

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AlphaGary Corporation	01/05/2011
RECEIVING PARTY DATA	
Name:	Mexichem Amanco Holding, S.A. de C.V.
Street Address:	Rio San Javier No. 10 Viveros del Rio Tlalnepantla
City:	Estado de Mexico C.P. 54060
State/Country:	MEXICO
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	7744794
Patent Number:	6797760
Patent Number:	7078452
Patent Number:	7683130
Patent Number:	7625974
Patent Number:	7459498
Patent Number:	7652211
Patent Number:	6492453
CORRESPONDENCE DATA	
Fax Number:	(212)354-8113
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2128198200
Email:	fcutajar@whitecase.com
Correspondent Name:	White & Case LLP
Address Line 1:	1155 Avenue of the Americas
Address Line 2:	Patents & Trademarks
Address Line 4:	New York, NEW YORK 10036

OP \$320.00 7744794

ATTORNEY DOCKET NUMBER:	1536538-0008
NAME OF SUBMITTER:	Frances B. Cutajar
<p>Total Attachments: 8 source=AlphaGaryCorporationPatAssignToMexichem#page1.tif source=AlphaGaryCorporationPatAssignToMexichem#page2.tif source=AlphaGaryCorporationPatAssignToMexichem#page3.tif source=AlphaGaryCorporationPatAssignToMexichem#page4.tif source=AlphaGaryCorporationPatAssignToMexichem#page5.tif source=AlphaGaryCorporationPatAssignToMexichem#page6.tif source=AlphaGaryCorporationPatAssignToMexichem#page7.tif source=AlphaGaryCorporationPatAssignToMexichem#page8.tif</p>	

Dated: January 7, 2011

AlphaGary Corporation

and

Mexichem Amanco Holding, S.A. de C.V.

PATENT ASSIGNMENT

PATENT ASSIGNMENT

THIS ASSIGNMENT is made as of the 7th of January 2011.

BETWEEN:

- (1) **AlphaGary Corporation**, a corporation incorporated and existing under the laws of the State of Delaware with its principal place of business at 170 Pioneer Drive, Leominster, MA 01453 (the "Assignor"); and
- (2) **Mexichem Amanco Holding, S.A. de C.V.**, a company (*sociedad anónima de capital variable*) incorporated and existing under the laws of Mexico with its principal place of business at Río San Javier No. 10 Viveros del Río Tlalnepantla, Estado de México C.P. 54060, México (the "Assignee").

WHEREAS:

- (A) Except as indicated on Schedule A hereto, Assignor is the owner of all right, title, and interest in and to the patents and patent applications set forth in Schedule A hereto (the "Patents").
- (B) The Assignor and the Assignee (among others) are parties to a business purchase agreement dated December 16, 2010 (the "**Business Purchase Agreement**") pursuant to which the Assignor has agreed to sell certain assets, including the Patents, to the Assignee.
- (C) The Assignor has agreed to assign the Patents to the Assignee.
- (D) Capitalized terms used in this Assignment and not otherwise specifically defined herein shall have the meanings given to such terms in the Business Purchase Agreement. The rules of interpretation set forth in Section 1.2 of the Business Purchase Agreement shall apply, *mutatis mutandis*, to this Assignment.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. ASSIGNMENT

In consideration of the respective covenants, agreements, representations, warranties and indemnities contained in the Business Purchase Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party hereto), and pursuant to the terms of the Business Purchase Agreement, the Assignor hereby assigns to the Assignee, and its successors and assigns, all of its right, title, and interest in and to the Patents and to any patents that may be issued or granted

thereon, and to any patent application and patent arising from any continuation, division, continuation-in-part, renewal, reissue, and extension thereof, for the full term or terms for which the same may be granted, together with all rights under the Patents, including the right to enforce the Patents and recover damages and obtain all other remedies in respect of past, present and future infringements and misappropriations (whether known or unknown) of the Patents, and all rights corresponding to any of the above throughout the world. This Assignment includes all of Assignor's right, title, and interest in and to all third party warranties, indemnities, and guarantees in relation to the Patents. This Assignment includes the grant by the Assignor to the Assignee of Assignor's right to claim priority for the applications contained in the Patents in Schedule A under the International Convention for the Protection of Industrial Property and under any other applicable international agreements and laws.

Assignor hereby authorize the division of the information provided in Schedule A by the Assignee in order to facilitate the conveyance, transfer and assignment, consolidation, vesting and recording in Assignee, of full ownership of the Patents.

2. NO MODIFICATIONS

This Assignment shall not enlarge, restrict, or otherwise modify the terms of the Business Purchase Agreement or constitute a waiver or release by any party to the Business Purchase Agreement of any liabilities or obligations imposed thereby.

3. FURTHER ASSURANCE

The Assignor shall, at the reasonable request of the Assignee, promptly execute and deliver any further instruments of sale, conveyance, transfer, and assignment, and any notices, releases, acquittances, and other documents and perform such further acts that may be necessary to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder.

4. COUNTERPARTS

This Assignment may be executed in any number of counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Assignment, but the counterparts shall together constitute but one and the same instrument.

5. **GOVERNING LAW**

This Assignment shall be governed by and construed and enforced in accordance with the Legal Requirements of the State of New York applicable to agreements executed and to be performed solely within the State of New York, without regard to the conflicts of law principles of such state.

Any dispute, controversy or claim arising out of, relating to or in connection with this Assignment, including any question regarding its existence, validity, or termination, or regarding a breach of this Assignment, shall be resolved pursuant to Sections 13.5 of the Business Purchase Agreement *mutatis mutandis*.

IN TESTIMONY WHEREOF, ASSIGNEE has caused this Assignment to be duly executed by its duly authorized officer on the date set forth below.

Mexichem Amanco Holding, S.A. de C.V.

By: Andrés Lapuerta

Its: General Counsel

Date: January 7, 2011

STATE OF NEW YORK _____)

)ss:

COUNTY OF NEW YORK _____)

On this 7th day of January 2011, before me the undersigned, a Notary Public for the state of New York, Sharon D. Chinitz personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Sharon D. Chinitz
Signature of Notary

SHARON D. CHINITZ
Notary Public, State of New York
No. 30-4830635
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires June 30, 2011

SCHEDULE A

Patents (US)

<u>Patent</u>	<u>Owner</u>	<u>Country</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Status</u>
Extrusion Process	AlphaGary Corporation and E.I. duPont de Nemours and Company	US	11/039,440	7,744,794	Issued
Non-dripping, flame retardant, fluoroelastomer insulative compositions for telecommunications cables	AlphaGary Corporation	US	09/688,328	6,797,760	Issued
Low smoke emission, low corrosivity, low toxicity, low heat releases, flame retardant, zero halogen polymeric compositions	AlphaGary Corporation	US	10/315,757	7,078,452	Issued
Filled perfluoropolymer composition comprising a low melting fluoropolymer additive	AlphaGary Corporation and E.I. duPont de Nemours and Company	US	11/484,946	7,683,130	Issued
Highly filled unsaturated fluoropolymer compositions for cables	AlphaGary Corporation	US	11/540,182	7,625,974	Issued
Filled perfluoropolymer	AlphaGary	US	11/039,517	7,459,498	Issued

<u>Patent</u>	<u>Owner</u>	<u>Country</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Status</u>
composition	Corporation and E.I. duPont de Nemours and Company				
Plenum Cable	AlphaGary Corporation and E.I. duPont de Nemours and Company	US	11/039,550	7,652,211	Issued
Low smoke emission, low corrosivity, low toxicity, low heat release, flame retardant, zero halogen polymeric compositions	AlphaGary Corporation	US	09/667,453	6,492,453	Issued

NEWYORK 7976567 (2K)