

01-21-2004



102650494

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

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 1-14-04
ICI Chemicals & Polymers Limited

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Public Limited Company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Johnson Matthey PLC
Internal
Address: 2-4 Cockspur Street,
Street Address: Trafalgar Square
City: London State: UK Zip: SW1Y 5BQ

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other Public Limited Company

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: 11/1/2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76/298,337

Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: James R. Menker
 Internal Address: Pillsbury Winthrop LLP

 Street Address: 1600 Tysons Boulevard

 City: McLean State: VA Zip: 22102

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
03-3975

DO NOT USE THIS SPACE

9. Signature.
Patrick J. Jennings
(703) 905-2018

 Name of Person Signing



 Signature

January 14, 2004

 Date

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

01/20/2004 ECDOPER 00000222 033975 76298337 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

01 FC:8521 40.00 BA

TRADEMARK REEL: 002899 FRAME: 0351

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant Name: Johnson Matthey PLC

Mark: **AZUSORB**

Ser. No. 76/298,337

Filing Date: August 13, 2001

Allowance Date: January 14, 2003

Our Ref. No. 41015/282809

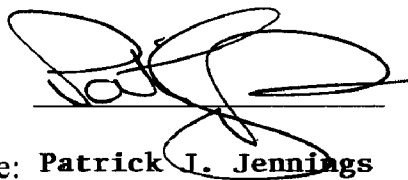
**POWER OF ATTORNEY
DESIGNATION OF REPRESENTATIVE**

The undersigned hereby appoints the attorneys named below of Pillsbury Winthrop LLP, P.O. Box 10500, McLean, Virginia 22102, (703) 905-2000, and all members of that firm and all other attorneys associated with that firm, to file this declaration, and to transact all business in the Patent and Trademark Office connected therewith. The undersigned further hereby designates Pillsbury Winthrop LLP, whose postal address is P.O. Box 10500, McLean, Virginia 22102, as a representative upon whom notices or processes affecting the mark may be served.

Please direct all communications to James R. Menker at (703) 905-2145 or Patrick J. Jennings.

Johnson Matthey PLC

By:



Name: **Patrick J. Jennings**

Title: Applicant's Attorney

Date: January 14, 2004

TRADE MARK ASSIGNMENT

DATE: 1st NOVEMBER 2002

PARTIES:

- (1) ICI CHEMICALS & POLYMERS LIMITED-a company incorporated in England and Wales (registered number 00358535) whose registered office is at The Heath, Runcorn, Cheshire WA7 4QF (the "Assignor");
- (2) JOHNSON MATTHEY PUBLIC LIMITED COMPANY (registered number 33774) whose registered office is at 2-4 Cockspur Street, Trafalgar Square, London, SW1Y 5BQ (the "Assignee").

BACKGROUND:

- (A) The Assignor is the legal and beneficial owner of the Trade Marks (as defined below).
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out below.

IT IS NOW AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless the context otherwise requires:-

"Territory" means world excluding UK;

"Trade Marks" means the trade marks and trade mark applications set out in the Schedule.

- 1.2 The index and headings are included for convenience only and shall not affect the interpretation or construction of this Agreement.
- 1.3 References to Clauses or the Schedule are to clauses of or the schedule to this Agreement.

2. ASSIGNMENT

- 2.1 In consideration of the sum of £1.00 (one pound) now paid by the Assignee to the Assignor (the receipt of which the Assignor now acknowledges) the Assignor

HEREBY ASSIGNS to the Assignee all its right, title and interest in and to the Trade Marks, TO HOLD unto the Assignee absolutely TOGETHER WITH the goodwill in the Trade Marks.

2.2 The rights so assigned include the right to sue for, and to recover any damages and other remedies in respect of, any infringement of the Trade Marks, which occurred or commenced prior to the date of this Agreement.

3. FURTHER ASSURANCE

The Assignor will at all times at the request and reasonable cost of the Assignee execute all such instruments and do all such things as may be necessary or reasonably appropriate for the carrying out of this Agreement or to secure the vesting in the Assignee of the rights agreed to be assigned hereunder.

4. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English law and all parties agree irrevocably to submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise in connection with this Agreement.

5. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each of the parties has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

EXECUTION

The parties have shown their acceptance of the terms of this Agreement by executing it at the end of the Schedule.

| | | | | | | | | | | | | | |
|------------|--------------------------|---------------|-------|--|--|----------------------------------|------------|-----------|---------|-----------|-----------|------------|--|
| 14262-AR | Argentina | AZUSORB | 1 | | | ICI CHEMICALS & POLYMERS LIMITED | 2348990 | 13-Aug-01 | | | | Pending | Awaiting examination but back-log at TM Office |
| 14262-AR-A | Argentina | AZUSORB | 40 | | | ICI CHEMICALS & POLYMERS LIMITED | 2348991 | 13-Aug-01 | | | | Pending | Awaiting examination but back-log at TM Office |
| 14262-BR | Brazil | AZUSORB | 1 | | | ICI CHEMICALS & POLYMERS LIMITED | 823779475 | 16-Aug-01 | | | | Pending | In Opposition Period |
| 14262-BR-A | Brazil | AZUSORB | 40 | | | ICI CHEMICALS & POLYMERS LIMITED | 823779424 | 16-Aug-01 | | | | Pending | In Opposition Period |
| 14262-CA | Canada | AZUSORB | 1, 40 | | | ICI CHEMICALS & POLYMERS LIMITED | 1112041 | 08-Aug-01 | | | | Pending | Awaiting examination |
| 14262-CN | China | AZUSORB | 1 | | | ICI CHEMICALS & POLYMERS LIMITED | 2001165506 | 06-Sep-01 | | | | Pending | Awaiting examination |
| 14262-CN-A | China | AZUSORB | 40 | | | ICI CHEMICALS & POLYMERS LIMITED | 2001165505 | 06-Sep-01 | | | | Pending | Awaiting examination |
| 14262-NO | Norway | AZUSORB | 1, 40 | | | ICI CHEMICALS & POLYMERS LIMITED | 200110796 | 04-Sep-01 | 213645 | 14-Mar-02 | 14-Mar-12 | Registered | |
| 14262-US | United States of America | AZUSORB | 1, 40 | | | ICI CHEMICALS & POLYMERS LIMITED | 76298337 | 13-Aug-01 | | | | Pending | Objections raised |
| 14262-VE | Venezuela | AZUSORB | 1 | | | ICI CHEMICALS & POLYMERS LIMITED | 149412001 | 17-Aug-01 | | | | Pending | Published |
| 14262-VE-A | Venezuela | AZUSORB | 40 | | | ICI CHEMICALS & POLYMERS LIMITED | 149422001 | 17-Aug-01 | | | | Pending | Published |
| 09574-AU | Australia | CATALYST CARE | 40 | | | ICI CHEMICALS & POLYMERS LIMITED | 578275 | 13-May-92 | B578275 | 19-Apr-95 | 13-May-09 | Registered | |
| 09574-AU-A | Australia | CATALYST CARE | 42 | | | ICI CHEMICALS & POLYMERS LIMITED | 641345 | 13-Mar-92 | B641345 | 19-Apr-95 | 13-May-09 | Registered | |

RUIBEDI #1804409 *3



SIGNED by *D. Carter*
duly authorised for and on behalf of
ICI CHEMICALS & POLYMERS
LIMITED

)
)
)
)



SIGNED by *N. A. P. CARSON*
duly authorised for and on behalf of
JOHNSON MATTHEY PUBLIC
LIMITED COMPANY

)
)
)
)

