

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Masterchem Brands, Inc.	03/16/2004
RECEIVING PARTY DATA	
Name:	Masterchem Industries LLC
Street Address:	3135 Old Hwy. M.
City:	Imperial
State/Country:	MISSOURI
Postal Code:	63052
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29199845
CORRESPONDENCE DATA	
Fax Number:	(414)297-4900
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(414) 271-2400
Email:	PTOMailMilwaukee@foley.com
Correspondent Name:	Keith D. Lindenbaum
Address Line 1:	777 East Wisconsin Avenue
Address Line 2:	Foley & Lardner LLP
Address Line 4:	Milwaukee, WISCONSIN 53202-5306
NAME OF SUBMITTER:	Keith D. Lindenbaum
Total Attachments: 3 source=40014 Assignment to Masterchem Industries LLC#page1.tif source=40014 Assignment to Masterchem Industries LLC#page2.tif source=40014 Assignment to Masterchem Industries LLC#page3.tif	

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is made by and between Masterchem Brands, Inc. (formerly, Masterchem Industries, Inc.), a Missouri corporation (the "Assignor") and Masterchem Industries LLC, a Missouri limited liability company (the "Assignee") and wholly owned subsidiary of Behr Process Corporation, a California corporation ("Behr").

WHEREAS, effective December 31, 2001 the Assignor conveyed and transferred to Behr certain assets and liabilities of Assignor (the "Asset Transfer Agreement"), including a non-exclusive license under the Assignor's intellectual property (the "License") and a right to cause the transfer of ownership of Assignor's intellectual property to Behr or its designee in the future;

WHEREAS, Behr has designated Assignee as the entity to receive title to the intellectual property, and Assignor now wishes to convey and transfer to Assignee and Assignee wishes to acquire from Assignor all of Assignor's right title and interest in Assignor's intellectual property, subject to the license granted to Behr in such assets on December 31, 2001; and

NOW THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Article I

1.01 Definition of Intellectual Property. Intellectual Property means all of the following, which now or hereafter is owned, acquired, developed, possessed, controlled by or licensed to Assignor:

- (a) any and all inventions (whether patentable or not in any country), invention disclosures, improvements, discoveries, trade secrets, proprietary information, technology, know-how, and technical data, as well as any knowledge or proprietary information pertaining to the marketing, advertising, distribution or sale of products or the performance of services;
- (b) any and all U.S., international or foreign patents, design patents, utility models or registered designs or any application therefor and any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (c) any and all copyrights together with moral rights, copyright registrations, mask works, mask work registrations, and applications therefor in the U.S. or any foreign country and all other rights corresponding thereto throughout the world;
- (d) any and all trademarks or trade names, whether registered or unregistered, including all goodwill associated therewith, including any U.S., international or foreign trademark registration or application therefor or renewal thereof; and

- (e) any other proprietary right, including information and equipment anywhere in the world similar to those described in this definition, including but not limited to, rights in computer programs.

1.02 Assignment and Assumption. At the Effective Date, Assignee assumes and Assignor assigns the Intellectual Property together with the goodwill associated therewith and the liabilities related thereto, subject to the License and pursuant to the terms and conditions set forth herein.

1.03 Transfer of Intellectual Property. Subject to the License and the terms and conditions of this Agreement, at the Effective Date, Assignor shall assign, transfer, convey and deliver the Intellectual Property to Assignee together with the goodwill associated therewith.

1.04 Acceptance and Assumption. Subject to the License and the terms and conditions of this Agreement, at and as of the Effective Date, Assignee shall:

- (a) Receive and accept all of the Intellectual Property together with the goodwill associated therewith assigned, transferred, conveyed and delivered to Assignee by Assignor pursuant to this Agreement;
- (b) Assume and will, after the Effective Date, faithfully honor and fully and timely pay, perform and discharge all of the Assignor's obligations, duties and liabilities under each contract related to the Intellectual Property;
- (c) Assume and will, after the Effective Date, faithfully honor and fully and timely pay, perform and discharge all of the Assignor's accounts payable obligations, duties and liabilities of the Assignor transferred to Assignee by Assignor pursuant to this Agreement.

Article II

2.01 Consideration. The parties hereto agree that the consideration for the assignment and assumption described in this Agreement was delivered in full as part of the transactions consummating the Asset Transfer Agreement, the receipt and adequacy of which is hereby acknowledged by Assignor.

Article III

3.01 Effectiveness. The parties hereto agree that the assignment and assumption described in this Agreement is consummated and effective as of March 16, 2004 (the "Effective Date").

Article IV

4.01 Further Assurances. The Assignor shall execute and deliver, from time to time upon the Assignee's request and without further consideration, cost or expense to the Assignee, such other instruments of conveyance and shall transfer and take such other action as the Assignee may reasonably request to effectuate the foregoing transaction.

4.02 Power of Attorney. The Assignor hereby constitutes and appoints the Assignee, its successors and assigns as its true and lawful attorney-in-fact, with full power of substitution, in its name and stead, but on behalf of and for the benefit of the Assignee, its successors and assigns, to (i) endorse checks or other instruments tendered in payment of the current trade receivables which are a part of the assets transferred hereby, (ii) demand and receive any and all of the assets transferred hereby, (iii) give receipts and releases for and in connection therewith, and any part thereof, (iv) from time to time institute and prosecute in its name or otherwise, any and all proceedings which the Assignor may deem proper for the collection or reduction to possession of any of the assets transferred hereby, or for the collection and enforcement of any claim or any right conveyed, assigned or transferred as a part of such assets, and (v) do all acts and things in relation to any of the foregoing powers which the Assignee shall deem desirable, the Assignor hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor in any manner or for any reason whatsoever.

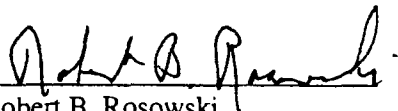
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers whose signature appears below on March 16, 2004.

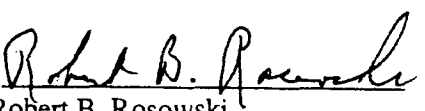
Assignor:

Assignee:

MASTERCHEM BRANDS, INC.
(Formerly, Masterchem Industries, Inc.)

MASTERCHEM INDUSTRIES LLC

By: 
Robert B. Rosowski
Vice President, Treasurer and
Assistant Secretary

By: 
Robert B. Rosowski
Vice President, Treasurer and
Assistant Secretary

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