

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	07/20/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Synthematrix, Inc.		07/21/2005	CORPORATION: NORTH CAROLINA

**RECEIVING PARTY DATA**

Name:	Symyx Technologies, Inc.
Street Address:	3100 Central Expressway
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95051
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2701174	SYNTHEMATIX
Registration Number:	2701036	POWERED BY SCIENTISTS

**CORRESPONDENCE DATA**

Fax Number: (248)292-2910  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 248-292-2920  
 Email: jeff@patentco.com  
 Correspondent Name: Jeffrey P. Thennisch  
 Address Line 1: 29 W. Lawrence Street, Suite 210  
 Address Line 4: Pontiac, MICHIGAN 48342

NAME OF SUBMITTER:	/Jeffrey P. Thennisch/
Signature:	/Jeffrey P. Thennisch/

OP \$65.00 2701174

Date:

07/26/2005

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Agreement") is by and between Synthematix, Inc., a Delaware corporation doing business in Raleigh, North Carolina (hereinafter "SYNTHEMATIX" or "ASSIGNOR") and Symyx Technologies, Inc., a Delaware corporation, a Delaware corporation, doing business in Santa Clara, California (hereinafter "SYMYX" or "ASSIGNEE").

WHEREAS, SYNTHEMATIX, by adoption, use, and assignment, is the owner of all right, title, and interest in and to certain Marks relating to the business, products, services, and operations of SYNTHEMATIX, more fully described at Exhibit A hereto, including U.S. Trademark Reg. No. 2,701,174 for SYNTHEMATIX among others, and the goodwill symbolized thereby; and

WHEREAS, SYNTHEMATIX wishes to assign, and SYMYX wishes to acquire, all right, title and interest in and to the Marks set forth and described at Exhibit A hereto, as well as any and all common law trademark rights and all goodwill symbolized and represented by the Marks that SYNTHEMATIX may own, maintain, and/or possess in the Marks.

NOW THEREFORE, in view of the mutual covenants exchanged herein, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree that:

1. ASSIGNMENT. SYNTHEMATIX hereby conveys, assigns and transfers to SYMYX all right, title and interest, in the United States and abroad, in and to the Marks set forth at Exhibit A, specifically including U.S. Trademark Reg. No. 2,701,174 for SYNTHEMATIX, and the good will of the business symbolized by the Marks, along with the common law rights in the Marks and any registrations or pending applications to register the Marks (collectively "the Marks"). Without limiting the generality of the foregoing, SYNTHEMATIX further sells, assigns and transfers to SYMYX all rights, title and interest to sue and recover for past infringements by any third parties of the Marks.

2. EXPENSE AND MAINTENANCE. SYMYX shall bear the burden and expense of any recordation of this Agreement or other documents evidencing this transaction and assignment of the Marks. SYMYX shall also bear the burden and expense of filing, prosecuting, and maintaining any trademark and/or service mark applications for any of the Marks set forth at Exhibit A with the U.S. Patent & Trademark Office, the European Community Trademarks Office, the Australian Trademark Office, or other foreign equivalents.

3. DUTY OF CONTINUING ASSISTANCE. SYNTHEMATIX for itself, officers, employees, and agents, agrees to cause to be executed and delivered without further consideration any further applications, assignments or other documents, and to perform such other lawful acts as SYMYX, or any successor-in-interest, may reasonably require to fully secure, register, evidence, and/or enforce the rights or interests herein or which is necessary to protect or enforce any of the Marks at Exhibit A.

4. WARRANTIES. SYNTHEMATIX represents and warrants that: (i) it is the sole owner of the Marks set forth at Exhibit A either by virtue of its own adoption and use of the Marks; (ii) that it is not aware of any adverse claim, demand, or factual matter that would impact the validity, enforceability, or continued lawful use of any of the Marks set forth at Exhibit A; (iii) that the dates of first use recited at Exhibit A for each mark are accurate and based upon an independent review and evaluation of SYNTHEMATIX business records and documentation; and (iv) that this Agreement is intended to transfer, convey, and assign any other marks, logos, trade names, indicia, or designations used by SYNTHEMATIX that may not be listed or recited at Exhibit A to SYMYX without further consideration.

5. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on and inure to the benefit of the successors and assigns of SYMYX.

6. WAIVER. Any waiver by either party of a breach of any term or condition of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other term or condition.

7. SEVERABILITY. If any provision of this Agreement is declared void or unenforceable by any judicial or administrative authority, this will not in and of itself nullify the remaining provisions of this Agreement.

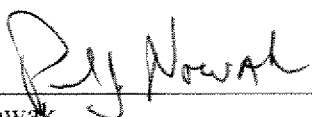
8. INTEGRATION. The parties further agree that the preambles and whereas clauses recited above are incorporated within and are part of the terms and conditions of this Agreement.

9. APPLICABLE LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of California without references to its principles of conflict of laws.

10. COMPLETE AGREEMENT. This Agreement constitutes the entire agreement between the parties. It may not be changed, amended, or appended to without a writing signed by the parties. All prior negotiations and undertakings are merged and fully integrated herein. There are no oral understandings to the contrary.

SYNTHEMATIX, INC.

By:

  
\_\_\_\_\_

Paul J. Nowak  
Secretary

SYMYX TECHNOLOGIES, INC.

By:

  
\_\_\_\_\_

Jeryl L. Hilleman  
Executive Vice President and  
Chief Financial Officer

Date:

7/21/05

Date:

7-20-05

EXHIBIT A

MARK	STATUS	REG. DATE	DATE OF FIRST USE
SYNTHEMATIX (U.S. Reg. No. 2,701,174)	Issued Registration	03/25/03	September 1, 2001
POWERED BY SCIENTISTS (U.S. Reg. No. 2,701,036)	Issued Registration	03/25/03	September 1, 2001
POWERED BY SCIENTISTS (Australian Reg. No. 870441)	Issued in Australia	03/23/01	Priority Claim to November 17, 2000
ARTHUR	Common Law Rights		
StructureSearch	Common Law Rights		