

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Tetra Technologies, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other, Trademark License Agreement
- Merger
- Change of Name

Execution Date: 09/30/2003

2. Name and address of receiving party(ies)

Name: W. M. Barr & Company, Inc.

Internal

Address: _____

Street Address: 2105 Channel Avenue

City: Memphis State: TN Zip: 38113

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,720,306

Additional number(s) attached Yes No

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

Name: Lea Hall Speed, Esq.

Internal Address: _____

Street Address: _____

c/o Baker, Donelson, Bearman, Caldwell & Berkowitz

City: Memphis State: TN Zip: 38103

6. Total number of applications and registrations involved: _____

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-1629

DO NOT USE THIS SPACE

9. Signature.

Lea Hall Speed, Esq.

Name of Person Signing

Lea H. Speed
Signature

March 22, 2004

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

CH \$40.00 081629 1720306

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT, including all Exhibits hereto (this "Agreement"), is entered into and effective the 30th day of September, 2003 (the "Effective Date"), by and between TETRA Technologies, Inc. ("Licensor"), and W. M. Barr & Company, Inc. ("Licensee").

WHEREAS, Licensor, among other business activities, is engaged in the manufacture and sale of calcium chloride; and

WHEREAS, by virtue of that certain Stock Purchase Agreement of even date herewith (the "Purchase Agreement"), Licensee has acquired from Licensor all of the capital stock of Damp Rid, Inc., formerly a wholly-owned subsidiary of Licensor, which is engaged in the distribution and sale of moisture absorbing products containing calcium chloride for various consumer applications (the "Damp Rid Business"); and

WHEREAS, Licensor has certain rights in and to the trademark "Ice Blaster ®" (the "Mark"), which, among other uses, was used by Licensor in connection with the Damp Rid Business; and

WHEREAS, Licensee desires to obtain a non-exclusive, fully-paid, royalty-free license to use the Mark in connection with its conduct of the Damp Rid Business, subject to the terms and conditions set forth herein, and Licensor is willing to permit such use by Licensee subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and promises expressed in this Agreement, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties have agreed as follows:

1. License Grant. Subject to the terms and conditions of this Agreement, Licensor grants Licensee, who hereby accepts, a worldwide, royalty-free, non-exclusive and non-transferable right and license to use the Mark solely in connection with the Damp Rid Business. Except for such license, all other rights are hereby reserved to Licensor. Licensee shall not advertise, promote, sell, provide, lease, transfer, or otherwise distribute any goods or services bearing the Mark (or in connection with which any of the Mark is used) except as permitted herein. All uses of and references to the Mark by Licensee shall conform with such instructions therefor as Licensor from time to time may provide Licensee.

2. Ownership. (a) Subject to Section 2(b), the Mark, and all rights relating thereto, shall remain the sole and exclusive property of Licensor. All uses of the Mark shall inure solely to the benefit of Licensor. Nothing in this Agreement or otherwise shall give Licensee or others any right, title, or interest whatsoever in and to the Mark other than the rights expressly granted hereunder. Licensee agrees that it shall not attack or dispute Licensor's title or rights in and to the Mark or the validity thereof. Licensee shall not register any of the Mark in its own name. (b) If Licensor chooses to entirely discontinue the use of the Mark for any goods or services, Licensor shall promptly notify Licensee of such decision. Licensee may acquire all of

Licensors' rights and title in the Mark by sending written notice of Licensee's decision to that effect to Licensor within thirty (30) days from Licensee's receipt of notice of Licensor's decision of such discontinuation. Upon receipt of such notice from Licensee, Licensor shall thereafter execute such lawful instruments as are needed to convey Licensor's rights and title in the Mark to Licensor. No payment of fees to Licensor by Licensee shall be required for such transfer. If Licensee fails to provide timely written notice to Licensor to acquire the Mark, then Licensor's obligations under this Section 2(b) shall be forever discharged.

3. Use by Others. Licensor, and its other licensees, shall have the right to use the Mark simultaneously with the use of the Mark by Licensee. Licensor does not warrant or represent that Licensee will have the sole and exclusive right to use the Mark. Licensor is not obliged to indemnify or reimburse Licensee for any expenses by Licensee in connection with Licensee's use of the Mark.

4. Modifications. Licensee recognizes and agrees that from time to time, Licensor may change or modify the Mark. Licensee agrees that it shall accept and promptly use such changes and modifications as if they were a part of this Agreement at the time of the execution hereof, and to make any and all expenditures that such charges or modifications may require. Licensee shall not modify or alter the Mark and shall not use the Mark in connection or combination with any other trademark or service mark without the prior written approval of Licensor. Licensee may not use the Mark on any new products, goods, promotional materials, or any other items without first submitting two (2) actual specimens of same to Licensor and obtaining Licensor's prior written consent to such proposed usage, which consent shall not be unreasonably withheld. Licensee shall not use, form or participate in the formation or operation of any firm or company which incorporates or embodies, any of the Mark or Licensor's name, and Licensee shall not allow others to use the Mark or Licensor's name without Licensor's prior written consent.

5. Quality Control. All uses of the Mark (including without limitation all promotional, advertising, and packaging materials used in connection with the Licensed Items) by Licensee shall be in accordance with the standards of quality therefor as provided in writing by Licensor, and as amended by Licensor from time to time. Licensee shall cooperate with Licensor in facilitating Licensor's control of the nature and quality of goods and services, and all promotional, advertising, and packaging materials therefor, utilizing the Mark and will supply Licensor with specimens of use of the Mark promptly upon Licensor's request therefor. Licensee shall use the Mark to market and sell only those goods and services which have been previously authorized by Licensor and which meet or exceed Licensor's quality standards.

6. Protection of the Mark. Licensee shall cooperate with Licensor in connection with efforts to protect the Mark, including without limitation efforts to obtain registrations and/or prevent any infringements. Licensee shall promptly comply with Licensor's reasonable requests for information, specimens of usage, and the like, and shall promptly execute such lawful instruments as Licensor may reasonably request. In the event of any actual or suspected infringement or piracy of any aspect of the Mark, Licensee shall immediately report the same to Licensor in writing. Licensor shall have the sole and exclusive right to institute any claim, demand, or cause of action with respect to any such suspected or actual infringement or piracy. Licensor shall have no obligation or duty, however, to institute any such claim, demand, or cause of action. Licensee shall furnish Licensor full cooperation in connection with any such claim,

demand, or cause of action. If requested by Licensor to do so, Licensee shall join as a party to or shall file in its own name such claim to, demand, or cause of action and, in such situations, shall be entitled to recover (without accounting to Licensor) any damages suffered by Licensee as a result of such infringement or piracy.

7. Independent Contractor Relationship. Licensee certifies that it is an independent contractor and not the agent or legal representative of Licensor and that any representation made or agreement executed by Licensee shall be Licensee's sole responsibility. Licensee shall conduct its business as a principal solely for its own account and at its own expense and risk. Licensee represents that it will not act or represent itself directly or by implication as an agent for Licensor and will not attempt to create any obligation, or make any representation, on behalf of or in the name of Licensor. Licensee further shall not have authority to and shall not appoint any licensee, associate licensee or sublicensee of the Mark without the prior written approval of an authorized officer of Licensor. Because Licensor and Licensee are independent contractors, nothing contained in this Agreement shall be construed to (i) give either party the power to direct or control the activities of the other; (ii) constitute the parties as principal and agent, partners, joint venturers, or co-owners or otherwise as participants in a joint undertaking; or (iii) allow Licensee to create or assume any obligation on behalf of Licensor for any purpose whatsoever. **THIS IS NOT A FRANCHISE (OR BUSINESS OPPORTUNITY) RELATIONSHIP.**

8. Protection of Goodwill. Licensee at all times shall use its best efforts to act and operate in a manner consistent with good business ethics, and in a manner that will reflect favorably on the goodwill and reputation of Licensor and the Mark. Licensee's best efforts shall include at a bare minimum, but are not limited to, the prompt performance of all of its obligations under this Agreement. Licensee at all times shall refrain from engaging in any illegal, unethical, unfair or deceptive practices, whether with respect to goods and services utilizing the Mark or otherwise.

9. Taxes. Licensee shall pay all license fees, sales, use, occupation, personal property, transportation and excise taxes and any other fees, assessments or taxes which may be assessed or levied by any national, state or local government and any departments and subdivisions thereof, on account of Licensee's license or use of the Mark or in connection with this Agreement and/or Licensee's business.

10. Disclaimers; Limits of Liability. **LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, THAT MIGHT OTHERWISE ARISE INCLUDING THE IMPLIED WARRANTIES OF (1) MERCHANTABILITY; AND (2) FITNESS FOR A PARTICULAR PURPOSE; AND (3) THAT LICENSEE'S USE OF THE MARK IS FREE FROM INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS, OR PROPRIETARY RIGHTS OF THIRD PARTIES. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE TO LICENSEE AS TO ITS EARNINGS, SUCCESS, REVENUES, PROFITS OR LOSSES PURSUANT TO THIS AGREEMENT AND LICENSOR HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY EARNINGS, SUCCESS, REVENUES, PROFIT, LOSS, OR FAILURE OF LICENSEE HEREUNDER. IN NO EVENT WILL LICENSOR BE LIABLE FOR (i) ANY DAMAGES CAUSED, IN WHOLE OR PART, BY LICENSEE, OR FOR (ii) ANY LOST**

REVENUES, LOST PROFITS, LOST SAVINGS OR OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY LICENSEE OR ANY THIRD-PARTY.

11. Term and Termination. This Agreement shall remain in full force and effect unless and until terminated as provided for herein. This Agreement shall automatically terminate in the event that Licensee discontinues for a period of five (5) consecutive years (or gives written notice to Licensor of its intent to discontinue) either (i) its use of the Mark, or (ii) the Damp Rid Business. Either party may terminate this Agreement in the event of a material breach by the other upon fifteen (15) days prior written notice thereof to the other, with the license to automatically terminate if such breach is not cured prior to the end of such fifteen (15) days.

12. Post-Terminations Rights/Duties. Upon termination of this Agreement, Licensee shall promptly cease all use of the Mark and shall not thereafter adopt or use in any manner any name, trademark, service mark, logo, device, or the like which is or may be confusingly similar to the Mark. Upon termination of this Agreement, Licensee shall thereafter refrain from operating or doing business under any name or in any manner that might tend to give the general public the impression that the license granted pursuant to this Agreement is still in force or that Licensee is in any way connected or affiliated with or sponsored by Licensor. The provisions of Sections 2, 9, 10, 12, 13, 18 and 20 shall survive the termination or expiration of this Agreement.

13. Indemnity. Licensee shall be solely responsible for and shall defend, indemnify, and hold Licensor harmless from and against any and all claims or causes of action whatsoever, and any and all liabilities and every loss, cost, and expense, including the cost of investigating the claim and reasonable attorneys' fees incurred by Licensor, brought by Licensee's employees, agents, subcontractors, sublicensees, and representatives, or any other third party, caused by, arising out of, or relating to the exercise or practice of the rights granted hereunder by Licensor to Licensee. This contractual obligation of indemnification shall extend to and cover the manufacture, use, sale, lease, rental or other providing or marketing of any goods or services in connection with which Licensee has used the Mark. This contractual obligation of defense and indemnification shall extend in favor of the officers, employees, agents, and representatives of Licensor. This contractual obligation of defense and indemnification shall include claims, demands, or causes of action on account of any death or bodily injury to person or injury to property or economic loss. **THIS CONTRACTUAL OBLIGATION OF DEFENSE AND INDEMNIFICATION SHALL INCLUDE CLAIMS, DEMANDS, OR CAUSES OF ACTION ALLEGING SOLE OR CONCURRENT NEGLIGENCE OR OTHER FAULT ON THE PART OF LICENSOR.** If a court of competent jurisdiction enters a final judgment that Licensor is partially negligent with respect to a third party claim, then Licensee's indemnification obligations shall be reduced on a proportionate basis by Licensor's proportionate share of negligence so adjudicated.

14. Amendment; Waiver; Modification. No amendment, modification or waiver of any provision of this Agreement and no consent to any departure therefrom, shall be effective unless in writing and signed by duly authorized representatives of each party. No notice or demand on Licensee shall entitle it to any other or further notice or demand in similar or other circumstances. No failure or delay on the part of Licensor in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any

such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

15. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Licensee shall not grant any sublicenses or assign, delegate or otherwise transfer its rights or obligations hereunder or any interest herein (including any assignment or transfer occurring by operation of law) without the prior written consent of Licensor. Licensor may freely assign or transfer any or all of its rights, obligations, or interest herein.

16. Compliance with Laws. Licensee shall, at all times hereunder, comply with any and all applicable laws, including without limitation all applicable export and import laws and regulations.

17. Notices. All notices and other communications provided for hereunder shall be in writing and sent by mail or facsimile to the applicable party at the address or fax number of such party as set forth in the Purchase Agreement or at such other address or fax number as shall be designated by any party in a written notice to the other party complying as to delivery with the terms of this Section. Each such notice or other communication shall, when mailed, be deemed received on the third working day after it has been deposited in the mails, or when mechanically confirmed as to receipt by facsimile. When mailed, any notice shall be sent by first class certified mail, return receipt requested, enclosed in a postage prepaid wrapper.

18. Choice of Law. This Agreement is deemed made and accepted in Houston, Harris County, Texas, United States of America, and shall be governed by and construed in accordance with the laws of the State of Texas, excluding therefrom Texas' conflicts or choice of law rules which lead or may lead to the application of the substantive law of another jurisdiction. Any disputes or controversies relating to or arising out of this Agreement, or its performance or breach, shall be resolved by the state or federal courts sitting in Houston, Harris County, Texas.

19. Reformation; Severability. If any provision of this Agreement is declared invalid by any tribunal of competent jurisdiction, then such provision shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time, and, as so adjusted, shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.


20. Sole and Entire Agreement. Each of the parties hereto agrees that there are no other agreements, understandings, or representations, oral or written, other than as set forth herein, and that this Agreement supersedes and replaces any and all prior and contemporaneous agreements, understandings, representations, statements, or other communications, relating to the subject matter hereof. The parties hereto further agree that this Agreement constitutes the sole and entire agreement between the parties relating to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties to be effective the day and year first above written.

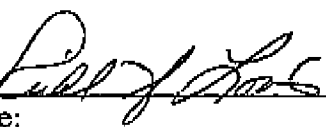
Licensor:

TETRA TECHNOLOGIES, INC.

By: 
RAYMOND D. SYMENS, Executive Vice President

Licensee:

W. M. BARR & COMPANY, INC.

By: 
Name: _____
Title: _____