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04-10-2000

Form PTO-1594

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U.S. DEPARTMENT OF COMMERCE

OMB No. 0651-0011 (exp. 4/94)

Patent and Trademark Office

101313434

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

1. Name of conveying party(ies)
 Imperial Chemical Industries PLC
 Imperial Chemical House
 Millbank
 London SW1P 3JF
 ENGLAND

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other England and Wales

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)

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

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: 16

7. Total fee (37 CFR 3.41)..... \$ 415.00

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

DO NOT USE THIS SPACE

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: 6

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00000222 083442 75321536

01 FC:481
02 FC:482

40.00 CH
375.00 CH

TRADEMARK
REEL: 002047 FRAME: 0541

Country listing for the UNITED STATES (Imperial Chemical Industries PLC) as at 28 May 1999

Country	Trade Mark/ Proprietor	Int. Classes	App. No./ Date	Reg. No./ Date	Status (Expiry)
United States 09820-US-C	ACOUSTIFLEX IMPERIAL CHEMICAL INDUSTRIES PLC	1, & 17	75/321536 09 July 1997		Pending 0
United States 08291-US-B	AVALON IMPERIAL CHEMICAL INDUSTRIES PLC	17	75/529683 03 August 1998		Pending 0
United States 08291-US-C	AVALON IMPERIAL CHEMICAL INDUSTRIES PLC	1 & 25	74/801906 29 July 1991	1853408 13 September 1994	Registered (13 September 2004)
United States 02513-US	DALTOCEL IMPERIAL CHEMICAL INDUSTRIES PLC	1	824116 08 September 1989	1660453 15 October 1991	Registered (15 October 2001)
United States 09706-US	DALTOFOAM IMPERIAL CHEMICAL INDUSTRIES PLC	1	74/401393 14 June 1993	1835081 10 May 1994	Registered (10 May 2004)
United States 02034-US	DALTOLAC IMPERIAL CHEMICAL INDUSTRIES PLC	1	829059 02 October 1989	1644140 14 May 1991	Registered (14 May 2001)
United States 04500-US	DALTOPED IMPERIAL CHEMICAL INDUSTRIES PLC	1	828596 03 October 1989	1651244 23 July 1991	Registered (23 July 2001)
United States 14071-US	FIBRETEK IMPERIAL CHEMICAL INDUSTRIES PLC		75/657613 03 March 1999		Pending 0
United States 14140-US	MIRA-LOK IMPERIAL CHEMICAL INDUSTRIES PLC	1 & 42	75/609304 17 December 1998		Pending 0
United States 07848-US-B	RIMLINE IMPERIAL CHEMICAL INDUSTRIES PLC	12 & 17	75/321428 09 July 1997		Pending 0
United States 01819-US	SUPRASEC IMPERIAL CHEMICAL INDUSTRIES PLC		10 August 1965	820977 27 December 1966	Registered (27 December 2006)
United States 11765-US	VACPAC IMPERIAL CHEMICAL INDUSTRIES PLC	1	75/328580 22 July 1997		Pending 0
United States 11765-US-A	VACPAC IMPERIAL CHEMICAL INDUSTRIES PLC	42	75/379185 24 October 1997		Pending 0
United States 08228-US	WATERLILY IMPERIAL CHEMICAL INDUSTRIES PLC	1 & 17	74/245847 11 February 1992	1794554 28 September 1993	Registered (28 September 2003)

Country listing for the UNITED STATES (Imperial Chemical Industries PLC) as at 28 May 1999

Country	Trade Mark/ Proprietor	Int. Classes	App. No./ Date	Reg. No./ Date	Status (Expiry)
United States 08228-US-A	WATERLILY IMPERIAL CHEMICAL INDUSTRIES PLC	20	74/263470 07 April 1992	1797860 12 October 1993	Registered (12 October 2003)
United States 08228V-US-C	WATERLILY LOGO IMPERIAL CHEMICAL INDUSTRIES PLC	20	75/252945 02 March 1997		Pending 0

June 30, 1999

IMPERIAL CHEMICAL INDUSTRIES PLC

HUNTSMAN ICI CHEMICALS, LLC

ASSIGNMENT OF US TRADE MARKS

FRESHFIELDS

TRADEMARK
REEL: 002047 FRAME: 0544

BETWEEN:

- (1) **IMPERIAL CHEMICAL INDUSTRIES PLC**, a company incorporated in England and Wales whose registered office is at Imperial Chemical House, Millbank, London SW1P 3JF (the *Assignor*); and
- (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 registered proprietor of the trade marks and the applicant in respect of the applications set out in the Schedule (the *Trade Marks*).
- (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 Robert J Petus
for and on behalf of
**IMPERIAL CHEMICAL
INDUSTRIES PLC**

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

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