

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Certain Trademark Security Interests		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch		06/24/2005	AG: GERMANY
RECEIVING PARTY DATA			
Name:	Uniroyal Chemical Company, Inc.		
Street Address:	World Headquarters		
City:	Middlebury		
State/Country:	CONNECTICUT		
Postal Code:	06749		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78465808	SONNEBORN	
CORRESPONDENCE DATA			
Fax Number:	(312)706-9153		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3127018601		
Email:	zbeal@mayerbrownrowe.com		
Correspondent Name:	Deborah Schavey Ruff		
Address Line 1:	P.O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 606902828		
NAME OF SUBMITTER:	Deborah Schavey Ruff		
Signature:	/deborahschaveyruff/		
Date:	07/26/2005		

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Total Attachments: 5

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RELEASE OF CERTAIN TRADEMARK SECURITY INTERESTS

This Release granted on this 24th day of June, 2005, by DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent ("Collateral Agent"), to Uniroyal Chemical Company, Inc., a Delaware corporation ("Grantor"), as follows:

W I T N E S S E T H

WHEREAS, Grantor, pursuant to the terms and conditions of (i) that certain Security Agreement among Collateral Agent, Grantor and the other entities from time to time party thereto dated August 16, 2004 (the "Security Agreement") and (ii) that certain Grant of Security Interest in United States Trademarks by Grantor in favor of Collateral Agent dated August 16, 2004 (the "Grant of Security Interest"), has heretofore granted to Collateral Agent a security interest in (w) the U.S. trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), (x) all Proceeds (as defined in the Security Agreement) and products of the Marks (the "Proceeds"), (y) the goodwill of the businesses symbolized by the Marks (the "Goodwill") and (z) all causes of action arising prior to or after the date of the Grant of Security Interest for infringement of the Marks or unfair competition regarding the same (the "Causes of Action") to secure Grantor's Obligations (as defined in the Security Agreement); and

WHEREAS, Collateral Agent wishes to release and restore all right, title and interest in and to the Marks, the Proceeds, the Goodwill and the Causes of Action to Grantor and to dissolve any and all Liens (as defined in that certain Credit Agreement among Collateral Agent, Grantor and the lenders from time to time party thereto dated as of August 16, 2004 (the "Credit Agreement")) and encumbrances respecting the Marks, the Proceeds, the Goodwill and the Causes of Action.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Collateral Agent hereby, without recourse and without representation or warranty, releases, discharges, quit claims and relinquishes unto Grantor any and all right, title and interest in and to the Marks, the Proceeds, the Goodwill and the Causes of Action, granted to Collateral Agent by Grantor by the Security Documents (as defined in the Credit Agreement),

including the Grant of Security Interest, previously recorded with the United States Patent and Trademark Office.

Collateral Agent hereby authorizes Grantor to file this instrument with the United States Patent and Trademark Office and Collateral Agent will promptly execute and deliver all other appropriate documents reasonably deemed necessary by the Grantor to release and terminate the Collateral Agent's liens, security interests and encumbrances granted to Collateral Agent by Grantor pursuant to the Security Documents (as defined in the Credit Agreement), with respect to the Marks, the Proceeds, the Goodwill and the Causes of Action, all such actions taken by Collateral Agent to be at the sole cost and expense of Grantor.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer,
has caused this instrument to be executed under seal on the date first written above.

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By Carin M. Keegan
Name: Carin M. Keegan
Title: Vice President

By Evelyn S. Lazak
Name: Evelyn S. Lazak
Title: Vice President

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 24th day of June, 2005, before me personally appeared Carin Keegan and Evelyn Lazala, to me known who, being by me duly sworn, did depose and say that they are Vice President and Vice President of Deutsche Bank AG New York Branch described herein and which executed the foregoing instrument and that they signed their names thereto pursuant to the authority granted by Deutsche Bank AG New York Branch.



Notary Public

May Karen Yip Daniels
Notary Public, State of New York
No. 01YI6111759
Qualified in New York County
Commission Expires June 20, 2008

Schedule A

	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	SONNEBORN	78465808	8/11/2004	None	None