

10-02-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

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

1. Name of conveying party(ies): Morton International, Inc. 9-27-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Sunbelt Corporation
Internal
Address:
Street Address: 2120 Burkett Road
City: Rock Hill State: SC Zip: 29730
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State South Carolina
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 Merger
Security Agreement Change of Name
Other
Execution Date: 09/06/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1138331
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Summa & Allan, P.A.
Internal Address: Jesse B. Ashe, III
Street Address: 11610 North Community House Rd Suite 200
City: Charlotte State: NC Zip: 28277-2162

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 50-0332

DO NOT USE THIS SPACE

9. Signature.
Jesse B. Ashe, III
Name of Person Signing
Signature Date
Total number of pages including cover sheet, attachments, and document: 4

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

10/01/2002 TDI AZ1 00000045 1138331 40.00 DP 01 FC:481

TRADEMARK REEL: 002591 FRAME: 0590

OFFICE OF PUBLIC RECORDS 2002 SEP 27 AM 8:56 FINANCE SECTION

**ASSIGNMENT OF TRADEMARK**

**THIS AGREEMENT** effective as of the 6<sup>th</sup> day of Sept., 2002, is made by and between Morton International Inc., an Indiana corporation with its principal offices at 100 North Riverside Plaza, Chicago, Illinois 60606-1596, (hereinafter referred to as "ASSIGNOR"), and Sunbelt Corporation, a South Carolina corporation with its principal offices at 2120 Burkett Road, Rock Hill, South Carolina 29730 (hereinafter referred to as "ASSIGNEE"); and

**WHEREAS**, ASSIGNOR is a manufacturer of specialty chemicals, and

**WHEREAS**, ASSIGNOR has adopted, owns, and is using the mark MORFAST® ("the Mark") in connection with specialty chemicals, and specifically dyes; and

**WHEREAS** ASSIGNOR owns U.S. Reg. No. 1,138,331 for the mark MORFAST® for dyes, in International Class 2, or applications for such registration; and

**WHEREAS**, ASSIGNEE is a manufacturer of specialty chemicals; and

**WHEREAS**, ASSIGNEE desires to acquire all rights, title, and interest in and to the Mark, Reg. No. 1,138,331, and the goodwill therein;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns, transfers, and sells to ASSIGNEE, its legal representatives and assigns, all of ASSIGNOR's rights, title, interest, associated goodwill, and all rights of action against third parties ASSIGNOR may have in the mark; together with the rights in Reg. No. 1,138,331, and to any renewals and extensions of such mark; which interest and rights shall be held and enjoyed by ASSIGNEE as fully and entirely as the same would be held by ASSIGNOR to the full end of the term of the federally registered marks or any renewal and extension thereof which may be granted;

**AND**, ASSIGNOR agrees to provide all assistance reasonably requested by ASSIGNEE in the establishment, preservation, and enforcement of its mark, such assistance to be provided at ASSIGNEE's expense but without any additional compensation to ASSIGNOR;

**AND**, ASSIGNOR hereby warrants and covenants that it has the full power and authority to convey all right, title, and interest in the federal registration for the Mark herein assigned, transferred, or sold to ASSIGNEE, and that it has not executed and will not execute any agreement in conflict herewith.

This agreement constitutes the entire agreement between ASSIGNOR and ASSIGNEE. Any amendment, waiver, or discharge of this agreement and any terms, provisions, conditions or breaches hereof, shall be made only in writing signed by both

parties hereto.

**WHEREAS**, this agreement shall be governed and construed under the laws of the state of South Carolina, U.S.A.

**IN WITNESS WHEREOF**, each of the parties has executed and sealed this Agreement on the day and date set forth beside its name.

This 6<sup>th</sup> day of September, 2002

**ASSIGNOR  
MORTON INTERNATIONAL INC.**

By James G. Vouros

Name: JAMES G. VOUROS

Title: ASSISTANT SECRETARY

STATE OF Pennsylvania

COUNTY OF Philadelphia

This 6<sup>th</sup> day of September, 2002, before me personally came the above-named JAMES G. VOUROS, to me personally known as the individual who executed the foregoing assignment on behalf of Rohm and Haas Company who has acknowledged, to me that he executed the same of his own free will and as the free will of Rohm and Haas Company, for the purposes therein set forth.

(SEAL)

Diane Arrington  
Notary Public

My Commission expires: October 4 2004

NOTARIAL SEAL  
DIANE ARRINGTON, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires: Oct 4, 2004