

RECORDATION FORM COVER SHEET

PATENTS ONLY

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

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

Hamburger Color Company, Inc.
555 East Church Road
King of Prussia, PA 19406Execution Date(s) September 9, 2004Additional name of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☐ Government Interest Assignment
- ☐ Executive Order 9424, Confirmatory License
- ☐ Other _____

2. Name and address of receiving party(ies)

Name: Rockwood Pigments NA, Inc.

Internal Address: _____

Street Address: 7101 Muirkirk RoadCity: BeltsvilleState: MarylandCountry: USA Zip: 20705Additional Name(s) & address(es) attached? ☐ Yes ☐ No

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

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10/624,810 10/394,944

60/420,250 10/394,961

60/333,635

B. Patent No.(s)

5,025,954

6,596,072

6,695,990

Additional numbers attached? ☐ Yes ☒ No

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

Name: George F. Wheeler, Esq.Internal Address: McAndrews, Held & Malloy, Ltd.Street Address: 500 W. Madison Street34th FloorCity: ChicagoState: Illinois Zip: 60661Phone Number: (312) 775-8000Fax Number: (312) 775-8100Email Address: gwheeler@mhmlaw.com6. Total number of applications and patents involved: 8

7. Total fee (37 CFR 1.21(h) & 3.41)

\$ 320.00

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

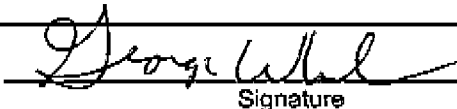
8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 13-0017Authorized User Name McAndrews Held & Malloy, Ltd.

9. Signature:



Signature

George F. Wheeler, Esq.

November 19, 2004

Date

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

5

Name of Person Signing

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, V.A. 22313-1450

FORM OF ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

This ASSIGNMENT OF PATENT AND PATENT APPLICATIONS (this "Patent Assignment") is made and entered into as of this 9th day of September 2004, between HAMBURGER COLOR COMPANY, INC., a Pennsylvania corporation ("Assignor"), ("Assignor"), whose principal place of business is at 555 East Church Road, King of Prussia, PA 19406, and ROCKWOOD PIGMENTS NA, INC., a Delaware corporation whose principal place of business is at 7101 Muirkirk Road, Beltsville, MD 20705 ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor desires to sell, assign and transfer the entire right, title and interest in and to all of the patents and patent applications set forth on Schedule A annexed hereto and made a part hereof (the "Assigned Patents"); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement dated as of September 2, 2004, by and among Assignor, Assignee, Jack Dunnous and Nudam Investments, N.V., Assignor has agreed, among other things, to transfer to Assignee said patents and patent applications.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, its successors, legal representatives and assigns, hereby sells, assigns and transfers to Assignee, its successors, legal representatives and assigns, the full and exclusive right, title and interest to the Assigned Patents and to the discoveries or inventions disclosed in the Assigned Patents in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said inventions by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

1. Assignor, its successors, legal representatives and assigns, hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discoveries or inventions to the Assignee, its successors, legal representatives and assigns, as assignee of the entire right, title and interest in, to and under the same, for the sole use and benefit of the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Patent Assignment.

2. Assignor, its successors, legal representatives and assigns, hereby covenants and agrees that the Assignee, its successors, legal representatives or assigns, may, if such protection remains available under applicable law, apply for foreign Letters Patent on said discoveries or inventions and claim the benefits of the International Convention, and that Assignor, its successors, legal representatives and assigns, will upon prior reasonable notice, when called upon to do so by the Assignee, its successors, legal representatives or assigns, communicate to

the Assignee, its successors, legal representatives or assigns, as the case may be, any facts known to Assignor, its successors, legal representatives and assigns, respecting said discoveries or inventions, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discoveries or inventions, the said applications and the said Letters Patent in the Assignee, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto or divisions, continuations or refilings of the said applications or any thereof, shall hereafter be desired by the Assignee, its successors, legal representatives or assigns, Assignor, its successors, legal representatives and assigns, will, upon prior reasonable notice, when called upon to do so by the Assignee its successors, legal representatives or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally provide reasonable assistance to aid the Assignee, its successors, legal representatives and assigns, to obtain proper patent protection for said inventions or discoveries in all countries, subject to the payment by Assignee or its successors, legal representatives and assigns of all reasonable out-of-pocket costs incurred by Assignor in providing such assistance.

[Signatures are on the next page]

IN WITNESS WHEREOF, the undersigned has executed this Patent Assignment as of the date first above written.

HAMBURGER COLOR COMPANY, INC.

By: Jack Dunnous
Jack Dunnous, President

COMMONWEALTH OF PENNSYLVANIA)

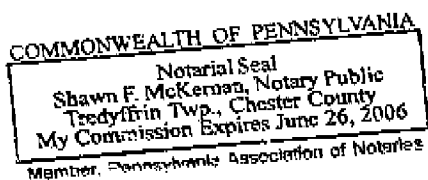
COUNTY OF Philadelphia) ss.:
)

On the 9TH day of September in the year of 2004, before me, the undersigned, personally appeared Jack Dunnous, President of Hamburger Color Company, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Shawn F. McKernan

Notary Public

My Commission Expires: 6/26/06



SCHEDULE A**United States Registered Patents**

<u>Pat. #</u>	<u>Title</u>
1. 5,025,954	"Multi-Components Measuring and Dispensing System", issued June 25, 1991
2. 6,596,072	"Product and Method for Coloring Concrete", issued July 22, 2003
3. 6,695,990	"Product and Method for Coloring Concrete", issued February 24, 2004

United States Patent Applications

U.S. Application Serial No. 10/624,810, Publication No. 2004/0121082 A1, "Method and Apparatus for Producing Multi-Color Concrete", published June 24, 2004

Provisional Application Serial No. 60/420,250, "Method and Apparatus for Producing Multi-Color Concrete"

Provisional Application Serial No. 60/333,635, "Product and Method for Coloring Concrete"

U.S. Application Serial No. 10/394,944, "Product and Method for Coloring Concrete"

U.S. Application Serial No. 10/394,961, "Product and Method for Coloring Concrete"

Canadian Patents

2,040,735 "Multi-Components Measuring and Dispensing System", issued March 28, 1995 (lapsed April 18, 2000)

Canadian Patent Applications

2,445,559 "Method and Apparatus for Producing Multi-Color Concrete", published April 22, 2004