

06-02-2000

MAY -9 PM



101372499

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

05/09/00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

05/31/2000 DNGUYEN 00000152 891187

FOR OFFICE USE ONLY

01 FC:481

40.00 DP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="891,187"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.



Name of Person Signing

DOUGLAS WM. MASSINGER

Signature

5/9/00

Date Signed

**This U.S. TRADEMARK ASSIGNMENT, from WITCO CORPORATION,
a Delaware corporation ("Assignor"), to STONEY CREEK TECHNOLOGIES, LLC,
a Pennsylvania limited liability company ("Assignee").**

WITNESSETH:

**WHEREAS, Assignor has adopted, has used and is the sole and exclusive owner
of the trademarks set forth in Exhibit A hereto (the "Trademarks"); and**

**WHEREAS, Assignee has acquired certain assets from Assignor pursuant to the
Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of June 30, 1998, among
Assignor and Assignee, and desires to acquire full right, title and interest in the Trademarks.**

**NOW, THEREFORE, for good and valuable consideration, receipt of which is
hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, its successors
and assigns, Assignor's entire right, title, and interest in and to the Trademarks, together with the
good will of Seller's business of manufacturing, selling and distributing certain anti-corrosion
products symbolized by the Trademarks and together with all claims for damages by reason of
past or future infringement of the Trademarks, with the right to sue for and collect the same.**

**Assignor makes no representations or warranties with respect to the Trademarks,
including, but not limited to, warranties as to merchantability or fitness for a particular purpose,
except as expressly made and contained in the Asset Purchase Agreement.**

**Assignor hereby covenants and agrees that it will at any time upon request of
Assignee, execute and deliver any and all papers that may be necessary or desirable to perfect in
Assignee title to the Trademarks.**

IN WITNESS WHEREOF, Assignor has caused this U.S. Trademark Assignment to be signed by its duly authorized officer this 30th day of JUNE, 1998.

WITCO CORPORATION

By: T.E. Mignanelli
Name: Thomas E. Mignanelli
Title: Director, Corporate Development

STATE OF Connecticut
COUNTY OF Fairfield) ss.:

On this 30th day of JUNE, 1998, before me, a notary public in and for said County, personally appeared Thomas E. Mignanelli who acknowledged himself to be the above identified officer of Assignor and that he being authorized to do so executed the foregoing instrument for the uses and purposes therein specified.

Sandy L. Spring
Notary Public
SANDY L. SPRING
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 26, 2003

Exhibit A
to U.S. Trademark Assignment

<u>Country Name</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Trademark</u>
United States	891,187	5/19/70	Witco Corporation	SACI