

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
E.I. du Pont de Nemours and Company		12/16/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	W. R. Grace & Co.-Conn.		
<b>Street Address:</b>	7500 Grace Drive		
<b>Internal Address:</b>	Patent Department		
<b>City:</b>	Columbia		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21044		
<b>Entity Type:</b>	CORPORATION: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0503253	LUDOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(410)531-4195		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	410-531-4531		
<b>Email:</b>	kimberly.sauter@grace.com		
<b>Correspondent Name:</b>	W. R. Grace & Co.-Conn.		
<b>Address Line 1:</b>	7500 Grace Drive		
<b>Address Line 2:</b>	Patent Department		
<b>Address Line 4:</b>	Columbia, MARYLAND 21044		
<b>ATTORNEY DOCKET NUMBER:</b>	#4630/US		
<b>NAME OF SUBMITTER:</b>	William D. Bunch		
<b>Signature:</b>	/William D. Bunch/		

CH \$40.00 0503253

Date:

08/30/2006

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made as of the 16th day of December, 2005 ("Effective Date"), by and between, **E.I. du Pont de Nemours and Company**, a U.S. company incorporated under the laws of the State of Delaware, whose registered office is at 1007 Market Street, Wilmington, Delaware, 19898, U.S.A. ("Assignor"), and **W. R. Grace & Co.-Conn.**, a company organized under the Laws of the State of Connecticut whose registered office is at 7500 Grace Drive, Columbia, MD, 21044-4098 ("Assignee").

WHEREAS Assignor is the owner of the Trademarks recited at Exhibit A attached hereto, and referred to hereinafter as Scheduled Trademarks;

WHEREAS, Assignee desires to acquire from Assignor ownership of the Scheduled Trademarks pursuant to purchase of the business applicable thereto;

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

### ARTICLE 1. TRADEMARK ASSIGNMENT

(a) Assignor hereby assigns with full title guarantee to the Assignee absolutely free from all encumbrances and third party rights, the sufficiency and receipt of which is acknowledged by the parties, and Assignee hereby accepts from Assignor, Assignor's full title, guarantee and interest in and to the Scheduled Trademarks; together with all rights and powers arising or accrued therefrom including, without limitation, the full and exclusive benefit of the Trademarks, including all statutory and common law rights, the right to bring all legal actions related to the Scheduled Trademarks, registrations and applications, including actions for any infringement, no matter whether the infringement occurred before or after the assignment, and the right to recover damages for such infringement. Assignment of the Scheduled Trademarks includes the goodwill attached to and/or symbolized by the Scheduled Trademarks.

(b) Assignor hereby agrees with Assignee that Assignor will not execute any Trademark writing or do any act whatsoever conflicting with these presents, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts, Assignee may deem reasonably necessary or desirable to perfect Assignee's enjoyment of this assignment, including those needed to complete formalities for perfecting the assignment and recording of the Scheduled Trademarks, and render all necessary assistance in transferring ownership of said Scheduled Trademarks to Assignee in any and all foreign countries on a timely manner to formalize recordation in the name of Assignee. Assignor will reasonably cooperate in executing appropriate documents provided by Assignee to complete formalities for perfecting the assignment and recording of the Scheduled Trademarks. Said documents may include, but may not be limited to: powers of attorney, letters of instruction to the agents to inform them of this assignment and acknowledgments thereof from the agents, as well as providing to Assignee a list of the agents used by country and status of the current Scheduled Trademarks (docket report). All costs associated with preparing and recording assignments, including all legalization and

notarization costs, shall be borne by Assignee, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignor and Assignee without incurring any tax exposure to Assignor due to transfer of business intangibles herein on the execution date.

**ARTICLE 2. FILE TRANSFER**

Within twenty (20) business days of the Effective Date Assignor will transfer physical possession of the files relating to the Scheduled Trademarks to Assignee at the location requested by Assignee and at the expense of Assignee. Upon such physical transfer and confirmation of receipt by Assignee, Assignor and its affiliates shall no longer be responsible for further actions or payment of fees in respect thereof. Prior to the physical transfer of the files, Assignor and its affiliates will, to the extent feasible, provide information relating to the Scheduled Trademarks in the manner requested by Assignee for the purposes of docketing maintenance fees, annuities, office actions, etc.

**ARTICLE 3. USE OF TRANSFERRED TRADEMARKS**

As of the Effective Date of this Agreement and while all assignments are being completed for the Scheduled Trademarks, the parties agree that Assignor and its affiliates will stop using the transferred Scheduled Trademarks unless licensed by Assignee back for use on its behalf and Assignor and its affiliates shall not file new trademark applications for the Scheduled Trademarks in any other country not part of this Trademark Assignment Agreement or variations thereof for sodium silicate and colloidal materials, and materials used in the Subject Business, since the right and title of the Scheduled Trademarks upon such date will be owned by Assignee.

**ARTICLE 4. ENTIRE AGREEMENT.**

This Agreement, together with Assignment of Intellectual Property Rights Agreement, and the associated Letter Agreement both dated on the same date and between the same parties hereof, constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and no modification or amendment hereof shall be valid or binding upon the parties hereto unless made in writing and duly executed on behalf of each the parties hereto.

**ARTICLE 5. APPLICABLE LAW.**

This Agreement will be governed by and construed in accordance with Delaware State law. The courts of Wilmington, Delaware will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement and the parties agree to submit to that jurisdiction.

**ARTICLE 6. INVALIDITY.**

(a) If any provision or provisions of this Agreement shall to any extent be invalid or unenforceable, the remainder shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The invalidity or unenforceability of a provision of this Agreement shall not cause the invalidity of the whole Agreement. The parties will replace any

provision found invalid or unenforceable by alternative valid regulations which should be as similar as possible in its conditions.

(b) Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall constitute a waiver, limitation or amendment of any right or obligation of either party contained in this Agreement.

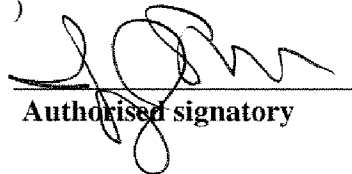
**ARTICLE 7. BINDING EFFECT.**

This Agreement shall also be binding on any affiliate, subsidiary or successors of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

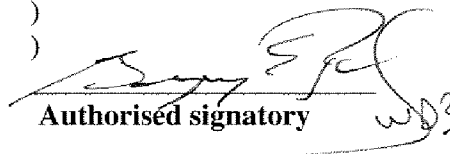
This document is executed as a deed and delivered on December 16, 2005.

SIGNED AS A DEED on behalf of )  
[E.I. du Pont de Nemours and Company )  
a company incorporated in the United States )  
of America, State of Delaware, in )  
accordance with the laws of that territory, )  
represented in this act by JOSEPH S BAUM )  
acting under the authority of )  
the company: )

  
Authorized signatory

Date: 19 Dec 2005.....

SIGNED AS A DEED on behalf of )  
W. R. Grace & Co.-Conn., )  
a company incorporated in the United States )  
of America, State of Connecticut, in )  
accordance with the laws of that territory, )  
represented in this act by \_\_\_\_\_ )  
acting under the authority of )  
the company: )

  
Authorized signatory wrs

Date: 12/16/05.....

Exhibit A

MARK	COUNTRY	APPLIC. NO.	APPLIC. DATE	REG. NUMBER	REG. DATE	STATUS	RENEWAL DATE	CLASS(es)
LUDOX	Australia	105975	04/26/51	A105975	04/26/51	Registered	04/26/07	1
LUDOX	Austria	AM2525/65	11/16/65	56894	03/24/66	Registered	03/31/06	6
LUDOX	Benelux	14912	10/18/71	68917	10/18/71	Registered	10/18/11	1, 5
LUDOX	Bolivia	3222	12/23/93	59251C	09/27/95	Registered	09/27/05	1
LUDOX	Brazil		10/27/49	132132	02/16/51	Registered	02/16/11	1
LUDOX	Canada	211415	05/18/51	39799	05/18/51	Registered	05/18/11	N
LUDOX	Chile	260843	12/03/93	474148	12/13/96	Registered	12/13/06	1
LUDOX	China	278678	02/20/87	278678	02/20/87	Registered	02/20/07	26
LUDOX	Colombia	423426	12/20/93	161435	05/30/94	Registered	05/30/14	2
LUDOX	Colombia	37318	09/15/51	28925	09/15/51	Registered	09/15/11	1
LUDOX	Colombia	423441	12/20/93	161507	05/30/94	Registered	05/30/14	1
LUDOX	Ecuador	43433	12/02/93	451494	12/30/94	Registered	12/30/14	1
LUDOX	Finland	3832/65	10/05/65	48826	10/05/66	Registered	10/05/06	1
LUDOX	France	213592	05/10/51	58835	05/10/51	Registered	05/29/10	1
LUDOX	Germany	D1781/6WZ	04/27/51	672056	02/25/55	Registered	04/30/11	1
LUDOX	Italy	8334/65	11/17/65	207126	11/17/65	Registered	11/17/05	1
LUDOX*	Italy	5102 95RM	11/06/95	720627	07/25/97	Registered	11/17/05	1
LUDOX*	Italy	3575785	11/04/85	466017	02/18/87	Registered	02/18/07	1
LUDOX	Japan	104825/94	10/18/94	3232029	12/25/96	Registered	12/25/06	1
LUDOX	Japan	724390/92	05/04/51	420609	01/30/53	Registered	01/30/13	1
LUDOX	Korea	1280/1987	01/23/87	155558	06/09/88	Registered	06/09/08	1
LUDOX	Mexico		03/13/03	592166	10/05/04	Registered	03/13/13	1
LUDOX	New Zealand	50412	04/26/51	50412	04/26/51	Registered	04/26/14	1
LUDOX	Norway	87353	11/13/65	68891	04/29/66	Registered	04/29/06	1
LUDOX	Papua New Guinea	A2052R	09/15/75	A2052R	09/15/75	Registered	09/15/15	1
LUDOX	Paraguay	20522	12/01/93	172271	10/24/94	Registered	10/24/14	1

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LUDOX	Sweden	4853/65	11/16/65	119380	04/14/67	Registered	04/14/07	1
LUDOX	Switzerland	3347/1991/1	05/17/51	138299	05/17/51	Registered	05/17/11	1
LUDOX*	Switzerland		05/17/91	390328		Registered	05/17/11	1
LUDOX	United Kingdom	887005	11/16/65	887005	11/16/65	Registered	11/16/10	1
LUDOX	United States	71/543577	12/06/47	503253	10/19/48	Registered	10/19/08	1
LUDOX	Venezuela	95222	01/11/95	P188903	04/26/96	Registered	04/26/06	1
LUDOX	Venezuela	95225	01/11/95			Pending		5
LUDOX	Venezuela	95223	01/11/95	P188904	04/26/96	Registered	04/26/06	2
LUDOX	Venezuela	95224	01/11/95	P188905	04/26/96	Registered	04/26/06	3
LUDOX	Vietnam	12041	03/20/93	10106	12/14/93	Registered	03/20/13	1