

# RECORDATION FORM COVER SHEET PATENTS 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):**

Avonite, Inc.

Execution Date(s) 07/31/2003

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

**2. Name and address of receiving party(ies)**

Name: Aristech Acrylics LLC

Internal Address: \_\_\_\_\_

Street Address: 7350 Empire Drive

City: Florence

State: Kentucky

Country: U.S. Zip: 41042

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**4. Application or patent number(s):**

A. Patent Application No.(s)  
09/767,517; 09/949,334

This document is being filed together with a new application.

B. Patent No.(s)  
4,961,995; 5,032,625

Additional numbers attached?  Yes  No

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

Name: Jenifer S. Tarasi, Thorp Reed & Armstrong, LLP

Internal Address: 14th Floor

Street Address: One Oxford Centre

301 Grant Street

City: Pittsburgh

State: PA Zip: 15219-1425

Phone Number: 412-394-2360

Fax Number: 412-394-2555

Email Address: jtarsi@thorpreed.com

**6. Total number of applications and patents involved:** 4

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 160.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 20-0888

Authorized User Name Jenifer Tarasi

**9. Signature:**

Signature

8-25-04

Date

Jenifer S. Tarasi

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 305-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450


## Assignment and Assumption Agreement

This Assignment and Assumption Agreement, dated as of July 31, 2003, between Aristech Acrylics LLC, a Kentucky limited liability company ("AALLC") and Avonite, Inc., a New Mexico corporation ("Avonite").

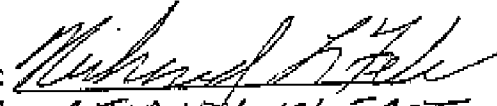
1. Unless the context otherwise clearly requires, all capitalized words and phrases used but not otherwise defined herein and defined in the Asset Purchase Agreement made as of July 31<sup>st</sup> between AALLC and Avonite (the "APA") shall have the meanings attributed thereto in the APA.
2. Avonite assigns, transfers and delivers to AALLC all of Avonite's right, title, and interest in and to the Assets, including those set forth in Schedule 1.1(b) of the APA and except for the Retained Assets, and AALLC hereby agrees to assume, perform, pay or discharge all liabilities and obligations of Avonite to be performed after the date hereof with respect to the following obligations (collectively referred to as the "Assumed Obligations"):
  - a. The obligations of Avonite or the Business under those contracts listed on Schedule 1.1(d);
  - b. The obligations of Avonite under contracts entered into in the ordinary course of business in connection with the Business and which are not required to be disclosed in the schedules to the APA;
  - c. The intellectual property as set forth on Schedule 1.1(h);
  - d. The accounts payable of the Business; and
  - e. All liabilities and obligations of Avonite under the Permits included in the Assets and as set forth on Schedule 4.12.
3. This Assignment and Assumption Agreement is made subject to and with the benefit of the respective representations, warranties, covenants, terms, conditions, limitations and other provisions of the APA.
4. AALLC and Avonite shall execute and deliver, or cause to be executed and delivered, all such other further documents and instruments and shall do and perform all such acts as may be reasonably required or necessary to give full effect to the intent of this Assumption and Assignment Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of July 31<sup>st</sup>, 2003.

Aristech Acrylics LLC

By:   
Title: ATTORNEY IN FACT

Avonite, Inc.

By:   
Title: ATTORNEY IN FACT

SCHEDULE 1.1(h)

List of Worldwide IP- Registrations/ Pending Applications for Avonite

Patents by Invention

**POLISHABLE, FLAME RETARDED, SYNTHETIC MINERAL PRODUCT AND METHOD**

COUNTRY	FILED	SERIAL #	ISSUED	PATENT #	STATUS
Canada	4/14/1988	564,089	6/27/1995	1,336,109	Issued
U.K.	8/9/1988	88908088.3		0,328,630	Issued
U.S.	8/4/1989	389,741	10/9/1990	4,961,995	Issued
U.S.	9/10/1990	579,836	7/16/1991	5,032,625	Issued

**CULTURED ONYX PRODUCTS AND METHODS THEREFOR - EP PATENT**

COUNTRY	FILED	SERIAL #	ISSUED	PATENT #	STATUS
Belgium		84300577.8		0,150,547	Issued
Germany		84300577.8		0,150,547	Issued
France		84300577.8		0,150,547	Issued
U.K.		84300577.8		0,150,547	Issued

**SOLADIUM**

COUNTRY	FILED	SERIAL #	ISSUED	PATENT #	STATUS
U.S.	1/23/2001	09/767,517			Pending

**CALCINATED FLINT CLAY SOLID SURFACE PRODUCT AND PREPARATION THEREOF**

COUNTRY	FILED	SERIAL #	ISSUED	PATENT #	STATUS
U.S.	9/7/2001	09/949,334			Pending

Trademarks by Mark

**A NEW STONE AGE OF ELEGANCE**

COUNTRY	FILED	APPLN. #	REG. DATE	REG. #	STATUS
U.S.	11/7/1986	73/629,299	6/23/1987	1,444,153	Registered

**AVONITE**

COUNTRY	FILED	APPLN. #	REG. DATE	REG. #	STATUS
Benelux	3/15/1989	66,574	4/2/1990	464,770	Registered
Canada	3/21/1988	603,275	6/30/1989	TMA357,697	Registered
Denmark	3/30/1989	02.215/89	9/7/1990	05.924-1990	Registered
France	2/16/1989	111,014	2/16/1989	1,514,845	Registered
Germany	3/10/1989	A46023/19WZ	8/1/1990	1,161,847	Registered
Greece	4/24/1989	93447	5/25/1999	2566	Registered
Ireland	3/13/1996	132,145	3/13/1996	132,145	Registered
Italy	3/20/1989	38918C/89	5/6/1992	872096	Registered
Portugal	3/31/1989	254,484	8/18/1992	254,484	Registered

South Korea	5/29/1989	89-13315	4/17/1990	190470	Registered
South Korea	5/29/1989	89-13314	8/22/1990	198653	Registered
South Korea	5/29/1989	89-13313	5/15/1990	191644	Registered
Spain	4/7/1989	1,314,049	6/5/1991	1,314,049	Registered
U.K.	6/13/1987	1,312,921	6/13/1987	1,312,921	Registered
U.S.	11/7/1990	74/113,586	2/16/1993	1,753,241	Registered
U.S.	9/14/1993	74/437,267	7/19/1994	1,845,601	Registered

**CRYSTELLE**

COUNTRY	FILED	APPLN. #	REG. DATE	REG. #	STATUS
U.S.	7/18/1990	74/079,483	3/2/1993	1,756,138	Registered

**CRYSTELLE (AND DESIGN)**

COUNTRY	FILED	APPLN. #	REG. DATE	REG. #	STATUS
U.S.	7/18/1990	74/079,519	3/9/1993	1,757,643	Registered

**FORMSTONE**

COUNTRY	FILED	APPLN. #	REG. DATE	REG. #	STATUS
U.S.	2/6/1990	74/026,064	10/8/1991	1,660,375	Registered

Next Action due in connection with the Worldwide IP- Registrations/ Pending Applications for Avonite

Patents by Invention

**POLISHABLE, FLAME RETARDED, SYNTHETIC MINERAL PRODUCT AND METHOD**

COUNTRY	PATENT #	NEXT ACTION DUE
Canada	1,336,109	6/27/2003 - Annuity due
U.K.	0,328,630	8/9/2003 - Annuity due
U.S.	4,961,995	
U.S.	5,032,625	

**CULTURED ONYX PRODUCTS AND METHODS THEREFOR - EP PATENT**

COUNTRY	PATENT #	NEXT ACTION DUE
Belgium	0,150,547	1/30/2004 - Annuity due
Germany	0,150,547	1/30/2004 - Annuity due
France	0,150,547	1/30/2004 - Annuity due
U.K.	0,150,547	1/30/2004 - Annuity due

**SOLADIUM**

COUNTRY	SERIAL #	NEXT ACTION DUE
U.S.	09/767,517	9/12/2003 - Issue Fee due

**CALCINATED FLINT CLAY SOLID SURFACE PRODUCT AND PREPARATION THEREOF**

COUNTRY	SERIAL #	NEXT ACTION DUE
U.S.	09/949,334	7/1/2004 - Status Check - have we received first Office Action?

Trademarks by Mark

**A NEW STONE AGE OF ELEGANCE**

COUNTRY	REG. #	NEXT ACTION DUE
U.S.	1,444,153	6/23/2007 - Renewal due

**AVONITE**

COUNTRY	REG. #	NEXT ACTION DUE
Benelux	464,770	3/15/2009 - Renewal due
Canada	TMA357,697	6/30/2004 - Renewal due
Denmark	05,924-1990	9/7/2010 - Renewal due
France	1,514,845	2/16/2009 - Renewal due
Germany	1,161,847	3/10/2009 - Renewal due
Greece	2566	4/24/2009 - Renewal due
Ireland	132,145	3/12/2010 - Renewal due
Italy	872096	3/20/2009 - Renewal due
Portugal	254,484	8/18/2007 - Renewal due
South Korea	190470	4/17/2010 - Renewal due
South Korea	198653	8/22/2010 - Renewal due
South Korea	191644	5/15/2010 - Renewal due
Spain	1,314,049	6/5/2006 - Tax
U.K.	1,312,921	6/13/2008 - Renewal due
U.S.	1,753,241	2/16/2013 - Renewal due
U.S.	1,845,601	7/19/2004 - Renewal due

**CRYSTELLE**

COUNTRY	REG. #	NEXT ACTION DUE
U.S.	1,756,138	3/2/2013 - Renewal due

**CRYSTELLE (AND DESIGN)**

COUNTRY	REG. #	NEXT ACTION DUE
U.S.	1,757,643	3/9/2013 - Renewal due

**FORMSTONE**

COUNTRY	REG. #	NEXT ACTION DUE
U.S.	1,660,375	10/8/2011 - Renewal due