

7/22/04

08-03-2004

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



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

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TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

AMBAR Chemical, Inc.

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

Citizenship (see guidelines) Delaware

Execution Date(s) September 18, 2000

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Chemical Industrial
Internal Products Inc.

Address: _____

Street Address: 90 East halsey Road

City: Parsippany

State: New Jersey

Country: U.S.A. Zip: 07054

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship _____
Citizenship _____
Citizenship Delaware
Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,157,563 and 2,375,642

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Crystal Melt and Thermocal

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

Name: Arthur J. Plantamura, Esq.

Internal Address: General Chemical
Performance Products LLC

Street Address: 90 East Halsey Road

City: Parsippany

State: NJ Zip: 07054

Phone Number: 973-515-2453

Fax Number: 973-515-3244

Email Address: aplantamura@genchemcorp.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

July 22, 2004

Date

H. Scott Ellis

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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ASSET PURCHASE AGREEMENT

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ASSET PURCHASE AGREEMENT, dated as of September 7, 2000, between General Chemical Industrial Products Inc., a corporation organized and existing under the laws of the State of Delaware (the "Buyer"), and Ambar Chemical, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Seller").

Recitals

- A. The Seller produces, processes, distributes and sells calcium chloride and bromine products (the "Business").
- B. The Buyer desires to purchase certain of the assets and properties of the Seller owned or used in connection with the Business, and the Seller desires to sell such assets and properties to the Buyer, all upon the terms and conditions set forth in this Agreement.
- C. The Buyer is also willing to assume certain specific liabilities of the Seller, only to the extent expressly set forth herein.
- D. Certain capitalized terms used in this Agreement are defined in Section 7 or elsewhere in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Transferred Assets

1.1 Transferred Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, the Seller shall sell, transfer, convey, assign and deliver to the Buyer, and the Buyer shall purchase or acquire from the Seller, all of the Seller's right, title and interest in, to and under all of the following properties and assets (collectively but excluding the Excluded Assets, the "Transferred Assets"), free and clear of all Liens (other than Permitted Liens or, in the case of the Transferred Owned Real Estate, other than Permitted Exceptions):

(a) the land, buildings, fixtures and other real estate listed or described on Schedule 1.1(a), including all structures, facilities, improvements, fixtures, systems, equipment and items of property presently or hereafter affixed thereto, and all easements, licenses, rights and appurtenances relating to the foregoing (collectively, the "Transferred Owned Real Estate");

(b) subject to Section 1.4(c), the leasehold interests in the real estate leases described on Schedule 1.1(b) (the "Transferred Leased Real Estate"), and all leasehold improvements constructed thereon;

(c) subject to Section 1.4, all machinery, equipment, furniture, furnishings, computers and computer equipment, automobiles, trucks, vehicles, cars, handling equipment, computer hardware, jigs, tools, dies, molds and parts and similar property, whether owned, leased, held or

held for use, that are in the locations listed or described on Schedules 1.1 (a) and 1.1(b), including any and all manufacturers' or suppliers' warranties, guaranties or similar rights issued to or held by the Seller in connection with same described on Schedule 1.1(c) (collectively, the "Transferred Equipment"), including any of same held pursuant to the personal property leases set forth on Schedule 1.1(c) (the "Transferred Personal Property Leases");

(d) all inventories, if any, of raw materials, work in process, finished products, goods, spare parts, replacement and component parts and other supplies (whether in the possession or control of the Seller or others), that are in the locations listed or described on Schedules 1.1(a) and 1.1(b) (collectively, the "Transferred Inventories");

(e) (i) subject to Section 1.4, all contracts, licenses, permits (including those issued pursuant to Environmental Laws), leases, mining rights, commitments and other agreements relating to the Transferred Owned Real Estate, Transferred Leased Real Estate, Transferred Equipment, Transferred Personal Property Leases or Transferred Inventories (collectively, the "Transferred Contracts"), including the contracts and agreements listed or described on Schedule 1.1(e), (ii) any right to receive payment pursuant to any of the Transferred Contracts arising out of or relating to goods sold or services performed after the Closing Date, and (iii) any right to assert claims and take other rightful actions in respect of breaches, defaults and other violations of any of the Transferred Contracts arising out of or relating to periods on or after the Closing Date;

(f) the patents, trademarks, trade names, service or brand names or copyrights, and any applications relating to same, listed on Schedule 1.1(f) attached hereto;

(g) to the extent permitted by applicable Law, all Governmental Approvals, and all applications for Governmental Approvals, relating to any of the foregoing; and

(h) all books, records, files, manuals and other materials (in any form or medium), but, subject to Section 1.4, without any warranty that the software needed to process such data is assignable by Seller or is otherwise available to Buyer), relating to any of the foregoing.

1.2 Excluded Assets. Notwithstanding Section 1.1 or any other provision of or any schedule or exhibit to this Agreement to the contrary, the Seller shall retain and not transfer, convey, assign or deliver, and the Buyer shall not acquire, the following assets and properties (collectively, the "Excluded Assets");

(a) any goodwill of the Business;

(b) any note or account receivable, or any note, bond or other evidence of indebtedness of any Person due or owed to the Seller, including those relating to the Business;

(c) any right to causes of action, lawsuits, judgments, litigation, claims or demands of any nature available to or being pursued by the Seller with respect to the Business relating to periods prior to the Closing, including those set forth on Schedule 1.2;

8.9 Brokers. Seller and Purchaser hereby represent and warrant each to the other that neither has contacted or dealt with any broker, agent, dealer, finder or other party in connection with this transaction, by whom any brokerage, commission or other fees may be claimed, asserted, due or payable with respect to the transaction contemplated by this Agreement.

8.10 Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, the parties hereto.

8.11 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties hereto to the maximum extent possible. In any event, the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction.

8.12 Integration. This Agreement (including the schedules and exhibits hereto) and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement of the parties and supersedes any and all prior agreements, arrangements and understandings both written and oral relating to the subject matters hereof and thereof.

8.13 Section Headings. The article and section headings of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

8.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date above written.

GENERAL CHEMICAL INDUSTRIAL PRODUCTS INC.

By: _____

Name: _____

Title: _____

Witness

AMBAR CHEMICAL, INC.

By: _____

Name: Michael F. DeCarlo

Title: Chief Operating Officer

Witness

SCHEDULES

Schedule 1.1(a)	Transferred Owned Real Estate
Schedule 1.1(b)	Transferred Leased Real Estate Leases
Schedule 1.1(c)	Transferred Personal Property Leases
Schedule 1.1(e)	Transferred Contracts
Schedule 1.1(f)	Patents and Trademarks
Schedule 1.2	Retained Litigation
Schedule 1.2(j)	Excluded Computers and Office Equipment
Schedule 1.2(l)	Other Excluded Assets
Schedule 3.1(b)	Consents of the Seller
Schedule 3.2	Conflicts
Schedule 3.5	Litigation and other Proceedings
Schedule 3.4	Governmental Approvals
Schedule 6.3(g)	Notices of Violation to be Resolved

EXHIBITS

Exhibit "A"	Bill of Sale
Exhibit "B"	General Warranty Deed
Exhibit "C"	Officer's Certificate

SCHEDULE 1.1(f)

TRADEMARKS

<u>TITLE</u>	<u>APPLICATION #</u>	<u>FILING DATE</u>	<u>STATUS</u>
Crystal Melt	08/157,830	8/28/96	Registered
Thermocal	75/317,780	7/1/97	Allowed

UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS
OF AMBAR, INC., THE SOLE SHAREHOLDER
OF AMBAR CHEMICALS, INC.

Pursuant to the provisions of Section 141(f) of the Delaware General Corporation Law, the undersigned, being all the directors of AMBAR, INC., a Delaware corporation (the "Company"), sign this instrument in counterpart, in lieu of holding a special meeting of the board of directors, to evidence their consent to the resolutions set forth below, with the same force and effect as if said resolutions were adopted at a duly called meeting of the board of directors.

WHEREAS, the Company owns 100% of the outstanding stock of Ambar Chemicals, Inc. a Delaware corporation (the "Subsidiary"); and

WHEREAS, certain representatives of the Subsidiary have been negotiating the sale of substantially all of the assets of the Subsidiary as evidenced by that certain Asset Purchase Agreement (the "Agreement") dated September 18, 2000, by and between the Subsidiary and General Chemical Industrial Products, Inc., a Delaware corporation, a true and correct copy of the Agreement having been presented to the board of directors of the Company, and

WHEREAS, the board of directors of the Company believes it to be in the best interests of the Company and the Subsidiary to authorize the proper officers of the Subsidiary to negotiate, execute and deliver in the name and on behalf of the Corporation the Agreement and such documents, agreements, and instruments as may be deemed necessary and appropriate by any of said officers to execute and close the Agreement, such acceptance and agreement to be conclusively evidenced by any of said officers' execution and delivery thereof.

NOW THEREFORE BE IT RESOLVED, that each of the proper officers of the Subsidiary (including but not limited to the President, Chairman of the Board, the Chief Financial Officer, Chief Operating Officer, and the Secretary) is hereby authorized and empowered, in the name and on behalf of the Subsidiary, to negotiate, execute, acknowledge, seal, deliver and perform the Agreement to which the Subsidiary is or is to be a party, substantially in conformance with the terms presented to the board of directors with such changes, additions or deletions as may be appropriate, and such other agreements, documents or instruments as any such officer may deem necessary or convenient to carry out the transactions contemplated by the Agreement, and all actions taken by or on behalf of the Subsidiary and by any of its officers, employees, agents or attorneys in connection with the Agreement, on prior to the date hereof, are hereby adopted, approved, ratified and confirmed in all respects;

FURTHER RESOLVED, that each of the proper officers of the Subsidiary are hereby authorized and empowered to perform such further acts, to negotiate and conclude further agreements and to execute, acknowledge, deliver and perform any and all such further, documents and instruments as any such officer may deem necessary or convenient to carry out the actions contemplated in the resolutions adopted hereby, all of such agreements, documents and instruments to be in such form and encompassing such terms and conditions as any such officer may approve, as conclusively evidenced by the execution or performance thereof by any such officer.

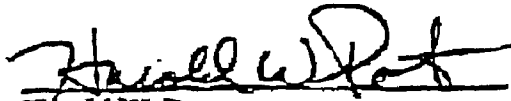
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IN WITNESS WHEREOF, the undersigned have executed this resolution effective as of the 21 day of September 2000.



Harold W. Fone

John McWilliams


Jeff Miller

IN WITNESS WHEREOF, the undersigned have executed this resolution
effective as of the _____ day of September 2000.

Harold W. Pote



John McWilliams



Jeff Miller