

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BioProgress Technology International, Inc.		02/04/2004	CORPORATION: NEVADA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FMC Corporation
<b>Street Address:</b>	1735 Market St.
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19103
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Serial Number:	78273119	NROBE

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)832-5348
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(215) 569-5348
<b>Email:</b>	turk@blankrome.com
<b>Correspondent Name:</b>	Christopher M. Turk
<b>Address Line 1:</b>	One Logan Square
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	033818-10000
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<b>NAME OF SUBMITTER:</b>	Jeremy Adler
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<b>Total Attachments: 4</b>
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**TRADEMARK**

## TRADEMARK ASSIGNMENT AGREEMENT

Effective this 3<sup>rd</sup> day of February, 2004 (the "Effective Date"), this Trademark Assignment Agreement ("Agreement") is made by and between **BioProgress Technology International, Inc.** ("BioProgress"), a Nevada Corporation and a wholly owned subsidiary of **BioProgress Plc** a company having a principal place of business at Hostmoor Avenue, March, Cambridgeshire, PE15 0AX, United Kingdom ("BioProgress Plc"), and **FMC Corporation**, a company having a principal place of business at 1735 Market St., Philadelphia, PA, USA ("FMC").

**WHEREAS**, BioProgress Plc, BioProgress and FMC are entering into herewith a global strategic alliance related to the trademark set forth in Exhibit A attached hereto and incorporated herein by reference;

**WHEREAS**, BioProgress Plc, BioProgress and FMC are entering into an agreement under which BioProgress is licensing the use of various patents and technology to FMC (the "Master License Agreement");

**WHEREAS**, BioProgress has adopted, used and is using in its business the trademark, which is registered in, or for which application for registration has been filed in, the relevant filing offices of certain countries set forth in Exhibit A (the "Trademark");

**WHEREAS**, BioProgress desires to assign its entire right, title and interest in and to the Trademark to FMC under this Agreement;

**WHEREAS**, FMC is desirous of acquiring from BioProgress its entire right, title and interest in and to the Trademark for use throughout the world;

**NOW, THEREFORE**, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. ASSIGNMENT

Subject to the provisions of clause 2 of this Agreement, BioProgress hereby assigns and transfers to FMC, its successors and assigns, its entire right, title and interest in and to: the Trademark, together with the right to file applications and to acquire additional registrations thereon (the "Additional Trademarks"), and the goodwill of the business connected with the use thereof and symbolized thereby; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention, including rights arising from prior use by BioProgress; and all rights, interests, claims and demands recoverable in law or equity that BioProgress has or may have in profits and damages for past, present and future infringements of the Trademark, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by FMC, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by BioProgress if this Assignment had not been made.

## 2. LICENCE-BACK

FMC hereby grants BioProgress Plc and its subsidiaries a perpetual, royalty-free license to use the Trademark in their corporate and promotional material and in communications with their shareholders and within its report and accounts and material derived therefrom provided that such use is of a standard at least as high as the standard of use of the Trademark prior to the Effective Date.

## 3. FMC'S OBLIGATIONS

FMC shall maintain at its own expense the Trademark and any Additional Trademarks including, without limitation:

3.1 using its reasonable commercial efforts to prosecute to registration the Trademark and any Additional Trademarks that are not registered;

3.2 using its reasonable commercial efforts to defend the Trademark and any Additional Trademarks against any opposition or cancellation action or any other claim or attack;

3.3 paying all necessary fees and filing all necessary documents with the relevant trade mark office for the maintenance or renewal of the Trademark and any Additional Trademarks (including, without limitation, any affidavits proving use of such trademarks).

## 4. FUTURE ASSIGNMENT AND LICENCE-BACK

4.1 On the termination of the Master License Agreement (which shall not include expiry of the Master License Agreement in accordance with its terms), FMC shall incorporate an entity with BioProgress which the parties shall own jointly (the "Joint Entity") and as soon as possible after incorporation of the Joint Company, FMC shall assign to the Joint Entity its right, title and interest in and to the Trademark together with any other right, title and interest which it may have in respect of the Trademark and any Additional Trademarks.

4.2 Following the above assignment the Joint Entity shall grant both BioProgress and FMC a non-exclusive, perpetual, royalty free, non-transferable license to use the Trademark, any Additional Trademarks and any other rights transferred by FMC to the Joint Entity in the countries where and in respect of the goods and services for which such rights exist.

## 5. WARRANTY

BioProgress hereby warrants that it is the registered proprietor or applicant of record in respect of the registration and applications for registration of the Trademark listed in Exhibit A.

**6. GUARANTEE**

BioProgress Plc agrees that it will cause BioProgress to perform its obligations hereunder.

**7. NO ASSIGNMENT**

Other than as expressly indicated in this Agreement, neither party shall assign, mortgage, charge or otherwise transfer any rights or obligations under this Agreement or any of the Trademark, Additional Trademarks or any other right referred to in this Agreement, without the prior written consent of the other party.

**8. LAW AND JURISDICTION**

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws rules.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first mentioned above.

**BioProgress Technology  
International, Inc.**

By [Signature]  
Date: 4 January, 2004  
BioProgress Plc

By [Signature]  
Date: 4 January, 2004

**FMC Corporation**

By [Signature]  
Date: 4 January, 2004

**Exhibit A - TRADEMARK**

TRADEMARK	COUNTRY	APP NO.	APP. DATE	REG. NO.	REG. DATE	CLASSES	NEXT RENEWAL DATE
NROBE	USA	78273119	11 July 2003	-	-	1, 7 & 40	-
NROBE	UK	2274670	6 July 2001	2274670	14 Dec 2001	1, 7 & 40	6 July 2011
NROBE	CTM	3247855	1 July 2003	-	-	1, 7 & 40	-

\*\* TOTAL PAGE.05 \*\*