

03-02-2001



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

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

2/15/01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Execution Date
Month Day Year

Name Chemcraft International, Inc.

12/20/2000

Formerly _____

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

RECEIVED
2001 FEB 15 PM 4:49
ASSIGNMENT SERVICES
DIVISION

Receiving Party

Mark if additional names of receiving parties attached

Name Sico, Inc.

DBA/KA/TA _____

Composed of _____

Address (line 1) 2505 de la Metropole Street

Address (line 2) Longueuil

Address (line 3) Quebec

Canada

J4G 1E5

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

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.)

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01 FC:481 40.00 OP
02 FC:482 75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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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"/>	<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" value="2340645"/>	<input type="text" value="1946567"/>	<input type="text"/>
<input type="text" value="2316592"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2166344"/>	<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

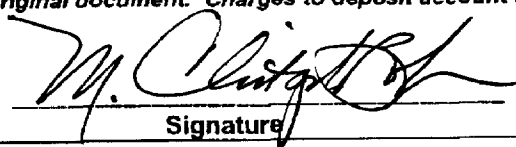
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

M. Christopher Bolen
Name of Person Signing



Signature

February 14, 2001
Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") made as of this 20th day of December, 2000 (the "Effective Date"), is from Chemcraft International, Inc., a North Carolina corporation, with its principal place of business at 3950 New Walkertown Road, Winston-Salem, North Carolina 27105 (the "Assignor") to Sico, Inc., a Canadian corporation, with its principal place of business at 2505 de la Métropole Street, Longueuil, Quebec, J4G 1E5 (the "Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the record owner of the trademarks listed in Exhibit A (the "Marks"); and

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement, dated the 20th day of December, 2000, pursuant to which Assignor assigned, transferred and conveyed to Assignee all worldwide right, title and interest in and to the Marks, together with all the goodwill of the business, and all common law rights, associated with the Marks; and

WHEREAS, Assignor and Assignee now desire to confirm the assignment of the Marks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Marks, together with (i) the goodwill of the business associated with and symbolized by the Marks, (ii) any and all common law rights, title and interest associated with the Marks, and (iii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Marks.
2. Assignor represents and warrants to Assignee that: (i) to the Assignor's knowledge, the Marks and use thereof do not and will not violate any trademark or other intellectual property rights of any third party; (ii) Assignor has not previously transferred, assigned, licensed, or otherwise encumbered the Marks; and (iii) Assignor will not take any action to interfere with Assignee's right, title and interest in and to the Marks, the goodwill of the business associated therewith, and the common law rights therein and thereto.
3. Assignor further represents and warrants to Assignee that, upon the execution and delivery of this Assignment, Assignee will be vested with all of Assignor's right, title and interest in and to the Marks, free and clear of all liens, claims, licenses or other encumbrances.
4. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such confirmatory assignments and other legal documents as

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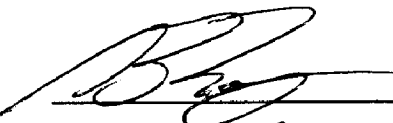
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respect to its ownership of the Patent shall not extend beyond those set forth in the
aforementioned Asset Purchase Agreement.

IN WITNESS WHEREOF, Assignor executed this Assignment as of the Effective Date.

ASSIGNOR:
Chemcraft International, Inc.

By: 

Printed Name: David Rogers

Title: C.O.O.

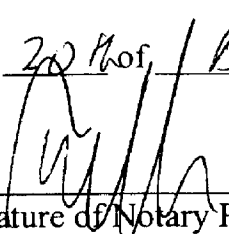
PROVINCE OF ONTARIO)

CITY OF TORONTO)

I, C. Marco Paura, a Notary Public of the City of Toronto, of the
Province of Ontario, do hereby certify that David Rogers personally appeared
before me this day and, being by me first duly sworn, stated that s/he is duly authorized by
Chemcraft International, Inc. to execute this document as a duly authorized act of such company.

WITNESS my hand and notarial seal, this 20th of December, 2000.

[NOTARY SEAL]


Signature of Notary Public

My Commission Expires: _____

EXHIBIT A

List of Trademarks

A. Registered Marks.

<u>Mark</u>	<u>Reg. No.</u>	<u>Date of Reg.</u>	<u>Register</u>
CHEMISOLID	2,340,645	04/11/2000	Principal
ULTRASOLID	2,316,592	02/08/2000	Principal
POWDERFREE	2,166,344	06/16/1998	Principal
SADOSOLID	1,946,567	01/09/1996	Principal

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