

FORM PTO-1584 (Modified)
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2006)
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TM05/REV03

RECORDATION FORM COVER SHEET

Docket No.:

TRADEMARKS ONLY

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Witco Corporation

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

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **Goldschmidt SKW Surfactants GmbH**

Internal Address: _____

Street Address: **Goldschmidtstrasse 100**

City: **Essen, Germany** State: _____ ZIP: **45127**

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **June 22, 1999**

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

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	774,781 1,491,775
	794,635 1,520,389
	854,434

Additional numbers Yes No

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

Name: **Keith A. Weltsch**

Internal Address: **Scully, Scott, Murphy & Presser**

Street Address: **400 Garden City Plaza**

City: **Garden City** State: **NY** ZIP: **11530**

6. Total number of applications and registrations involved:..... **5**

7. Total fee (37 CFR 3.41):.....\$ **\$140.00**

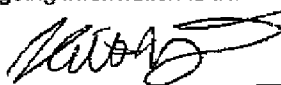
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
19-1013/SSMP

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.

Keith A. Weltsch
Name of Person Signing


Signature

August 10, 2004
Date

Total number of pages including cover sheet, attachments, and

21

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

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EXECUTION COPY

PURCHASE AGREEMENT

between

WITCO CORPORATION

and

GOLDSCHMIDT SKW SURFACTANTS GMBH

Dated as of June 22, 1999

List of Schedules

Schedule 1(a)	Affiliates and Subsidiaries of Witco Corporation
Schedule 2.2(a)(i)(A)(II)(1)	Facilities
Schedule 2.2(a)(i)(A)(II)(2)	Machinery, Plant, Equipment, Computer Hardware, Vehicles and Other Personal Property
Schedule 2.2(a)(i)(F)	Computer Programs and Software
Schedule 2.2(a)(i)(G)	Restrictive/Limiting Agreements
Schedule 2.2(a)(i)(H)(1)	Patents and Patent Applications
Schedule 2.2(a)(i)(H)(2)	Patents and Patent Applications Subject to Grant Back
Schedule 2.2(a)(i)(I)	Registered and Common Law Trademarks and Pending Trademark Applications
Schedule 2.2(b)(viii)	MOP Facility Map
Schedule 2.2(b)(xiv)	Trademarks Used in the Business But Not to be Sold
Schedule 2.5(c)	Terms of Sale of Flimby Facility
Schedule 2.5(d)	Terms of Sale of Granollers Facility
Schedule 2.8	Construction Projects
Schedule 3.6	Purchase Price Allocation
Schedule 4.3(b)	Bank Accounts
Schedule 5.1	Organization of Sellers and Witco Surfactants
Schedule 5.3	Liens
Schedule 5.4(a)	Exceptions to Business Statements
Schedule 5.4(b)	Inventory Reserves
Schedule 5.5	Contracts
Schedule 5.6(a)	Germany Business Patents and Patent Applications
Schedule 5.6(b)	Germany Business Trademark Registrations
Schedule 5.6(c)	Intellectual Property Infringements
Schedule 5.7	Seller Litigation
Schedule 5.8(a)	Employee Benefit Plans
Schedule 5.8(c)	Employee Benefit Plan Liabilities
Schedule 5.8(h)	Retiree Life and Health Plans
Schedule 5.9	Labor Matters
Schedule 5.10	Defaults
Schedule 5.11	Seller Consents
Schedule 5.14	Compliance with Applicable Laws
Schedule 5.16	Transaction Bonuses
Schedule 5.17	Proposed Capital Expenditure Projects
Schedule 5.18	Condition of Purchased Assets
Schedule 5.20	Taxes
Schedule 5.22	Environmental, Occupational, Health & Safety Matters
Schedule 5.23	Permits
Schedule 5.25	Year 2000
Schedule 6.3	Buyer Consents
Schedule 7.1	Continuity of Employment
Schedule 7.4(b)	Stand Alone Plans
Schedule 7.8	Collective Bargaining Agreements
Schedule 8.14(a)	Term Sheets
Schedule 8.14(b)	Transition Services
Schedule 10.2	Non-Competition — Buyer
Schedule 11.2(b)	Certain Trademarks

permitted successors and assigns. References to classes of chemicals in this Agreement are mutually exclusive such that no one defined class of chemicals is or is to be deemed within another defined class of chemicals.

ARTICLE II

Purchase and Sale

SECTION 2.1 General. Seller Witco Corporation conducts the Business in North America through manufacturing facilities located in Mapleton, Illinois (the "Mapleton Facility") and Janesville, Wisconsin (the "Janesville Facility"), research and development personnel located in Dublin, Ohio, Business management personnel located in Greenwich, Connecticut and direct sales personnel located in various locations (collectively, the "NA Business"). Seller Witco UK conducts the Business in the United Kingdom through a manufacturing facility located in Flimby, United Kingdom (the "Flimby Facility"), and direct sales personnel located in various locations (the "UK Business"). Witco Surfactants conducts the Germany Business through a manufacturing facility located in Steinau, Germany and sales personnel located in various locations. Seller Witco España conducts the Business in Spain through a manufacturing facility located in Granollers, Spain (the "Granollers Facility") and direct sales personnel located in various locations (the "Spain Business"). Seller Witco International holds engineering data in respect of a proposed grassroots oleochemicals and derivatives manufacturing facility in Malaysia (the "Malaysia Assets"). The remaining Sellers set forth on Schedule 1(a) own limited inventory, Intangible Rights, contract and other assets of the Business outside of the previously mentioned jurisdictions, and employ certain Employees of the Business. All of the Sellers other than Witco Deutschland will sell the assets of the Business to the Buyer in the manner contemplated by Section 2.2 hereof, and Witco Deutschland will sell the Germany Business to Buyer in the manner contemplated by Section 2.3 hereof, and all such sales shall be on the remaining terms and conditions set forth herein. Notwithstanding any provision herein to the contrary, Sellers shall not sell any property, asset or right of the Memphis Business, whether tangible or intangible, real or personal (collectively, the "Memphis Assets") other than Purchased Co-Assets. For the avoidance of doubt, Buyer acknowledges and agrees that this Agreement does not purport to sell, transfer, convey, assign or deliver any of the Memphis Assets other than Purchased Co-Assets and that the term "Business" is defined to exclude the Memphis Business and the MOP Facility. The Germany Business and the Business are sometimes referred to herein collectively as the "Total Business."

SECTION 2.2 Assets and Liabilities. (a) Sale of Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing each Seller (other than Witco Deutschland), shall sell, transfer, convey, assign and deliver to the Buyer and the Buyer shall purchase and accept from such Seller in respect of the portion of the Business owned by such Seller:

(i) all right, title, and interest of such Sellers in and to all the properties, assets and rights of any kind, whether tangible or intangible, real or personal, used or held for use in the Business, free and clear of all Encumbrances and except for the Purchased Co-Assets and the Excluded Assets and except as limited in the following paragraphs of this Section 2.2(a)(i) (collectively, the "Purchased Assets"), including:

(A) all of the assets reflected on the Business Statement, (excluding assets disposed of or used in the ordinary course of business since the date of the Business Statement, but including assets acquired since that date), including:

(I) all raw materials, intermediate and finished goods inventories (including related packaging inventories) whether in transit,

located at the Facilities or at warehouses or toll manufacturers maintained by the Sellers ("Inventory"); and

(II) all property, plant and equipment, including (1) the facilities set forth on Schedule 2.2(a)(i)(A)(II)(1), including all real property, buildings, structures and improvements thereon and all fixtures and fittings attached thereto and contained therein (the "Facilities"), and (2) all machinery, plant, equipment, computer hardware, vehicles and other personal property of Sellers set forth on Schedule 2.2(a)(i)(A)(II)(2), other than vehicles returned pursuant to Section 8.10.

(B) all sales order files, engineering order files, purchase order files, manufacturing records, advertising and promotional materials and business files and other data, provided that any information not pertaining to the Business will be redacted and further provided that Sellers shall be permitted to retain copies of such files and records to the extent permitted by Buyer;

(C) all books of account, general, financial and accounting records, provided that any information not pertaining to the Business will be redacted and further provided that Sellers shall be permitted to retain originals of such files and records to the extent they provide Buyer with copies of same;

(D) except in respect of contracts identified on Schedule 5.5 as not being exclusive to the Business, all rights and interest of Sellers to or in all agreements, options, contracts, distributor agreements, sales representative agreements, leases, instruments, purchase orders, sales orders and commitments in respect of the Business (including outstanding bids) (collectively, the "Business Contracts");

(E) all licenses, approvals, certificates, permits, franchises or other evidence of authority issued by a Governmental Entity in respect of the Business;

(F) all computer programs and software (including documentation and related object and source codes), and all records thereof, that are set forth on Schedule 2.2(a)(i)(F);

(G) except as set forth in Section 2.2(a)(i)(H) below, and as restricted or limited by the Agreements set forth in Schedule 2.2(a)(i)(G), all rights, title and interest in and to all trade secrets, unpatented inventions, protocols, know-how, product formulae, product formulations, manufacturing processes and procedures, products, records of inventions, test information, drawings, diagrams, designs, research and development files and operating manuals used exclusively in or related exclusively to the Business (collectively, the "Technology Rights");

(H) (1) all patents and patent applications set forth on Schedule 2.2(a)(i)(H)(1) hereto as well as any Derivative Patent thereof and (2) subject to the rights therein in Sellers' favor pursuant to the License Agreement between Witco and Buyer dated as of the date hereof, all patents and patent applications set forth on Schedule 2.2(a)(i)(H)(2) as well as any Derivative Patent thereof;

(I) all trademarks, trademark registrations, tradenames and servicemarks, whether registered or unregistered, set forth on Schedule 2.2(a)(i)(I) hereof;

(J) the copyrights used exclusively in the Business;

(K) the eight mile sewer line connecting the Mapleton Facility and the Greater Peoria Sanitary District (the "Mapleton Sewer Line");

(L) all claims, known or unknown as of the Closing Date, (1) for past infringement of any patents or patent applications purchased hereunder, or other claims or choses in action relating to the misuse or misappropriation of Technology Rights or (2) relating to other Purchased Assets or Assumed Liabilities;

(M) all records of whatever nature relating to employment of Continuing Employees, to the extent in Sellers' possession and to the extent such files pertain to (1) skill and development training and resumes, (2) seniority histories, (3) salary and benefit information, (4) Occupational Safety and Health Act medical reports, (5) active medical restriction forms and (6) any other matters, disclosure of which by Sellers to Buyer is permitted under Applicable Law without the consent of the Continuing Employee, but not including any performance evaluations or disciplinary records; and

(N) the Malaysia Assers.

(ii) an undivided ownership right, title and interest in and to the following properties or rights owned by Sellers, free and clear of all Encumbrances (collectively, the "Purchased Co-Assets"):

(A) all trade secrets, unpatented inventions, protocols, know-how, product formulae, product formulations, manufacturing processes and procedures, products, records of inventions, test information, drawings, diagrams, designs, research and development files and operating manuals relating to technologies used by or held for use by both (1) the Business and (2) any other business of Sellers or any of their Affiliates (including the Memphis Business) as of the Closing Date (the "Overlapping Technologies/Products");

(B) except as set forth in Section 2.2(b)(xvi), the customer lists of the Business; and

(C) any copyrights in any literature, brochures, articles, labels, etc., that relate, but not exclusively, to the Business, to the extent such rights exist in Sellers, but only to those portions thereof that relate to the Business;

(b) Excluded Assers. Sellers shall not sell, transfer or assign, and Buyer shall not purchase, the following assets of the Sellers (such assets being collectively referred to as the "Excluded Assets"):

(i) all rights of Sellers arising under this Agreement and the consummation of the transactions contemplated hereby;

(ii) all cash, commercial paper, certificates of deposit and other bank deposits, treasury bills, investments, security deposits and other cash equivalents and marketable securities of Sellers;

(iii) all corporate minute books, stock records and tax returns of Sellers and such other similar corporate books and records of Sellers as may exist on the Closing Date; provided, however, that Buyer shall be entitled to obtain copies of

such other records of Sellers relating to the Purchased Assets and Purchased Co-Assets as Buyer may reasonably require in connection with the operation of the Business or use of the Purchased Assets subsequent to the Closing;

(iv) all interests in and to the corporate names of Sellers or any Affiliates of Sellers, including "Witco" and all variants thereof and all rights to the use of such names as trademarks;

(v) all receivables owing to Sellers in respect of the Business, including third party receivables and intercompany and intracompany receivables owed by Sellers and their Affiliates to the Business (collectively, the "Receivables");

(vi) all rights to refunds in respect of Taxes that accrued prior to the Closing;

(vii) all transfer pricing, distribution and other agreements among Sellers and their Affiliates designed to facilitate transfers of products and funds related to the Business among Witco entities;

(viii) the land, building and related manufacturing assets in respect of the metal alkyls manufacturing operations at the Mapleton Facility, as indicated on the map set forth on Schedule 2.2(b)(viii) hereto (the "MOP Facility");

(ix) the building and facility for the conduct of research and development located in Dublin, Ohio, and the machinery, computer hardware and other personal property of Witco contained therein other than those set forth on Schedules 2.2(a)(i)(A)(II)(2), 2.2(a)(i)(F), 2.2(a)(i)(H)(1) and 2.2(a)(i)(H)(2);

(x) the building and facility located in Singapore that is used in part in the conduct of the Business, and the machinery, computer hardware and other personal property contained therein other than as set forth on Schedules 2.2(a)(i)(A)(II)(2), 2.2(a)(i)(F) and 2.2(a)(i)(H)(1) and 2.2(a)(i)(H)(2);

(xi) the shares of Enenco Incorporated owned by Witco;

(xii) all trade secrets, unpatented inventions, protocols, know-how, product formulae, product formulations, manufacturing processes and procedures, products, records of inventions, test information, drawings, diagrams, designs, research and development files and operating manuals in respect of those products manufactured by Witco or its Affiliates, other than the Business, and sold by the Business;

(xiii) all trade secrets, unpatented inventions, protocols, know-how, product formulae, product formulations, manufacturing processes and procedures, products, records of inventions, test information, drawings, diagrams, designs, research and development files and operating manuals relating to or held for use by Sellers other than in the Business;

(xiv) all trademarks, trademark registrations, tradenames and servicemarks used in the Business and other than those set forth on Schedule 2.2(a)(i)(I) hereof, including those set forth on Schedule 2.2(b)(xiv);

(xv) copyrights except as set forth in Sections 2.2(a)(i)(J) and 2.2(a)(ii)(C).

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(xvi) lists of customers of fatty acids;

(xvii) all records of any nature whatsoever related to employment of the Employees prior to the Closing Date; provided that Buyer shall receive copies of such records contemplated by Section 2.2(a)(i)(M);

(xviii) all property and assets of Sellers used or held for use in the Memphis Business other than Purchased Co-Assets; and

(xix) except as otherwise expressly set forth herein, all property, wherever situated, of Sellers not used or held for use in the Business.

(c) Assumed Liabilities. On the Closing Date, upon the terms and subject to the conditions of this Agreement, Buyer shall assume the following, and only the following liabilities of Sellers in respect of the Business (collectively, the "Assumed Liabilities"), including:

(i) all the obligations of Sellers under the Business Contracts, licenses, approvals, certificates, permits, franchises or other evidences of authority issued in respect of the Business by a Governmental Entity, in each case, included as part of the Purchased Assets excluding obligations or liabilities resulting from a breach or violation by any Seller;

(ii) all claims for damages, direct or consequential, related to warranty or product liability claims in respect of products of the Business that are a work in process or unpackaged finished goods as of the Closing Date, other than in respect of products that constitute finished goods stored in bulk prior to the Closing Date and ultimately shipped in bulk;

(iii) all obligations related to the construction, safety and health projects set forth on Schedule 2.8, excluding any fines or penalties imposed by any Governmental Entity for any instances of non-compliance with Applicable Laws occurring prior to the Closing Date irrespective of whether or not such instance of non-compliance is intended to be corrected pursuant to any of the projects set forth on Schedule 2.8;

(iv) all Taxes relating to the Purchased Assets which accrue after the effective time of the Closing; and

(v) all obligations and liabilities assumed by Buyer pursuant to Article VII.

(d) Excluded Liabilities. Buyer does not assume and shall have no responsibility for any liability in respect of the Business other than the Assumed Liabilities (the "Excluded Liabilities"), including:

(i) all obligations and liabilities relating to or arising out of any claims made by Employees or former employees (or their dependents or beneficiaries) of the Business or labor organizations, unions or associations representing Employees or former employees of the Business for severance or other separation benefits or for compensation or damages with respect to the employment or the failure to offer employment to, the failure to promote or the termination of employment of any such Employee or former employee or which are based on, arise out of, or result from, acts, facts, circumstances, events or conditions occurring or existing prior to the Closing Date;

continue in the use of any and all such process technology following the Closing, subject to the limitations set forth in Section 10.1 hereof.

ARTICLE XI

Post-Closing Covenants

SECTION 11.1 Availability of Records. After the Closing, each party shall retain and make available to the other party as reasonably requested by such other party, its agents and representatives, any taxing authority and any Governmental Entity all information, records or documents relating to the Business, the Germany Business or the Employees for all periods prior to Closing and shall preserve all such information, records and documents until the later of (i) six years after the Closing, (ii) the expiration of all statutes of limitations for Taxes for periods prior to the Closing or extensions thereof applicable to the requesting party for Tax information, records or documents or (iii) the required retention period for all government contract information, records or documents. Each party shall also make available to the other party, as reasonably requested by such other party, personnel responsible for preparing or maintaining information, records and documents, in connection with Tax matters, environmental matters, governmental contracts, litigation or potential litigation, including claims for workers' compensation, product liability, general insurance liability and automobile insurance liability. Prior to destroying any records related to a party for the period prior to the Closing Date, the other party shall notify such party 30 days in advance of any such proposed destruction of its intent to destroy such records, and such other party will permit such party to retain any such records. With respect to any litigation and claims which are Excluded Liabilities, each party shall render all reasonable assistance which the other party may request in defending such litigation or claim and shall make available to such other party's personnel most knowledgeable about the matter in question.

SECTION 11.2 Use of Trade or Service Marks. (a) Buyer shall not use or permit its distributors to use the name "Witco" or any other corporate, trade or service marks or names owned or used by Sellers or any of Sellers' Affiliates, unless such marks or names are specifically included in the Purchased Assets, Purchased Co-Assets, or are owned by Witco Surfactants. All products (if applicable) and product packaging of the Business and the Germany Business as of the Closing Date manufactured by Buyer after the Closing Date shall bear a new code identification which indicates the products were manufactured by Buyer.

(b) Notwithstanding Section 11.2(a), for a period of up to one year from the Closing Date, Buyer shall be entitled to use all inventories of packaging, labels and sales literature existing as of the Closing Date bearing or reflecting any names or marks, other than names or marks set forth on Schedule 11.2(b) which shall be used exclusively by Sellers, which had been used by the Total Business prior to the Closing Date but which are not Purchased Assets or assets retained by the Germany Business (altogether "Marks") provided that:

Date: (i) such use is strictly the same as existed prior to the Closing

(ii) the services and goods rendered and all goods produced, distributed or sold under the Marks are of at least equal quality standards as were maintained by Sellers and Witco Surfactants prior to the Closing Date;

(iii) Sellers, through a mutually agreed upon accounting firm or professional inspectors of goods, shall have the right to inspect Buyer's operations and evaluate products to ensure compliance with this Section 11.2(b); and

(iv) Buyer discontinues the use of such packaging, labels and sales literature as soon as practicable after the Closing Date.

(c) Buyer acknowledges that the Marks are the sole property of Sellers, and they will (i) do nothing inconsistent with such ownership, (ii) not attack the Marks in any way nor use, register or seek to register any trademark or trade name which is the same as or similar to a Mark, (iii) identify and use the Marks in accordance with any applicable international, national, state and local laws or standards as may be appropriate to protect the validity and strength of the Marks or as may be reasonably requested by Sellers.

SECTION 11.3 Tax Matters.

SECTION 11.3.1 Cooperation. Without limiting the generality of Section 11.3.2, Buyer shall fully cooperate with Sellers with respect to the preparation of each return or other document required to be filed or delivered to taxing authorities after the Closing Date in respect of any Taxes which are payable with respect to any period beginning before the Closing Date.

SECTION 11.3.2 Assistance. Without limiting the generality of Section 11.1 or 11.3.1, after the Closing, Buyer, on the one hand, and Sellers, on the other hand, shall provide each other with such assistance as may reasonably be requested by any of them in connection with the preparation of any Tax return, any audit or other examination by any taxing authority, or any judicial or administrative proceedings relating to liability for Taxes, and each will retain and, upon the request of the other, provide the other with, any records or information which may be relevant to such return, audit, examination or proceedings. Such assistance shall include making employees available on a mutually convenient basis to provide additional information and explanation of any material to be provided hereunder and shall include furnishing to or permitting the copying by the requesting party of any records, returns, schedules, documents, work papers or other relevant materials which might reasonably be expected to be of use in connection with such return, audit, examination or proceedings. The party requesting assistance hereunder shall reimburse the party whose assistance is requested for the reasonable out-of-pocket expenses incurred by it in providing such assistance, but shall not be required to reimburse the party providing such assistance with respect to time of employees made available pursuant to this Section 11.3.

SECTION 11.4 Confidentiality. (a) In the event the transaction contemplated by this agreement is completed, it is acknowledged that (i) Buyer will come into possession of and employees of Buyer that were formerly employees of Sellers as of the Closing Date will have in their possession or be aware of materials, business information, financial information, know-how, trade secrets, technology, documents, reports, manuals, data, computer data, product formulae, etc. pertaining to the Excluded Assets and other assets of Sellers not related to the Total Business which embody or contain Sellers' confidential, proprietary and/or trade secret information as well as proprietary, confidential and/or trade secret information of their customers and which are not part of or relevant to the Total Business to be purchased hereunder (altogether hereinafter "Sellers' Confidential Information") and that (ii) Sellers will retain in their possession certain proprietary, confidential and/or trade secret materials, business information, financial information, know-how, trade secrets, technology, documents, reports, manuals, data, computer data, product formulae, etc. pertaining to the Total Business which are Purchased Assets (collectively, "Buyer's Confidential Information"). Sellers' Confidential Information and Buyer's Confidential Information hereinafter are individually and collectively referred to as "Confidential Information".

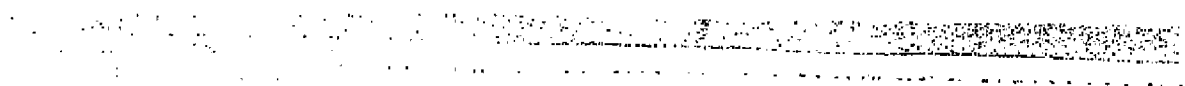
(b) Buyer and Sellers each agree that they shall, after the Closing Date, (i) hold each other's Confidential Information in confidence, using the care and caution each uses with respect to its own confidential information; (ii) not disclose the other's Confidential

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Schedule 2.2(a)(i)(I)

Registered and Common Law Trademarks and Pending Trademark Applications

See Attached

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MASTER FILE REPORT
PAGE: 1

PCMASTER REPORTER

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Trademark Family Case Print
06/15/1999

TRADEMARK: AROSURF
Client/Division:OLE

Country	Status	Original Reg. Date	Current Reg. Date	Registration Number	Renewal Date
Israel	Registered	11/10/1981	11/10/1991	740122436	11/10/2001
GOODS : chemical products, petrochemicals, petroleum derivatives for industrial use					
Belux	Registered	07/19/1972	07/19/1972	311822	07/19/2002
GOODS : SURFACE ACTIVE AGENTS FOR FURTHER MANUFACTURE IN THE INDUSTRIAL ARTS					
Canada	Registered	12/24/1969	12/24/1969	167029	12/24/1999
GOODS : SURFACE ACTIVE AGENTS FOR FURTHER MANUFACTURE IN THE INDUSTRIAL ARTS					
France	Registered	03/26/1991	03/26/1991	366411	03/26/2001
GOODS : SURFACE ACTIVE AGENTS FOR FURTHER MANUFACTURE IN THE INDUSTRIAL ARTS					
Great Britain	Registered	08/23/1988	08/23/1995	1355603	08/23/2005
GOODS : preparations for killing wads and destroying vermin; pesticides, insecticides, herbicides, fungicides,					
Germany	Registered	08/30/1991	08/30/1991	2329322	08/30/2001
GOODS : chemicals (exclusive of those belonging to any other class), medical accessories					
South Korea	Registered	12/15/1989	12/15/1989	185440	12/15/1999
GOODS : spinning assistant, clothing assistant, scouring assistant, dyeing assistant, emulsifying agent, persing					
Japan	Registered	09/23/1988	09/23/1988	432479	09/23/1998
GOODS : SURFACE ACTIVE AGENTS FOR FURTHER MANUFACTURE IN THE INDUSTRIAL ARTS					
United States	Registered	08/11/1984	08/11/1994	774781	08/11/2004
GOODS : SURFACE ACTIVE AGENTS FOR FURTHER MANUFACTURE IN THE INDUSTRIAL ARTS					

[Handwritten Signature]

TRADEMARK
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PCMASTER REPORTER

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Trademark Family Case Print
06/15/1999

TRADEMARK: CYCLOGOL
Client/Division:OLE

Country	Status	Original Reg. Date	Current Reg. Date	Registration Number	Renewal Date
elux GOODS :	Registered	02/27/1990	02/27/1990	550531	02/27/2010
many GOODS :	Registered	02/27/1990	02/27/1990	550531	02/27/2010
in GOODS :	Registered	02/27/1990	02/27/1990	550531	02/27/2010
ice GOODS :	Registered	09/15/1989	09/15/1989	1.551.06.	09/14/1999
at Britain GOODS : Surface-active chemical products for use as wetting and	Registered	05/08/1956	05/08/1991	753,574	05/08/2005
t Britain GOODS : Waxes for use in manufacture	Registered	05/08/1956	05/08/1991	753,575	05/08/2005
rnational GOODS :	Registered	02/27/1990	02/27/1990	550531	02/27/2010
/ GOODS :	Registered	02/27/1990	02/27/1990	550531	02/27/2010
gial GOODS :	Registered	02/27/1990	02/27/1990	550531	02/27/2010

TRADEMARK
REEL: 002929 FRAME: 0884

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PCMASTER REPORTER

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Trademark Family Case Print
06/15/1999

TRADEMARK: SHUR-FLO
Client/Division:OLE

Country	Status	Original Reg. Date	Current Reg. Date	Registration Number	Renewal Date
United States	Registered	08/07/1990	08/07/1990	1608663	08/07/2000

GOODS : ANTI-CAKING AGENTS FOR THE USE IN THE MINERALS PROCESSING INDUSTRY.

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PCMASTER REPORTER

06/15/1999 15 56

Trademark Family Case Print
06/15/1999

TRADEMARK: VARAMIDE
Client/Division:OLE

Country	Status	Original Reg. Date	Current Reg. Date	Registration Number	Renewal Date
United States	Registered	08/13/1968	08/13/1988	854434	08/13/2008

GOODS : ALKANOLAMIDES FOR USE IN THE MANUFACTURE OF

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06/15/1999 15 56

Trademark Family Case Print
06/15/1999

TRADEMARK: VARIFOAM
Client/Division:OLE

Country	Status	Original Reg. Date	Current Reg. Date	Registration Number	Renewal Date
United States	Registered	06/14/1988	06/14/1988	1491775	06/14/2008
GOODS : SURFACTANTS USED AS CLEANING CONCENTRATES IN THE MANUFACTURE OF PERSONAL CARE					

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Trademark Family Case Print
06/15/1999

TRADEMARK: VARION
Client/Division:OLE

Country	Status	Original Reg. Date	Current Reg. Date	Registration Number	Renewal Date
Japan	Inactive				
GOODS : AMPHOTERIC ANION AND CATIONIC SURFACE ACTIVE AGENTS					
Japan	Inactive				
GOODS : AMPHOTERIC ANION AND CATIONIC SURFACE ACTIVE AGENTS					
United States	Registered	03/05/1988	03/05/1988	845247	03/05/2008
GOODS : AMPHOTERIC ANION AND CATIONIC SURFACE-ACTIVE AGENTS					

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06/15/1999TRADEMARK: VARISOFT
Client/Division:OLE

Country	Status	Original Reg. Date	Current Reg. Date	Registration Number	Renewal Date
Austria	Registered	10/10/1982	10/10/1982	472830	10/10/2002
GOODS : QUATERNARY AMMONIUM COMPOSITIONS AS SURFACTANTS AND EMULSIFIERS FOR COMMERCIAL					
Belgium	Registered	10/10/1982	10/10/1982	472830	10/10/2002
GOODS : QUATERNARY AMMONIUM COMPOSITIONS AS SURFACTANTS AND EMULSIFIERS FOR COMMERCIAL					
Czech Republic	Registered	10/10/1982	10/10/1982	472830	10/10/2002
GOODS : QUATERNARY AMMONIUM COMPOSITIONS AS SURFACTANTS AND EMULSIFIERS FOR COMMERCIAL					
Denmark	Registered	10/10/1982	10/10/1982	472830	10/10/2002
GOODS : QUATERNARY AMMONIUM COMPOSITIONS AS SURFACTANTS AND EMULSIFIERS FOR COMMERCIAL					
Egypt	Registered	10/30/1982	10/30/1982	472830	10/30/2002
GOODS : QUATERNARY AMMONIUM COMPOSITIONS AS SURFACTANTS AND EMULSIFIERS FOR COMMERCIAL					
France	Registered	10/30/1982	10/30/1982	472830	10/30/2002
GOODS : QUATERNARY AMMONIUM COMPOSITIONS AS SURFACTANTS AND EMULSIFIERS FOR COMMERCIAL					
Germany	Registered	10/30/1982	10/30/1982	472830	10/30/2002
GOODS : QUATERNARY AMMONIUM COMPOSITIONS AS SURFACTANTS AND EMULSIFIERS FOR COMMERCIAL					
Greece	Registered	11/16/1990	11/16/1990	81351223	07/19/2005
GOODS : chemical products included in Class 1 for use in industry					
Hong Kong	Registered	10/30/1982	10/30/1982	472830	10/30/2002
GOODS : QUATERNARY AMMONIUM COMPOSITIONS AS SURFACTANTS AND EMULSIFIERS FOR COMMERCIAL					
India	Registered	10/30/1982	10/30/1982	472830	10/30/2002
GOODS : QUATERNARY AMMONIUM COMPOSITIONS AS SURFACTANTS AND EMULSIFIERS FOR COMMERCIAL					
Italy	Registered	08/30/1991	08/30/1991	2331675	08/30/2001
GOODS : chemicals (exclusive of those belonging to any other class), medical accessories					
Japan	Registered	10/30/1982	10/30/1982	472830	10/30/2002
GOODS : QUATERNARY AMMONIUM COMPOSITIONS AS SURFACTANTS AND EMULSIFIERS FOR COMMERCIAL					
Korea	Registered	10/30/1982	10/30/1982	472830	10/30/2002
GOODS : QUATERNARY AMMONIUM COMPOSITIONS AS SURFACTANTS AND EMULSIFIERS FOR COMMERCIAL					
Luxembourg	Registered	10/30/1982	10/30/1982	472830	10/30/2002
GOODS : QUATERNARY AMMONIUM COMPOSITIONS AS SURFACTANTS AND EMULSIFIERS FOR COMMERCIAL					
Malaysia	Registered	10/30/1982	10/30/1982	472830	10/30/2002
GOODS : QUATERNARY AMMONIUM COMPOSITIONS AS SURFACTANTS AND EMULSIFIERS FOR COMMERCIAL					
Netherlands	Registered	10/30/1982	10/30/1982	472830	10/30/2002
GOODS : QUATERNARY AMMONIUM COMPOSITIONS AS SURFACTANTS AND EMULSIFIERS FOR COMMERCIAL					
Norway	Registered	10/30/1982	10/30/1982	472830	10/30/2002
GOODS : QUATERNARY AMMONIUM COMPOSITIONS AS SURFACTANTS AND EMULSIFIERS FOR COMMERCIAL					
Philippines	Registered	10/30/1982	10/30/1982	472830	10/30/2002
GOODS : QUATERNARY AMMONIUM COMPOSITIONS AS SURFACTANTS AND EMULSIFIERS FOR COMMERCIAL					
Portugal	Registered	10/30/1982	10/30/1982	472830	10/30/2002
GOODS : QUATERNARY AMMONIUM COMPOSITIONS AS SURFACTANTS AND EMULSIFIERS FOR COMMERCIAL					
Spain	Registered	10/30/1982	10/30/1982	472830	10/30/2002
GOODS : QUATERNARY AMMONIUM COMPOSITIONS AS SURFACTANTS AND EMULSIFIERS FOR COMMERCIAL					

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TRADEMARK: VARONIC
Client/Division:OLE

Country	Status	Original Reg. Date	Current Reg. Date	Registration Number	Renewal Date
Japan	Registered	10/31/1994	10/31/1994	3007450	10/31/2004
South Korea	Inactive				
China	Registered	06/01/1993	06/01/1993	599373	06/01/2003
United States	Registered	08/24/1965	08/24/1965	794535	08/24/2005

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05/15/1999 15 56

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TRADEMARK: VARSOLF
Client/Division:OLE

Country	Status	Original Reg. Date	Current Reg. Date	Registration Number	Renewal Date
Japan	Registered	03/29/1996	03/29/1996	3130863	03/29/2005
Japan	GOODS : SURFACE ACTIVE AGENTS				
South Korea	Registered	06/08/1993	06/08/1993	265420	06/08/2003
South Korea	GOODS : SURFACE ACTIVE AGENTS FOR USE IN MANUFACTURING PERSONAL CARE AND SPECIALTY				
Taiwan	Inactive	04/16/1993	04/16/1993	593242	04/16/2003
Taiwan	GOODS : SURFACE ACTIVE AGENTS FOR USE IN MANUFACTURING PERSONAL CARE AND SPECIALTY				
United States	Registered	01/17/1999	01/17/1999	1520389	01/17/2009
United States	GOODS : SURFACE ACTIVE AGENTS FOR USE IN MANUFACTURING PERSONAL-CARE AND SPECIALTY				

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Schedule 2.2(b)(xiv)

Trademarks Used in the Business But Not to be Sold

ADSEE	ARMUL
CONDANOL	DESOMEEN
DESONIC	EMCOL
EMPHOS	EMULPON
HYSTERINE	INDUSTRENE
KEMAMIDE	KEMAMINE
KEMESTER	KEMESTRENE
LORADERM	LAURAMINE
LORAQUAT	LAUROPAL
NEUSTRENE	LORAMINE
PETRO	LUBRACAL
SPONTO	PETROSOLVE
SUPRALATE	SULFRAMIN
WITCAMIDE	SURFATROPE
WITCODET	WITCAMINE
WITCONATE	WITCOLATE
WITFLOW	WITCONOL
WITCO	

RECORDED: 08/24/2004

TRADEMARK
REEL: 002929 FRAME: 0892