

07-24-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
U.S. 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(ies): 7-18-03
RHODIA INC.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State DE
 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: JULY 14, 2003

2. Name and address of receiving party(ies)
Name: OMG UK LIMITED
Internal
Address: 400 Capability Green
Street Address: Luton, Bedfordshire LU1 3LU
City: Great Britain State: _____ Zip: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State England and Wales
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

OFFICE OF PATENT RECORDS
2003 JUL 13 PM 12:41
FINANCE SECTION

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
N/A

B. Trademark Registration No.(s) _____
See attached schedule

Additional number(s) attached Yes No

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

Name: Laura E. Smith

Internal Address: Kalow & Springut LLP

Street Address: 488 Madison Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

11-0171

DO NOT USE THIS SPACE

9. Signature.

Laura E. Smith
Name of Person Signing

Laura E. Smith
Signature

7/17/03
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

07/23/2003 EDOOPER 00000100 2680737

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

Schedule of registered marks assigned from Rhodia Inc. to OMG UK Ltd.


ALUSEC Reg. No. 2,080,737 Sn 75/013683

ZIRCOMPLEX Reg. No. 2,155,146 Sn 74/665648

POWER OF ATTORNEY

Registrant hereby appoints DAVID A. KALOW, ESQ.; MILTON SPRINGUT, ESQ.; LAURA E. SMITH, ESQ. and the law firm of KALOW & SPRINGUT LLP, 488 Madison Avenue, New York, New York 10022, its members and associates, all attorneys at law, to file this Combined Declaration of Use and Incontestability, with full power of substitution and revocation, and to transact all business in the Patent and Trademark Office in connection therewith.

Dated: *JULY 14*, 2003



OMG UK, Ltd.

(1) RHODIA INC.

(2) OMG UK LIMITED

TRADE MARK ASSIGNMENT

THIS DEED OF ASSIGNMENT is made

BETWEEN:

- (1) **RHODIA INC.**, a company registered in DELAWARE whose registered office is at Prospect Plains Road, CRANBURY NEW JERSEY 08512, UNITED STATES OF AMERICA ("the Assignor"); and
- (2) **OMG UK LIMITED** a company registered in England and Wales under no. 4265874 whose registered office is at 400 Capability Green, Luton, Bedfordshire LU1 3LU, GREAT BRITAIN ("the Assignee").

THIS DEED NOW WITNESSES as follows:

1. OWNERSHIP OF THE TRADE MARKS

The Assignor is the legal and beneficial owner of the trade marks listed in the Schedule ("Trade Mark")

2. ASSIGNMENT OF TRADE MARKS

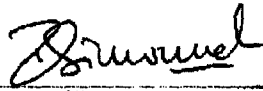
- 2.1 In consideration of the sum of one pound sterling (receipt of which is hereby acknowledged) the Assignor hereby assigns with full title guarantee the Trade Marks to the Assignee, including all statutory and common law rights attaching to the Trade Marks and the right to take action in respect of past infringements of the Trade Marks and the retain any damages obtained as a result of such action.
- 2.2 The Assignor confirms that this Assignment is made with the goodwill attaching to the Trade Marks and the goodwill of the business in which the Trade Marks have been used by the Assignor.
- 2.3 The Assignor shall, at the reasonable request and expense of the Assignee, do all acts and execute all documents in order to vest the Trade Marks in The Assignee.

3. LAW & JURISDICTION

This Deed shall be governed by and construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF the parties have executed this Deed of Assignment on the day and year written hereunder.

Executed and delivered as a deed on the ..17... day ofJune..... 2003
for and on behalf of
RHODIA INC. by:



(signature(s))

Isabelle SIMONNET, Head of Rhodia Group Trademarks Department
(full name(s) and position(s) of signatory/signatories)

Executed and delivered as a deed on the 14 day of JULY..... 2003
for and on behalf of
OMG UK LIMITED by:



(signature(s))

MICHAEL J. SCOTT DIRECTOR
(full name(s) and position(s) of signatory/signatories)

SCHEDULE
TRADE MARKS

Trademark	Country	Registered owner	Classes	Filing Date	Filing No.	Registration date	Registration No.
ALUSHC	USA	RHODIA INC.	1	01-Nov-95	75/013683	22-Jul-97	2080737
ZIRCOMPLEX	USA	RHODIA INC.	1	27-Mar-98	74/665648	05-May-98	2155146