FORM PTO-1618A Expires 06/30/99 OMB 0651-0027 12-26-2000



U.S. Department of Commerce Patent and Trademerk Office TRADEMARK

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RECORDATION FORM COVER SHEET

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Submission Type	Conveyance Type		
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Resubmission (Non-Recordation) Document ID # Correction of PTO Error Reel # Corrective Document	Security Agreement Nunc Pro Tunc Assignment Merger Month Day Year Change of Name		
Reel # Frame #	Other		
Conveying Party Name Amber Chemical, Inc.	Mark if additional names of conveying parties attached Execution Date Month Day Year 10 30 2000		
Formerly	Limited Partnership x Corporation Association		
Other			
Citizenship/State of Incorporation/Organiza	ation <u>Deloware</u>		
Receiving Party	Mark if additional names of receiving parties attached		
Name General Chemical Industr	ial Products Inc.		
DBA/AKA/TA			
Composed of			
Address (line 1) 90 East Halsey Road			
Address (line 2)			
Address (line 3) Parsippany	New Jersey 07054		
Individual General Partnership City General Partnership Association	State/Country 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		
Other	representative should be attached. (Designation must be a separate document from Assignment.)		
Citizenship/State of Incorporation/Organiza	tion <u>Bgloware</u>		
2/22/2000 MTHAI1 00000190 75157830 FOR OFFICE USE ONLY			
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Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

FORM PTO- Expires 06/30/99 OMB 0651-0027	1618B	Page 2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK
	epresentative Name a	and Address Enter for the first Re	eceiving Party only.
Name			
Address (line 1)			
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Address (line 4)			
Correspond	lent Name and Addres	SS Area Code and Telephone Number (212) 909-6473
Name	E. Raman Bet- Man	sour	
Address (line 1)	Debevoise & Plimp	ton	
Address (line 2)	875 Third Avenue		
Address (line 3)	New York, NY 1002:	2	
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Pages	Enter the total number of including any attachmen	f pages of the attached conveyance do ts.	cument # 5
Trademark A		or Registration Number(s)	Mark if additional numbers attached
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	emark Application Numb	er(s) Registi	ration Number(s)
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75/31778	30		
Number of F	Properties Enter the to	otal number of properties involved.	# 2
Fee Amount	Fee Amoun	t for Properties Listed (37 CFR 3.41):	\$ 65.00
Method of Deposit A		closed X Deposit Account	
(Enter for pa	nyment by deposit account or if a	edditional fees can be charged to the account.) Deposit Account Number:	#
		Authorization to charge additional fees:	Yes No
Statement a	nd Signature		
attaci	e best of my knowledge and hed copy is a true copy of the ated herein.	belief, the foregoing information is true and e original document. Charges to deposit ad	d correct and any ecount are authorized, as
ERa	aman Bet-Mansour	E. Raman Bet Mas	mum Dec 7, 2000
	of Person Signing	Signature	Date Signed

ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment"), effective as of October 30, 2000, made by AMBAR CHEMICAL, INC., a Delaware corporation having a principal place of business at Two Greenspoint Plaza, 16825 Northchase Drive, Suite 1500, Houston, Texas 77060 ("Assignor") to GENERAL CHEMICAL INDUSTRIAL PRODUCTS INC., a Delaware corporation having a principal of business at 90 East Halsey Road, Parsippany, New Jersey 07054 ("Assignee").

WHEREAS, Assignor has adopted, used and is using the mark set forth under "Registered Trademark" on Schedule I hereto and incorporated by reference herein, which is registered in the United States Patent and Trademark Office, and other marks, and any and all common law rights therein, if any, including but not limited to those set forth on Schedule I (the "Assigned Marks"); and

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of September 18, 2000 (the "Purchase Agreement"), providing for the transfer of the Assigned Marks to Assignee:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignment. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of any Lien (as defined in the Purchase Agreement); all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interest, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages, the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment has not been made.
- 2. <u>Further Actions</u>. Assignor hereby agrees that Assignor shall execute and deliver such assignments, endorsements and other instruments and evidences of transfer and give such further assurances and perform such further acts as the Assignee may reasonably request and as may be reasonably necessary in order to render effective this consummation of the transactions contemplated hereby and under the Purchase Agreement.

- 3. <u>Representations and Warranties</u>. All representations and warranties from Assignor to Assignee in the Purchase Agreement with respect to the Assigned Marks and the other rights assigned above are incorporated herein by reference.
- 4. <u>Miscellaneous</u>. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of this 30th day of October, 2000.

AMBAR CHEMICAL, INC.

By

Name: Anthony D. Caridi

Title: President and Secretary

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Date of Deposit <u>December 7, 2000</u>

I hereby certify that this poper or fee is being deposited with the United States Peats, Service "Express Mail Peat Office to Addresses" service artist u7 CFR 1.10 on the date indicated above and to different to the Commissioner at Patents and Tradsmerks Washington, PcC, 20101.

R=13 Ak=3
(Typed or printed name of person mailing paper or fee)

(Signature of person mailing paper or fee)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this the 30th day of October, 2000, before me, the undersigned officer, personally appeared Anthony D. Caridi, who acknowledged himself to be the President of Ambar Chemical, Inc., a corporation organized and existing under the laws of the Commonwealth of Delaware and that he, as such Anthony D. Caridi, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand and official seal.

[NOTARY SEAL]

DAVID REILLY
Notary Put in State of New York
No. 02 3E6043012
Qualified in New York County
Commission Expires June 5, 2002

David Reilly, Esq.
Notary Public
State of New York

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Date of Deposit December 7, 2000	
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SCHEDULE I

I. Registered Trademarks

Mark Registration No. Registration Date

Crystal Melt 75/157,830 August 28, 1996 Thermocal 75/317,780 July 1, 1997

II. Common Law Trademark/Servicemark

- 1. Crystal Melt
- 2. Thermocal

RECORDED: 12/08/2000