignor shall hereafter execute and deliver any further assignments, instruments of transfer, amendments to partnership agreements and certificates, and other assurances as may be reasonably necessary to fully vest in Assignee the Partnership Interest hereby conveyed or intended to be conveyed.

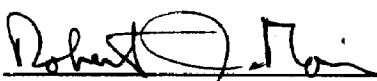
This Assignment of Partnership Interest is made, executed and delivered in accordance with an Agreement for Purchase of Partnership Interest dated January 8, 1999 for good and valuable consideration, received to the satisfaction of Assignor, and shall be binding upon the parties and their respective successors and assigns. This Assignment shall be effective as of 12:00 p.m. on the 1st day of February, 1999 (the "Effective Date").

IN WITNESS WHEREOF, Assignor has caused this Assignment of Partnership Interest to be executed and delivered, to be effective as of the Effective Date.

Signed in the presence of:

HOLDERCHEM (US) INC.



By: 

Robert J. Moir, Its Secretary