

2-21-03 RECORD TRI

02-25-2003



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To the Honorable Commissioner of Patents and Trademarks: Please return to _____

Documents or copy thereof.

1. Name of conveying party(ies):

The Goodyear Tire & Rubber Company

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: December 21, 2001

2. Name and address of receiving party(ies)

Name: Eliokem, Inc.

Internal Address: 1452 East Archwood Avenue

Street Address: 1452 East Archwood Avenue

City: Akron State: OH Zip: 44306-3296

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 300926

Additional number(s) attached Yes No

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

Name: Dianne M. Smith-Misemer

Internal Address: 1000 Walnut St., Ste. 1400

Kansas City, MO 64106-2140

Street Address: 1000 Walnut St., Ste. 1400

City: Kansas City State: MO Zip: 64106-2140

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:

500354

DO NOT USE THIS SPACE

9. Signature.

Dianne M. Smith-Misemer Name of Person Signing

[Signature] Signature

2-14-03 Date

Total number of pages including cover sheet, attachments, and document: 8

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

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TRADEMARK REEL: 002676 FRAME: 0629

TRADEMARK TRANSFER AGREEMENT

THIS AGREEMENT is made and entered into as of the 21 day of December 2001, by and between The Goodyear Tire & Rubber Company, an Ohio Corporation, (hereinafter "GOODYEAR") and Eliokem, Inc., a Delaware corporation (hereinafter "BUYER").

WITNESSETH:

WHEREAS, GOODYEAR is the owner of certain trademark rights in the United States and foreign countries; and

WHEREAS, BUYER desires to acquire said trademark rights relating to Purchased Products from GOODYEAR;

NOW THEREFORE, in consideration of the premises and the mutual agreements, covenants and provisions hereinafter set forth, GOODYEAR and BUYER agree as follows:

ARTICLE I

SECTION 1.1 Definitions

As used in this Agreement, and unless the context requires a different meaning, the following terms have the meanings indicated (the meanings to be, when appropriate, equally applicable to both singular and plural forms of the terms defined):

"Affiliate" means, as to any specified party, any other Person, which directly or indirectly controls, is controlled by or is under common control with, such specified party. For purposes of this definition, "control" means the possession of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Closing" shall be the date of Closing of the Asset Purchase and Sale Agreement between the parties.

"Effective Date" means the date this Agreement shall become effective when executed by both parties, which is the date first written above.

"Person" means an individual or a corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, governmental body or other legal entity of any kind.

"Purchased Products" are the products identified in Schedule A.

"Trademark Rights" means the trademarks and the applications and registrations therefor listed in Schedule B to this Agreement.

ARTICLE II
TRADEMARK RIGHTS

SECTION 2.1 - Assignment of Trademark Rights

GOODYEAR hereby sells, assigns and conveys to BUYER all of GOODYEAR's right, title and interest in the Trademark Rights together with the goodwill of the business in the goods covered by the registrations thereof and the applications therefor, including all rights of action, powers and benefits belonging or accrued arising therefrom and the right to take proceedings to recover damages and claim all other relief in respect of any act of infringement thereof or any acts actionable at common law whether such acts shall have been committed before or after the Effective Date.

SECTION 2.2 - Execution and Delivery of Assignment Documents

GOODYEAR shall execute and deliver to BUYER in addition to the General Assignment of Trademark Rights being executed contemporaneously herewith any other assignment documents or other instruments or documents prepared by BUYER or BUYER's designee necessary or desirable to effectuate the sale, assignment and conveyances made pursuant to Section 2.1 hereof. Delivery of any additional executed assignment documents prepared by BUYER or BUYER's designee shall be made by GOODYEAR as soon as practicable after receipt by GOODYEAR of said documents from BUYER allowing thirty (30) days for signature by GOODYEAR and additional time necessary for legalization in the State of Ohio (apostille, Clerk of Courts, and Secretary of State).

SECTION 2.3 - Recording of Trademark Assignments

BUYER or its designee shall be responsible for and pay all costs associated with recording assignments of the Trademark Rights. GOODYEAR agrees to cooperate with BUYER in the recording of any such assignments of Trademark Rights by executing required documents which shall be prepared by BUYER.

SECTION 2.4 - Transfer of Trademark Files and Certificates of Registration

As soon as practicable after the Effective Date, GOODYEAR shall notify the national trademark agents currently authorized to handle the trademark rights of their assignment to BUYER. GOODYEAR shall promptly advise BUYER of the names and addresses of such agents and provide Buyer with copies of such correspondence. The certificates of registration of the registered trademarks and any trademark applications pending at the time shall be delivered to BUYER or BUYER's designee on the Closing Date.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

SECTION 4.1 - Representations & Warranties Regarding Trademark Rights

GOODYEAR represents and warrants to BUYER that as of the Effective Date of this Agreement:

- (a) Schedule B to this Agreement accurately and correctly lists all of the trademarks, trade names, service marks and applications and registrations therefor owned by GOODYEAR or by any Affiliate of GOODYEAR and used in association with Purchased Products (other than the word "GOODYEAR", the winged foot design, or both; the blimp design, with or without GOODYEAR or GOODYEAR (& winged foot design) depicted therein, all rights to these GOODYEAR corporate identifications are retained by GOODYEAR).
- (b) GOODYEAR owns all right, title and interest in and to the Trademark Rights free of and clear of any liens or encumbrances or licenses (except for Registered User Agreements and/or licenses between GOODYEAR and Affiliates of GOODYEAR in those countries where required, which will be canceled and/or the Trademark Rights deleted therefrom by GOODYEAR as soon as practicable after the Effective Date), and has the right to make the assignments of the Trademark Rights made herein.
- (c) All trademark registrations listed on Schedules B are currently in effect and have not expired, been abandoned or been cancelled due to non-payment of fees or other inaction of a ministerial nature on the part of GOODYEAR. All trademark applications identified in Schedule B are currently pending and have not been abandoned due to the non-payment of a fee or other inaction of a ministerial nature on the part of GOODYEAR. GOODYEAR has not taken any action (or failed to take any action), conducted its business or used or enforced any of the Trademark Rights, in each case in a manner, other than nonuse, that would result in the abandonment, cancellation, forfeiture, relinquishment, or unenforceability of any of the Trademark Rights and GOODYEAR has taken all reasonable steps to protect its rights in and to each of the Trademark Rights and to prevent the unauthorized use thereof by any other Person.
- (d) GOODYEAR has no knowledge of any fact to the effect that, and has not received any notice to the effect that, GOODYEAR does not have complete and exclusive ownership of the Trademark Rights or is in violation or infringement of any intellectual property (including trademarks) of any other Person. GOODYEAR has no reason to suspect that BUYER will violate or infringe any intellectual property (including trademarks) of any other Person by the use of the Trademark Rights.

- (e) GOODYEAR has no knowledge of, and GOODYEAR is not on notice of, the violation or infringement by any Person of the rights of GOODYEAR in and to the Trademark Rights. GOODYEAR has received no written notice or claim asserting the invalidity, misuse or unenforceability of any of the Trademark Rights.

ARTICLE V
GENERAL PROVISIONS

SECTION 5.1 - Entire Agreement

This Agreement constitutes the entire agreement between GOODYEAR and BUYER with respect to the subject matter hereof and merges all prior discussion and agreements between them. The Agreement may not be modified or amended unless made in writing and signed by both parties hereto.

SECTION 5.2 - Successors

This Agreement shall inure to the benefit and be binding upon BUYER and GOODYEAR and their respective successors and assigns.

SECTION 5.3 - Notices

All notices, demands, requests and other communications hereunder shall be deemed sufficiently and properly given if in writing and delivered in person to the following addresses or sent by facsimile or certified or registered mail or overnight courier, postage or delivery costs prepaid, to the following addresses:

- (a) If to GOODYEAR:

The Goodyear Tire & Rubber Company
1144 East Market Street
Akron, Ohio 44316-0001
Attention: Secretary
Fax: (330) 796-9018

- (b) If to BUYER:

Eliokem, Inc.
1452 East Archwood Avenue
Akron, Ohio 44306-3296
Attn: General Manager

with a copy to:

Morrison Cohen Singer & Weinstein LLP
750 Lexington Avenue
New York, New York 10022
Attn: Salomon R Sassoon, Esq
Fax: (212) 735-8708

SECTION 5.4 - Waiver

No waiver by either party of any term or provision contained in this Agreement shall be effective unless it is in writing and signed by the party against whom such waiver is sought to be enforced. Neither the failure nor any delay on the part of either party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof, or of any other right, power or remedy; nor shall any single or partial exercise of any right, power or remedy preclude any further or other exercise thereof, or the exercise of any other right, power or remedy.

SECTION 5.5 - Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without validating the remaining provision or affecting the validity or enforceability of such provisions in any other jurisdiction.

SECTION 5.6 - Headings

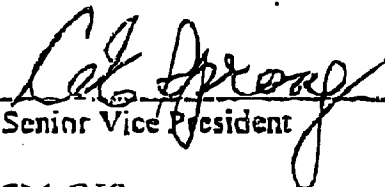
The Article, Section and Subsection headings used in this Agreement are for convenience of reference only and shall not form a part of, or affect the interpretation or construction of, this Agreement.

SECTION 5.7 - Governing Law


This Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Ohio disregarding its conflict of law rules.

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

THE GOODYEAR TIRE & RUBBER COMPANY

By 
Senior Vice President

ELIOKEM, INC.

By 
Name: _____
Title: _____