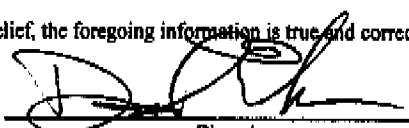


TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies): BASF Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - State of Delaware <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party (ies)</p> <p>Name: Honeywell International Inc. Internal Address: _____ Street Address: 101 Columbia Road City: Morristown State: NJ ZIP: 07962</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State of Delaware <input type="checkbox"/> Other _____</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: April 30, 2003</p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application number(s) or registration number(s) A. Trademark Application No.(s)</p> <p>See Attached Schedule A</p>	<p>B. Trademark Registration No. (s)</p> <p>See Attached Schedule A</p>
<p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: David A. Cohen Internal Address: _____ Honeywell International Inc. Street Address: 101 Columbia Road City: Morristown State: NJ ZIP: 07962</p>	<p>6. Total number of applications and registrations involved 28</p> <p>7. Total fees (37 CFR 3.41).....\$ 715.00</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>Deposit account number: 01-1125</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>

8. 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.

David A. Cohen  **6/9/03**
Name of Person Signing Signature Date

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

Mall documents to be recorded with required cover sheet information to:
Assistant Commissioner for Trademarks
BOX ASSIGNMENTS
2800 Crystal Drive
Arlington, VA 22202-3513

Schedule A

Trademarks For Assignment from BASF Corporation to Honeywell International Inc.

Mark	Status	App. No.	Reg. No.
6IX AGAIN	G	76/272361	2522671
6IX AGAIN and design	G	74/518379	1941755
6IX and design	G	74/518378	1941754
CHROMASCOPE	G	74/594228	2178758
COLORSTAY	G	74/662967	2137628
CREATE	G	72/446053	0995453
CREPESET	G	72/184418	0793442
ENVIRO6IX	F	75/864332	
FIBERS FOR EVERY WAY OF LIFE	G	73/632987	1476899
GOLDEN TOUCH	G	72/433676	0974398
PIXEL	G	74/613982	2024456
SAVANT (stylized)	G	76/104799	2595558
SHIMMEREEN	G	74/303365	1758407
SHIMMEREEN	G	75/420157	2225822
SHIMMEREEN and design	G	75/648542	2316669
SILKY TOUCH	G	74/005887	1608301
SILKY TOUCH	G	75/646372	2319327
SOLURE	F	78/232975	
SPORTOUCH	G	74/369135	1803283
ULTRA MICRO TOUCH	F	75/936007	
ULTRA MICRO TOUCH	G	75/461264	2552986
ULTRA TOUCH	G	75/034163	2068801
ZEFSPORT	G	73/546090	1377251
ZEFSTAT	G	72/445748	1000308
ZEFTRON	G	74/005889	1605624
ZEFTRON 2000	G	75/132402	2111887
ZEFTRON 2000	G	75/138230	2055558
ZEFWEAR	G	72/445780	1000309

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FIBERS INTELLECTUAL PROPERTY TRANSFER AND LICENSE AGREEMENT

THIS FIBERS INTELLECTUAL PROPERTY TRANSFER AND LICENSE AGREEMENT (this "Agreement") dated April 30, 2003, is among BASF Corporation, a Delaware corporation ("BASF"), BASF Aktiengesellschaft, a German corporation ("BASF AG") and Honeywell International Inc., a Delaware corporation ("Company").

WHEREAS BASF and Company have entered into an Asset Purchase Agreement dated January 13, 2003 ("Fibers APA"), whereby BASF and its Affiliates (including BASF AG) will sell, and Company and its Affiliates will purchase certain assets of the Business (all capitalized terms used and not defined herein are used as defined in the Fibers APA); and

WHEREAS the assets of the Business to be purchased include certain intellectual property rights, which are owned and/or held by BASF and/or BASF AG and/or their Affiliates;

THEREFORE AND IN CONSIDERATION OF the mutual covenants, rights and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and the sufficiency of which is hereby acknowledged, BASF, BASF AG and Company hereby agree as follows:

ARTICLE I - DEFINITIONS

1.1 *Definitions.* As used herein, the following terms have the following respective meanings set forth below:

BASF Party Assigned Agreements - means all of the BASF Party license, royalty or other agreements related to Proprietary Rights used or held for use solely in the FP Business, as identified in Schedule 1.1.

BASF Assigned Patents - means all of the BASF Patents used or held for use solely in the FP Business, as identified in Schedule 1.1(a).

BASF Assigned Trademarks - means all of the BASF registered trademarks, servicemarks and applications to register trademarks and servicemarks identified in Schedule 1.1(b), and all common law trademarks, trade dress, trade names and other source identifiers, including the goodwill associated with the foregoing and all rights therein provided by international treaties and conventions, used or held for use solely in the FP Business.

BASF Assigned Copyrights - means all of the BASF registered copyrights and applications for copyright identified in Schedule 1.1(c), and all other copyrights and

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rights therein provided by international treaties and conventions, used or held for use solely in the FP Business.

BASF Party Assigned Fiber Know-How - means all of the BASF Party know-how used or held for use solely in the FP Business and not having utility outside of the FP Business, which includes without limitation trade secrets and invention records existing as of the Effective Date, including those invention records identified in Schedule 1.1(d).

BASF Party Licensed Fiber Know-How - means all of the BASF Party know-how used or held for use in the FP Business but having utility outside the FP Business.

BASF Polymer Know-How - means all of the BASF know-how used or held for use at the Polymerization Facilities for NP Business, which includes without limitation technology developed or in development, trade secrets and invention records existing as of the Effective Date, including those invention records identified in Schedule 1.1(e).

BASF Licensed Patents - means all of the BASF Patents as identified in Schedule 1.1(f).

BASF AG Assigned Patents - means all of the BASF AG Patents used or held for use solely in the FP Business, as identified in Schedule 1.1(g).

BASF AG Assigned Trademarks - means all of the BASF AG registered trademarks, servicemarks and applications to register trademarks and servicemarks identified in Schedule 1.1(h), common law trademarks, trade dress, trade names, and other source identifiers, including the goodwill associated with the foregoing and all rights therein provided by international treaties and conventions, used or held for use solely in the FP Business.

BASF AG Assigned Copyrights - means all of the BASF AG registered copyrights and applications for copyrights as identified in Schedule 1.1(i) and all other copyrights and rights therein provided by international treaties and conventions, used or held for use solely in the FP Business.

BASF Party N-Polymer Licensed Patents - means the BASF Party Patents covering N-Polymer including those identified in Schedule 1.1(j).

BASF AG Polymer Know-How - means all of the BASF AG know-how used or held for use at the Polymerization Facilities in NP Business, which includes without limitation technology developed or in development, trade secrets and invention records existing as of the Effective Date and including those invention records identified in Schedule 1.1(k).

BASF AG Licensed Patents - means all of the BASF AG Patents as identified in Schedule 1.1(l).

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BASF Party- means BASF AG or its Affiliates operating the FP Business or the NP Business as of the Effective Date.

BASF Party Existing N-Polymer Know-How - means all of the BASF Party know-how used by a BASF Party on the Effective Date to make and/or use N-Polymer, including without limitation, additive recipes, sources for additives, methods of addition, specification of required equipment to make and use, as well as operating conditions of the required equipment.

BASF Entity Future Polymers – means polyamide-6 N-Polymer and extensions of, improvements to or replacements of any polyamide-6 spinning polymer or polyamide-6 spinning polymer products produced or used at BHYN, the Anderson Site, the Amprior Site, the Clemson Site, or the Enka Site, as of the Effective Date which are, in each case, (i) first sold by BASF AG and/or its Affiliates in NAFTA no later than the third anniversary of the Effective Date and (ii) conceived by BASF AG and/or its Affiliates prior to the Effective Date as documented in BASF AG's and/or its Affiliate's written records.

Business – means the FP Business and the NP Business conducted by BASF and its Affiliates.

CL Agreement - means that agreement dated April 15, 2003, entered into between BASF AG and Clariant International Ltd (jointly and severally with its Affiliates "Clariant") through which BASF AG and Clariant mutually agree (among other things) not to assert against each other certain patents related to N-Polymer or precursors thereto.

Effective Date - means the Closing Date as defined in the Fibers APA.

FP Products- means products which are carpet or textile fibers (including, without limitation, automotive headliner fibers) manufactured from Thermoplastic Polymers or products made from such fibers, but in each case excluding (i) fibers made from super absorbent polymer, (ii) industrial fibers and (iii) products made from the fibers of (i) and (ii).

FP Business - means the research and development, manufacture, use, sale and distribution of FP Products.

NAFTA - means those countries that are, as of the Effective Date, members of the North American Free Trade Agreement.

Party or Parties -means BASF, BASF AG, Company or any two or all of them as appropriate in the context.

Patents – means filed patent applications, including provisional applications, continuations, continuation-in-part applications, divisional applications, and re-

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examination applications, statutory invention registrations, all patents granted pursuant thereto including reissues, re-examinations or rights granting a similar scope of exclusivity, such as supplemental protection certificates, all inventions claimed therein, and all rights therein provided by international treaties and conventions.

N-Polymer - means polyamide spinning polymer stabilized against heat and light degradation by polymerizing polyamide-forming monomers in the presence of a hindered piperidine such that the hindered piperidine binds to the polyamide.

NP Products - means products manufactured at the Polymerization Facilities comprised primarily of polyamide homo- or copolymers (including graft copolymers).

NP Business - means the research and development (excluding research and development to the extent not conducted at the Polymerization Facilities), manufacture, use, sale and distribution of NP Products.

Polymerization Facilities - means (i) the polymerization facilities located at the Arnprior Site, the Clemson Site and the Enka Site, (ii) the depolymerization facility located at the Arnprior Site and (iii) the polyamide blending line located at the Arnprior Site.

Pre-existing Licenses - means those agreements identified in Schedule 1.1(m) to this Agreement.

Settlement Agreement - means the Interference Settlement, Assignment of Patent and License Agreement between the Parties which bears the effective date of March 31, 1999.

Supply Agreement - means the Polymer and Caprolactam Swap and Sale Agreement as further defined in the Fibers APA.

Territory - means all countries of the world.

Thermoplastic Polymers - means polyamide homo- or copolymers (including graft copolymers) or blends thereof with other thermoplastic polymers, thermoplastic polyesters or blends thereof with other thermoplastic polymers, all of which are melt-processable.

1.2 *References, Usage.* The word "including" shall be deemed to be followed by the words "without limitation" whether or not so stated. Unless otherwise expressly provided, all references to "Articles" or "Sections" are to Articles or Sections of this Agreement and all references to "Schedules" are to the exhibits attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II - ASSIGNMENT

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2.1 Assignment by BASF Parties. BASF and BASF AG hereby assign to Company, subject to the Pre-existing Licenses, their entire respective right, title and interest in and to the following:

- (a) the BASF Assigned Patents, the BASF AG Assigned Patents and the BASF Party Assigned Fiber Know-How;
- (b) the BASF Assigned Trademarks and the BASF AG Assigned Trademarks;
- (c) the BASF Assigned Copyrights and the BASF AG Assigned Copyrights; and
- (d) the BASF Party Assigned Agreements, subject to the provisions of Section 2.1 of the Fibers APA.

2.2 Prior Infringement. The assignments under Section 2.1 include the rights to sue or recover and retain damages and costs and attorney's fees for past, present, and future infringement, dilution, misappropriation or other violations.

ARTICLE III – GRANT

3.1 BASF Grant. BASF hereby grants the following licenses to Company and its Affiliates subject to the Pre-existing Licenses:

- (a) a royalty-free, exclusive license, with the right to sublicense, under BASF Licensed Patents and BASF Party Licensed Fiber Know-How, in the Territory, to develop, make, have made, use, offer for sale, sell and import FP Products, which (for the avoidance of doubt) shall not be exclusive with respect to recycling and/or depolymerizing FP Products ;
- (b) a royalty-free, non-exclusive license, with the right to sublicense, under BASF Licensed Patents and BASF Polymer Know-How, in the Territory, to develop, make, have made, use, offer for sale, sell and import NP Products; and
- (c) a royalty-free, non-exclusive license, without the right to sublicense (except as expressly provided in this Agreement), under BASF Party N-Polymer Patents and BASF Party Existing N-Polymer Know-How:
 - (i) to use N-Polymer pellets or chips supplied to Company by BASF or its Affiliates solely for Company's internal consumption to make textile fiber and solution-dyed carpet fiber in Company's own manufacturing facilities and to make white nylon fiber at Company's Shanghai, China facility and, in the Territory, to offer for sale and sell the FP Products so made, provided that if BASF declares Force Majeure under the Supply Agreement then BASF shall permit Company to source N-Polymer from any source (including importing N-Polymer from sources outside NAFTA) until such Force Majeure is no longer effective;
 - (ii) in NAFTA, to develop, make, have made (i.e., to sublicense for toll manufacturing purposes), use, offer for sale and sell N-Polymer whether in chip, pellet or FP Product form and to export N-Polymer from NAFTA to BHYN for BHYN's use to make, use, offer for sale and sell FP Products in the Territory;
 - (iii) in the Territory, to make N-Polymer for Company's internal consumption to make FP Products, and to offer for sale, sell and import these FP Products in NAFTA; and
 - (iv) for the avoidance of doubt, to permit Company's customers to use, sell and offer for sale in the Territory FP Products that are purchased from Company or

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IN WITNESS WHEREOF, the Parties have executed this Agreement as shown below.

BASF CORPORATION

BASF AKTIENGESELLSCHAFT

By: 

Name: Paul Garstka

Title: Vice President

By: 

Name: Robert Maerkl

Title: Authorized Signatory

HONEYWELL INTERNATIONAL INC.

By: 

Name: John M. Quitmeyer

Title: Authorized Signatory

Spin_-_Fibers_IPTLA_Final.DOC

SCHEDULE 1.1(b)
BASF ASSIGNED TRADEMARKS

TrademarkName	App No.	Pub. No.	Reg. No.	Status	Country	FilingDate	PubDate	RegDate	NextRenewalDate	Class	ClientName	AgentName	AgentRef	Owner
ZEFTRON	840166		840166	Registered	South Africa	14-Nov-1994		14-Nov-1994	14-Nov-2004	27	Fluon Global Business Unit			BASF CORPORATION
ZEFTRON	1319348		1319348	Registered	Spain	14-Nov-1994		15-Nov-1994	15-Nov-2007	23	Fluon Global Business Unit			BASF CORPORATION
ZEFTRON	8708123		230449	Registered	Sweden	19-Oct-1987		08-Feb-1991	16-Feb-2001	23	Fluon Global Business Unit			BASF CORPORATION
ZEFTRON	6728		363908	Registered	Switzerland	21-Oct-1987		21-Oct-1988	21-Oct-2007	23	Fluon Global Business Unit			BASF CORPORATION
ZEFTRON	7664937		416314	Registered	Taiwan	19-Nov-1987		01-Oct-1988	01-Oct-1998	23	Fluon Global Business Unit			BASF CORPORATION
ZEFTRON	1148207		1148207	Registered	United Kingdom	14-Feb-1981		14-Feb-1981	14-Feb-2002	23	Fluon Global Business Unit			BASF CORPORATION
ZEFTRON	1148205		1148205	Registered	United Kingdom	14-Feb-1981		14-Feb-1981	14-Feb-2002	23	Fluon Global Business Unit			BASF CORPORATION
ZEFTRON	1148209		1148209	Registered	United Kingdom	14-Feb-1981		14-Feb-1981	14-Feb-2002	23	Fluon Global Business Unit			BASF CORPORATION
ZEFTRON	74-065,591		1605624	Registered	US	10-Jul-1990		10-Jul-1990	10-Jul-2010	23	Fluon Global Business Unit			BASF CORPORATION
ZEFTRON	73-399,444		1203071	Cancelled	US	25-Nov-1989		01-Oct-1993	01-Oct-2003	23	Fluon Global Business Unit			BASF CORPORATION
ZEFTRON 2000	863169	43-3274	863169	Registered	Canada	27-May-1998		15-Sep-1998	15-Sep-2013	023, 027	Fluon Global Business Unit	GOWLING		BASF CORPORATION
ZEFTRON 2000	75-152,402		211187	Registered	US	11-Jul-1996		11-Jul-1997	11-Aug-2007	23	Fluon Global Business Unit			BASF CORPORATION
ZEFTRON 2000	75-154,210		268358	Registered	US	11-Jul-1996		22-Apr-1999	22-Apr-2007	23	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	1674296		1314692	Registered	Argentina	06-Dec-1984		12-Apr-1989	12-Apr-1999	27	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	4389,243		4389,243	Registered	Australia	24-Mar-1982		24-Mar-1983	29-Mar-2004	27	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	3786653		4990172	Registered	Brazil	19-Oct-1981		19-Oct-1981	19-Oct-2008	27	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	3380487		3078460	Registered	Canada	20-Nov-1972		27-Jun-1995	27-Jun-2005	27	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	1204489		114801	Registered	China	11-Oct-1988		17-Jun-1989	17-Jun-1999	23	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	294183		132560	Registered	Colombia	24-Oct-1988		06-Aug-1996	06-Aug-2006	23	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	734874		9821792	Registered	Denmark	24-Oct-1988		07-Feb-1992	07-Feb-2002	23	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	653974		112114	Registered	France	19-Oct-1988		05-Nov-1991	05-Jun-2001	23	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	963928		1496710	Registered	France	11-Oct-1988		11-Mar-1988	11-Mar-2008	23	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	2410287		924764	Registered	Germany	26-Sep-1973		26-Sep-1973	26-Sep-2003	23, 21, 27	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	151095		827001992	Registered	Hong Kong	23-Oct-1988		23-Oct-1988	23-Oct-2009	23	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	499860		499860	Registered	India	23-Oct-1988		23-Oct-1988	23-Oct-2009	23	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	313928		133471	Registered	Ireland	21-Nov-1988		17-Nov-1991	17-Nov-2010	23	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	70681		70681	Registered	Ireland	21-Nov-1988		17-Nov-1991	17-Nov-2010	23	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	37441078		37441078	Registered	Italy	17-Oct-1988		29-Mar-1991	29-Mar-2010	23	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	1216874		2394020	Registered	Japan	17-Oct-1988		24-Sep-1989	24-Sep-2009	23	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	199009		179315	Registered	Japan	17-Oct-1988		23-Dec-1993	23-Dec-2011	23	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	882016		199860	Registered	Korea, Republic of	15-Feb-1990		09-Aug-1990	09-Aug-2010	23	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	8679428		8679428	Registered	New Zealand	02-Nov-1988		29-Aug-1988	29-Aug-2008	23	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	8410162-4		8410162-4	Registered	Norway	24-Oct-1988		24-Oct-1988	24-Oct-2008	27	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	1,283,247		1,283,247	Registered	South Africa	18-Nov-1988		01-Mar-1990	01-Mar-2010	23	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	81-06941		230134	Registered	Spain	20-Oct-1988		20-Oct-1988	20-Oct-2001	23	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	7518784		7518784	Registered	Sweden	20-Oct-1988		20-Oct-1988	20-Oct-2008	23	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	1070402		1070402	Registered	Switzerland	20-Oct-1988		20-Oct-1988	20-Oct-2008	23	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	4113243		132243	Registered	United Kingdom	06-Feb-1974		04-Dec-1974	04-Dec-2003	27	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR	73-443,280		1400309	Registered	United Kingdom	04-Feb-1969		04-Feb-1969	04-Feb-2006	23	Fluon Global Business Unit			BASF CORPORATION
ZEFWEAR			1400309	Registered	US	11-Mar-1973		24-Dec-1974	24-Dec-2004	27	Fluon Global Business Unit			BASF CORPORATION

*BASF selling by beczewo

Scht. 1(b) BASF Assigned Trademarks @ 04/29/03 Final

SCHEDULE 1.1(h)
 BASF AG ASSIGNED TRADEMARKS

TrademarkName	App No.	Pub. No.	Reg. No.	Status	Country	FilingDate	PubDate	RegDate	NextRenewalDate	Class	AgentName	AgentRef
ZEFTRON	950164636		1037734	Registered	China	27-Dec-1995		21-Jul-1997	21-Jul-2007	27		
ZEFTRON	950164634		1039799	Registered	China	27-Dec-1995		28-Jun-1997	28-Jun-2007	23		
ZEFTRON	950164633		1033690	Registered	China	27-Dec-1995		21-Jun-1997	21-Jun-2007	22		

Sch1.1(h)BASFAGAssignedTrademarks@041703Final
 04/29/2003