

8-13-03

08-14-2003

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2003)  
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EET U.S. DEPARTMENT OF COMMERCE  
Y U.S. Patent and Trademark Office

To the Honorable Commission...

Attached original documents or copy thereof.

1. Name of conveying party(ies):  
AVECIA LIMITED  
Hexagon House, Blackley, Manchester, M9 8ZS  
United Kingdom  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other Company of England and Wales  
Additional name(s) of conveying party(ies) attached?  Yes  No

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  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Delaware  
 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

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

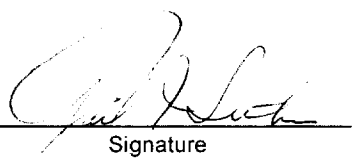
4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) 76/414244  
B. Trademark Registration No.(s) \_\_\_\_\_  
Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 1143808

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: 2  
7. Total fee (37 CFR 3.41).....\$ 65  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
034083

DO NOT USE THIS SPACE

9. Signature:  
Gail I. Tether  August 13, 2003  
Name of Person Signing Signature Date  
Total number of pages including cover sheet, attachments, and document: 7

08/15/2003 LMUJELLER 00000030 034083 76414244

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

01 FC:4521 40.00 DA  
02 FC:4522 25.00 DA

TRADEMARK  
REEL: 002801 FRAME: 0464

This ASSIGNMENT is made the 31st day of July, 2003

**BETWEEN:**

- (1) **AVECIA LIMITED**, a company registered in England and Wales (Company Number 3730853) whose registered office is Hexagon House, Blackley, Manchester, M9 8ZS ("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 certain registered trademarks and is entitled to the benefit of certain trademark applications.
- (B) The Assignor has agreed to assign the said registered trademarks and trademark applications 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 Applications" means the trademark applications listed in Schedule 2;

"the Registered Trademarks" means the registered trademarks listed in Schedule 1;

"the Trademarks" means the Registered Trademarks and the Applications or any one of them.

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

- 2.2 all rights and powers arising from or attaching to its right, title and interest in and to the Trademarks including, without limitation, the benefit of the Applications, with the intent that when the Applications are granted the registrations (and the right to institute and maintain proceedings for infringement or wrongful use of the Trademarks or for passing off whether occurring prior to the date hereof or hereafter) will vest in the Assignee; and
- 2.3 the right to apply for, prosecute and obtain registered trademark protection throughout the world in respect of the Trademarks, to the intent that the grant of any protection thereon will be in the name of and vest in the Assignee.

### 3. No Warranties

For the avoidance of doubt this Agreement to assign gives no warranties and makes no representations in relation to the Trademarks whatsoever, including, without limitation, as to its title to them, or as to the Assignee's use of them, 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 Trademarks or otherwise are hereby expressly excluded.

### 4. Further Assurance

- 4.1 Pending the registration of the Assignee as proprietor of the Registered Trademarks and the Applications, 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 trademarks or any of them, the Assignee indemnifying the Assignor in respect of any costs or other liability arising out of such proceedings.
- 4.2 The Assignor shall from time to time on being reasonably required to do so by the Assignee and at the expense of the Assignee (save for the expense of Assignors time involved in executing) execute such assignments, documents and forms as may be reasonably required to record the rights assigned to the Assignee hereunder in the relevant trademark registers.

### 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 Schedules on the date and year first above written.

SCHEDULE 1

The Registered Trademarks

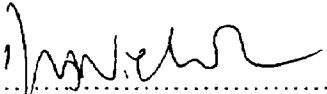
TRADEMARK	STATUS	REGISTRATION NO	CLASS(es)
ACORGA	Registered	1143808	1

SCHEDULE 2

The Trademark Applications

TRADEMARK	STATUS	APPLICATION NO	CLASS(es)
MEUM	Pending	76/414244	9

EXECUTED for and on behalf of  
Avecia Limited.



.....  
Signature

D.A. NICHOLSON

.....  
Name

DIRECTOR

.....  
Position

EXECUTED for and on behalf of  
Cytex Technology Corp.

.....  
Signature

.....  
Name

.....  
Position

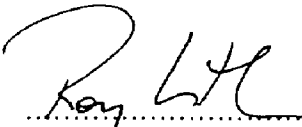

EXECUTED for and on behalf of  
Avecia Limited.

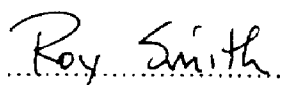
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Signature

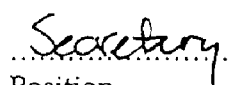
.....  
Name

.....  
Position

EXECUTED for and on behalf of  
Cytex Technology Corp.

  
.....  
Signature 

  
.....  
Name

  
.....  
Position

NOTARIAL CERTIFICATE

United States of America     )  
State of New Jersey         ) ss:  
County of Passaic            )

On this *29th* day of July, 2003, before me the undersigned personally appeared Roy Smith, personally known to me, and acknowledged to me that he executed the foregoing instrument for uses and purposes therein expressed; and I certify that the said Cytex Technology Corp. is a corporation organized under the laws of the State of Delaware and that Roy Smith who subscribed the foregoing document is Secretary of the company with full power to sign the same as representative thereof.

WITNESS my hand and seal of office at the place and time in this certificate first written.

*Patricia J. Viola*  
\_\_\_\_\_  
Notary Public

**PATRICIA J. VIOLA**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES MARCH 18, 2008**