

01-22-2003

TRADEMARKS ONLY



102343262

Trademarks
r copy thereof.

TRADEMARKS ONLY

12-23-02

1. Name of Party(ies) conveying an interest:
ACMA Limited

2. Name and Address of Party(ies) receiving an interest:
Name: UNICHEMA CHEMIE BV

Address: Buurtje 1
2802 BF
Gouda, The Netherlands

OFFICE OF PUBLIC RECORDS
2002 DEC 23 AM 11:03
FINANCE SECTION

Entity:

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

Entity:

- Individual(s) Association
- Corporation – The Netherlands General Partnership Limited Partnership
- Other –

3. Interest Conveyed:

- Assignment Change of Name
- Merger
- Other –

Citizenship

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(The attached document must not be an assignment)

Execution Date – November 27, 2002

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s)

74/309200
74/111197

B. Trademark Registration No.(s)

5. Please mail documents back to:

Paul W. Kruse
Pillsbury Winthrop LLP
1600 Tysons Boulevard
McLean, Virginia 22102

6. Number of applications and registrations involved: 2

7. Amount of fee enclosed: \$65.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 90128 / 282239

C# M#

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.

Signature

Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet)	8
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74309200

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40.00 CH
25.00 CH

01 FC:6521
02 FC:6522

Attorney: Paul W. Kruse
Date: December 23, 2002
Atty/Sec: JRM:kjm

Tel: (703) 905-2145
Fax: (703) 905-2000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant Name: Unichema Chemie B.V.

Mark: SPECTRAVEIL and TIOVEIL

Ser. No. 74/309200 and 74/111197

Our Ref. No. 9012/282239

**POWER OF ATTORNEY
DESIGNATION OF REPRESENTATIVE**

The undersigned hereby appoints the attorneys named below of Pillsbury Winthrop LLP, P.O. Box 10500, McLean, Virginia 22102, (703) 905-2000, and all members of that firm and all other attorneys associated with that firm, to file this declaration, and to transact all business in the Patent and Trademark Office connected therewith. The undersigned further hereby designates Pillsbury Winthrop LLP, whose postal address is P.O. Box 10500, McLean, Virginia 22102, as a representative upon whom notices or processes affecting the mark may be served.

Please direct all communications to Paul W. Kruse at (703) 905-2120 or James R. Menker at (703) 905-2145.

Unichema Chemie B.V.

By:  _____

Name: Paul W. Kruse

Title: Applicant's Attorney

Date: December 23, 2002

DATED 26th August 2002

- (1) ACMA LIMITED
- (2) UNICHEMA CHEMIE B.V.

AGREEMENT TO ASSIGN TRADE MARKS

MAYER, BROWN, ROWE & MAW
11 Pilgrim Street
London EC4V 6RW

Tel: 020-7248 4282
Fax: 020-7782 8155

Ref: 259/23793.00096

AGREEMENT TO ASSIGN TRADE MARKS

DATE:

PARTIES:

- (1) **ACMA LIMITED** (formerly known as Tioxide Specialties Limited), a company incorporated in England and Wales (registered number 00531753) whose registered office is at 20 Manchester Square, London W1U 3AN (formerly of Imperial Chemical House, Millbank London SW1P 3JF) (the "**Assignor**");
- (2) **UNICHEMA CHEMIE BV** a company incorporated in the Netherlands whose registered office is Buurtje 1, 2802 BE, Gouda, the Netherlands (the "**Assignee**").

BACKGROUND:

- (A) The Assignor (in its current name or in a former name) is the registered proprietor of, or applicant for, the Trade Marks.
- (B) On 1 December 2001, the Assignor sold its "Solaveil" business to the Assignee and granted to it an irrevocable, perpetual, royalty-free licence to use certain intellectual property used in that business including the Trade Marks.
- (C) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out below.

IT IS NOW AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless the context otherwise requires:-

"**Consideration**" means the sum of £1.00 (ONE POUND STERLING) together with VAT if applicable;

"**Effective Date**" means the date of execution of this Agreement; and

"**Trade Marks**" means the registered trade marks and applications for trade marks set out in the Schedule.

1.2 The index and headings are included for convenience only and shall not affect the interpretation or construction of this Agreement.

1.3 References to Clauses or the Schedule are to clauses of or the schedule to this Agreement.

2. AGREEMENT TO ASSIGN

With effect from the Effective Date and in consideration of the payment of the Consideration by the Assignee to the Assignor (the receipt of which is hereby acknowledged by the Assignor), the Assignor agrees to assign to the Assignee all its right, title and interest in and to the Trade Marks together with any rights which the Assignor may have to sue for, and to recover any damages and other remedies in respect of, any infringement of the Trade Marks which relates to the period prior to the Effective Date.

3. FURTHER ASSURANCE

The Assignor will at all times at the request and reasonable cost of the Assignee execute all such instruments and do all such things as may be necessary or reasonably appropriate for the carrying out of this Agreement or to secure the vesting in the Assignee of the rights agreed to be assigned hereunder.

4. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English law and both parties agree irrevocably to submit to the exclusive jurisdiction of the English Courts to settle any disputes which may arise in connection with this Agreement.

5. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each of the parties has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

EXECUTION

The parties have shown their acceptance of the terms of this Agreement by executing it at the end of the Schedule.