


07-28-2004

 102801388

To the Honorable Commissioner of Patent and Trademark Office
 Attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Avecia Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporate- <u>Delaware</u> <input type="checkbox"/> Other- _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Splashes Inc. 233 Cherry Lane New Castle, Delaware 19720</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporate-State- <u>Delaware</u> <input type="checkbox"/> Other - _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>February 20, 2004</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>76/559,578</u></p>	<p>B. Trademark Registration No.(s) n/a</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Roberta Jacobs-Meadway, Esquire</u> Internal Address: <u>Ballard Spahr Andrews & Ingersoll, LLP</u> _____ _____ Street Address: <u>1735 Market Street, 51st Floor</u> _____ _____ City: <u>Philadelphia</u> State: <u>PA</u> Zip: <u>19103-7599</u></p>	<p>6. Total number of applications and registrations involved:..... 87</p> <p>7. Total Fee (37 CFR 3.41) \$40.00</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>02-0755</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Roberta Jacobs-Meadway [Signature] 7/27/04
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **6**

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

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**ASSIGNMENT OF US TRADEMARK
APPLICATION "SPLASHES"**

by

AVECIA INC.

in favour of

SPLASHES INC.

This ASSIGNMENT is made the 20th day of February, 2004

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) **SPLASHES Inc.**, a Delaware Corporation having a place of business at 233 Cherry Lane, New Castle, Delaware ("the Assignee").

WHEREAS:

- (A) The Assignor is entitled to the benefit of a certain trademark application.
- (B) The Assignor has agreed to assign the said trademark application 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 Application" means the trademark application 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 Application; and

2.2 all rights and powers arising from or attaching to its right, title and interest in and to the Trademark Application including, without limitation, the benefit of the Trademark Application, with the intent that when the Trademark Application is granted the registration 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 Trademark Application, 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 assignment gives no warranties and makes no representations in relation to the Trademark Application 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 Trademark Application or otherwise are hereby expressly excluded.

4. Proper Law

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

IN WITNESS WHEREOF the parties have executed these presents at the end of Schedule 1 on the date and year first above written.

SCHEDULE 1

The Trademark Application

Trademark	Status	App No.	Class(es)
SPLASHES	Pending	76/559578	1

EXECUTED for and on behalf of
AVECIA Inc.

Donald W. Shaw
.....
Signature

DONALD W. SHAW
.....
Name

CFO / CORP. TREAS.
.....
Position

EXECUTED for and on behalf of
Splashes Inc.

Simon W. Herriott
.....
Signature

SIMON W. HERRIOTT
.....
Name

PRESIDENT.
.....
Position