

Form PTO-1594
(rev 06/04)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Deutsche Bank AG, New York Branch
31 West 52nd Street
New York, NY 10019-6118

Individual(s) Association
 General Partnership Limited Partnership
 Corporation

Other **Banking Corporation**
Citizenship **Federal Republic of Germany**
Execution Date(s) **July 1, 2005**

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other **Release of Lien in Trademarks**

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: **Grompton Corporation**
Internal Address: **199 Benson Road**
Street Address: _____

City: **Middlebury**
State: **CT**
Country: **USA** Zip: **06749**

Association – Citizenship _____
 General Partnership – Citizenship _____
 Limited Partnership – Citizenship _____
 Corporation – Citizenship **Delaware**
 Other _____
Citizenship _____

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).

78257976 78457171 78250297
78297904

B. Trademark Registration No(s).

2212984	1457119	1188288
423715	418402	2614994
866033	984262	2706310
1447138	2843342	2825452
1870326	667385	2351805

Additional numbers attached? Yes No

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

Guy Perry, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-2633
Fax: (917) 777-2633
GPerry@skadden.com

6. Total number of applications and registrations involved: **113**

7. Total fee (37 CFR 1.21(h) and 3.41) **\$2280**

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 086580/2)

8. Payment Information

Deposit Account No. **19-2385**
Authorized user Name: **Philip H. Bartels**

9. Signature.


Signature

July 13, 2005

Date

Guy Perry

Name of Person Signing

Total number of pages including cover sheet, and documents:

CH \$2280.00 192385 78257976

CONTINUATION OF ITEM 4B. Trademark Registration Numbers

B. Trademark Reg. No(s).
627776
300910
600214
2482330
938406
2277726
2379205
411369
413686
1982511
848509
1213704
1225657
867351
1171233
1004475
1412040
651899
1374445
706829
297067
301870
1412039
2791181
1091665
1523808
1274012
2844843
642468
2478851
2376454
542368
1948647
2840271
422558
765304
765303
789866

1245697
726410
802510
2656077
661553
1996731
862587
862586
780503
1416426
1982519
2380460
2389163
939393
1419622
658413
2039733
660936
2680067
1392068
595051
348440
797754
1682674
423716
331928
711066
799414
1222255
1692437
1212045
852175
1502028
661554
1543129
851267
2313610
792482
1647206
315719

1031870
2596337
700482
856827
819700
810321
1278492
866032
2702620
843420
811939
951716
919631
1966472
1233160
2504723

RELEASE OF CERTAIN TRADEMARKS

This Release granted on this 1st day of July, 2005, by DEUTSCHE BANK AG, NEW YORK BRANCH, as Collateral Agent ("Agent"), to Crompton Corporation, a Delaware corporation ("Grantor"), as follows:

WITNESSETH

WHEREAS, the Grantor pursuant to the terms and conditions of that certain Security Agreement among Deutsche Bank AG, New York Branch, Crompton Corporation and certain of its subsidiaries from time to time party thereto dated August 16, 2004 (the "Security Agreement"), has heretofore granted to the Agent a security interest in certain U.S. trademarks, trademark registrations and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks") to secure the Obligations (as defined in the Security Agreement) between the Agent and the Grantor; and

WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Marks to the Grantor and to dissolve any and all Liens (as defined in the Security Agreement) and encumbrances respecting the Marks shown on the attached Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby releases, discharges, quit claims and relinquishes unto the Grantor any and all right, title and interest in and to the Marks, and more particularly, the security interest in the trademarks, mark registrations and mark applications as set forth on Schedule A hereto, granted to Agent by the Grantor by the Security Documents (as defined in that certain Credit Agreement among Deutsche Bank AG, New York Branch, Crompton Corporation and the Lenders from time to time party thereto dated as of August 16, 2004) previously recorded with the United States Patent and Trademark Office.

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 Keegan
Name: Carin Keegan
Title: Vice President

By Susan LeFevre
Name: **Susan LeFevre**
Title: **Director**

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this __ day of July, 2005, before me personally appeared Carin Keegan and Susan Lefevre
me known who, being by me duly sworn, did depose and say that they are Vice President and
Director 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.

Maureen E Thomas
Notary Public

MAUREEN E. THOMAS
Notary Public - State of New York
No. 01TH6098264
Qualified in Bronx County
Certified in New York County
My Commission Expires 9/08/2007

SCHEDULE A

	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
1.	A LIFETIME OF PROCESS SUPPORT	2,212,984	12/22/1998		
2.	AGROL	1,457,119	9/15/1987		
3.	BARIUM PETRONATE	1,188,288	2/2/1982		
4.	BENOL [STYLIZED]	423,715	9/10/1946		
5.	BLANDOL	418,402	12/18/1945		
6.	BRITOL	2,614,994	9/3/2002		
7.	BZQ	866,033	3/11/1969		
8.	CALCIUM PETRONATE	984,262	5/21/1974		
9.	CARNATION	2,706,310	4/15/2003		
10.	COM-VAC	1,447,138	7/14/1987		
11.	CROMPTON	2,843,342	5/18/2004		
12.	CROMPTON & DESIGN	2,825,452	3/23/2004		
13.	D-S (AND ARROW DESIGN)	1,870,326	12/27/1994		
14.	D-S IN KEYSTONE	667,385	9/23/1958		
15.	DAVIS-STANDARD	2,351,805	5/23/2000		
16.	DAVIS-STANDARD	627,776	5/29/1956		
17.	DEO-BASE (STYLIZED)	300,910	2/14/1933		
18.	DISPERSO (STYLIZED)	600,214	1/4/1955		
19.	DITAP (STYLIZED)	2,482,330	8/28/2001		
20.	DRAPEX	938,406	7/25/1972		
21.	DSB	2,277,726	9/14/1999		
22.	DUAL-THERM	2,379,205	8/22/2000		
23.	EMULSEPT	411,369	1/16/1945		
24.	EMULSEPT (STYLIZED)]	413,686	5/8/1945		
25.	EPIC II	1,982,511	6/25/1996		
26.	ERVOL	848,509	5/7/1968		
27.	ESPERAL	1,213,704	10/26/1982		
28.	ESPERCARB	1,225,657	2/1/1983		
29.	ESPEROX	867,351	4/1/1969		
30.	EX-M-PLAR	1,171,233	9/29/1981		
31.	FIBERMASTER	1,004,475	2/11/1975		
32.	FLATPAK	1,412,040	10/7/1986		
33.	FOMREZ	651,899	9/24/1957		
34.	FOMREZ	1,374,445	12/10/1985		
35.	FOMREZ	706,829	11/8/1960		
36.	FONOLINE	297,067	8/30/1932		
37.	FREEZENE	301,870	3/21/1933		
38.	GEMINI	1,412,039	10/7/1986		
39.	GENOX	2,791,181	12/9/2003		
40.	GLORIA	1,091,665	5/23/1978		
41.	HES	1,523,808	2/7/1989		
42.	HI-POINT	1,274,012	4/17/1984		
43.	HIVALLOY	2,844,843	5/25/2004		
44.	HYBASE	642,468	3/12/1957		
45.	HYDROBRITE	2,478,851	8/21/2001		
46.	HYDROSLIP	2,376,454	8/15/2000		
47.	HYSTRENE	542,368	5/15/1951		
48.	INDUSTRENE	1,948,647	1/16/1996		
49.	INTERLOY	2,840,271	5/11/2004		
50.	KAYDOL (STYLIZED)	422,558	7/30/1946		
51.	KEMAMIDE	765,304	2/25/1964		
52.	KEMAMINE	765,303	2/25/1964		

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	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
53.	KEMESTER	789,866	5/25/1965		
54.	KEMESTER	1,245,697	7/19/1983		
55.	KEMSTRENE	726,410	1/16/1962		
56.	KEYCIDE	802,510	1/25/1966		
57.	KLEAROL	2,656,077	12/3/2002		
58.	KREMOL	661,553	5/13/1998		
59.	LOBASE	1,996,731	8/27/1996		
60.	LUBRACAL	862,587	12/31/1968		
61.	LUBRAZINC	862,586	12/31/1968		
62.	MARK	780,503	11/24/1964		
63.	MARK V	1416426	11/11/1986		
64.	MARK VI	1982519	6/25/1996		
65.	MARKSCREEN			78-257,976	6/04/2003
66.	MARKLEAR	2380460	8/29/2000		
67.	MARKLUBE	2389163	9/26/2000		
68.	MARKSTAT	939393	8/1/1972		
69.	MULTIWAX	1419622	12/9/1986		
70.	NEUSTRENE	658413	2/18/1998		
71.	NRM EXTRUSION	2039733	2/25/1997		
72.	PACOL	660936	4/29/1958		
73.	PERFECTA	2,680,067	1/28/2003		
74.	PERLATUM	1392068	5/6/1986		
75.	PETROFLOTE (STYLIZED)	595051	9/14/1954		
76.	PETRONATE (STYLIZED)	348440	7/27/1937		
77.	PLASTISCREW	797754	10/19/1965		
78.	PM	1682674	4/14/1992		
79.	PROTOL (STYLIZED)	423716	9/10/1946		
80.	PROTOPET	331928	1/28/1936		
81.	QUICKSET	711066	2/14/1961		
82.	RAMOL	799414	11/30/1965		
83.	RUDOL	1222255	1/4/1983		
84.	SCRAPPER	1692437	6/9/1992		
85.	SEENOX	1212045	10/12/1982		
86.	SEMTOL	852175	7/9/1968		
87.	SHER-DATA	1502028	8/30/1988		
88.	SHEROLATUM	661554	5/13/1958		
89.	SONNEBORN	1543129	6/13/1989		
90.	SONO JELL	851267	6/25/1968		
91.	SONOLUBE	2313610	2/1/2000		
92.	STARLIGHT	792482	7/13/1965		
93.	STERLING	1647206	6/11/1991		
94.	SUNISO			78-457,171	7/27/2004
95.	SUNISO [STYLIZED]	315719	8/7/1934		
96.	SUNOLITE	1031870	2/3/1996		
97.	SUPER BLUE			78-250,297	5/15/2003
98.	THE PARISON	2596337	7/16/2002		
99.	THERMATIC	700482	7/5/1960		
100.	TX ACID	856827	9/17/1968		
101.	ULTRAPHOS	819700	12/6/1966		
102.	UREX	810321	6/28/1966		
103.	USP	1278492	5/22/1984		
104.	USP-245	866032	3/11/1969		

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	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
105.	VIBRARIM			78-297,904	4/09/2003
106.	WESTON	2702620	4/1/2003		
107.	WITCO	843,420	1/30/1968		
108.	WITCO	811939	8/2/1966		
109.	WITCOBOND	951716	1/30/1973		
110.	WITCOBOND	919631	9/7/1971		
111.	WITCOGEL	1966472	4/9/1996		
112.	WITSOL	1233160	4/5/1983		
113.	WOODTRUDER	2504723	11/6/2001		