

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cardinal Health 409, Inc.		03/09/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AMCOL International Corporation		
Street Address:	1500 W. Shure Dr.		
City:	Arlington Heights		
State/Country:	ILLINOIS		
Postal Code:	60004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1481218	MICROSPONGE	
Registration Number:	1505477	MELANOSPONGE	
Registration Number:	3001597	EXACT	
Registration Number:	2294342	EXACT	
CORRESPONDENCE DATA			
Fax Number:	(312)896-6787		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-443-1787		
Email:	sfifield@lordbissell.com		
Correspondent Name:	Sean C. Fifield		
Address Line 1:	111 S. Wacker Dr.		
Address Line 4:	Chicago, ILLINOIS 60606-4410		
ATTORNEY DOCKET NUMBER:	3184204-0006 MICROSPONGE		
NAME OF SUBMITTER:	Ingrid J. Scheckel		

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Signature:	/Ingrid J. Scheckel/
Date:	03/15/2007
Total Attachments: 7 source=Microsponge#page1.tif source=Microsponge#page2.tif source=Microsponge#page3.tif source=Microsponge#page4.tif source=Microsponge#page5.tif source=Microsponge#page6.tif source=Microsponge#page7.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made on March 9, 2007 (this “**Assignment**”) by Cardinal Health 409, Inc., a Delaware corporation with offices at 7000 Cardinal Place, Dublin, Ohio, 43017, and Cardinal Health PTS, LLC, a Delaware limited liability company with offices at 7000 Cardinal Place, Dublin, Ohio, 43017 (collectively the “**Selling Parties**”) to AMCOL International Corporation, a Delaware corporation with offices at 1500 West Shure Drive, Arlington Heights, Illinois 60004 (“**Assignee**”).

WHEREAS, a Selling Party has adopted, owns and is using the United States and foreign trademark registrations, pending trademark applications, common law trademarks trade dress, logos, slogans, and trade names disclosed in Schedule A attached hereto and made a part hereof (the “**Trademarks**”) and is the owner of such Trademarks and the goodwill of the business symbolized by such Trademarks and all common law rights associated therewith;

WHEREAS, Assignee is desirous of using the Trademarks and of acquiring the entire right, title and interest in, to and under the Trademarks and the goodwill of the business symbolized by such Trademarks in connection therewith; and

WHEREAS, the Selling Parties, R.P. Scherer Technologies, Inc. and AMCOL Health & Beauty Solutions, Incorporated, a wholly-owned subsidiary of the Assignee, have entered into that certain Asset Purchase Agreement dated March 9, 2007, providing for the conveyance to Assignee of certain assets of the Selling Parties, including the Trademarks.

NOW, THEREFORE, for and in consideration of \$1 and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Each Selling Party hereby sells, assigns, conveys and transfers unto Assignee all of its right, title and interest in, to and under the Trademarks, and any derivation thereof, together with (a) the benefit of any rights at common law which have accrued to any of the Selling Parties through use of the Trademarks or otherwise, (b) the goodwill of the business symbolized by thereby, (c) all applications and registrations therefor, and (d) all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past or continuing infringement of the Trademarks, as well as the right to seek any and all remedies available at law or in equity.

2. The Selling Parties agrees that they will make no further use of the Trademarks except pursuant to licenses granted by Assignee.

3. All right, title and interest in the Trademarks shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Selling Parties if this Assignment had not been made. Without limitation to the foregoing, Selling Parties assign with the Trademarks all associated income, royalties, damages and payments due from or payable by any third party (including, without limitation, damages and payments for past, present, or future infringements or misappropriations thereof) and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

4. Each of the Selling Parties agrees, upon the request of Assignee, from time to time to execute and deliver to Assignee all such additional instruments and documents as shall be reasonably required to perfect and record the conveyance of the Trademarks (including such instruments, powers of attorney and other documents as may be necessary to perfect and record the conveyance of the Trademark

as contemplated hereunder in foreign jurisdictions), and to do any and all such acts and things as may reasonably be required to convey the Trademarks.

5. This Assignment shall be construed and all the rights, powers and liabilities of the parties hereunder shall be determined in accordance with the substantive laws of the State of Delaware, without regard to conflicts of laws principles. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Assignment of Trademarks to be executed as of the date first written above.

CARDINAL HEALTH 409, INC.

By: [Signature]
Name: Brendan A. Ford
Title: Executive Vice President

CARDINAL HEALTH PTS, LLC

By: [Signature]
Name: Brendan A. Ford
Title: Executive Vice President

STATE OF OHIO)
COUNTY OF FRANKLIN)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the person signing above, being first sworn by me, did state that he is Brendan A. Ford, that he is an Executive Vice President of **Cardinal Health 409, Inc.**, and that he, as such officer, being authorized so to do, executed the foregoing instrument before me for the purposes therein contained, by signing the name of the corporations by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of March, 2007.



Kathy O. Hupp
Notary Public, State of Ohio
My Commission Expires
Feb 10, 2010

[Signature]
Notary Public
My Commission Expires:
2-10-10

STATE OF OHIO)
COUNTY OF FRANKLIN)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the person signing above, being first sworn by me, did state that he is Brendan A. Ford, that he is an Executive Vice President of **Cardinal Health PTS, LLC**, and that he, as such officer, being authorized so to do, executed the foregoing instrument before me for the purposes therein contained, by signing the name of the corporations by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of March, 2007.



Kathy O. Hupp
Notary Public, State of Ohio
My Commission Expires
Feb 10, 2010

[Signature]
Notary Public
My Commission Expires:
2-10-10

[SIGNATURE PAGES TO ASSIGNMENT OF TRADEMARKS]

ACCEPTED:

AMCOL INTERNATIONAL CORPORATION

By: *Gary L. Castagna*

Name: Gary Castagna

Title: Senior Vice President

STATE OF Illinois)

COUNTY OF Cook)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the person signing above, being first sworn by me, did state that he is Gary Castagna, that he is a Senior Vice President of **AMCOL International Corporation**, and that he, as such officer, being authorized so to do, executed the foregoing instrument before me for the purposes therein contained, by signing the name of the corporations by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 9th day of March, 2007.



TERRI L. CARDONA
Notary Public

My Commission Expires:

3/15/09

**SCHEDULE A
TRADEMARKS**

Country	Trademark	Application Number	Filing Date	Registration Number	Reg. Date	Next Renewal
Korea	APS MICROSPONGE	89-11651	05/15/89	208584	01/23/91	01/23/2011
Australia	MICROSPONGE	451608	Unavailable	B45 1608	09/05/86	09/05/2007
Austria	MICROSPONGE	AM 2591/86	08/14/86	114843	12/18/86	09/23/2006
Benelux	MICROSPONGE	685878	08/05/86	419478	08/05/ 86	08/05/2016
Chile	MICROSPONGE	350.113	07/23/96	610.633	11/28/01	11/28/2011
Denmark	MICROSPONGE	VA037621996	06/26/96	VR055871996	10/04/96	10/04/2016
Finland	MICROSPONGE	311186	08/06/86	101882	07/05/88	07/05/2008
France	MICROSPONGE	Unavailable	09/11/86	1370159	09/10/96	09/10/2006
Germany	MICROSPONGE	A41881/1	08/19/86	1123421	06/15/88	08/19/2006
Greece	MICROSPONGE	129950	07/05/96	129950	07/17/98	07/06/2006
Hong Kong	MICROSPONGE	5576/86	12/11/86	B052890	12/11/86	12/11/2007
Israel	MICROSPONGE	105907	06/20/96	105907	12/04/97	06/20/2017
Italy	MICROSPONGE	4669 2006 RM	08/04/06	Pending	Pending	08/04/2016
Liechtenstein	MICROSPONGE	Unavailable	08/20/86	7066	01/30/87	08/20/2006
Portugal	MICROSPONGE	236.767	09/05/86	236767	01/10/92	01/10/2012
Sweden	MICROSPONGE	86-5774	08/06/86	205754	05/15/87	05/15/2007
Switzerland	MICROSPONGE	4921	08/06/86	348605	08/06/87	08/06/2016
Turkey	MICROSPONGE	125182/93	11/23/93	149552	11/23/93	11/23/2003
U.K.	MICROSPONGE	1273843	08/06/86	B1273843	11/04/88	08/06/2007
U.K.	MICROSPONGE	1243844	08/06/86	B1273844	02/10/89	08/06/2007
US	MICROSPONGE	624,638	10/08/86	1,481,218	03/22/88	03/22/2008
Argentina	MICROSPONGE/ MICROSPONJA	Unavailable	12/04/98	1708484/485	12/04/98	12/04/2008
Brazil	MICROSPONGE/ MICROSPONJA	Unavailable	01/11/00	819.611-104	01/11/00	01/11/2010
Brazil	MICROSPONGE/ MICROSPONJA	Unavailable	0 8/24/99	819.661-074	08/24/99	08/24/2009
Brazil	MICROSPONGE/ MICROSPONJA	Unavailable	01/11/00	819.661-082	01/11/00	01/11/2010
Brazil	MICROSPONGE/ MICROSPONJA	Unavailable	06/15/99	819.661.090	06/15/99	06/15/2009
Chile	MICROSPONGE/ MICROSPONJA	350.111/112	07/23/96	570.383/382	06/20/00	06/20/2010
Chile	MICROESPONJAS	350.110	07/23/96	570.381	6/20/00	6/20/2010
Chile	MICROESPONJAS	339.545	04/08/96	508.262	03/25/98	03/25/2008
Chile	MICROESPONJAS	339.546	04/08/96	508.124	03/25/98	03/25/2008
Mexico	MICROSPONGE/ MICROSPONJA	290257	03/19/97	612130	05/31/99	03/19/2007
Paraguay	MICROSPONGE/ MTCROSPONJA	Unavailable	03/12/98	201-602/063	03/12/98	03/12/2008
Paraguay	MICROSPONGE/ MICROSPONJA	Unavailable	02/13/98	200.228/229	02/13/98	02/13/2008
Japan	MICROSPONGE	S61-097776	09/13/86	2127031	03/27/89	03/27/09

Country	Trademark	Application Number	Filing Date	Registration Number	Reg. Date	Next Renewal
Argentina	MELANOSPONJA	Unavailable	18-Aug-1997	1641822/823	18-Aug-1997	18-Aug-2007
Australia	MELANOSPONGE	475090	21-Oct-1987	A475090	21-Oct-1994	21-Oct-2008
Benelux	MELANOSPONGE	784958	26-Aug-1992	517532	26-Aug-1992	26-Aug-2012
Denmark	MELANOSPONGE	VA060871992	27-Aug-1992	108141992	20-Nov-1992	20-Nov-2012
France	MELANOSPONGE	889067	19-Nov-1987	1436168	19-Nov-1987	18-Nov-2007
Germany	MELANOSPONGE	A 43610 1 WZ	10/24/87	1123426	06/15/88	30-Oct-2007
Greece	MELANOSPONGE	110764	22-Sep-1992	110764	17-Sep-1995	23-Sep-2012
Hong Kong	MELANOSPONGE	5823/87	16-Nov-1987	B138290	16-Nov-1987	16-Nov-2008
Ireland	MELANOSPONGE	92/4684	02-Sep-1992	147838	02-Sep-1992	01-Sep-2009
Italy	MELANOSPONGE	200 92 RM	01/23/92	636945	12/19/94	23-Jan-2002
Japan	MELANOSPONGE	S62-122301	10/29/87	2388849	03/31/92	31-Mar-2012
Sweden	MELANOSPONGE	02-07712	02-Sep-1992	246885	19-Feb-1993	19-Feb-2013
Switzerland	MELANOSPONGE	6822	20-Oct-1987	360338	20-Oct-1987	20-Oct-2007
United Kingdom	MELANOSPONGE	1324862	23-Oct-1987	1324862	17-Jan-1990	17-Jan-2010
USA	MELANOSPONGE	73712259	19-Feb-1988	1505477	27-Sep-1988	27-Sep-2008

Country	Trademark	Application Number	Filing Date	Registration Number	Reg. Date	Next Renewal
Australia	EXACT			611357	10-Sep-1993	10-Sep-2013
Argentina	EXACT (Design)	2.594.617	01-Jun-2005	Pending		
Benelux	EXACT (Design)	786376	25-Sep-1992	519670	25-Sep-1992	25-Sep-2012
Brazil	EXACT (Design)	817.003.029	30-Nov-1992	817.003.029	07-Jun-1994	07-Jun-2004
Denmark	EXACT (Design)	VA069621992	01-Oct-1992	8911993	29-Jan-1993	29-Jan-2013
France	EXACT (Design)	92/440098	02-Nov-1992	92440098	02-Nov-1992	02-Nov-2012
Germany	EXACT (Design)	A53276/5	06-Oct-1992	2913976	30-Jun-1998	06-Oct-2012
Greece	EXACT (Design)	110918	06-Oct-1992	110918	17-Feb-1995	07-Oct-2012
Ireland	EXACT (Design)	92-5139	25-Sep-1992	150211	12-Sep-1994	25-Sep-2009
Paraguay	EXACT (Design)	96-5631	15-Mar-1996	194650	09-Jul-1997	09-Jul-2007
Spain	EXACT (Design)	1723961	07-Oct-1992	1723961	05-Jul-1995	07-Oct-2012
Taiwan	EXACT (Design)	81-049131	01-Oct-1992	607492	16-Aug-1993	16-Aug-2013
United Kingdom	EXACT (Design)	1514069	26-Sep-1992	1514069	26-Sep-1992	26-Sep-2009
USA	EXACT	78/461312	03-Aug-2004	3001597	27-Sep-2005	27-Sep-2015
USA	EXACT (Design)	75539042	19-Aug-1998	2294342	23-Nov-1999	23-Nov-2009

Country	Trademark	Application Number	Filing Date	Registration Number	Reg. Date	Next Renewal
Switzerland	COMMAND RELEASE	7008	10/28/87	358467	10/28/87	10/28/07

Country	Trademark	Application Number	Filing Date	Registration Number	Reg. Date	Next Renewal
European Community	MICRORELEASE	952317	10/08/98	952317	3/10/00	10/08/08
Switzerland	MICRORELEASE	1998 8354	10/12/98	460726	10/12/98	10/12/08
Australia	MICRORELEASE	775329	10/09/98	775329	10/09/98	10/09/08

Country	Trademark	Application Number	Filing Date	Registration Number	Reg. Date	Next Renewal
France	PROZONE	1504730	10/05/98	1504730	10/05/98	12/22/08
Italy	PROZONE	5133 98 RM	10/15/98	847852	06/08/01	06/08/2011
Japan	PROZONE	S63-144832	12/22/88	2506993	02/26/93	02/26/2013
Switzerland	PROZONE	8932	12/15/88	368782	12/15/88	12/15/2008

Country	Trademark	Application Number	Filing Date	Registration Number	Reg. Date	Next Renewal
Switzerland	ZERO RELEASE	4284	06/06/89	373035	06/06/89	06/06/09

All common law rights held in any jurisdiction by a Selling Party to the common law trademark MICRO.