

08-02-2001

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Monsanto Company **7-1301**

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

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

3. Nature of conveyance:

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

Execution Date: October 15, 1999

2. Name and address of receiving party(ies)

Name: ISP Investments Inc.

Internal

Address: _____

Street Address: 300 Delaware Avenue

City: Wilmington State: DE Zip: 19801

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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

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

A. Trademark Application No.(s)

See Attached Schedule 1

B. Trademark Registration No.(s)

See Attached Schedule 1

Additional number(s) attached Yes No

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

Name: William J. Davis, Esq.

Internal Address: Building 10

International Specialty Products
Inc.

Street Address: 1361 Alps Road

City: Wayne State: NJ Zip: 07470

6. Total number of applications and registrations involved: 36

7. Total fee (37 CFR 3.41).....\$ 915.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

07-0650

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

DO NOT USE THIS SPACE

9. 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.

William J. Davis

Name of Person Signing

William J. Davis

Signature

7/11/01

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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01 FC:481 40.00 CH
02 FC:482 875.00 CH

TRADEMARK
REEL: 002338 FRAME: 0102

U.S. ALGIN TRADEMARKS
10/11/1999

Schedule 1

Country Name	Trademark Name	Application No.	Filing Date	Registration No.	Reg. Date
USA-United States of America	ALGINADE			658888	25-Feb-1958
USA-United States of America	AMOLOID	00		404,556	07-Dec-1943
USA-United States of America	COCOLOID	00		434,988	09-Dec-1947
USA-United States of America	COCOLOID	00		313,309	22-May-1934
USA-United States of America	DARILOID	00		436,488	10-Feb-1948
USA-United States of America	DARILOID	00		321,597	05-Feb-1935
USA-United States of America	DRICOID	71/522221	27-Apr-1947	438544	27-Apr-1948
USA-United States of America	KELACID	71/618801		562,002	22-Jul-1952
USA-United States of America	KELCO DESIGN	75/783109	19-Aug-1999		
USA-United States of America	KELCO -PAC	73/082678	05-Apr-1976	1056680	18-Jan-1977
USA-United States of America	KELCOLOID	474670		412692	20-Mar-1945
USA-United States of America	KELCOLOID	486,955		421,958	25-Jun-1946
USA-United States of America	KELCOLOID	73/101233		1067513	14-Jun-1977
USA-United States of America	KELCOLOID O	73/101015		1067512	14-Jun-1977
USA-United States of America	KELCOSOL	00		433,814	28-Oct-1947
USA-United States of America	KELCOSOL	00		435,904	13-Jan-1948
USA-United States of America	KELGIN	00		436,487	10-Feb-1948
USA-United States of America	KELGIN	00		372,226	24-Oct-1939

Country Name	Trademark Name	Application No.	Filing Date	Registration No.	Reg. Date
USA-United States of America	KELMAR	00		551,758	04-Dec-1951
USA-United States of America	KELMULSION	75/333434	31-Jul-1997		
USA-United States of America	KELNOODLIZER	75/003594	10-Oct-1995	2060010	06-May-1997
USA-United States of America	KELSET	200,001		795,416	07-Sep-1965
USA-United States of America	KELSET	200,002		790,086	25-May-1965
USA-United States of America	KELTEX	71/371694	18-Nov-1935	0333358	17-Mar-1936
USA-United States of America	KELTONE			359204	09-Aug-1938
USA-United States of America	KELTONE	71/682019	21-Feb-1955	617683	20-Dec-1955
USA-United States of America	KELTOSE	00		370,290	20-Aug-1939
USA-United States of America	MANUCOL	71/385932	24-Nov-1936	346753	08-Jun-1937
USA-United States of America	MANUGEL	73/671675		1509707	25-Oct-1988
USA-United States of America	MANUTEX			661,252	06-May-1958
USA-United States of America	MARGEL	00		604,553	12-Apr-1955
USA-United States of America	MARGEL	183,600		778,658	20-Oct-1964
USA-United States of America	MARLOID	00		594,613	31-Aug-1954
USA-United States of America	SHERBELIZER	483,623		419,335	12-Feb-1946
USA-United States of America	SUPERLOID	00		440,783	28-Sep-1948
USA-United States of America	SUPERLOID	00		430,364	10-Jun-1947

ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF U.S. TRADEMARKS (the "Assignment") made by Monsanto Company, a Delaware corporation having its principal place of business at 800 North Lindbergh Boulevard, St. Louis, Missouri 63167 ("Assignor") to ISP Investments Inc., a Delaware corporation having its principal place of business at 300 Delaware Avenue, Wilmington, Delaware 19801 ("Assignee")

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of September 3, 1999 (the "Asset Purchase Agreement") providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Asset Purchase Agreement);

WHEREAS, Assignor owns the marks set forth on Schedule 1 hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office and other marks, including but not limited to those set forth on Schedule 1 (the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby sell, convey, transfer, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all Liens; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

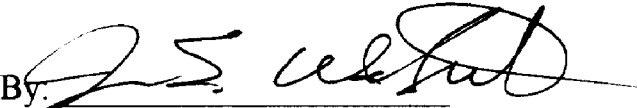
2. Representation. All representations made by Assignor to Assignee in the Asset Purchase Agreement with respect to the Assigned Marks and the other rights assigned above are incorporated herein by reference.

3. Further Assurances. Assignor shall, and shall cause each of its affiliates to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in this Assignment and the Asset Purchase Agreement and render effective the consummation of the transactions contemplated hereby and thereby.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity (except for trademark issues), interpretation and effect by the statutory, regulatory and decisional law of the State of Delaware (exclusive of such state's choice or conflicts of laws rules).

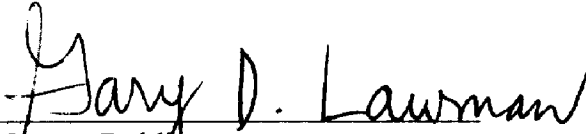
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of this 15th day of October, 1999.

MONSANTO COMPANY

By: 
Name: Jan S. Wolpert
Title: Authorized Representative

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On October 14, 1999 before me, the undersigned, personally appeared Jan S. Wolpert 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 to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.


Notary Public

GARY D. LAWMAN
Notary Public, State of New York
No. 31-5054632
Qualified in New York County
Commission Expires January 22, 2000

[Seal]