


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: <u>Honeywell International Inc.</u> Internal Address: _____ Street Address: <u>101 Columbia Road</u> City: <u>Morristown</u> State: <u>NJ</u> ZIP: <u>07962</u></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>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (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>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: <u>April 30, 2003</u></p>	<p>4. Application number(s) or registration number(s) A. Trademark Application No.(s) <u>76/509, 748</u></p> <p>B. Trademark Registration No. (s)</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: <u>David A. Cohen</u> Internal Address: _____ <u>Honeywell International Inc.</u> Street Address: <u>101 Columbia Road</u> City: <u>Morristown</u> State: <u>NJ</u> ZIP: <u>07962</u></p>	<p>6. Total number of applications and registrations involved <u>1</u></p> <p>7. Total fees (37 CFR 3.41).....\$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>Deposit account number: <u>01-1125</u></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  7/9/03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Assistant Commissioner for Trademarks
BOX ASSIGNMENTS
2900 Crystal Drive
Arlington, VA 22202-3513

CH \$40.00 011125 76509748

April 29, 2003

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

April 29, 2003

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).

April 29, 2003

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 Arnprior 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-

April 29, 2003

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

April 29, 2003

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

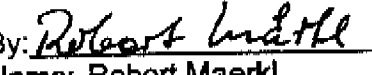
April 29, 2003

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

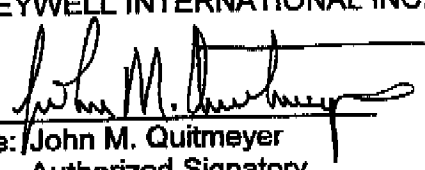
BASF CORPORATION

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

SCHEDULE 1.1(f)
BASF ASSIGNED TRADEMARKS

TrademarkName	App No.	Pub. No.	Reg. No.	Status	Country	FilingDate	PubDate	RegDate	NextRenewalDate	Class	ClientName	AgentName	AgentRef	Owner
6K & DESIGN	231693		417895	Registered	Canada	06-Jul-1994		01-Sep-1995	01-Sep-2018	24, 27	Film Global Business Unit	GOEWLING	06-659195CA	BASF CORPORATION
6K ACORN	104876			Pending	Canada	20-May-2001				40	Film Global Business Unit	GOEWLING		BASF CORPORATION
6K ACORN & DESIGN	16272261		2322651	Registered	US	17-Feb-2001		25-Dec-2001	25-Dec-2011	40	Film Global Business Unit	GOEWLING		BASF CORPORATION
6K ACORN & DESIGN	238692		447094	Registered	Canada	06-Jul-1994		01-Sep-1995	01-Sep-2011	40	Film Global Business Unit	GOEWLING		BASF CORPORATION
6K ACORN & Design	74-518,379		1941155	Registered	US	28-Apr-1994		03-Jun-1997	03-Jun-2007	40	Film Global Business Unit	WATERMARK		BASF CORPORATION
6K ACORN DESIGN	238174		738174	Registered	Australia	03-Jun-1997		03-Jun-1997	03-Jun-2007	40	Film Global Business Unit	WATERMARK		BASF CORPORATION
6K ACORN DESIGN	621378		611378	Registered	New Zealand	21-Aug-2000		21-Aug-2000	21-Aug-2007	24, 27	Film Global Business Unit	WATERMARK		BASF CORPORATION
6K & Design	74-518,378		1941154	Registered	US	28-Apr-1994		03-Jun-1997	03-Jun-2007	23	Film Global Business Unit	WATERMARK		BASF CORPORATION
6K DESIGN	631379		731379	Registered	Australia	03-Jun-1997		03-Jun-1997	03-Jun-2007	23	Film Global Business Unit	WATERMARK		BASF CORPORATION
6K ENCORE and Design	768280		435822	Registered	New Zealand	21-Aug-2000		21-Aug-2000	21-Aug-2007	23	Film Global Business Unit	WATERMARK		BASF CORPORATION
CHROMASCOPY	74-594,228		217872	Registered	US	27-Nov-1995	17-Jun-1996	04-Aug-1994	04-Aug-2008	02, 03, 05, 07	Film Global Business Unit	GOEWLING		BASF CORPORATION
COLORSTAY	731298		217873	Registered	US	02-Nov-1994		04-Aug-1994	04-Aug-2008	02, 03, 05, 07	Film Global Business Unit	GOEWLING		BASF CORPORATION
COLORSTAY	596266		751264	Registered	Australia	02-Nov-1994		04-Aug-1994	04-Aug-2008	21, 21, 24	Film Global Business Unit	WATERMARK		BASF CORPORATION
COLORSTAY	884594			Abandoned	Brazil	31-Feb-1996				21, 21, 24	Film Global Business Unit	GOEWLING	06-637913CA	BASF CORPORATION
COLORSTAY	2193716			Registered	Canada	18-Apr-1995				21, 21, 24	Film Global Business Unit	GOEWLING		BASF CORPORATION
COLORSTAY	74-662,967		217872	Registered	US	15-Jun-1973		08-Dec-1974	08-Dec-2004	3, 5	Film Global Business Unit	JOHNS		BASF CORPORATION
CREATE	74-466,033		595453	Registered	US	01-Feb-1990		26-Apr-1991	26-Apr-2006	3, 5	Film Global Business Unit	GOEWLING		BASF CORPORATION
CREWEST	689299		703639	Registered	Canada	13-Jan-1984		25-Jul-1983	25-Jul-2003	23	Film Global Business Unit	GOEWLING		BASF CORPORATION
CREWEST	7184418		791843	Registered	US	10-Dec-1999		21-Mar-2001		23	Film Global Business Unit	GOEWLING		BASF CORPORATION
ENTOMARK	1029184			Published	Canada	06-Dec-1999	21-Mar-2001			23	Film Global Business Unit	GOEWLING	06-62635CA	BASF CORPORATION
ENTOMARK	74-440,932			Published	US	06-Dec-1999	18-Jul-2000			23	Film Global Business Unit	GOEWLING		BASF CORPORATION
EVERY WAY OF	216669		147689	Registered	US	24-Nov-1986		16-Feb-1988	16-Feb-2008	22	Film Global Business Unit	GOEWLING		BASF CORPORATION
GOLDEN TOUCH	71-669,456		232313	Registered	Canada	13-May-1972		21-Jul-1978	28-Jul-2008	22	Film Global Business Unit	GOEWLING		BASF CORPORATION
GOLDEN TOUCH	74-443,866		674894	Registered	US	24-Aug-1992		04-Dec-2003		22	Film Global Business Unit	GOEWLING		BASF CORPORATION
MATRINSE	74-443,863		192811	Cancelled	US	01-Oct-1991		07-Nov-1993	07-Nov-2003	23	Film Global Business Unit	GOEWLING		BASF CORPORATION
MATRINSE	74-443,863		192894	Cancelled	US	01-Oct-1991		26-Nov-1993	26-Nov-2003	23	Film Global Business Unit	GOEWLING		BASF CORPORATION
PIXEL	74-613,922		202456	Registered	US	30-Dec-1994		17-Feb-1996	17-Feb-2006	27	Film Global Business Unit	GOEWLING		BASF CORPORATION
SAVANT	1089104			Pending	Canada	16-Jun-2001				23	Film Global Business Unit	GOEWLING		BASF CORPORATION
SAVANT	2281318			Registered	EC	23-Jun-2001				23	Film Global Business Unit	GOEWLING		BASF CORPORATION
SAVANT	464815		694204	Registered	Mexico	21-Jan-2001	31-Oct-2006	21-Apr-2001	31-Jan-2011	21	Film Global Business Unit	BASHAM RINCE Y CORREA	31-0649113	BASF CORPORATION
SAVANT	75-941,244			Abandoned	Mexico	19-Mar-2009				21	Film Global Business Unit	BASHAM RINCE Y CORREA		BASF CORPORATION
SAVANT	1089146			Pending	US	16-Jun-2001				21	Film Global Business Unit	GOEWLING		BASF CORPORATION
SAVANT (STYLED)	2095448			Registered	EC	07-Aug-2000	29-May-2001	16-Jul-2002	16-Jul-2012	21	Film Global Business Unit	GOEWLING		BASF CORPORATION
SAVANT (STYLED)	7070479		2193558	Registered	US	31-Jan-2001		31-Jul-2001	31-Jul-2011	21	Film Global Business Unit	BASHAM RINCE Y CORREA	35-0030166	BASF CORPORATION
SAVANT AND DESIGN	468266			Registered	Mexico	24-Jul-1992		24-Jul-1992	24-Jul-1999	21	Film Global Business Unit	BASHAM RINCE Y CORREA		BASF CORPORATION
SHIMMERBLEN	878269		4183263	Registered	Australia	09-Apr-1999		01-Sep-1999	01-Sep-2019	22	Film Global Business Unit	GOEWLING		BASF CORPORATION
SHIMMERBLEN	709717		446903	Registered	Canada	24-Jul-1992		01-Sep-1999	01-Sep-2019	22	Film Global Business Unit	GOEWLING		BASF CORPORATION
SHIMMERBLEN	370611		608797	Registered	Mexico	09-Apr-1999		30-Apr-1999	30-Apr-2009	22	Film Global Business Unit	BASHAM RINCE Y CORREA	32-0031914	BASF CORPORATION
SHIMMERBLEN	370633		608797	Registered	Mexico	09-Apr-1999		30-Apr-1999	30-Apr-2009	22	Film Global Business Unit	BASHAM RINCE Y CORREA	32-0031915	BASF CORPORATION
SHIMMERBLEN	74-303,363		641532	Registered	Mexico	09-Apr-1999		21-Feb-2000	05-Apr-2009	24	Film Global Business Unit	BASHAM RINCE Y CORREA	32-0031916	BASF CORPORATION
SHIMMERBLEN	74-303,363		1758407	Registered	US	13-Aug-1992		16-Mar-1993	16-Mar-2013	22	Film Global Business Unit	BASHAM RINCE Y CORREA		BASF CORPORATION
SHIMMERBLEN	75-420,157		2251422	Registered	US	20-Jan-1998		27-Feb-1999	23-Feb-2009	24	Film Global Business Unit	GOEWLING		BASF CORPORATION
SHIMMERBLEN & Design	1621462			Pending	Canada	03-Jul-1999		01-Dec-1998		21	Film Global Business Unit	GOEWLING		BASF CORPORATION
SHIMMERBLEN AND DESIGN	320632		614914	Registered	Mexico	09-Apr-1999		22-Jan-1999	09-Apr-2009	22	Film Global Business Unit	BASHAM RINCE Y CORREA	32-0031981	BASF CORPORATION
SHIMMERBLEN AND DESIGN	370628		617253	Registered	Mexico	09-Apr-1999		30-Jan-1999	05-Apr-2009	23	Film Global Business Unit	BASHAM RINCE Y CORREA	32-0031982	BASF CORPORATION
SHIMMERBLEN AND DESIGN	370614		613453	Registered	Mexico	09-Apr-1999		31-May-1999	09-Apr-2009	24	Film Global Business Unit	BASHAM RINCE Y CORREA	32-0031983	BASF CORPORATION
SHIMMERBLEN AND DESIGN	370616		3116649	Registered	US	23-Feb-1999		16-Nov-1999		21	Film Global Business Unit	GOEWLING		BASF CORPORATION
SHIMMERBLEN AND DESIGN	75-444,542		2316649	Registered	US	24-Jul-1990		28-Sep-1994	28-Sep-2014	23	Film Global Business Unit	GOEWLING		BASF CORPORATION
SHIMMERBLEN AND DESIGN	496659		291435	Registered	Canada	09-Apr-1999		28-Feb-1999		23	Film Global Business Unit	GOEWLING		BASF CORPORATION
SELKY TOUCH	370610		666463	Registered	Mexico	09-Apr-1999		28-Feb-2000	09-Apr-2009	22	Film Global Business Unit	BASHAM RINCE Y CORREA	32-0031987	BASF CORPORATION
SELKY TOUCH	370614			Registered	Mexico	09-Apr-1999		28-Feb-2000	09-Apr-2009	22	Film Global Business Unit	BASHAM RINCE Y CORREA	32-0031988	BASF CORPORATION
SELKY TOUCH	370617			Pending	Mexico	09-Apr-1999				22	Film Global Business Unit	BASHAM RINCE Y CORREA	32-0031989	BASF CORPORATION
SELKY TOUCH	74-331,463		1745669	Cancelled	US	08-Apr-1994				24	Film Global Business Unit	BASHAM RINCE Y CORREA		BASF CORPORATION
SELKY TOUCH	74-003,887		1406801	Registered	US	29-Nov-1989		26-Jan-1993	26-Jan-2003	22	Film Global Business Unit	BASHAM RINCE Y CORREA		BASF CORPORATION
SELKY TOUCH	75-446,372		2119317	Registered	US	22-Feb-1999		15-Feb-2000	15-Feb-2010	22	Film Global Business Unit	BASHAM RINCE Y CORREA		BASF CORPORATION
SPORTOUCH	74-589,135		1807383	Registered	US	19-Mar-1991		08-Mar-1993	08-Mar-2003	22	Film Global Business Unit	BASHAM RINCE Y CORREA		BASF CORPORATION
ULTRA MICRO TOUCH	1053519			Pending	Canada	09-Apr-2000				22, 23	Film Global Business Unit	GOEWLING	06-631098CA	BASF CORPORATION
ULTRA MICRO TOUCH	420339		678351	Registered	Mexico	11-Apr-2000		27-Apr-2000	11-Apr-2010	24	Film Global Business Unit	BASHAM RINCE Y CORREA	32-0031990	BASF CORPORATION
ULTRA MICRO TOUCH	420340		678352	Registered	Mexico	11-Apr-2000		27-Apr-2000	11-Apr-2010	24	Film Global Business Unit	BASHAM RINCE Y CORREA	32-0031991	BASF CORPORATION
ULTRA MICRO TOUCH	420342		678353	Registered	Mexico	11-Apr-2000		27-Apr-2000	11-Apr-2010	24	Film Global Business Unit	BASHAM RINCE Y CORREA	32-0031992	BASF CORPORATION
ULTRA MICRO TOUCH	2520286			Registered	US	03-Apr-1998		26-Mar-2000	26-Mar-2012	24	Film Global Business Unit	MEYON A-VANDENHEVE P.C.	977-10115	BASF CORPORATION
ULTRA MICRO TOUCH	75-614,264			Pending	US	06-Mar-2000				22, 23, 24	Film Global Business Unit	GOEWLING		BASF CORPORATION
ULTRA MICRO TOUCH	75-614,007			Pending	US	06-Mar-2000				24	Film Global Business Unit	GOEWLING		BASF CORPORATION
ULTRA TOUCH	1011942			Pending	Canada	15-Apr-1999				24	Film Global Business Unit	BASHAM RINCE Y CORREA	32-0031994	BASF CORPORATION
ULTRA TOUCH	3298112			Pending	Mexico	09-Apr-1999				22	Film Global Business Unit	BASHAM RINCE Y CORREA	32-0031995	BASF CORPORATION
ULTRA TOUCH	370615			Pending	Mexico	09-Apr-1999				23	Film Global Business Unit	BASHAM RINCE Y CORREA	32-0031996	BASF CORPORATION
ULTRA TOUCH	370617			Pending	Mexico	09-Apr-1999				24	Film Global Business Unit	BASHAM RINCE Y CORREA	32-0031997	BASF CORPORATION
ULTRA TOUCH	370618			Pending	Mexico	09-Apr-1999				24	Film Global Business Unit	BASHAM RINCE Y CORREA	32-0031998	BASF CORPORATION
ULTRA TOUCH	71-723,542		1340565	Cancelled	US	29-Apr-1981				23	Film Global Business Unit	BASHAM RINCE Y CORREA		BASF CORPORATION

Sch 1.1(f) BASF Assigned Trademarks 04/28/03 Final
4/28/03

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
ZEPHON	84/0166		1319318	Registered	South Africa	16-Nov-1984		16-Nov-1984	16-Nov-2004	21	Floro Global Business Unit			BASF CORPORATION
ZEPHON	170918		230649	Expired	Spain	18-Nov-1987		18-Nov-1987	18-Nov-2007	21	Floro Global Business Unit			BASF CORPORATION
ZEPHON	8708123		328298	Registered	Spain	21-Oct-1987		21-Oct-1988	21-Oct-2007	22	Floro Global Business Unit			BASF CORPORATION
ZEPHON	628		328298	Registered	Spain	21-Oct-1987		21-Oct-1988	21-Oct-2007	22	Floro Global Business Unit			BASF CORPORATION
ZEPHON	1658397		416114	Expired	Thailand	18-Nov-1987		18-Nov-1988	18-Nov-2008	22	Floro Global Business Unit			BASF CORPORATION
ZEPHON	114807		154807	Registered	United Kingdom	14-Feb-1981		14-Feb-1981	14-Feb-2002	22	Floro Global Business Unit			BASF CORPORATION
ZEPHON	114806		154806	Registered	United Kingdom	14-Feb-1981		14-Feb-1981	14-Feb-2002	22	Floro Global Business Unit			BASF CORPORATION
ZEPHON	114809		154809	Registered	United Kingdom	14-Feb-1981		14-Feb-1981	14-Feb-2002	22	Floro Global Business Unit			BASF CORPORATION
ZEPHON	74-065,891		1685024	Registered	US	29-Sep-1989		29-Sep-1989	30-Jun-2010	21	Floro Global Business Unit			BASF CORPORATION
ZEPHON	72-358,484		1253011	Cancelled	US	24-Nov-1983		24-Nov-1983	01-Oct-2000	21	Floro Global Business Unit			BASF CORPORATION
ZEPHON 2000	14,173,482	45-3274	853109	Registered	Canada	04-Dec-1997	27-Aug-1998	15-Sep-1998	15-Sep-2013	621, 007	Floro Global Business Unit	GOWLING		BASF CORPORATION
ZEPHON 2000	71,118,230		2111887	Registered	US	11-Jul-1996	19-Aug-1997	11-Nov-1997	11-Nov-2007	250237	Floro Global Business Unit			BASF CORPORATION
ZEPHON 2000	1570396		2033338	Registered	US	11-Jul-1996	28-Feb-1997	23-Apr-1999	23-Apr-2007	250237	Floro Global Business Unit			BASF CORPORATION
ZEPHON	4372542		1541692	Expired	Argentina	06-Dec-1984		12-Apr-1989	12-Apr-1999	33	Floro Global Business Unit			BASF CORPORATION
ZEPHON	320683		AJ992493	Registered	Austria	24-Mar-1983		24-Mar-1983	24-Mar-2004	27	Floro Global Business Unit			BASF CORPORATION
ZEPHON	320683		490072	Registered	Austria	19-Oct-1988		19-Oct-1988	19-Oct-2008	27	Floro Global Business Unit			BASF CORPORATION
ZEPHON	120449		207646	Registered	Bosnia	20-Nov-1972		27-Jun-1975	27-Jun-2003	27	Floro Global Business Unit			BASF CORPORATION
ZEPHON	290347		318801	Expired	Chile	26-Oct-1988		17-Jan-1989	17-Jan-1999	23	Floro Global Business Unit			BASF CORPORATION
ZEPHON	790298		337569	Registered	Colombia	26-Oct-1988		06-Aug-2006	06-Aug-2006	33	Floro Global Business Unit			BASF CORPORATION
ZEPHON	463098		112114	Registered	Denmark	24-Oct-1988		07-Feb-1992	07-Feb-2002	23	Floro Global Business Unit			BASF CORPORATION
ZEPHON	964981		1498710	Registered	Finland	19-Oct-1988		03-Jun-1991	03-Jun-2001	23	Floro Global Business Unit			BASF CORPORATION
ZEPHON	2810027		634764	Registered	France	11-Mar-1981		11-Mar-1981	11-Mar-2008	23	Floro Global Business Unit			BASF CORPORATION
ZEPHON	15189		337569	Registered	Germany	26-Sep-1977		26-Sep-2003	26-Sep-2003	23	Floro Global Business Unit			BASF CORPORATION
ZEPHON	499668		499668	Expired	Hong Kong	07-Jun-1989		07-Jun-1989	07-Jun-2010	23	Floro Global Business Unit			BASF CORPORATION
ZEPHON	70481		132471	Registered	India	23-Oct-1988		23-Oct-1988	23-Oct-1995	23	Floro Global Business Unit			BASF CORPORATION
ZEPHON	37441278		511257	Registered	Israel	21-Oct-1982		31-Mar-1992	31-Mar-2009	23	Floro Global Business Unit			BASF CORPORATION
ZEPHON	1234474		2394000	Registered	Italy	31-Oct-1988		17-Mar-1991	17-Mar-2008	23	Floro Global Business Unit			BASF CORPORATION
ZEPHON	196209		17933	Registered	Japan	31-Oct-1988		26-Mar-1991	26-Mar-2009	23	Floro Global Business Unit			BASF CORPORATION
ZEPHON	3079498		142431	Registered	Korea, Republic of	15-Feb-1990		22-Sep-1991	22-Sep-2009	23	Floro Global Business Unit			BASF CORPORATION
ZEPHON	8470165-8		8470498	Registered	Norway	03-Nov-1981		09-Apr-1990	09-Apr-2018	23	Floro Global Business Unit			BASF CORPORATION
ZEPHON	1303247		820528	Registered	Singapore	29-Nov-1981		29-Nov-1988	29-Nov-2003	27	Floro Global Business Unit			BASF CORPORATION
ZEPHON	1480941		228154	Registered	South Africa	26-Dec-1981		26-Dec-1988	26-Dec-2008	23	Floro Global Business Unit			BASF CORPORATION
ZEPHON	351828		348066	Registered	Spain	18-Nov-1984		18-Nov-1984	05-Nov-2008	33	Floro Global Business Unit			BASF CORPORATION
ZEPHON	103943		108063	Registered	Sweden	28-Dec-1978		28-Dec-1981	28-Dec-2001	23	Floro Global Business Unit			BASF CORPORATION
ZEPHON	1372342		1372342	Registered	United Kingdom	04-Dec-1974		04-Dec-1974	05-Dec-2004	21	Floro Global Business Unit			BASF CORPORATION
ZEPHON	72-443,740		1000369	Registered	United Kingdom	04-Dec-1974		04-Dec-1974	04-Dec-2006	21	Floro Global Business Unit			BASF CORPORATION

*BASF filing by 04/28/03

Sch 1.1(b) BASF Assigned Trademarks @ 04/28/03 Final
4/28/03

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	950184636		1057734	Registered	China	27-Dec-1995		21-Jul-1997	21-Jul-2007	27		
ZEFTRON	950184634		1039789	Registered	China	27-Dec-1995		28-Jun-1997	28-Jun-2007	23		
ZEFTRON	950184633		1033690	Registered	China	27-Dec-1995		21-Jun-1997	21-Jun-2007	22		

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