

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avecia Limited		01/30/2004	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA	
Name:	The Lubrizol Corporation
Street Address:	29400 Lakeland Boulevard
City:	Wickliffe
State/Country:	OHIO
Postal Code:	44092
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	786237	WAXOLINE
Registration Number:	1070807	SOLSPERSE
Registration Number:	2676661	LAMPRONOL
Registration Number:	2531059	SOLTHIX
Registration Number:	2699309	SOLPLUS

CORRESPONDENCE DATA	
Fax Number:	(440)347-1110
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	(440) 347-5072
Email:	aaz@lubrizol.com
Correspondent Name:	Teresan W. Gilbert
Address Line 1:	29400 Lakeland Boulevard
Address Line 4:	Wickliffe, OHIO 44092

NAME OF SUBMITTER:	Andrea A. Zwegat
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Total Attachments: 15

900006525

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 REEL: 002816 FRAME: 0969**

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AVECIA LIMITED

and

THE LUBRIZOL CORPORATION

ASSIGNMENT OF TRADE MARKS



Dickson Minto W.S.
LONDON

TRADEMARK
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ASSIGNMENT is made the 20 day of January 2004,

BETWEEN:

- (1) **AVECIA LIMITED**, a company incorporated under the laws of England and Wales (Company Number 3730853) whose registered office is P O Box 42, Hexagon House, Blackley, Manchester, M9 8ZS (the "Assignor"); and
- (2) **THE LUBRIZOL CORPORATION** a corporation of State of Ohio, USA having its principal place of business at 29400 Lakeland Blvd, Wickliffe, OH, 44092 (the "Assignee").

WHEREAS:

- (A) The Assignor is the proprietor of certain registered and unregistered trade marks and is entitled to the benefit of certain trade mark applications.
- (B) The Assignor agrees to assign the said registered and unregistered trade marks and trade mark applications on the terms and conditions hereof.

IT IS HEREBY AGREED:

1. DEFINITIONS

- 1.1. In this Assignment, including its Recitals and Schedules, the following terms shall have the following meanings, unless the context otherwise requires:

"the Applications" means the trade mark applications listed in Schedule 2;

"Completion Date" means 20 January 2004;

"the Registered Trade Marks" means the registered trade marks listed in Schedule 1;

"the Unregistered Trade Marks" means the unregistered trade marks listed in Schedule 3;

"the Trade Marks" means the Unregistered Trade Marks and the Registered Trade Marks and the Applications or any one of them;

- 1.2. In this Assignment:

1.2.1. a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislative or legislative provision;

1.2.2. the singular includes the plural and vice versa;

1.2.3. a reference to a Recital, Clause or Schedule is to a recital, clause or schedule of or to this Assignment;

1.2.4. all Recitals and Schedules form part of this Assignment;

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1.2.5. a reference to any party to this Assignment or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;

1.2.6. headings are for convenience only and shall not affect interpretation.

2. ASSIGNMENT

2.1. For good and valuable consideration (receipt of which is hereby acknowledged by the Assignor), with effect from the Completion Date the Assignor hereby assigns to the Assignee:

2.1.1. its entire right, title and interest in and to the Registered Trade Marks and the Applications including any copyright it owns in the Registered Trade Marks and the Applications and its entire right, title and interest in and to the goodwill associated with, symbolized by or attaching to the Registered Trade Marks and the Applications (but no other goodwill); and

2.1.2. its entire right, title and interest (if any) in the goodwill associated with, symbolised by or attaching to the Unregistered Trade Marks but for the avoidance of doubt only the goodwill relating to the business in the goods for which the Unregistered Trade Marks are used, being the goods listed opposite the Unregistered Trade Marks in Schedule 3 (but no other goodwill); and

2.1.3. all Assignor's rights and powers arising from or attaching to its right, title and interest in and to the Trade Marks including, without limitation, the benefit of the Applications, with the intent that when the Applications are granted the registrations will vest in the Assignee and the right to institute and maintain proceedings for infringement or wrongful use of the Trade Marks or for passing off whether occurring prior to the date hereof or hereafter; and

2.1.4. the Assignors right (if any) to apply for, prosecute and obtain registered trade mark protection throughout the world in respect of the Trade Marks, to the intent that the grant of any protection thereon will be in the name of and vest in the Assignee.

2.2. Following the Completion Date, the Assignee shall notify the Assignor of its address for service. Thereafter the Assignor shall promptly notify all attorneys handling the Trade Marks of the fact of this Assignment and the address for service of the Assignee and that all bills for work conducted from the Completion Date are for the Assignee's account.

3. EXCLUSION OF WARRANTIES

Without prejudice to any other written agreements between the parties, no warranties, representations, conditions or undertakings are given in or under this Assignment by the Assignor as to the Trade Marks 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

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warranties, terms, representations or conditions which may have been otherwise implied by law, statute or otherwise into this Assignment relating to the Trade Marks or otherwise are hereby expressly excluded to the fullest extent permitted by law.

4. FURTHER ASSURANCE

- 4.1. Pending the registration of the Assignee as proprietor of the Registered Trade Marks 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 Trade Marks 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 provide such information and assistance and execute such assignments, documents and forms as may be reasonably required by the Assignee to (a) perfect or record the Assignee's title or interest in the Registered Trade Marks on the relevant Trade Mark registers and (b) complete the recordal of any previous changes of proprietorship of the registered Trade Marks in the relevant Trade Mark registers. The Assignee shall assume the costs incurred by both parties (including reasonable out of pocket expenses) relating to the provision of such information and assistance and the execution of such documents required for the purposes set out in (a) above and the Assignor shall assume the costs incurred by both parties (including reasonable out of pocket expenses) relating to the provision of such information and assistance and the execution of such documents required for the purposes set out in (b) above. Such costs referred to as relating to the execution of such documents shall include the costs of obtaining, preparing, notarising, legalising and/or recording any such documents. For the avoidance of doubt where a party assumes the costs of the execution of documents pursuant to this Clause, it shall be responsible for preparing such documents and providing them to the other party. Each party shall promptly reimburse to the other any costs which it is liable to pay to the other party under this Clause.

5. GOVERNING LAW

This Assignment shall be governed by and construed in accordance with the laws of England. The parties hereby irrevocably agree that the Courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Assignment except that in respect of any such dispute relating only to Registered Trade Marks registered or Applications applied for in one jurisdiction outside the United Kingdom, the parties irrevocably agree that the Courts of England and the courts of the country where the Registered Trade Marks are registered or those Applications are applied for shall have jurisdiction to settle such dispute, but that no other courts shall have jurisdiction in respect thereof.

6. **COUNTERPARTS**

This Assignment may be executed in more than one counterpart, each of which when executed and delivered shall be deemed to constitute an original. This Assignment shall become effective when one or more counterparts has been signed by each of the parties hereto and such a counterpart (so signed) has been delivered to each of the parties hereto.

7. **THIRD PARTY RIGHTS**

A person who is not a party to this Assignment has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Assignment but this does not affect any right or remedy of a third party which exists or is available apart from that Act and in particular, without limitation, a person who is a permitted successor to or assignee of the rights of a party is deemed to be a party to this Assignment and the rights of such successor or assignee shall, subject to and upon any succession or assignment permitted by this Assignment, be regulated by the terms of this Assignment.

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 TRADE MARKS

1. WAXOLINE

<u>Trade Mark</u>	<u>Country</u>	<u>Status</u>	<u>Reg No</u>	<u>Class(es)</u>	<u>Registered Owner</u>
WAXOLINE	Australia	Registered	A67849	2	Avecia Limited
WAXOLINE	Austria	Registered	30303	2 (national class 11)	Avecia Limited
WAXOLINE	Benelux	Registered	2188	2	Avecia Limited
WAXOLINE	Brazil	Registered	814033091	2	Zeneca Limited, assignment to Avecia Limited pending recordal
WAXOLINE	Canada	Registered	111911	2	Avecia Limited
WAXOLINE	Denmark	Registered	932/1952	2	Avecia Limited
WAXOLINE	Egypt	Registered	27746	2	Zeneca Limited, assignment to Avecia Limited pending recordal
WAXOLINE	Eire/Ireland	Registered	54652	2	Avecia Limited
WAXOLINE	France	Registered	1592632	2	Avecia Limited
WAXOLINE	Germany	Registered	909992	2	Avecia Limited
WAXOLINE	India	Registered	7262	2	Zeneca Limited, assignment to Avecia Limited pending recordal
WAXOLINE	Italy	Registered	587911	2	Avecia Limited
WAXOLINE	New Zealand	Registered	34886	1	Avecia Limited
WAXOLINE	Norway	Registered	87847	2	Avecia Limited
WAXOLINE	Pakistan	Registered	14586	2	Zeneca Limited, assignment to Avecia Limited pending recordal
WAXOLINE	South Africa	Registered	55/3882	2	Avecia Limited
WAXOLINE	Spain	Registered	193364	2	Avecia Limited
WAXOLINE	Sweden	Registered	74824	2	Avecia Limited
WAXOLINE	United Kingdom	Registered	516273	1	Avecia Limited
WAXOLINE	USA	Registered	786237	2	Avecia Limited

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2. SOLSPERSE

<u>Trade Mark</u>	<u>Country</u>	<u>Status</u>	<u>Reg No</u>	<u>Class(es)</u>	<u>Registered Owner</u>
SOLSPERSE	Australia	Registered	A267140	1	Avecia Limited
SOLSPERSE	Benelux	Registered	317190	1	Avecia Limited
SOLSPERSE	Canada	Registered	209541	1	Avecia Limited
SOLSPERSE	China (and Mandarin)	Registered	1068184	2	Avecia Limited
SOLSPERSE	Denmark	Registered	459/1981	1	Avecia Limited
SOLSPERSE	Finland	Registered	67390	1	Avecia Limited
SOLSPERSE	France	Registered	1231890	1	Avecia Limited
SOLSPERSE	Germany	Registered	1010436	1	Avecia Limited
SOLSPERSE	Italy	Registered	469198	1	Avecia Limited
SOLSPERSE	Japan	Registered	1285875	1	Avecia Limited
SOLSPERSE	Japan (Katakana)	Registered	2492231	1	Avecia Limited
SOLSPERSE	Korea, South	Registered	222080	1	Avecia Limited
SOLSPERSE	Mexico	Registered	394517	1	Zeneca Limited, assignment to Avecia Limited pending recordal
SOLSPERSE	Norway	Registered	90175	1	Avecia Limited
SOLSPERSE	South Africa	Registered	73/1421	1	Avecia Limited
SOLSPERSE	Spain	Registered	1590038	1	Avecia Limited
SOLSPERSE	Sweden	Registered	143956	1	Avecia Limited
SOLSPERSE	Switzerland	Registered	408914	1	Avecia Limited
SOLSPERSE	Taiwan	Registered	535852	1	Avecia Limited
SOLSPERSE	United Kingdom	Registered	1007703	1	Avecia Limited
SOLSPERSE	USA	Registered	1070807	1	Avecia Limited

3. LAMPRONOL

<u>Trade Mark</u>	<u>Country</u>	<u>Status</u>	<u>Reg No</u>	<u>Class(es)</u>	<u>Registered Owner</u>
LAMPRONOL	Austria	Registered	190391	2	Zeneca Specialites S.A.S, PO has been instructed to record assignment to Avecia SAS, assignment to Avecia Limited executed on 17 December 2001 and is pending recordal
LAMPRONOL	Benelux	Registered	190391	2	Zeneca Specialites S.A.S, PO has been instructed to record assignment to Avecia SAS, assignment to Avecia Limited executed on 17 December 2001 and is pending recordal
LAMPRONOL	Brazil	Registered	814064442	2	Zeneca Specialites S.A.S, PO has been instructed to record assignment to Avecia SAS, assignment to Avecia Limited executed on 17 December 2001 and is pending recordal
LAMPRONOL	China (and Mandarin)	Registered	1068188	2	Avecia Limited
LAMPRONOL	Czech Republic	Registered	190391	2	Zeneca Specialites S.A.S, PO has been instructed to record assignment to Avecia SAS, assignment to Avecia Limited executed on 17 December 2001 and is pending recordal
LAMPRONOL	France	Registered	1622207	2	Avecia Limited
LAMPRONOL	Germany	Registered	1132226	2	Avecia Limited
LAMPRONOL	Germany	Registered	190391	2	Zeneca Specialites S.A.S, PO has been instructed to record assignment to Avecia SAS, assignment to Avecia Limited executed on 17 December 2001 and is pending recordal
LAMPRONOL	Hungary	Registered	190391	2	Zeneca Specialites S.A.S, PO has been instructed to record assignment to Avecia SAS, assignment to Avecia Limited executed on 17 December 2001 and is pending recordal
LAMPRONOL	Italy	Registered	513877	2	Avecia Limited
LAMPRONOL	Italy	Registered	190391	2	Zeneca Specialites S.A.S, PO has been instructed to record assignment to Avecia SAS, assignment to Avecia Limited executed on 17 December 2001 and is pending recordal
LAMPRONOL	South Africa	Registered	87/1892	2	Avecia Limited
LAMPRONOL	Spain	Registered	190391	2	Zeneca Specialites S.A.S, PO has been instructed to record assignment to Avecia SAS, assignment to Avecia Limited executed on 17 December 2001 and is pending recordal
LAMPRONOL	Switzerland	Registered	190391	2	Zeneca Specialites S.A.S, PO has been instructed to record assignment to Avecia SAS, assignment to Avecia Limited executed on 17 December 2001 and is pending recordal
LAMPRONOL	United Kingdom	Registered	1334139	2	Avecia Limited
LAMPRONOL	USA	Registered	2676661	2	Avecia Limited
LAMPRONOL	Madrid Agreement	Registered	190391	2	Zeneca Specialites S.A.S, PO has been instructed to record assignment to Avecia SAS, assignment to Avecia Limited executed on 17 December 2001 and is pending recordal

Designating Austria, Benelux, Switzerland, Czech Republic, Germany, Spain, Hungary and Italy – details as listed above

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4. NERAMINE

<u>Trade Mark</u>	<u>Country</u>	<u>Status</u>	<u>Reg No</u>	<u>Class(es)</u>	<u>Registered Owner</u>
NERAMINE	Austria	Registered	439772	2	Zeneca Specialites S.A.S, PO has been instructed to record assignment to Avecia SAS, assignment to Avecia Limited executed on 17 December 2001 and is pending recordal
NERAMINE	Benelux	Registered	439772	2	Zeneca Specialites S.A.S, PO has been instructed to record assignment to Avecia SAS, assignment to Avecia Limited executed on 17 December 2001 and is pending recordal
NERAMINE	China (and Mandarin)	Registered	1068185	2	Avecia Limited
NERAMINE	France	Registered	1456692	1	Avecia Limited
NERAMINE	Germany	Registered	1126888	2	Avecia Limited
NERAMINE	Germany	Registered	439772	2	Zeneca Specialites S.A.S, PO has been instructed to record assignment to Avecia SAS, assignment to Avecia Limited executed on 17 December 2001 and is pending recordal
NERAMINE	Italy	Registered	513874	2	Avecia Limited
NERAMINE	Italy	Registered	439772	2	Zeneca Specialites S.A.S, PO has been instructed to record assignment to Avecia SAS, assignment to Avecia Limited executed on 17 December 2001 and is pending recordal
NERAMINE	Spain	Registered	439772	2	Zeneca Specialites S.A.S, PO has been instructed to record assignment to Avecia SAS, assignment to Avecia Limited executed on 17 December 2001 and is pending recordal
NERAMINE	United Kingdom	Registered	1093378	2	Avecia Limited
NERAMINE	Madrid Protocol	Registered	439772	2	Zeneca Specialites S.A.S, PO has been instructed to record assignment to Avecia SAS, assignment to Avecia Limited executed on 17 December 2001 and is pending recordal

Designating Austria, Benelux, Germany, Spain and Italy - details as listed above

5. SOLTHIX

<u>Trade Mark</u>	<u>Country</u>	<u>Status</u>	<u>Reg No</u>	<u>Class(es)</u>	<u>Registered Owner</u>
SOLTHIX	Argentina	Registered	1921768	1	Avecia Limited
SOLTHIX	Australia	Registered	832026	1	Avecia Limited
SOLTHIX	Canada	Registered	1078567	1	Avecia Limited
SOLTHIX	China (and Characters)	Registered	1222039	1	Avecia Limited
SOLTHIX	European Community	Registered	1610195	1	Avecia Limited
SOLTHIX	France	Registered	97705388	1	Avecia Limited
SOLTHIX	Germany	Registered	39728413	1	Avecia Limited
SOLTHIX	Japan	Registered	4209860	1	Avecia Limited
SOLTHIX	Japan (Katakana)	Registered	4209861	1	Avecia Limited
SOLTHIX	Korea, South	Registered	429062	1	Avecia Limited
SOLTHIX	Korea, South (Hangul)	Registered	429063	1	Avecia Limited
SOLTHIX	Mexico	Registered	724388	1	Avecia Limited
SOLTHIX	Taiwan	Registered	980183	1	Avecia Limited
SOLTHIX	United Kingdom	Registered	2101004	1	Avecia Limited
SOLTHIX	USA	Registered	2531059	1	Avecia Limited

6. SOLPLUS

<u>Trade Mark</u>	<u>Country</u>	<u>Status</u>	<u>Reg No</u>	<u>Class(es)</u>	<u>Registered Owner</u>
SOLPLUS	Australia	Registered	853338	1	Avecia Limited
SOLPLUS	China	Registered	1816416	1	Avecia Limited
SOLPLUS	European Community	Registered	1609122	1	Avecia Limited
SOLPLUS	Japan	Registered	4506871	1	Avecia Limited
SOLPLUS	Korea, South	Registered	506881	1	Avecia Limited
SOLPLUS	Mexico	Registered	683332	1	Avecia Limited
SOLPLUS	Taiwan	Registered	980184	1	Avecia Limited
SOLPLUS	USA	Registered	2699309	1	Avecia Limited

SCHEDULE 2

THE TRADE MARK APPLICATIONS

1. SOLTHIX

<u>Trade Mark</u>	<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Class(es)</u>	<u>Registered Owner</u>
SOLTHIX	Brazil	Pending	823262391	1	Avecia Limited
SOLTHIX	China	Pending	2000158840	1	Avecia Limited
SOLTHIX	India	Pending	964067	1	Avecia Limited
SOLTHIX	South Africa	Pending	2000/20157	1	Avecia Limited

2. SOLPLUS

<u>Trade Mark</u>	<u>Country</u>	<u>Status</u>	<u>Reg No</u>	<u>Class(es)</u>	<u>Registered Owner</u>
SOLPLUS	Brazil	Pending	823227170	1	Avecia Limited
SOLPLUS	Canada	Pending	1078413	1	Avecia Limited
SOLPLUS	India	Pending	963416	1	Avecia Limited
SOLPLUS	South Africa	Pending	2000/20158	1	Avecia Limited

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SCHEDULE 3
The Unregistered Trade Marks


Trademark	Goods
3000	High performance dispersants for coatings and inks
8000	
9000	
11000	
13240	
13460	
13500	
13650	
13940	
16000	
17000	
17250	
17260	
17940	
18000	
18500	
19000	
19200	
20000	
21000	
24000	
26000	
27000	
28000	
31845	
32000	
32500	
32550	
32600	
33500	
34750	
35100	
35200	
36000	
36600	
37500	
38500	
39000	
40000	
41000	
41090	
42000	
43000	
44000	
53095	
54000	
11CM50	

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C800	Coupling agent for bonding particulate matter to polymers, rubbers and plastics
K200 K210 D510 D520 D530 D540	High performance dispersants for plastics
GRB2	Humectant
L300	High performance dispersants for powder coatings
5000 12000 22000	Dispersant Synergists for enhancing the performance of high performance dispersants
250	Thickener for solvent-based coatings and inks
A100	Thickener for water-based coatings and inks
TX5	Thickener for thermosetting plastics

SIGNED by AVECIA LIMITED
by its Attorney



Attorney

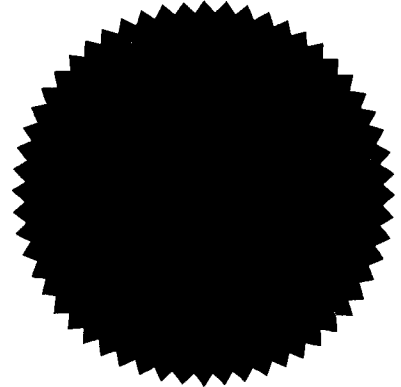
SIGNED by THE LUBRIZOL CORPORATION _____

df Sworn to or ~~affirmed~~ before me and subscribed in my presence the 30th day of January
2004 AT LONDON, ENGLAND, BY JOHN PETER URI WHO IDENTIFIED
HIMSELF TO ME BY MEANS OF HIS BRITISH PASSPORT, N. 024775527



Notary Public

D.N.L. FAWCETT
Scrivener Notary of London, England
My Commission expires with life



SIGNED by AVECIA LIMITED
by its attorney

Attorney

SIGNED by THE LUBRIZOL CORPORATION

D.W. Byrnes, Vice President

Sworn to or affirmed before me and subscribed in my presence the 26th day of January
2004

Nancy S. Dedek

Notary Public

NANCY S. DEDEK
Notary Public, STATE OF OHIO
My Commission Expires December 11, 2005
(Recorded in Lake County)