



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Neste Chemicals Canada, Inc.

09/25/01

- Individual(s) Association
General Partnership Limited Partnership
X Corporation-State Canada
Other

Additional name(s) of conveying party(ies) attached? Yes X No

2. Name and address of receiving party(ies)

Name: Occidental Chemical Corporation

Internal Address:

Street Address: 5005 LBJ Freeway

City: Dallas State: Texas Zip: 75244

Individual(s) citizenship

Association

General Partnership

Limited Partnership

X Corporation-State New York

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- X Assignment Merger
Security Agreement Change of Name
Other

Execution Date: September 28, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,447,009

Additional number(s) attached Yes X No

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

Name Nicole B. Emmons

Baker & McKenzie

Internal Address:

Street Address: 2001 Ross Avenue, Suite 2300

City: Dallas, State: Texas Zip: 75201

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

X Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

13-0480

(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.

Nicole B. Emmons

Name of Person Signing

Nicole B. Emmons

Signature

9-25-01

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK ASSIGNMENT

WHEREAS, Neste Chemicals Canada Inc., a corporation organized and existing under the laws of Canada ("Assignor") has adopted and used, is using and is the owner of the trademarks listed in the attached Schedule A as trademarks now registered or applied for in the United States Patent and Trademark Office; and

WHEREAS, Occidental Chemical Corporation, a corporation organized and existing under the laws of the State of New York and having its principal office at 5005 LBJ Parkway, Dallas, Texas 75244-6119 ("Assignee") is desirous of acquiring said trademarks together with the good will of the business with which said trademarks are used and which are symbolized by said trademarks and any and all registrations and application for registration of said trademarks.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged by said Assignor, Assignor assigns to Assignee the entire right, title and interest in and to said trademarks, all registrations and applications for registration of said trademarks, the right to recover for past infringement of said trademarks, and the good will of the business symbolized by said trademarks and registrations and application to register said trademarks thereof.

Signed at Toronto, Canada, this 28th day of September 2000.

NESTE CHEMICALS CANADA INC.

By: 

Attest:


Date: 9/28/00

STATE OF Oregon)

) SS.

COUNTY OF Lane)

On this 28th day of September 2000 appeared R. W. Kroeker, to me personally known and known to be the person who executed the foregoing instrument; and who, being by me duly sworn, did say that he/she is President of Neste Chemicals Canada Inc. and that he/she is authorized to execute said instrument on behalf of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and unto me acknowledged said instrument to be the free act and deed of said corporation.

Jana P. Myers
Notary Public



SCHEDULE "A"

TRADE-MARK

REGISTRATION NO.

DYNASET

1,447,009

TRADE MARK ASSIGNMENT

THIS AGREEMENT made as of the 28th day of September, 2000.

B E T W E E N:

NESTE CHEMICALS CANADA INC.

(hereinafter called the "Seller")

OF THE FIRST PART

- and -

OCCIDENTAL CHEMICAL CORPORATION

(hereinafter called the "Buyer")

OF THE SECOND PART

WHEREAS the Seller and the Buyer executed and delivered an agreement of purchase and sale dated the 26th day of September, 2000 (the "Asset Purchase Agreement") providing for the sale by the Seller of certain assets and undertakings of its Lindsay Business to the Buyer including without limitation the trademarks listed on the attached schedule (the "Mark");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. The Seller hereby grants, sells, assigns, and transfers over to the Buyer all of its right, title and interest in and to the Mark and all applications and registrations for the Mark, the goodwill of the business symbolized by the Mark and the right to recover payment for past infringements of the Mark, in Canada and the United States of America and any variations thereof owned or controlled by the Seller, the same to be held and enjoyed by the Buyer, its successors and assigns as fully and effectually as such right, title and interest could have been held and enjoyed by the Seller if this sale, assignment and transfer had not been made.
2. The Seller covenants and agrees that the Seller possesses good and marketable title to the Mark free and clear and absolutely released and discharged from and against all former and other bargains, sales, gifts, grants, options, assignments, pledges, security interests, adverse claims, liens, charges and encumbrances of any nature or kind whatsoever.
3. The Seller expressly disclaims all warranties, express or implied, as to the enforceability of the Mark or any other matter which affects the Buyer's right to use the Mark.
4. The Seller shall:

- (a) not oppose any application by the Buyer for registration of the Mark;
- (b) not oppose the use by the Buyer of the Mark;
- (c) render all necessary assistance to the Buyer in prosecuting any application for registration of the Mark;
- (d) not take any action nor assist, either directly or indirectly, any third party in any action, which challenges the validity of the Mark;
- (e) pending registration of the Buyer as owner of the Mark, lend its name as predecessor in title to any proceedings for infringement which the Buyer may require to be brought against any person wrongfully using the Mark within two years of the date of this Agreement; and
- (f) not file any application to register in any Trade Marks Office any trade mark that may be confusingly similar with the Mark.

5. The Seller covenants and agrees with the Buyer that the Seller will from time to time and at all times hereafter make, do and execute or cause or procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by the buyer whether for more effectually and completely vesting in the Buyer the Mark hereby transferred in accordance with the terms hereof or for the purpose of registration or otherwise.

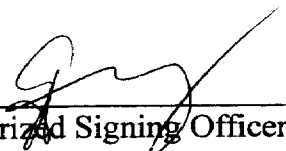
6. Terms capitalized but not defined herein shall have the meanings attributed to them in the Asset Purchase Agreement.

7. This Agreement shall be binding on and enure to the benefit of the Seller and the Buyer and their respective representatives, successors and assigns.

IN WITNESS WHEREOF the Seller has executed this Agreement on the date first above written.

NESTE CHEMICALS CANADA INC.

Per: 
Authorized Signing Officer

Per: 
Authorized Signing Officer

SCHEDULE "A"

TRADE-MARK

DYNASET

REGISTRATION NO.

1,447,009

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RECORDED: 09/25/2001

TRADEMARK
"EXPRESS MAIL" EL 698 813 949 US
REEL: 002375 FRAME: 0759