

03/2/00

04-11-2000

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)
 Huntsman ICI Holdings, LLC
 500 Huntsman Way
 Salt Lake City, UT 84108

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State - Delaware
 Other _____

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

2. Name and address of receiving party(ies):

Name: Huntsman ICI Chemicals, LLC

Street Address: 500 Huntsman Way
 Salt Lake City, UT 84108

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 30, 1999

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Russell R. Stolle
 HUNTSMAN CORPORATION
 P. O. Box 15730
 Austin, TX 78761

6. Total number of applications and registrations involved: 11

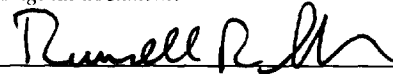
7. Total fee (37 CFR 3.41)..... \$ 290.00

Enclosed
 Authorized to be charged to Deposit Account
 Any deficiencies or overpayments are authorized to be charged to or credited to deposit account

8. Deposit Account Number: 08-3442

THIS SPACE DO NOT USE

9. 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.

Russell R. Stolle  March 2, 2000
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 5

04/10/2000 TTOM11 00000685 083442 75235777
 01 FC:481 (40.00 CH)

Country listing for the UNITED STATES (ICI Americas) as at 7 June 1999

Country	Trade Mark/ Proprietor	Int. Classes	App. No./ Date	Reg. No./ Date	Stams (Expiry)
United States 09820-US-A	ACOUSTIFLEX ICI Americas Inc	1	75/235777 03 February 1997		Pending 0
United States 11711-US	ECO-BINDING ICI Americas Inc	42	74/713351 09 August 1995	1988571 23 July 1996	Registered (23 July 2006)
United States 08571V-US	ISO-STRIP ICI Americas Inc	1	130733 15 January 1991	1712903 08 September 1992	Registered (08 September 2002)
United States 07848-US	RIMLINE ICI Americas Inc	1	583885 20 February 1986	1457057 15 September 1987	Registered (15 September 2007)
United States 07848-US-A	RIMLINE ICI Americas Inc	1	74/345222 04 January 1993	1793317 21 September 1993	Registered (21 September 2003)
United States 09877-US	RUBIFLEX ICI Americas Inc	1	600723 27 May 1986	1440366 26 May 1987	Registered (26 May 2007)
United States 14171-US	RUBILON ICI Americas Inc	42	75/340541 13 Aug 1997		Pending
United States 14171-US-A	RUBILON ICI Americas Inc	5	75/340542 13 Aug 1997		Pending
United States 11450-US	RUBINATE ICI Americas Inc	1	74/367958 15 March 1993	1808700 07 December 1993	Registered (07 December 2003)
United States 09878-US	RUBINOL ICI Americas Inc	1	74/291337 06 July 1992	1757839 16 March 1993	Registered (16 March 2003)
United States 11451-US	RUBITHERM ICI Americas Inc	1	74/345221 04 January 1993	1792270 14 September 1993	Registered (14 September 2003)

June 30, 1999

HUNTSMAN ICI HOLDINGS, LLC

HUNTSMAN ICI CHEMICALS, LLC

ASSIGNMENT OF US TRADE MARKS

FRESHFIELDS

TRADEMARK
REEL: 002047 FRAME: 0462

BETWEEN:

- (1) **HUNTSMAN ICI HOLDINGS, LLC**, a limited liability company formed under the laws of Delaware, whose principal place of business is at 500 Huntsman Way, Salt Lake City, Utah, USA (the *Assignor*).
- (2) **HUNTSMAN ICI CHEMICALS, LLC**, a limited liability company formed under the laws of Delaware, whose principal place of business is at 500 Huntsman Way, Salt Lake City, Utah, USA (the *Assignee*).

WHEREAS:

- (A) The Assignor is the beneficial owner of the trade marks and the trade mark applications set out in the Schedule (the *Trade Marks*) pursuant to a Trade Mark Assignment of even date between ICI Americas Inc and the Assignor.
- (B) The Assignor has agreed to assign to the Assignee all its right, title and interest in and to the Trade Marks.

NOW IT IS HEREBY AGREED as follows:

1. ASSIGNMENT

For good and valuable consideration (receipt of which is hereby acknowledged), the Assignor hereby assigns to the Assignee all its right, title and interest in and to the Trade Marks together with all the goodwill symbolised by the Trade Marks and together with the right to sue for past infringements and retain any award of damages or costs made, to hold unto the Assignee absolutely.

2. FURTHER ASSURANCE

The Assignor shall, on being required to do so by the Assignee and at the cost and expense of the Assignee, now or at any time in the future, execute all such documents (including obtaining notarisations and other necessary attestations) and all such further acts, as the Assignee may reasonably consider necessary for giving full effect to this Assignment and securing to the Assignee the full benefit of the rights in this Assignment.

3. GOVERNING LAW AND JURISDICTION

3.1 The English courts are to have jurisdiction to settle any disputes arising out of or in connection with this Agreement. Any proceeding, suit or action arising out of or in connection with this Agreement (*Proceedings*) may therefore be brought in the English courts. The jurisdiction agreement is irrevocable and is for the exclusive benefit of the Assignee. Nothing in this clause shall limit the

right of the Assignee to take Proceedings against the Assignor in any other court or in the courts of more than one jurisdiction at the same time.

3.2 This Assignment shall be governed by and construed in accordance with English law.

IN WITNESS WHEREOF this Assignment has been executed by or on behalf of the parties hereto on the date first above written.

SIGNED BY
for and on behalf of
HUNTSMAN ICI
HOLDINGS, LLC

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SIGNED BY
for and on behalf of
HUNTSMAN ICI
CHEMICALS, LLC

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