

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Assets
CONVEYING PARTY DATA	
Name	Execution Date
Delta Chemical Corporation	11/11/2011
RECEIVING PARTY DATA	
Name:	USALCO, LLC
Street Address:	1120 Middle River Road
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21220
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5985234
Patent Number:	5997838
Patent Number:	6036935
CORRESPONDENCE DATA	
Fax Number:	(919)416-8328
Phone:	9192868041
Email:	pto_tmconfirmation@mvalaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	430 Davis Drive
Address Line 2:	Suite 500
Address Line 4:	Morrisville, NORTH CAROLINA 27560
ATTORNEY DOCKET NUMBER:	327000-027131 JES
NAME OF SUBMITTER:	John E. Slaughter
Total Attachments: 8	

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## ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this "Assignment") is made this 11th day of November, 2011, by and between DELTA CHEMICAL CORPORATION, a Maryland corporation ("Seller") and USALCO, LLC, a Maryland limited liability company ("Buyer").

### Agreement

Pursuant to terms and conditions of an Asset Purchase Agreement executed by and among various parties, including Buyer and Seller, on July 7, 2011, as amended by an Amendment to Asset Purchase Agreement dated September 16, 2011 (collectively, the "Purchase Agreement") (all capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement), Seller desires to transfer, and Buyer desires to acquire, any and all U.S. and foreign right, title and interest that Seller has in and to any Marks, Patents, Copyrights, mask works, Trade Secrets and Net Names. For good and valuable consideration, the sufficiency and receipt of which Seller acknowledges, Seller agrees as follows:

#### 1. Assignment.

1.1 Marks. Seller has adopted and used the Marks set forth on Schedule A (the "Marks"). Seller hereby assigns and transfers to Buyer all U.S. and foreign right, title, and interest in and to the Marks, any U.S. and foreign registrations and/or pending applications therefor, together with the goodwill symbolized by the Marks.

1.2. Patents. Seller owns the Patents set forth on Schedule B (the "Patents"). Seller hereby assigns and transfers to Buyer all U.S. all foreign right, title and interest in and to the Parents, including (without limitation) all letters patent, divisions, continuations, continuations-in-part, substitutions, reissues, reexaminations, and extensions to be obtained therefor, and in and to all rights of priority resulting from the filing of applications for such inventions, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringement of the Patents.

1.3 Copyrights. Seller hereby assigns and transfers to Buyer all of its right, title and interest in and to the Copyrights (as defined in the Purchase Agreement), including, without limitation, those listed on Schedule C hereto.

1.4 Trade Secrets. Seller hereby assigns and transfers to Buyer all of its right, title and interest in and to any and all Trade Secrets (as defined in the Purchase Agreement).

1.5 Net Names. Seller hereby assigns and transfers to Buyer all of its right, title and interest in and to any and all Net Names (as defined in the Purchase Agreement), including, without limitation, those listed on Schedule D hereto.

The rights transferred pursuant to Sections 1.1 through 1.5 shall be referred to herein as the "Intellectual Property Assets."

2. **Further Assurances.** Seller hereby agrees to do such further acts and things, and to execute and deliver such additional conveyances, assignments, agreements and instruments from time to time, as Buyer may at any time reasonably request in order to better assure and confirm unto Buyer its rights, powers and remedies conferred hereunder. Seller further agrees to communicate to Buyer or its representatives any facts known to the Seller respecting the Intellectual Property Assets, and at the expense of Buyer, to testify in any legal proceedings, sign all lawful papers, execute all division, continuation, continuation-in-part, substitution, reissue, reexamination, and extension applications, execute all necessary assignment papers to cause any and all letters patent to be issued to Buyer, make all rightful oaths and generally to do everything necessary or desirable to aid Buyer, its successors and assigns, to obtain and enforce proper protection for the Intellectual Property Assets in the United States and in any and all foreign countries. If Buyer is unable for any reason to secure the Seller's signature to any document required or appropriate for such purposes, Seller hereby irrevocably appoints Buyer and its duly authorized officers and agents as Seller's agents and attorneys-in-fact to: (a) act for and in Seller's behalf; (b) execute and file such documents; and (c) do other lawfully permitted acts to further the prosecution with the same legal force and effect as if executed by Seller. Seller agrees that this designation and appointment constitutes an irrevocable power-of-attorney coupled with an interest. Seller hereby waives any and all moral rights Seller may have in any of the Intellectual Property Assets, and also authorizes Buyer to withhold Seller's identity in connection with any distribution, registration or use thereof.

3. **Indemnification.** Subject to the provisions of the Purchase Agreement, Seller agrees to indemnify, defend and hold Buyer, its successors and permitted assigns, directors, officers, employees, agents, and independent contractors, harmless of and from any damage, loss, cost or expense or any other liability of every nature, kind and description whatsoever (including, without limitation, reasonable attorneys' fees and expenses) incurred or suffered by Buyer, by reason of or resulting from or arising out of: (a) any misrepresentation or breach of any representation, warranty, covenant or agreement herein; (b) any failure of Seller to perform any of its obligations under this Assignment; or (c) any third-party claim or action brought against Buyer by a third party on the issue of infringement, misappropriation or violation of any right by the Intellectual Property Assets.

4. **No Dispute Clause.** At no time hereafter shall Seller dispute, contest, or aid or assist others in disputing or contesting, either directly or indirectly, the exclusive right, title, and interest of Buyer in the Intellectual Property Assets.

5. **Covenants.** Commencing as of the effective date of this Assignment, Seller covenants and agrees in perpetuity never to dispute, contest, or aid or assist others in disputing or contesting, either directly or indirectly, the exclusive right, title, and interest

of Buyer in the Intellectual Property Assets that have been assigned to Buyer hereunder in any jurisdiction.

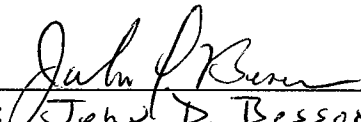
6. **Governing Law.** This Assignment shall be construed, interpreted and enforced in accordance with the laws of the State of Maryland, U.S. without regard to conflicts of law principles. Buyer and Seller hereby agree that any suit, action or proceeding arising out of or based upon any claim under this Assignment shall be instituted in state or federal court in Maryland, and Seller and Buyer waive any objection they may have to the laying of venue of such suit, action or proceeding therein. In the event that any action is filed in relation to this Assignment, the party which does not prevail in such action shall pay the attorneys' fees and other costs and expenses including investigation costs, incurred by the prevailing party in such proceedings. **EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.** Each of the parties hereto represents that it has read this Assignment, that it understands fully all of its terms, that it has been afforded the opportunity to discuss this Assignment with legal counsel of its choice and that it enters into this Assignment voluntarily and of its own free will and fully and completely accepts the terms of this Assignment.

7. **Miscellaneous.** This Assignment, including any exhibits and schedules attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, representations and proposals, written and oral, relating thereto. This Assignment may be amended or modified only in a writing executed by both parties. This Assignment shall inure to the benefit of, and shall be binding upon, the parties, their respective successors and permitted assigns. Executed copies of this Assignment may be delivered by facsimile transmission or other comparable electronic means. If for any reason any provision of this Assignment shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity, legality and enforceability of the remainder of this Assignment shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced. The parties have agreed to execute this Assignment in the English language. In the event of any dispute in connection with this Assignment, the English language version of the Assignment will control for all purposes. Any action brought under this Assignment will be conducted in the English language. Seller hereby expressly recognizes and acknowledges that extensive and irreparable damage would result in the event that this Assignment is not specifically enforced; therefore, notwithstanding any other provision of this Assignment, Buyer' rights hereunder shall be enforceable in any court of equity by a decree of specific performance and appropriate injunctive relief may be applied for and granted in connection therewith, without necessity of posting bond.

[SIGNATURES ON FOLLOWING PAGE]

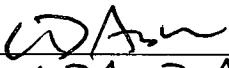
IN WITNESS WHEREOF, Seller has caused the execution of this Assignment as of the \_\_\_ day of Nov., 2011.

**DELTA CHEMICAL CORPORATION**

By:   
Name: John D. Besson  
Title: President  
Date: 11-16-11

ACKNOWLEDGED AND AGREED:

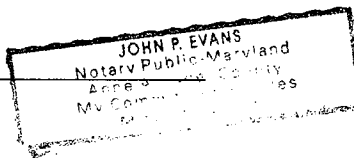
USALCO, LLC

By:   
Name: DAVID ASKEU  
Title: PRESIDENT  
Date: 11-16-11

State of Maryland ) SS:  
City County of Baltimore )  
Before me personally appeared said JOHN D. BESSON (Signatory for Assignor) and acknowledged the foregoing instrument to be his free act and deed this 16th day of NOVEMBER, 2011.

SEAL





(Notary Public)

1960546  
Assignment of Intellectual Property Assets

**Schedule A**

**Marks**

None.

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*Assignment of Intellectual Property Assets*

**Schedule B**

**Patents**

<b>Patent Number</b>	<b>Country</b>	<b>Issue Date</b>	<b>Name</b>
5,985,234	United States	November 16, 1999	Polyaluminum chlorides and polyaluminum chlorosulfates methods and compositions
5,997,838	United States	December 7, 1999	Polyaluminum chlorides and polyaluminum chlorosulfates methods and compositions
6,036,935	United States	March 14, 2000	Polyaluminum chlorides and polyaluminum chlorosulfates methods and compositions

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*Assignment of Intellectual Property Assets*



**Schedule C**

**Copyrights**

None.

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**Schedule D**

**Net Names**

deltachemical.com

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*Assignment of Intellectual Property Assets*