



10-30-2001

RECORDAT  
TRAU.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

10-12-2001

U.S. Patent &amp; TMO/TM Mail Receipt 471

r of Patents

101889171

ed original documents or copy thereof.

1. Name of conveying party(ies):

PHARMACIA CORPORATION

10/12/01

- ☐ Individual ☐ 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 \_\_\_\_\_

Additional name(s) & address(es) attached: ☐ Yes ☒ NoA domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from Assignment)

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

A. Trademark Application No(s). B. Trademark Registration No(s) : 0876822, 0865849, 0878457, 0887972, 0742828, 0825195, 0949175, and 1056680 – See attached Schedule 4. for a more complete listing of the marks.

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

Name: Laura J. DeMoorAddress: BANNER & WITCOFF, LTD.  
Suite 3000  
Ten South Wacker Drive  
Chicago, Illinois 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 No. 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

  
SignatureOctober 9, 2001

Date

Total number of pages comprising cover sheet:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231TRADEMARK  
REEL: 002391 FRAME: 0640

## SCHEDULE

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

<b>Mark *</b>	<b>Reg. No.</b>	<b>Application No.</b>
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
KELCO-PAC	1056680	73/082,678

\*Registration No. 0877140 for KELCO is also listed in the attached Nunc Pro Tunc Assignment, but the assignment to CP Kelco U.S., Inc. has been previously recorded at reel and frame no. 002325/0667.

## NUNC PRO TUNC TRADEMARK ASSIGNMENT

**THIS NUNC PRO TUNC TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into, *nunc pro tunc*, 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 and Assignee entered into that certain U.S. Trademark Assignment dated September 28, 2000 (the "Prior Assignment"), pursuant to which Assignor assigned to Assignee all of Assignor's right in and to certain trademarks;

**WHEREAS**, pursuant to the Agreement, Assignor and Assignee wish to supplement the Prior Assignment by entering into this Assignment in order to make clear that 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"); and

**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 the 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: VICE PRESIDENT

CP KELCO U.S., INC.

Name: [Signature]

Title: V.P. Intellectual Property

STATE OF New Jersey )  
COUNTY OF Somerset ) SS.

On this 10<sup>th</sup> day of September, 2001 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.

Carol M. Murphy  
Notary Public

CAROL M. MURPHY  
NOTARY PUBLIC, STATE OF NEW JERSEY  
MY COMMISSION EXPIRES MARCH 4, 2003

STATE OF DELAWARE )  
COUNTY OF New Castle ) SS.

On this 24 day of SEPTEMBER, 2001 there appeared before me Robert Flynn O'Brien, 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.

Catherine Johnson  
Notary Public

CATHERINE JOHNSON  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires July 1, 2003

# **EXHIBIT A**

## **MARKS**

**A - 1**

**MARKS**

<b>Country</b>	<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
US	KELCO	72/269671	04/20/67	877140	09/16/69
US	KELCO	72/269669	04/20/67	876822	09/16/69
US	KELCO	72/269667	04/20/67	865849	03/04/69
US	KELGUM	72/274756	06/26/67	878457	10/14/69
US	KELTROL	72/326104	05/01/69	887972	03/17/70
US	KELZAN	72/125605	08/08/61	742828	01/01/63
US	KELZAN	72/242613	04/04/66	825195	03/07/67
US	ZANFLO	72/398723	07/29/71	949175	12/26/72
US	KELCO-PAC	73/082678	04/05/76	1056680	01/18/77



**EXHIBIT B**

**CERTIFICATE OF MERGER**

**B-1**



*Office of the Secretary of State*

---

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.



---

Edward J. Freel, Secretary of State

0341113 8100

001250900

AUTHENTICATION:

0443560

DATE:

05-17-00

**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 1(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 - 0361113

WITH 12 + 12445491 - 001164549

001164549

001164549

001164549

910 155.0N

(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.

FROM RICHARDS, LAYTON & FINGER #7

(FRI) 3.31'00 14:19/ST. 14:17/NO. 4852637633 ?

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

Barbara L. Blackford  
Name: Barbara L. Blackford  
Title: Assistant Secretary

ATA ISS'ON

WITM 12 + 1X1000 WET - 6000 IN 010

WIT:AT

DO NOT CO

RECORDED: 10/12/2001

TRADEMARK  
REEL: 002391 FRAME: 0651