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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): AVECIA INC. 1405 Foulk Road, Foulk Plaza, Wilmington, DE 19803

2. Name and address of receiving party(ies) Name: Cytec Technology Corp. Internal Address: Suite 903 Street Address: 300 Delaware Avenue City: Wilmington State: DE Zip: 19801

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 07/31/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2668125

Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Gail I. Tether Internal Address: Cytec Industries Inc. Street Address: Five Garret Mountain Plaza City: West Paterson State: NJ Zip: 07424

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40 [X] Authorized to be charged to deposit account 8. Deposit account number: 034083

DO NOT USE THIS SPACE

9. Signature: Gail I. Tether Name of Person Signing Signature Date August 13, 2003

Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK REEL: 002801 FRAME: 0032

This ASSIGNMENT is made the 31st day of July 2003

BETWEEN:

- (1) AVECIA INC., a Delaware corporation whose principal place of business is at 1405 Foulk Road, Foulk Plaza, Wilmington in the State of Delaware ("the Assignor"); and
- (2) CYTEC TECHNOLOGY CORP., a Delaware corporation having a place of business at Suite 903, 300 Delaware Avenue, Wilmington, Delaware 19801, USA ("the Assignee").

WHEREAS:

- (A) The Assignor is the registered proprietor of a certain registered trademark.
- (B) The Assignor has agreed to assign the said trademark and now assigns such to the Assignee on the terms and conditions hereof.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

- 1.1 In this Assignment the following terms shall have the following meanings unless the context otherwise requires:

"the Trademark" means the trademark listed in Schedule 1;

- 1.2 In this Assignment unless the context otherwise requires:

1.2.1 references to the singular include the plural and vice versa;

1.2.2 references to Clauses and the Schedule are to clauses and the schedule to this Assignment;

1.2.3 headings to Clauses and Schedules are inserted for convenience only and shall not affect the construction or interpretation of this Assignment.

2. Assignment

In consideration of the good and valuable consideration (receipt of which is hereby acknowledged by the Assignor), the Assignor agrees to sell and does hereby assign to the Assignee:

2.1 its entire right, title and interest in and to the Trademark and its entire right, title and interest in and to the goodwill associated with, symbolized by or attaching to the Trademark (but no other goodwill); and

2.2 all rights and powers arising from or attaching to its right, title and interest in and to the Trademark; and

2.3 the right to apply for, prosecute, correct and amend the Trademark.

3. No Warranties

For the avoidance of doubt this Agreement to assign gives no warranties and makes no representations in relation to the Trademark whatsoever, including, without limitation, as to its title to it, or as to the Assignee's use of it, including as to

infringement of third party rights and any warranties, terms, representations or conditions which may have been otherwise implied by law, statute or otherwise into this Assignment relating to the Trademark or otherwise are hereby expressly excluded.

4. Further Assurance

- 4.1 Pending the registration of the Assignee as proprietor of the Trademark, the Assignor will lend its name to any proceedings for infringement which the Assignee may require to be brought against any person wrongfully using the said Trademark, the Assignee indemnifying the Assignor in respect of any costs or other liability arising out of such proceedings.
- 4.2 At the request and expense of the Assignee (save for the expense of Assignors time involved in executing), the Assignor shall execute such assignments, documents and forms as may be reasonably required to record the rights assigned to the Assignee hereunder in the relevant Trademark register.

5. Proper Law

This Assignment shall be governed by and construed in accordance with the laws of New York, USA.

IN WITNESS WHEREOF the parties have executed these presents at the end of the Schedule on the date and year first above written.

SCHEDULE 1

The Trademark

Trademark	Status	App No.	Reg. No.	Class
PTZ	Granted	76/225307	2668125	1

EXECUTED for and on behalf of
Avecia Inc.

Gregory S. Kurey
.....
Signature

GREGORY S. KUREY
.....
Name

GENERAL COUNSEL & SECRETARY
.....
Position

EXECUTED for and on behalf of
Cytex Technology Corp.

.....
Signature

.....
Name

.....
Position

U.S. Assignment of a US Trademark Registration

EXECUTED for and on behalf of
AVECIA Inc.

.....
Signature

.....
Name

.....
Position

EXECUTED for and on behalf of
Cytec Technology Corp.

Ray Little
.....
Signature

Ray Smith
.....
Name

Secretary
.....
Position