

09-22-2000

of



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8.14.00

1. Name of party or parties conveying an interest: AMCOL INTERNATIONAL CORPORATION	2. Name and address of party or parties receiving an interest: Name: BASF AKTIENGESELLSCHAFT, a German corporation Address: Ludwigshafen, Germany
3. Description of the interest conveyed: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Security Agreement Other: See attached Statement Under 37 CFR 3.73(b) Execution Date: June 1, 2000	
4. Application number(s) or patent number(s). Additional sheet attached? YES <input checked="" type="checkbox"/> No <input type="checkbox"/> A. Patent application no.(s): See attached Schedule B B. Patent no.(s): See attached Schedule A	
5. Name and address of party to whom correspondence concerning this cover sheet should be mailed: Name: James J. Napoli Reg. No. 32,361 MARSHALL, O'TOOLE, GERSTEIN, MURRAY & BORUN Street Address: 6300 Sears Tower, 233 South Wacker Drive City: Chicago State: Illinois Zip: 60606-6402	6. Number of applications and/or patents identified on this cover sheet: <u>42</u> 7. Amount of fee enclosed or authorized to be charged: \$ 1680.00 8. Any additional required fee may be charged, or any overpayment credited to our deposit account: 13-2855

9. To the best of my knowledge and belief, the information contained on this cover sheet is true and correct and any copy submitted is a true copy of the original document.

Date: August 10, 2000

James J. Napoli
James J. Napoli
Reg. No. 32,361

Total number of pages including cover sheet, attachments, and document: 16

09/22/2000 GTON11 00000043 5486569

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1680.00 DP

SCHEDULE A

U.S. Patent No	Title	First Named Inventor	Issued
5486569	METHOD OF INCREASING THE SIZE AND/OR ABSORPTION UNDER LOAD OF SUPERABSORBENT	HENDERSON	1/23/96
5514754	METHOD OF INCREASING THE SIZE AND ABSORPTION UNDER LOAD OF SUPERABSORBENT	HENDERSON	05/07/96
4985518	IMPROVED PROCESS FOR PREPARING WATER ABSORBING RESINS	ALEXANDER	01/15/91
4820773	WATER ABSORBENT RESINS PREPARED BY POLYMERIZATION IN THE PRESENCE OF	ALEXANDER	04/11/89
4677174	WATER ABSORBENT ACRYLIC COPOLYMERS	ALEXANDER	06/30/87
4755562	SURFACE TREATED ABSORBENT POLYMERS	ALEXANDER	07/05/88
4954562	WATER ABSORBENT RESINS	ANDERSON	09/04/90
4985062	METHOD OF IMPROVING CROP YIELD	HUGHES	01/15/91
4906276	PLANT TRANSPLANT AND PLANT PRESERVATIONMEDIUM	HUGHES	03/06/90
4703067	PROCESS FOR PREPARING DRY SOLID WATER ABSORBING POLYACRYLATE RESIN	MIKITA	10/21/86
4654393	PROCESS FOR PREPARING DRY SOLID WATER ABSORBING POLYACRYLATE RESIN	MIKITA	09/16/86
4618631	PRODUCTION PROCESS FOR HIGHLY WATER ABSORBABLE POLYMER	TAKEDA	04/25/89
4612250	PRODUCTION PROCESS FOR HIGHLY WATER ABSORBABLE POLYMER	TAKEDA	04/11/89
4824901	SURFACE TREATED ABSORBENT POLYMERS	ALEXANDER	10/18/94
4820742	METHOD AND APPARATUS FOR CONTINUOUS POLYMER MANUFACTURE	ALEXANDER	11/12/85
5356678	POUCH FOR ABSORBING FLUID	HEITZHAUS	05/11/93
4552938	PROCESS FOR PREPARING DRY SOLID WATER ABSORBING POLYACRYLATE RESIN	MIKITA	01/05/99
5209768	METHOD OF IMPROVING SOD GROWTH	HUGHES	06/25/85
5856410	POLYACRYLATE SUPERABSORBENT POST-POLYMERIZATION NEUTRALIZED WITH SOLID,	CARRICO	10/05/99
4525527	PRODUCTION PROCESS FOR HIGHLY WATER ABSORBABLE POLYMER	TAKEDA	06/25/85
5962578	POLY(DIALKYLAMINOALKYL (METH)ACRYLAMIDEBASED SUPERABSORBENT GELS	BEIHOFFER	10/05/99
5981689	POLY(VINLAMINE)-BASED SUPERABSORBENT GELS AND METHOD OF MANUFACTURING THE	MITCHELL.	11/09/99

SCHEDULE B

Serial No.	Filing Date	Title	First Named Inventor
08/884593	06/27/97	WATER-ABSORBENT ARTICLE AND METHOD	BEIHOFFER
08/974125	11/19/97	MULTICOMPONENT SUPERABSORBENT GEL PARTICLES	BEIHOFFER
08/974126	11/19/97	POLY(VINYLGUANIDINE)-BASED SUPERABSORBENT GELS	MITCHELL
09/115847	07/15/98	MULTICOMPONENT SUPERABSORBENT GEL PARTICLES	BEIHOFFER
09/179553	10/28/98	MULTICOMPONENT SUPERABSORBENT GEL PARTICLES	BEIHOFFER
09/120674	07/22/98	MULTICOMPONENT SUPERABSORBENT GEL PARTICLES	BEIHOFFER
09/273878	03/22/99	MULTICOMPONENT SUPERABSORBENT FIBERS	EVANS
09/301634	04/29/99	SUPERABSORBENT POLYMER CONTAINING ODOR CONTROLLING COMPOUNDS AND METHODS OF	MANDELL
09/179554	10/28/98	POLY(VINYLAMINE)-BASED SUPERABSORBENT GELS AND METHOD OF MANUFACTURING THE	MITCHELL
60/161628	10/27/99	ION EXCHANGE RESINS AND METHODS OF MAKING THE SAME	BEIHOFFER
09/391125	09/07/99	MULTICOMPONENT SUPERABSORBENT GEL PARTICLES	MITCHELL
09/523345	03/10/00	COLOR-STABLE SUPERABSORBENT POLYMER COMPOSITION	CARRICO
09/290834	04/13/99	POLY(VINYLAMINE)-BASED SUPERABSORBENT GELS AND METHOD OF MANUFACTURING THE	MITCHELL
09/309791	05/11/99	POLY(DIALKYLAMINOALKYL(METH)ACRYLAMIDE)BASED SUPERABSORBENT GELS	BEIHOFFER
09/390462	09/07/99	SURFACE-TREATED SUPERABSORBENT POLYMER PARTICLES	ECKERT
09/500205	02/08/00	MULTICOMPONENT SUPERABSORBENT GEL PARTICLES	BEIHOFFER
60/161856	10/27/99	MULTICOMPONENT ION EXCHANGE RESINS	SPINDLER
09/551948	04/19/00	MULTICOMPONENT SUPERABSORBENT GEL PARTICLES	BEIHOFFER
09/551963	04/19/00	MULTICOMPONENT SUPERABSORBENT GEL PARTICLES	BEIHOFFER
09/579108	05/25/00	SURFACE TREATED SUPERABSORBENT POLYMER PARTICLES	M. MITCHELL, D. ECKERT, T. BEIHOFFER

PATENT ASSIGNMENT (UNITED STATES)

This PATENT ASSIGNMENT is made and entered into this 1st day of June, 2000, by AMCOL INTERNATIONAL CORPORATION, a corporation organized under the laws of the State of Delaware having a place of business at One North Arlington, 1500 West Shure Drive, Arlington Heights, Illinois 60004, U.S.A. ("Assignor"), in favor of BASF AKTIENGESELLSCHAFT, a corporation existing under the laws of Germany, having a place of business at Ludwigshafen, Germany ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset and Stock Purchase Agreement dated November 22, 1999, as amended by Amendment No.1 thereto dated April 27, 2000, and as amended, supplemented or otherwise modified from time to time (the "Asset and Stock Purchase Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Asset and Stock Purchase Agreement), pursuant to which Assignor agreed to sell and Assignee agreed to purchase the SAP Business;

WHEREAS, Assignor is the owner of all right, title and interest in and to the United States patents set forth in Schedule A attached hereto and made a part hereof and the patent applications set forth in Schedule B attached hereto and made a part hereof, all foreign and international counterparts thereof and thereto, the inventions disclosed and claimed therein and any and all improvements thereto, and any applications that rely on one or more of them for priority, including, with respect to all of the foregoing, any and all divisionals, continuations, continuations-in-part, reissues, renewals or extensions thereof, together with all patents issuing on any of the aforesaid patent applications, and all rights therein provided by international treaties and conventions (the "Patents");

WHEREAS, Assignor desires to sell, transfer, convey and assign its entire right title and interest in and to the Patents to Assignee;

WHEREAS, Assignee desires to receive all of Assignor's right, title and interest in and to the Patents; and

NOW THEREFORE, for the consideration stated in the Asset and Stock Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, sells, transfers and conveys to Assignee, its successors and assigns, all right, title and interest in and to the Patents.

2. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, its successors and assigns, take all actions and execute all documents necessary or desirable to perfect the interest of Assignee, its successors and assigns, in and to the Patents, and shall not enter into any agreements in conflict with this Patent Assignment.

3. Assignor acknowledges and agrees that the assignment of the Patents hereunder shall also include and does include the assignment to Assignee, for Assignee's, its successors' and assigns', sole and exclusive benefit, use and enjoyment, all rights to sue for and collect damages for any past infringement, presently known or unknown, of such Patents.

4. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and the empowered officials of all other governments to record in the relevant government records the fact that the Patents are hereby assigned by Assignor to Assignee and to issue any letters patent and reissues of the Patents in the name of Assignee or such other entity as Assignee may direct.

5. Assignee hereby acknowledges receipt of this Assignment, for good and valuable consideration, of the Patents.

6. For the convenience of the parties, this Patent Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed as of the date first written above by their duly authorized officers.

ASSIGNEE:

BASF AKTIENGESELLSCHAFT

By: G. Buchmüller
Name: Dörig Buchmüller
Title: Vice President

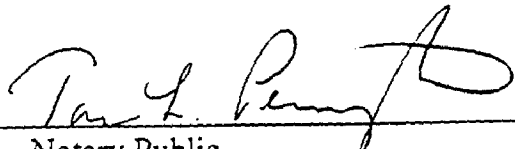
ASSIGNOR:

AMCOL INTERNATIONAL
CORPORATION

By: Paul G. Shelton
Name: Paul G. Shelton
Title: Sr. Vice President

State of New York)
) ss
County of New York)

On this 1st day of June, 2000, there appeared before me
Paul G. Shelton personally known to me or who proved his identity, who stated that he is
Sr. Vice President of AMCOL International Corporation, who acknowledged that
he signed the foregoing instrument as his voluntary act and deed on behalf and full authority of
AMCOL International Corporation.


Notary Public

My commission expires: 9/13/01

TARA L. PENNINGTON
Notary Public, State of New York
No. 01PE6030591
Qualified in New York County
Commission Expires September 13, 2001

State of New York)
County of New York) ss

On this 1st day of June, 2000, there appeared before me
Jöra Buchmüller personally known to me or who proved his identity, who stated that he is
Vice President of BASF Aktiengesellschaft, who acknowledged that he signed
the foregoing instrument as his voluntary act and deed on behalf and full authority of BASF
Aktiengesellschaft.

Tara L. Pennington
Notary Public

My commission expires: 9/13/01

TARA L. PENNINGTON
Notary Public, State of New York
No. 01PE6030591
Qualified in New York County
Commission Expires September 13, 2001

STATEMENT UNDER 37 C.F.R. § 3.73(B)

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

AMCOL INTERNATIONAL CORPORATION is the assignee of the entire right, title, and interest in the patent applications listed below by virtue of an assignment of the inventors recorded in the Patent and Trademark Office at the Reel and Frame indicated.

The undersigned is empowered to sign this statement on behalf of AMCOL INTERNATIONAL CORPORATION.

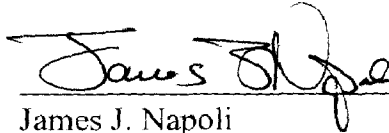
U.S. Serial Number	Reel/Frame
08/884,593	8865/0989
08/974,125	9057/0227
08/974,126	9057/0861
09/115,847	9489/0514
09/179,553	9611/0951
09/120,674	9687/0358
09/273,878	9964/0153
09/301,634	10039/0163
09/179,554	9612/0045
09/391,125	10309/0326
09/523,345	see attached copy of assignment
09/290,834	9057/0287
09/309,791	9057/0224
09/390,462	10443/0891
09/500,205	9057/0227
09/551,948	9611/0951
09/551,963	9611/0951
09/579,108	see attached copy of assignment

Respectfully submitted,

MARSHALL, O'TOOLE, GERSTEIN,
MURRAY & BORUN

Date: August 10, 2000

By:



James J. Napoli
Registration No. 32,361
6300 Sears Tower
233 South Wacker Drive
Chicago, Illinois 60606-6402
(312) 474-6300

ASSIGNMENT

Serial No: 09/523,345
Filed: March 10, 2000
Title: COLOR-STABLE SUPERABSORBENT POLYMER COMPOSITION

For ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assign to AMCOL INTERNATIONAL CORPORATION, a Delaware corporation, One North Arlington, 1500 West Shure Drive, Arlington Heights, Illinois 60004, (hereinafter "assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, executed by the undersigned on March 1, 2000, and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorize and request the attorneys of record in said application to insert in this assignment the execution date and/or filing date and serial number of said application when officially known.

The undersigned warrant themselves to be the owners of the interest herein assigned and to have the right to make this assignment and further warrant that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said consideration the undersigned hereby agree, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agree upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by said assignee, its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

MARSHALL, O'TOOLE, GERSTEIN, MURRAY & BORUN, 6300 Sears Tower, 233 South Wacker Drive, Chicago, Illinois 60606-6402

WITNESS our hands this 1st day of March, 2000.

State of Illinois
County of Cook } ss.

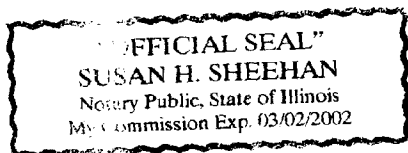
David D. Eckert
David Eckert

On this 1st day of March, 2000, before me, a Notary Public in and for the County and State aforesaid, appeared David Eckert, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: 3/2/2002

[Signature]
Notary Public



ASSIGNMENT

Serial No: 09/523,345
Filed: March 10, 2000
Title: COLOR-STABLE SUPERABSORBENT POLYMER COMPOSITION

For ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assign to AMCOL INTERNATIONAL CORPORATION, a Delaware corporation, One North Arlington, 1500 West Shure Drive, Arlington Heights, Illinois 60004, (hereinafter "assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, executed by the undersigned on April 4, 2000, and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorize and request the attorneys of record in said application to insert in this assignment the execution date and/or filing date and serial number of said application when officially known.

The undersigned warrant themselves to be the owners of the interest herein assigned and to have the right to make this assignment and further warrant that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said consideration the undersigned hereby agree, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agree upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by said assignee, its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

MARSHALL, O'TOOLE, GERSTEIN, MURRAY & BORUN, 6300 Sears Tower, 233 South Wacker Drive, Chicago, Illinois 60606-6402

WITNESS our hands this 4th day of April, 2000.

State of Illinois
County of Cook } ss.

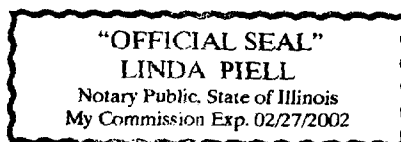
Peter W. Carrico
Peter W. Carrico

On this 4th day of April, 2000, before me, a Notary Public in and for the County and State aforesaid, appeared Peter W. Carrico, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: 2/27/2002

Linda Piell
Notary Public



ASSIGNMENT

Serial No: 09/579,108
 Filed: May 25, 2000
 Title: SURFACE-TREATED SUPERABSORBENT POLYMER PARTICLES

For ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assign to AMCOL INTERNATIONAL CORPORATION, a Delaware corporation, One North Arlington, 1500 West Shure Drive, Arlington Heights, Illinois 60004, (hereinafter "assignee"), its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned disclosed in an application for Letters Patent of the United States, executed by the undersigned on May 26, 2000, and in said application and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said assignee.

The undersigned hereby authorize and request the attorneys of record in said application to insert in this assignment the execution date and/or filing date and serial number of said application when officially known.

The undersigned warrant themselves to be the owners of the interest herein assigned and to have the right to make this assignment and further warrant that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said consideration the undersigned hereby agree, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agree upon the request of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by said assignee, its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

WITNESS our hands this 26th day of May, Two Thousand.

State of Illinois
County of Cook) ss.

Michael A. Mitchell
Michael A. Mitchell

David Eckert
David Eckert

Thomas W. Beihoffer
Thomas W. Beihoffer

On this 26th day of May, 2000, before me, a Notary Public in and for the County and State aforesaid, appeared Michael A. Mitchell, David Eckert, and Thomas w. Beihoffer to me personally known to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: 2/27/2002

Linda Piell
Notary Public

