

Schedule A

**ASSIGNMENT OF PATENTS FROM
SCHEDULE A**

U.S. Patents

U.S. Patent No.	Issue Date	Expiration Date
4,550,037	10/29/85	10/29/2002
4,618,513	10/21/86	10/29/2003
4,737,385	4/12/88	4/12/2005
5,010,131	4/23/91	8/6/2008
5,037,678	8/6/91	8/6/2008
5,137,589	8/11/92	8/11/2007
5,415,895	5/16/95	5/16/2010
4,619,706	10/28/86	10/28/2003

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT dated as of April 9, 1998 between Texo Acquisition Company, a Delaware corporation ("Purchaser"), and Texo Corporation, an Ohio corporation, Texo International, Inc. an Ohio corporation, ("TI") and Texo de Mexico, S. de R.L. de C.V., a corporation formed under the laws of Mexico, ("TM", and collectively with Texo and TI, "Sellers").

WHEREAS, Purchaser and Sellers are parties along with certain other persons to the Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement") pursuant to which Sellers have agreed to sell and Purchaser has agreed to purchase certain assets including, without limitation, all right, title and interest in and to the patents and patent applications identified and set forth in Schedule A, except to the extent any such Patents are Canadian Assets or Mexican Assets (each as defined in the Asset Purchase Agreement), attached hereto and incorporated herewith, along with Sellers' entire right, title and interest in and to all inventions, processes, designs, know how and formulae related thereto (collectively, the "Patents"); and

WHEREAS, Purchaser wishes to acquire, and Sellers wish to assign to Purchaser, the entire right, title and interest in and to the Patents;

NOW, THEREFORE, in consideration of the premises and the covenants contained herein and in the Asset Purchase Agreement and for the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby assign to Purchaser the entire right, title and interest of Sellers in and to the Patents throughout the world, including any continuation, continuation-in-part, division, reissue or extension thereof and including the subject matter of all protection that may be obtained therefrom, for Purchaser's own use and enjoyment, and for the use and enjoyment of Purchaser's successors, assigns or other legal representatives, together with all income, royalties or payments due or payable now or hereafter with respect thereto including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for damages and to collect the same for Purchaser's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.


Sellers authorize and request the Commissioner of Patents and Trademarks in the United States and like officials throughout the world to record Purchaser as the assignee and owner of the patents and patent applications forming a part of the Patents set forth on Schedule A, and to issue any and all patents thereon, including continuations, continuations-in-part, divisions, reissues or extensions thereof, to Purchaser as assignee of Sellers' entire right, title and interest in and to the same for the use and enjoyment of Purchaser, its successors, assigns or other legal representatives.

The warranties, representations and covenants with respect to the Patents are solely those set forth in, and are governed pursuant to the terms of, the Asset Purchase Agreement. This Patent Assignment shall neither expand nor limit the rights, benefits, responsibilities, obligations or liabilities of the parties under or pursuant to the Asset Purchase Agreement.


Sellers shall provide to Purchaser, its successors, assigns or other legal representatives, cooperation and assistance, at Purchaser's request and expense, in connection with this Assignment, including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably necessary: (1) in the preparation, prosecution and maintenance of any of the Patents; (2) in the prosecution or defense of any opposition, interference, reexamination, reissue, infringement suit or other proceeding that may arise in connection with any of the Patents, including, but not limited to, testifying as to any facts relating to the Patents assigned herein by this Assignment; (3) in obtaining any additional protection that Purchaser reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or throughout the world; and (4) in the implementation or perfection of this Assignment; provided, however, that nothing herein shall be deemed or construed as requiring Sellers to expand or limit Sellers' rights, benefits, responsibilities, obligations or liabilities under or pursuant to the Asset Purchase Agreement or to take any action that would have such effect.

IN TESTIMONY WHEREOF, the undersigned have caused this Assignment to be signed by the undersigned officers thereunto duly authorized this 9th day of April, 1998.


TEXO ACQUISITION COMPANY

By: 
Name: W.S. Weeber
Title: President

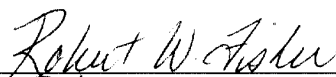
TEXO INTERNATIONAL, INC.

By: 
Name: Robert W. Fisher
Title: President

TEXO DE MEXICO, S. DE. R.L. DE. C.V

By: 
Name: Robert W. Fisher
Title: President

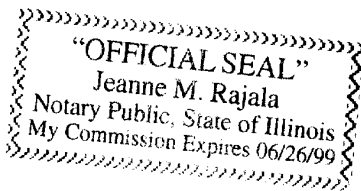
TEXO CORPORATION

By: 
Name: Robert W. Fisher
Title: President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 9th day of April, 1998, there appeared before me

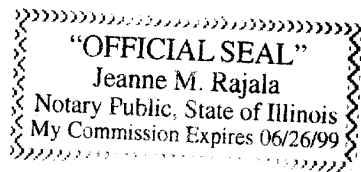
Jeanne M. Rajala who acknowledged that he signed the foregoing Assignment as
his voluntary act and deed on behalf and with full authority of Texo Acquisition Company.



Jeanne M. Rajala
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 9th day of April, 1998, there appeared before me
Jeanne M. Rajala, who acknowledged that he signed the foregoing Assignment as
his voluntary act and deed on behalf and with full authority of Texo Corporation.

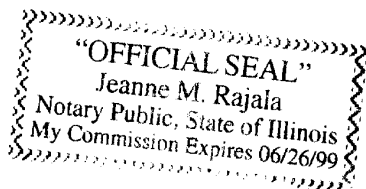


Jeanne M. Rajala
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 9th day of April, 1998, there appeared before me

Jeanne M. RAJALA, who acknowledged that he signed the foregoing Assignment as
his voluntary act and deed on behalf and with full authority of Texo International, Inc.

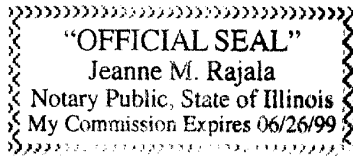


Jeanne M. Rajala
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 9th day of April, 1998, there appeared before me

Jeanne M. RAJALA, who acknowledged that he signed the foregoing Assignment as
his voluntary act and deed on behalf and with full authority of Texo de Mexico, S. de R.L. de
C.V.



Jeanne M. Rajala
Notary Public