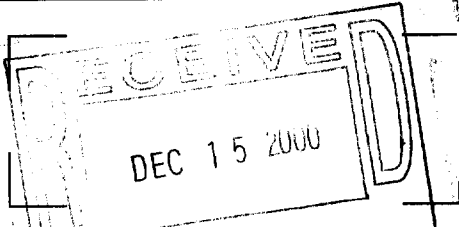


*MW  
12-15-00*



12-28-2000



101564951

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

**Conveyance Type**

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  
Effective Date  
Month Day Year
- Change of Name
- Other

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

**Receiving**

Mark if additional names of receiving parties

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

12/28/2000 JJALLAH2 00000057 75615242

**FOR OFFICE USE ONLY**

01 FC:481 40.00 00

02 FC:482 1025.00 00

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
 Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20221

**REEL: 002202 FRAME: 0666**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

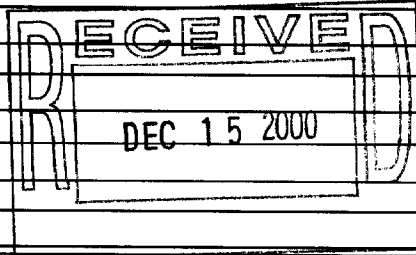
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/615,242"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="941,226"/>	<input type="text" value="1,172,275"/>	<input type="text" value="1,176,214"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,853,414"/>	<input type="text" value="420,024"/>	<input type="text" value="425,286"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="380,658"/>	<input type="text" value="1,048,537"/>	<input type="text" value="416,921"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Joseph G. Curatolo

Name of Person Signing

Signature

12-13-2000

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name



Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)




City

State/Country

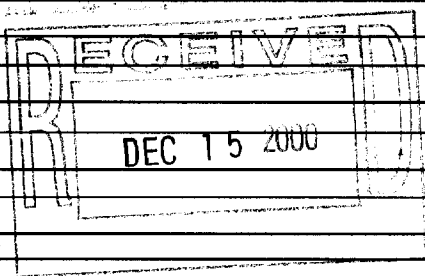
Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization



If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

421,015	283,153	1,433,910
1,169,760	1,196,787	762,948
872,852	1,472,295	766,187
796,426	810,933	771,705
1,963,267	1,459,234	940,816
1,626,495	1,042,310	1,626,496
941,225	943,534	962,463

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

940,815	1,301,097	940,814
941,228	935,567	1,529,151
1,529,150	1,528,257	1,256,905
1,995,149	941,227	
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**ASSIGNMENT**

THIS ASSIGNMENT, effective as of March 31, 1999, from Assignor, Integrated Chemical Products Acquisition Statutory Trust, a Connecticut Statutory Trust, formerly doing business as Thoro System Products, Inc., to Assignee, SKW Americas, Inc., a corporation duly organized and doing business under the laws of the state of Delaware, having a principal place of business at 23700 Chagrin Boulevard, Cleveland, Ohio 44122;

WHEREAS, Thoro System Products, Inc., a corporation formerly organized and doing business under the laws of the state of Delaware, with its principal place of business at 10245 Centurion Parkway North, Jacksonville, Florida 32256-0565, owned the marks listed on Schedule A attached hereto;

WHEREAS, ICP Acquisition, Inc., which was formed on January 19, 1999, as shown in Exhibit 1, was wholly owned by Integrated Chemical Products Acquisition Statutory Trust; and

WHEREAS, ICP Acquisition, Inc. merged with and into HSC Holdings, Inc. on March 29, 1999, as shown in Exhibit 2; and

WHEREAS, Thoro System Products, Inc. merged with and into Harris Specialty Chemicals, Inc. on March 30, 1999, as shown in Exhibit 3; and

WHEREAS, Harris Specialty Chemicals, Inc. merged with and into HSC Holdings, Inc. on March 30, 1999, as shown in Exhibit 4; and

WHEREAS, HSC Holdings, Inc. was dissolved on March 30, 1999, as shown in Exhibit 5, whereby the assets of HSC Holdings, Inc. became wholly owned by Integrated Chemical Products Acquisition Statutory Trust; and

WHEREAS, SKW Americas, Inc., on March 31, 1999, purchased all of the assets of Integrated Chemical Products Acquisition Statutory Trust on behalf of itself and its affiliates;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Integrated Chemical Products Acquisition Statutory Trust hereby sells, assigns and transfers to SKW Americas, Inc. all right, title and interest in and to the marks listed on Schedule A attached hereto and all applications and registrations in the United States and in all countries foreign to the United States for the marks listed on Schedule A attached hereto, together with the goodwill of the business in connection with which the marks listed on Schedule A are used and which are symbolized by the marks listed on Schedule A, along with the right to recover for damages and profits for past infringements thereof.

INTEGRATED CHEMICAL PRODUCTS  
ACQUISITION STATUTORY TRUST

By: *Peter A Vinocur*

Name: Peter A. Vinocur

Title: Representative and Attorney-In-Fact

SCHEDULE A

United States

Trademark	Application No.	Filing Date	Registration No.	Reg. Date
ACRYL 60			941,226	8/22/72
COLORSEAL-CONCRETE			1,117,953	5/8/79
D-J			1,172,275	10/6/81
DRY JOINT			1,176,214	11/3/81
ENVIROPEL			1,742,056	12/22/92
ENVIROSEAL			1,853,414	9/13/94
FILMIX			420,024	3/19/46
FLOOR CRAFTERS			425,286	11/12/46
FORANAFT & Design			380,658	8/17/40
HYDROZO & Design			1,048,537	9/21/76
KOMUL			416,921	10/2/45
KOMUL			421,015	5/14/46
LEVELITE			283,153	5/19/31
LUMISHIELD			1,768,351	5/4/93
MANHOLE LEVELER			1,433,910	3/24/89
MANHOLE LEVELER			1,169,760	9/15/81
NEWS LEAKS & Design			1,196,787	6/1/82
NOVALITE			762,948	1/14/64
PENN CRETE			872,852	7/15/69
PENN CRETE SCRATCH AND BROWN			1,472,295	1/12/88
PROMDEK			766,187	3/10/64
SELBAFLOR			796,426	9/21/65
SELBALITH			810,933	7/12/66
SELBY BATTERSBY & CO & Design			771,705	6/23/64
SELBY SINCE 1925 & Design			1,963,267	3/19/96
SILOSEAL			1,116,039	4/3/79
STRUCTURITE			1,459,234	9/29/87
THORITE			940,816	8/15/72
THORO			1,626,495	12/11/90
THORO			1,042,310	6/29/76
THORO & Design			1,626,496	12/11/90
THOROBOND			941,225	8/22/72
THOROC	75/540,634	8/21/98		
THOROCLEAR			943,534	9/26/72
THOROCOAT			962,463	7/3/73
THOROFLEX			1,102,143	9/12/78
THOROGLAZE			940,815	8/15/72
THOROLASTIC			1,301,097	10/23/84
THOROPATCH			940,814	8/15/72
THOROROOF	75/615,242	1/4/99		
THOROSEAL			941,228	8/22/72
THOROSEAL BEDCOTE			1,100,764	8/29/78
THOROSHEEN			935,567	6/13/72
THOROSHIELD			1,529,151	3/14/89
THOROSILANE			1,529,150	3/14/89
THOROSPAN			1,095,976	7/11/78
THOROTOP			1,528,257	3/7/89
THOROWALL			1,256,905	11/8/83
TROWEL-N-LEVEL			1,995,149	8/20/96
WATERPLUG			941,227	8/22/72

State of Delaware  
Office of the Secretary of State

COPY

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "ICP ACQUISITION, INC." AS RECEIVED AND FILED IN THIS OFFICE

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE NINETEENTH DAY OF JANUARY, A.D. 1999, AT 6 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-NINTH DAY OF MARCH, A.D. 1999, AT 3:45 O'CLOCK P.M.



Handwritten signature of Edward J. Freel in cursive script.

Edward J. Freel, Secretary of State

2994588 8100H

001187427

AUTHENTICATION: 0377621

DATE: 04-12-00

TRADEMARK  
REEL: 002202 FRAME: 0673



COPY

**CERTIFICATE OF INCORPORATION**

**OF**

**ICP ACQUISITION, INC.**

**ARTICLE I**

Name

The name of the corporation is ICP Acquisition, Inc. (the "Corporation").

**ARTICLE II**

Registered Office and Registered Agent

The street address of the initial registered office of the Corporation in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

**ARTICLE III**

Corporate Purpose

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "General Corporation Law").

# COPY

2

## ARTICLE IV

### Capital Stock

The aggregate number of shares of all classes of stock that the Corporation shall have authority to issue is 1,000, all of which shall be shares of Common Stock, no par value per share.

## ARTICLE V

### Directors

(1) The number of directors constituting the initial board of directors of the Corporation is one, and the name and address of the person who is to serve as director until the first annual meeting of shareholders or until his successors are elected and shall qualify are as follows:

<u>Name</u>	<u>Address</u>
Douglas Wolf	ICA 220 Jackson Street, Suite 2000 San Francisco, CA 94111

(2) Elections of directors of the Corporation need not be by written ballot.

(3) To the fullest extent permitted by the General Corporation Law as it now exists and as it may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

## ARTICLE VI

### Indemnification of Directors, Officers and Others

(1) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as

# COPY

3

a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(2) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(3) To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections (1) and (2) of this Article VI, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(4) Any indemnification under Sections (1) and (2) of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in such Sections (1) and (2). Such determination shall be made (a) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (b)

# COPY

4

if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (c) by the stockholders.

(5) Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VI. Such expenses (including attorneys' fees) incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors of the Corporation deems appropriate.

(6) The indemnification and advancement of expenses provided by, or granted pursuant to, the other sections of this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any law, by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

(7) The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of Section 145 of the General Corporation Law.

(8) For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(9) For purposes of this Article VI, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of

# COPY

5

the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves service by, such director, officer, employee or agent with respect to any employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VI.

(10) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

## ARTICLE VII

### By-Laws

The directors of the Corporation shall have the power to adopt, amend or repeal by-laws.

## ARTICLE VIII

### Reorganization

Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be

# COPY

6

binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

## ARTICLE IX

### Amendment

The Corporation reserves the right to amend, alter, change or repeal any provision of this Certificate of Incorporation, in the manner now or hereafter prescribed by law, and all rights conferred on stockholders in this Certificate of Incorporation are subject to this reservation.

## ARTICLE X

### Incorporator

The name and mailing address of the sole incorporator is as follows:

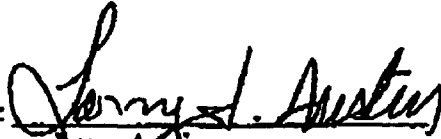
<u>Name</u>	<u>Mailing Address</u>
Elizabeth F. Simpson	Shearman & Sterling 1550 El Camino Real, Suite 100 Menlo Park, CA 94025

I, THE UNDERSIGNED, being the sole incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate of Incorporation, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 19<sup>th</sup> day of January, 1999.

  
By: Elizabeth F. Simpson  
Title: Incorporator

# COPY

IN WITNESS WHEREOF, said HSC Holdings, Inc., a Delaware corporation, has caused this Certificate to be signed by its President, this 30<sup>th</sup> of March, 1999.

By:   
Name: Larry Austin  
Title: President