

07-10-2001

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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101771445

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

## 1. Name of conveying party(ies):

PHARMACIA CORPORATION

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State Delaware  
☐ 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: September 28, 2000

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

Name: CP KELCO U.S., INC.

Internal

Address: \_\_\_\_\_

Street Address: 1313 North Market StreetCity: Wilmington State: DE Zip: 19894

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0877140

Additional number(s) attached ☒ Yes ☐ No

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

Name: Laura J. DeMoorInternal Address: BANNER & WITCOFF, LTD.Suite 3000Ten South Wacker DriveChicago, Illinois 60606Street Address: Ten South Wacker DriveSuite 3000City: Chicago State: IL Zip: 606066. Total number of applications and registrations involved: 87. Total fee (37 CFR 3.41).....\$ 215.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number: 01-0850

(Attach duplicate copy of this page if paying by deposit account)

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.

Laura J. DeMoor

Name of Person Signing

Signature

June 26, 2001

Date

16

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

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

TRADEMARK  
 REEL: 002325 FRAME: 0667

## U.S. TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of September 28, 2000 ("Effective Date") by and between Pharmacia Corporation, a Delaware corporation ("Pharmacia" or "Assignor"), and CP Kelco U.S., Inc., a Delaware corporation ("CP Kelco U.S." or "Assignee").

**WHEREAS**, Monsanto Company, a Delaware corporation, and Hercules 2000, LLC, a Delaware limited liability company, are parties to that certain Asset Purchase Agreement dated February 22, 2000, as amended by Amendment No. 1 to the Asset Purchase Agreement, dated as of August 7, 2000 by and among Pharmacia, Hercules 2000, LLC, Hercules Incorporated and Lehman Brothers Merchant Banking Partners II L.P., a Delaware limited partnership ("LBMBP"), as further amended by Amendment No. 2 to the Asset Purchase Agreement, dated as of September 15, 2000 by and among CP Kelco U.S., Pharmacia, Hercules 2000, LLC and LBMBP (as amended pursuant to its terms, the "Agreement");

**WHEREAS**, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right in and to the trademarks and trademark applications set forth on Exhibit A, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks");

**WHEREAS**, Monsanto Company has merged with Assignor and Assignor is the surviving entity, as evidenced by the Certificate of Merger attached hereto as Exhibit B.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and sets over to Assignee and its successors, assigns and nominees forever, without any restrictions, reservations or limitations, Assignor's entire right, title and interest in and to the following:

1. All of the Marks;
2. Any and all other rights, priorities and privileges of Assignor provided under United States, state, foreign or multinational law, or any compact, treaty, protocol, convention or organization, now or hereafter in effect, including without limitation common-law rights, trade dress rights and rights under the laws of unfair competition with respect to the Marks, together with all income, royalties or payments due or payable as of the Effective Date or thereafter ("Related Rights");
3. Any and all rights to obtain renewals of registrations or other legal protections, or foreign equivalents thereof, and including the subject matter of all claims that may be obtained pertaining to the Marks and Related Rights; and
4. Any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Marks and Related Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom.

Assignee shall hold the rights to the foregoing for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

To the extent any of the United States applications for trademark registration set forth on Exhibit A attached hereto were made under 15 U.S.C. §1051(b), such applications are being assigned under this Assignment to a successor to the business of the applicant, or portion thereof, to which the applicable trademarks pertain, pursuant to 15 U.S.C. §1060.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Marks.

This Assignment is effective as of the Effective Date. Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents provided by Assignee and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Marks and Related Rights in Assignee in all relevant nations and jurisdictions.

The parties agree that the assignment of each trademark on Exhibit A shall be construed as separable and divisible from the assignment of every other trademark. The unenforceability or invalidity of this Assignment with respect to any one trademark shall not limit its enforceability or validity, in whole or in part, with respect to any other trademark.

This Assignment may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each party and received by the other party.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

PHARMACIA CORPORATION

Name: [Signature]

Title: Authorized Representative

CP KELCO U.S., INC.

Name: [Signature]

Title: Secretary

STATE OF

NY

)

COUNTY OF

NY

) SS.

On this 28<sup>th</sup> day of Sept. 2000, there appeared before me Jan Wolpert, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Pharmacia Corporation

[Signature]  
Notary Public

JULIE S. PARK  
NOTARY PUBLIC, State of New York  
No. 01PA6033535  
Qualified in New York County  
Certificate Filed in New York County  
Commission Expires November 22, 2001

STATE OF

NY

)

COUNTY OF

NY

) SS.

On this 28<sup>th</sup> day of Sept. 2000, there appeared before me Charles Donald, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of CP Kelco U.S., Inc.

[Signature]  
Notary Public

JULIE S. PARK  
NOTARY PUBLIC, State of New York  
No. 01PA6033535  
Qualified in New York County  
Certificate Filed in New York County  
Commission Expires November 22, 2001

**EXHIBIT A**

**MARKS**

**MARKS**

<b>Country</b>	<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
USA - United States of America	BEN-EX	146,517			
USA - United States of America	BIOZAN	73/583492	02/18/1986		
USA - United States of America	CELLULON	74/049627	04/16/1990		
USA - United States of America	EASYGLIDE	75/929958	02/25/2000		
USA - United States of America	GELRITE	74/078729			
USA - United States of America	GFS	457,466			
USA - United States of America	KELCO				
USA - United States of America	KELCO	462,316			
USA - United States of America	KELCO	71/300350			
USA - United States of America	KELCO				
USA - United States of America	KELCO	462,315			
USA - United States of America	KELCO				
USA - United States of America	KELCO	462,314			
USA - United States of America	KELCO-CRETE	74/142685			
USA - United States of America	KELCOGEL	75/487614	05/19/1998		

Country	Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date
USA - United States of America	KELDENT	75/133785	08/15/1996		
USA - United States of America	KELFLO	73/079681	03/08/1976		
USA - United States of America	KELGUM				
USA - United States of America	KELSIZE	74/106793	10/17/1990		
USA - United States of America	KELTROL				
USA - United States of America	KELZAN				
USA - United States of America	KELZAN				
USA - United States of America	KELZAN XC	73/077096	02/13/1976		
USA - United States of America	KELZAN XCD	74/078731			
USA - United States of America	KWIK-SEAL	74/078741			
USA - United States of America	MF-1	186,041			
USA - United States of America	PRIMACEL	75/119160	05/29/1996		
USA - United States of America	VISCOSO-GRAPH	77,094			
USA - United States of America	WL-100	186,035			
USA - United States of America	X-PEL G	186,036			
USA - United States of America	XANCO-FRAC	73/062623	09/10/1975		

Country	Mark	Appl. No.	Filing Date	Reg. No.	Reg. Date
USA - United States of America	XANFLOOD	33,800			
USA - United States of America	XANTURAL	75/377519	10/22/1997		
USA - United States of America	XANVIS	73/723599			
USA - United States of America	XMDL	331,297			
USA - United States of America	ZANFLO				
USA - United States of America	SIMPLE PLEASURES	75/035056	12/20/1995		
USA - United States of America	SIMPLE PLEASURES	75/607145	12/17/1998		
USA - United States of America	SIMPLESSE	73/707968	01/27/1988		
USA - United States of America	SIMPLESSE AND DESIGN	73/814868	07/24/1989		
USA - United States of America	SIMPLESSE CIRCLE DESIGN	74/056409	05/07/1990		
USA - United States of America	SIMPLIFIER	74/548177	07/11/1994		
USA - United States of America	SIMPLIFIER AND DESIGN	74/489445	02/14/1994		



**EXHIBIT B**

**CERTIFICATE OF MERGER**

,

*State of Delaware*  
*Office of the Secretary of State*

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PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "MONSANTO COMPANY", CHANGING ITS NAME FROM "MONSANTO COMPANY" TO "PHARMACIA CORPORATION", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF MARCH, A.D. 2000, AT 2:15 O'CLOCK P.M.



A handwritten signature in cursive script, reading "Edward J. Freel", is written over a horizontal line.

Edward J. Freel, Secretary of State

0341113 8100

001620063

AUTHENTICATION: 0847573

DATE: 12-12-00

TRADEMARK  
REEL: 002325 FRAME: 0676

**CERTIFICATE OF AMENDMENT  
OF  
MONSANTO COMPANY  
RESTATED CERTIFICATE OF INCORPORATION**

Monsanto Company (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify that:

- I. The amendments set forth below to the Corporation's Restated Certificate of Incorporation previously filed in the Office of the Secretary of State of Delaware on October 29, 1997, have been duly adopted by the Board of Directors of the Corporation, and the Board has declared said amendments to be advisable and called a meeting of the stockholders of the Corporation for consideration thereof.
- II. Thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendments.
- III.
  1. Article I thereof is amended and restated to read as follows:

**ARTICLE I: NAME**

The name of the Corporation shall be Pharmacia Corporation.

2. The first sentence of Article IV thereof is amended to read as follows:

The total number of shares of all classes of stock which the Corporation shall have authority to issue is 3,010,000,000 shares, to be divided into two classes consisting of (a) ten million (10,000,000) shares of preferred stock, par value \$.01 per share (hereinafter designated "Preferred Stock"), and (b) three billion (3,000,000,000) shares of common stock of a par value of \$2 per share (hereinafter designated "Common Stock").

3. The last sentence of the first paragraph of Article IV, Section I thereof is deleted.

4. Article IV, Section I(b) is amended and restated to read as follows:

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 02:15 PM 03/31/2000  
001164549 - 0341113

W/4457771

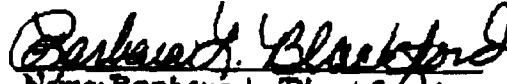
**TRADEMARK  
REEL: 002325 FRAME: 0677**

(b) Whether the shares of such series shall have voting rights, in addition to the voting rights provided by law, and, if so, the terms of such voting rights;

- IV. These amendments were duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.
- V. These amendments shall become effective as of 4:00 p.m. on March 31, 2000.

IN WITNESS WHEREOF, Monsanto Company has caused this certificate to be signed  
by Barbara L. Blackford, its authorized officer, this 31st day of March, 2000.

MONSANTO COMPANY

  
Name: Barbara L. Blackford  
Title: Assistant Secretary

## SCHEDULE

### 4. Application number(s) and registration number(s):

Mark	Reg. No.	Application No.
KELCO	0877140	72/269,671
KELCO	0876822	72/269,669
KELCO	0865849	72/269,667
KELGUM	0878457	72/274,756
KELTROL	0887972	72/326,104
KELZAN	0742828	72/125,605
KELZAN	0825195	72/242,613
ZANFLO	0949175	72/398,723

**Declaration of Robert P. O'Flynn O'Brien  
in Support of Recordation of Assignment  
of Various Marks Owned by CP KELCO U.S., INC.**

I, Robert P. O'Flynn O'Brien, declare that I am the Vice-President, Intellectual Property of CP Kelco U.S., Inc. ("CP Kelco"). On September 28, 2000, Pharmacia Corporation ("Pharmacia") assigned to CP Kelco by written agreement a number of trademarks used in connection with the Kelco biopolymers business that CP Kelco U.S., Inc. acquired from Pharmacia. The September 28, 2000 agreement, entitled "U.S. Trademark Assignment" ("Agreement"), is enclosed herewith.

Exhibit B of the Agreement lists the U.S. trademarks assigned from Pharmacia to CP Kelco. Some of the marks on Exhibit B were inadvertently listed without their identifying registration or application numbers. On January 8, 2001, CP Kelco filed papers with the U.S. Patent and Trademark Office to record the assignment of those marks that are listed in Exhibit B of the Agreement with their application numbers also listed therein. The assignment of the marks listed in Exhibit B of the Agreement without their registration or application numbers are now being recorded.

The files for the following marks were transferred from Pharmacia to CP Kelco and are now in the possession of CP Kelco; the marks were intended to be and were assigned to CP Kelco by Pharmacia; and the marks are listed in Exhibit B of the Agreement, merely absent their corresponding application and/or registration numbers:

KELCO	Reg. no. 0877140	appl. no. 72/269,671
KELCO	Reg. no. 0876822	appl. no. 72/269,669
KELCO	Reg. no. 0865849	appl. no. 72/269,667
KELGUM	Reg. no. 0878457	appl. no. 72/274,756
KELTROL	Reg. no. 0887972	appl. no. 72/326,104
KELZAN	Reg. no. 0742828	appl. no. 72/125,605
KELZAN	Reg. no. 0825195	appl. no. 72/242,613
ZANFLO	Reg. no. 0949175	appl. no. 72/398,723

I further declare that I am authorized to make this Declaration on behalf of CP Kelco, U.S. Inc., that to the best of my knowledge and belief, the facts set forth in this Declaration are true; and that the statements in this Declaration are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that willful false statements may jeopardize the validity of the Registrations.

Date:

*June 22, 2001*

By:

**CP KELCO, U.S., INC.**

*[Signature]*  
Robert O'Flynn O'Brien

Title: Vice President, Intellectual Property