



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party: Johnson Matthey Ceramics & Materials Limited Individual(s) Association

- General Partnership Limited Partnership
- Corporation - Country United Kingdom
- Other _____

4-12-02

Additional name(s) of conveying party(ies) attached? YES NO

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Purchase Agreement

Execution Date: 1 September 1999

2. Name and address of receiving party:

Name: Johnson Matthey Public Limited Company

Internal Address: 2-4 Cockspur St.

Street Address: Trafalgar Square

City: London Country: United Kingdom ZIP: SW1Y 5BQ

- Individual(s) Citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation - Country United Kingdom
- Other _____

If Assignee is not domiciled in the United States, a domestic representative designation is attached: YES NO
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? YES NO

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application Number(s) _____

B. Trademark Registration No.(s) 0829682

Additional number(s) attached? YES NO

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

Name: Paul F. Prestia

Internal Address: Ratner & Prestia

Street Address: Suite 301, One Westlakes, Berwyn,
P.O. Box 980

City: Valley Forge State: PA ZIP: 19482-0980

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 18-0350

(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.

Paul F. Prestia
Name of Person Signing

Paul F. Prestia
Signature

4/3/02
Date

Total number of pages including cover sheet, attachments, and document: 11

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

Do not detach this portion

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

OFFICE OF THE
COMMISSIONER OF PATENTS AND TRADEMARKS
WASHINGTON, DC 20231
APR 23 2002 10 59 AM

04/23/2002 6T0N11 00000155 0829682

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JMYT-256US

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Registration of: Johnson Matthey PLC :
 (by Assignment) :
 : Mark: **TRANS-OXIDE**
 Reg. No.: 0829,682 :
 Reg. Date: June 6, 1967 :
 International Class: 2 :

REVOCATION OF PRIOR POWER OF ATTORNEY; SUBSTITUTION OF NEW
 POWER OF ATTORNEY AND DESIGNATION OF DOMESTIC
 REPRESENTATIVE BY FOREIGN APPLICANT

BOX ASSIGNMENTS

Assistant Commissioner for Trademarks
 Washington, D.C. 20231

S I R :

Assignee hereby

a) revokes all prior Powers of Attorney and hereby appoints, to file this document and to transact all business in the Patent and Trademark Office in connection with the above-referenced trademark application, and

b) designates as its domestic representatives upon whom notices or process in proceedings affecting the trademark may be served:

Paul F. Prestia, Allan Ratner, Andrew L. Ney, Kenneth N. Nigon, Kevin R. Casey, Benjamin E. Leace, James C. Simmons, Lawrence E. Ashery, Robert L. Andersen, Christopher R. Lewis, Jacques L. Etkowicz, Jonathan H. Spadt, Joshua L. Cohen, and Jack J. Jankovitz, all members of the Bar of the Commonwealth of Pennsylvania, and all of Ratner & Prestia, Suite 301, One Westlakes, Berwyn, P. O. Box 980, Valley Forge, PA 19482-0980.

Correspondence and inquiries concerning this matter should be directed to:

Paul F. Prestia
 Ratner & Prestia, PC
 P.O. Box 980
 Valley Forge, PA 19482
 Telephone: (610) 407-0700
 Facsimile: (610) 407-0701

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Under the laws of United Kingdom, the position of the individual signing this document is equivalent to that of an officer in a United States corporation.

Johnson Matthey Public Limited Company

BY Ian C. Wishart

Signature

IAN C. WISHART, GROUP PATENTS & LICENSING CONTROLLER

Print or Type Name & Title

DATE 25 March 2002

DATED 1st September 1999

JOHNSON MATTHEY PUBLIC LIMITED COMPANY

and

JOHNSON MATTHEY CERAMICS & MATERIALS LIMITED

INTRA-GROUP BUSINESS PURCHASE AGREEMENT

Johnson Matthey Public Limited Company
Legal Department
2-4 Cockspur Street
Trafalgar Square
London SW1Y 5BQ

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Handwritten: Adj account
2/13/7

THIS AGREEMENT is made on *1st September* 1999

BETWEEN:

- (1) JOHNSON MATTHEY CERAMICS & MATERIALS LIMITED (registered number 2886627) whose registered office is at 2-4 Cockspur Street, London SW1Y 5BQ (the "Vendor"); and
- (2) JOHNSON MATTHEY PUBLIC LIMITED COMPANY (registered number 33774) whose registered office is at 2-4 Cockspur Street, London SW1Y 5BQ (the "Purchaser")



RECITALS

- (A) The Vendor is engaged in the manufacture, sale, marketing and distribution of frits, glazes, raw materials, colours, pigments and dispersions for the ceramics, tile, sanitaryware and construction, tableware and glass industries (the "Business").
- (B) The Vendor has agreed to sell the Business and the Business Assets (as defined below) as carried on by the Vendor and the Purchaser has agreed to purchase the Business and the Business Assets upon the terms and for the consideration set out in this Agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Agreement, each of the following words and expressions shall, unless the context requires otherwise, have the meaning set out opposite it:

- "Business" has the meaning specified in Recital A;
- "Business Assets" means all of the assets of the Vendor employed in and forming part of the Business excluding the Excluded Assets but including the following without limitation:
 - (a) raw materials, stock, finished goods, fixed and moveable plant and machinery, vehicles, equipment, leasehold and freehold properties, and industrial property rights (including all registered and unregistered trade marks, patents and pending patent applications, know-how and all copyright throughout the world);
 - (b) the full benefit and advantage of all contracts or agreements in relation to the Business and to which the Vendor is a party, and all accounts receivable related thereto and all engagements, orders and obligations of the Vendor in relation to the Business;
 - (c) all goodwill of the Vendor in connection with the Business and all of the Vendor's trade names owned or used in connection with the Business together with the right, in so far as the Vendor can grant it, for the Purchaser to represent itself as carrying on the Business in succession to the Vendor from the Effective Date; and

- (d) all other assets whatsoever and wheresoever of the Vendor used by the Vendor in connection with the Business;
- "Chambers Litigation"** means the claims and counterclaims in England and Wales with case numbers 1996-C-No1732, 1996-C-No1860 and 1996-C-No1733;
- "Completion"** as defined in clause 4.1;
- "Effective Date"** means 11.59pm on 31 August 1999;
- "Excluded Assets"** means:
- (a) all cash, bank deposits and cash equivalents;
- (b) any amounts accrued on the books and records of the Vendor with respect to any Excluded Liabilities; and
- "Excluded Liabilities"** means any non-trade, intra-group indebtedness of the Vendor;

2. SALE AND PURCHASE

- 2.1 The Vendor hereby sells and the Purchaser hereby purchases the Business as a going concern including the Business Assets as at the Effective Date.
- 2.2 For the avoidance of doubt, the sale and purchase of the Business shall not include the Excluded Assets or the Excluded Liabilities.
- 2.3 The Purchaser hereby accepts the right, title, and interest of the Vendor to the Business Assets without requisition, investigation or objection.
- 2.4 The Business and the Business Assets are sold and purchased subject to any option, charge, lien, equity, encumbrance, right of pre-emption, third party right or any other matters affecting the same.

3. CONSIDERATION

- 3.1 In consideration for the sale of the Business, the Purchaser shall:
- (A) with effect from the Effective Date adopt, perform and fulfil all contracts, obligations, liabilities (whether actual, contingent, prospective or disputed) and engagements of the Vendor (except the Excluded Liabilities) including all contracts of employment relating to the Business;
- (B) indemnify and keep indemnified the Vendor against all liability, costs, expenses, claims, demands, proceedings and damages which may be incurred or suffered by the Vendor both before and after the Effective Date in relation to the Business or the Business Assets; PROVIDED THAT (without prejudice to such indemnity) the Purchaser shall at its own cost, expense and risk be entitled as against any third party to dispute, settle, compromise or deny any such liability, costs, expenses, claims, demands, proceedings and damages as aforesaid; and
- (C) pay to the Vendor as consideration for the Business and the Business Assets a sum of such sum being left outstanding following Completion as a debt owed by the Purchaser to the Vendor until such date as may be agreed by the Purchaser and the Vendor.

4. COMPLETION AND FURTHER ASSURANCE

- 4.1 Completion of the sale and purchase of the Business and the Business Assets shall take place immediately after the Effective Date at the offices of the Vendor or at such other place as shall be agreed upon by the Vendor and the Purchaser (the "Completion"), in accordance with clause 4.2.1.
- 4.2.1 As soon as possible after Completion, possession of all of the Business Assets capable of passing by delivery shall be given by the Vendor to the Purchaser. As regards all Business Assets which are not capable of passing by delivery after the signing of this Agreement, the Vendor shall as and when required by the Purchaser sign and/or execute or procure the signature and/or execution of all such deeds or documents and perform any other act as the Purchaser may reasonably require or as may be otherwise necessary to vest the Business and the Business Assets in the Purchaser and to give full effect to the transaction intended to be effected under or pursuant to this Agreement and to give to the Purchaser the full benefit of this Agreement, and pending the same shall hold all the Business Assets to the direction of the Purchaser.
- 4.2.2 Notwithstanding the provisions of clause 4.1 or 4.2.1, all rights and liabilities of the Vendor which arise out of or in connection with the Chambers Litigation shall be assumed by and pass to the Vendor on 1st March 2000.

5. NO REPRESENTATIONS AND WARRANTIES

- 5.1 The Vendor is not, in this Agreement or in any other agreement or document contemplated by this Agreement, representing or warranting:
- (a) as to the value or freedom from encumbrance of, or any other matter concerning, any Business Assets, or
 - (b) as to the legal sufficiency to convey title to any Business Assets on the execution, delivery and filing of any conveyancing instruments.

The Purchaser agrees that all of the Business Assets are being transferred without any representation from the Vendor in relation to any warranty of merchantability, fitness for a particular purpose, marketability, title, value, freedom from encumbrance or any other representation or warranty, express or implied, and the Purchaser shall bear the economic and legal risk that any conveyances of the Business Assets shall prove to be insufficient or that the Purchaser's title to any of the Business Assets shall be other than good and marketable and free of encumbrances.

- 5.2 The Vendor is not in this Agreement or in any other agreement or document contemplated by this Agreement, representing or warranting that the obtaining of the consents or approvals, the execution and delivery of any necessary amending agreements and the making of the filings and applications contemplated by this Agreement shall satisfy the provisions of all applicable agreements or the requirements of all applicable laws or judgments and, the Purchaser shall bear the economic and legal risk that any necessary consents or approvals are not obtained or that any requirements of law or judgments are not complied with.
- 5.3 Notwithstanding the provisions of clause 5.1 and 5.2, the parties shall, and shall cause their respective subsidiaries to fully cooperate and use reasonable efforts to obtain all consents and approvals, to enter into all necessary amending agreements and to make all filings and applications which may be required for the consummation of the transactions contemplated by this Agreement, including, without limitation, all applicable regulatory filings or consents under applicable environmental laws.

6. COSTS

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6. COSTS

The Vendor and the Purchaser shall each be responsible for their own respective legal and other costs (including stamp duty or any similar duty or impost) in relation to this Agreement and the transactions contemplated hereby.

7. NOTICES

7.1 All communications between the parties with respect to this Agreement shall be delivered by hand or sent by first-class post to the address of the addressee as set out in this Agreement, or to such other address as the addressee may from time to time have notified for the purpose of this clause, or sent by facsimile transmission.

7.2 Communications shall be deemed to have been received:

7.2.1 if sent by first-class post: 3 business days after posting exclusive of the day of posting;

7.2.2 if delivered by hand: on the day of delivery;

7.2.3 if sent by facsimile transmission: at the time of transmission.

7.3 Communications addressed to the Vendor and Purchaser shall be marked for the attention of the Company Secretary.

7.4 In proving service:

7.4.1 by delivery by hand: it shall be necessary only to produce a receipt for the communication signed by or on behalf of the addressee;

7.4.2 by post or facsimile transmission: it shall be necessary only to prove that the communication was contained in an envelope which was duly addressed and posted in accordance with this clause.

8. GENERAL

8.1 Entire Agreement

This Agreement constitutes the only agreement between the Vendor and the Purchaser with respect to the sale and purchase of the Business.

8.2 Amendment; Waiver

No amendment or modification of the terms of this Agreement shall be binding on either party unless in writing and signed by an authorised representative of both parties. The waiver by either party of any particular default by the other party shall not affect or impair the rights of the waiving party with respect to any subsequent default of the same or a different kind by the defaulting party; nor shall any delay or omission by either party to exercise any right arising from any default by the other party affect or impair any rights which the non-defaulting party may have with respect to the same or any future default.

8.3 Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective in such jurisdiction to the extent of such prohibition or unenforceability without affecting, impairing or invalidating the remaining provisions or the enforceability of this Agreement.

8.4 Beneficiaries

This Agreement is solely for the benefit of the parties and their respective affiliates, successors and permitted assigns and shall not confer upon any other person any remedy, claim, liability, reimbursement or other right in excess of those existing without reference to this Agreement.

9. LAW AND JURISDICTION

- 9.1 The construction, validity and performance of this Agreement shall be governed in all respects by English law.
- 9.2 The parties hereto submit to the exclusive jurisdiction of the English courts.

IN WITNESS whereof this Agreement has been duly signed for the parties on the date first written above.

Executed as a deed)
of JOHNSON MATTHEY)
PUBLIC LIMITED COMPANY)
acting by)

Janet
J. MATTHEY
Solicitor

[Signature]
.....
Director

[Signature]
.....
Director/Secretary

Executed as a deed)
of JOHNSON MATTHEY)
CERAMICS & MATERIALS)
LIMITED acting by)

Janet
J. MATTHEY
Solicitor

[Signature]
.....
Director

[Signature]
.....
Director/Secretary

Int. Cl.: 2

Prior U.S. Cl.: 16

United States Patent and Trademark Office
Renewal

Reg. No. 829,682
Registered June 6, 1967
OG Date Aug. 23, 1988

**TRADEMARK
PRINCIPAL REGISTER**

TRANS-OXIDE

HILTON DAVIS CHEMICAL CO.
(DELAWARE CORPORATION)
P. O. BOX 371801
2235 LANGDON FARM RD.
CINCINNATI, OH 452221801, ASSIGNEE
BY MESNE ASSIGNMENT AND
CHANGE OF NAME FROM STER-
LING DRUG INC. (DELAWARE COR-
PORATION) NEW YORK, NY

AND DECORATIVE COATINGS, IN
CLASS 16 (INT. CL. 2).

FIRST USE 5-16-1966; IN COMMERCE
5-16-1966.

SER. NO. 248,174, FILED 6-15-1966.

FOR PIGMENTS FOR USE IN THE
MANUFACTURE OF PROTECTIVE

*In testimony whereof I have hereunto set my hand
and caused the seal of The Patent and Trademark
Office to be affixed on Aug. 23, 1988.*

COMMISSIONER OF PATENTS AND TRADEMARKS