PATENTS ONLY MRD 5,16,00



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1. Name of party or parties conveying an interest:	2. Name and address of party or parties receiving an interest:			
HE ONE Corporation	Name: AMCOL International Corporation			
(a Michigan corporation)	(a Delaware corporation)			
500 West Monroe Street Chicago, Illinois 60661	Street Address: One North Arlington 1500 West Shure Drive City: Arlington Heights 1 6 State: Illinois Zip: 60004			
3. Description of the interest conveyed:				
X Assignment Merger Change of Name Security Agreement	Other:			
Execution Date: April 9, 2001				
4. Application number(s) or patent number(s). Additional sheet attached? YES NO_X_	If the document is being filed together with a new application, the execution date of the application is:			
A. Patent application no.(s):	B. Patent nos.: 5,350,255; 5,529,438 5,584,609 and 5,900,085			
5. Name and address of party to whom correspondence concerning this cover sheet should be mailed: Name: Richard H. Anderson Reg. No. 26,526 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: 4 7. Amount of fee enclosed or authorized to be charged: \$ 160.00 8. Any additional required fee may be charged, or any overpayment credited to our deposit account: 13-2855			

Richard H. Anderson

Reg. No. 26,526

Total number of pages including cover sheet, attachments, and document: 5

ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

THIS ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS ("Assignment") by HE ONE Corporation, a Michigan corporation, having offices located at 500 West Monroe Street, Chicago, Illinois, 60661, (hereinafter referred to as "Assignor"), to AMCOL International Corporation, a Delaware corporation, having offices located at One North Arlington, 1500 Shure Drive, Arlington Heights, Illinois, 60004 (hereinafter referred to as "Assignee"), is being executed on this _________, 2001.

WHEREAS, Assignor owns the entire right, title and interest in and to new and useful inventions, patents, and patent applications including but not limited to certain technology, know-how, trade secrets and processes, and those United States and Foreign Patent Applications identified and set forth in Schedules A & B (the "Patents"); and

WHEREAS, the Assignee is desirous of acquiring the entire right, title and interest in and to the Patents.

NOW THEREFORE, in consideration of the payment by the Assignee to the Assignor of \$1.00 (One Dollar) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to sell, assign, transfer and set over and does hereby sell, assign, transfer and set over unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the Patents, in and to any reexaminations, divisions, continuations, continuations-in-part and extensions of such Patents which may be granted therefore, in the United States and all foreign countries, together with all rights under the International Convention for the Protection of Industrial Property ("International Convention"), the same to be held and enjoyed by the Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this Assignment not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date of thereafter 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 collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at the request and expense of the Assignee, it successors, legal representatives and assigns (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reissue, reexamination, division, continuation, continuation-in-part, extension, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including testifying as to any facts relating to the patents assigned herein and this Assignment; (3) in obtaining any additional patent protection in connection with the patents that Assignee may deem

appropriate which may be secured under the laws now or hereafter in effect in all countries foreign to the United States; and (4) in the implementation or perfection of this Assignment.

This Assignment includes the right, where such right can be legally exercised by the Assignee, in its own name, to apply for and obtain patents in countries foreign to the United States of America, including the full right to claim for any such applications the benefits of the International Convention, as fully and entirely as the Assignor could have done if the applications had been filed in its name, and the entire interest in any patents which may be granted in any such applications in such foreign countries.

The Assignor does hereby authorize and request the applicable foreign agency and/or agent to record Assignee as owner of the Patents and to issue any and all letters patents on said inventions, including reissues, reexaminations, divisions, continuations, continuations-in-part, or extensions thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

Name: Rewer Rengel
Title: 1/100 Partition

Dated: APRIL 9, 2001

County of Cook)
State of Tunors)
ss.

Before me personally appeared _______, who duly acknowledged the foregoing Assignment of Patent and Patent Applications as his free and voluntary act and deed on behalf and with full authority of HE ONE CORPORATION this ______ day of

14PRIL , 2001.

Notary Public

OFFICIAL SEAL
KRISTIN M DEERING
Natary Public - State of Illinois
My Commission Expires May 21, 2004

Schedule A

28570	28570 116	Client
116	116	Matter
POLAND	EUROPEAN PATENT OFFICE	Client Matter Country
CLAREY, M.	CLAREY, M. MAT	Inventor
00P-313583	96104645.5	Serial No Filed Title
040296	032396	Filed
00P-313583 040296 GEOSYNTHETIC CLAY LINER AND METHOD OF MANUFACTURE THEREOF	96104645.5 032396 GEOSYNTHETIC CLAY LINER AND METHOD OF MANUFACTURE THEREOF	Title
		Status

RECORDED: 05/16/2001

Schedule B

28570	28570	28570	28570	28570 109	Client
116B	116	116	109A	109	Client Matter
UNITED STATES	UNITED STATES	SOUTH KOREA	UNITED STATES	UNITED STATES	Country
CLAREY, M.	CLAREY, M.	CLAREY, M. MA	CARRIKER, R. 0005529438	CARRIKER, R. 0005350255	Inventor
0005900085	0005584609	0000240802	0005529438	0005350255	Patent No
50499 METHOD OF MANUFACTURING A GEOSYNTHETIC CLAY LINER	121796 GEOSYNTHETIC CLAY LINER AND METHOD OF MANUFACTURE THEREOF	102999 GEOSYNTHETIC CLAY LINER AND METHOD OF MANUFACTURE THEREOF	62596 GEOSYNTHETIC CLAY LINER WITH MODIFIED EDGES FOR IMPROVED SEALING	92794 GEOSYNTHETIC CLAY LINER WITH MODIFIED EDGES FOR IMPROVED SEALING	Issued Title
					Status