

08-31-2000



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To the Honorable Commission
er

and the attached



07-25-2000

1. Name of conveying party(ies):

U.S. Patent & TMO/TM Mail Rpt. Dt. #31

receiving party (ies)

Morton International, Inc.

- Individual(s)
- General Partnership
- Corporation - State of Indiana
- Other
- Association
- Limited Partnership

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

Name: BASF Corporation
Internal Address: _____
Street Address: 3000 Continental Drive North
City: Mount Olive State: NJ ZIP: 07828-1234

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation- State of Delaware
- Other

If assignee is not domiciled in the United States, a domestic
representative designation is attached: Yes No

(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 29, 2000

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

A. Trademark Application No.(s) 75/630107

B. Trademark Registration No. (s)
See attached Schedule A

Additional numbers attached? Yes No

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

Name: Jacqueline M. Ostroski
Internal Address: BASF Corporation

Street Address: 3000 Continental Drive North

City: Mount Olive State: NJ ZIP: 07828-1234

6. Total number of applications and registrations
involved:15

7. Total fees (37 CFR 3.41).....\$ 390.00

- Enclosed
- Authorized to be charged to deposit account

Deposit account number: 09-0425

(Attach duplicate copy of this page if paying by deposit
account)

06/30/2000 BNGUYEN 06000269 090425 75630107

01 FC:481
02 FC:482

8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the
original document.

Brian W. Stegman, Esq.
Name of Person Signing

Brian W. Stegman
Signature

July 25, 2000
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Assistant Commissioner for Trademarks
BOX ASSIGNMENTS
2900 Crystal Drive
Arlington, VA 22202-3513

Express Mail label # EL 395 884 713 45
Date Mailed: 7/25/2000

SCHEDULE A

Domestic Trademarks United States

Registrations:

Mark	Registration No.	Registration Date
AQUACERAM	1069209	12 July 1977
CENTER-LINE	830930	27 June 1967
CHEM-O-SOL	591835	29 June 1954
CHEM-O-THANE	756626	17 September 1963
ELDEP	962473	03 July 1973
FIRST COAT	1585229	06 March 1990
FLEXCERAM	2088289	12 August 1997
FLUOROCERAM	1356101	27 August 1985
MIRACOAT	1714871	15 September 1992
POLYCERAM	1012725	10 June 1975
STRIA-COAT	2283478	05 October 1999
SUPERL	1973214	07 May 1996
ULTRAMET	1833578	03 May 1994
UREPLUS	2006262	08 October 1996

Intent-to-use application:

Mark	Serial No.	Filing Date
EUROFLEX	75/630107	29 January 1999

ASSIGNMENT OF TRADEMARKS

STATE OF

:
: ss.
:

COUNTY OF

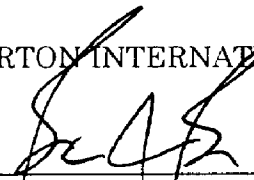
WHEREAS MORTON INTERNATIONAL, INC. ("Assignor"), an Indiana corporation with offices at 100 North Riverside Plaza Chicago, Illinois 60606-1596, United States of America, has adopted, used and is using the trademarks shown in Schedules A and B hereto in its industrial coatings business, including those trademarks for which it has filed applications in the United States based on an intention to use for which it has filed allegations of use under Section 1(c) or 1(d) of the Trademark Act (15 U.S.C. 1051(c), (d));

AND WHEREAS BASF CORPORATION ("Assignee"), a Delaware corporation with offices at 3000 Continental Drive North, Mount Olive, New Jersey 07828-1234, United States of America, has on this date acquired from Assignor certain assets and property used in Assignor's industrial coatings business and is desirous of acquiring the trademarks shown in Schedules A and B hereto (collectively, the "Trademarks"), and the domestic and foreign registrations and applications for registration of the Trademarks shown in Schedules A and B, and the goodwill of the business symbolized by the Trademarks.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Trademarks, together with the domestic and foreign registrations and applications for registration of the Trademarks shown in Schedules A and B hereto, in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto and in and to all rights of action arising from the Trademarks, all claims for damages by reason of past, present and future infringement of the Trademarks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made, and the goodwill of the business symbolized by the Trademarks.

Dated: , 2000

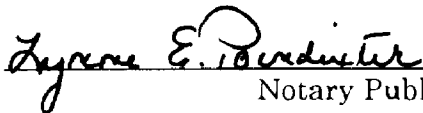
MORTON INTERNATIONAL, INC.

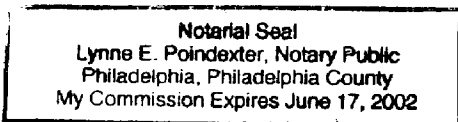
By 

Name: Bradley J. Bell

Title: Vice President/Chief Financial Officer

Subscribed and sworn to before me on February 29, 2000.


Notary Public



Member, Pennsylvania Association of Notaries

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