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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	08/31/2005

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Rhodia Chimie		08/31/2005	CORPORATION: FRANCE

#### **RECEIVING PARTY DATA**

Name:	E. I. du Pont de Nemours and Company
Street Address:	1007 Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19711
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1852823	ISCEON

#### **CORRESPONDENCE DATA**

Fax Number: (302)892-0699

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Michael.Slater@usa.dupont.com Email:

Correspondent Name: Mr. Michael Slater

Address Line 1: 4417 Lancaster Pike BMP 25/2177 Address Line 4: Wilmington, DELAWARE 19711

NAME OF SUBMITTER:	Michael F. Slater
Signature:	/Michael F. Slater/
Date:	10/11/2005

Total Attachments: 4

**TRADEMARK REEL: 003173 FRAME: 0410** 

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> TRADEMARK REEL: 003173 FRAME: 0411

### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made as of the day of 2005 ("Effective Date"), by and between Rhodia Chimie, a French Corporation whose registered office is at 26 Quai Alphonse Le Gallo, 92512 Boulogne-Billancourt, Cedex, France, ("Assignor"), and E.I. du Pont de Nemours and Company, a U.S. company incorporated under the laws of the State of Delaware, whose registered office is at 1007 Market Street, Wilmington, Delaware, 19898, U.S.A. ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee the Trademarks per the Registration Numbers listed on Schedule "A" attached hereto from the Effective Date (hereinafter referred to as the "Trademarks") and Assignee wishes to accept such assignment.

NOW THEREFORE, the parties agree as follows:

### ARTICLE 1. TRADEMARK ASSIGNMENT

- (a) In consideration of £1 paid by the Assignee to the Assignor (receipt of which the Assignor now acknowledges) the Assignor hereby assigns with full title guarantee to the Assignee absolutely, free from all encumbrances and third party rights the sufficiency and receipt of which is acknowledged by the parties, and Assignee hereby accepts from Assignor, Assignor's full title guarantee and interest in and to the Trademarks; together with all rights and powers arising or accrued therefrom including, without limitation, the full and exclusive benefit of the Trademarks, including all statutory and common law rights, the right to sue for damages and other remedies in respect of any past and future infringement of such rights including all unregistered rights in the Trademarks. Assignment of the Trademarks includes the goodwill attached to and/or symbolized by the Trademarks.
- (b) Assignor and its affiliates will reasonably cooperate in executing appropriate documents provided by Assignee to complete formalities for perfecting the assignment and recording of the Trademarks. Said documents may include, but may not be limited to: powers of attorney, letters of instruction to the agents to inform them of this assignment and acknowledgments thereof from the agents, as well as providing to Assignee a list of the agents used by country and status of the current Trademarks (docket report). All costs associated with preparing and recording assignments, including all legalization and notarization costs, shall be borne by Assignee.

## ARTICLE 2. FILE TRANSFER

Within two months of the Effective Date, or such other time as the parties may agree, Assignor will transfer physical possession of the files relating to the Trademarks to Assignee at the location requested by Assignee and at the expense of Assignee. Upon such physical transfer, Assignor and its affiliates shall no longer be responsible for further actions or payment of fees in respect thereof. Prior to the physical transfer of the files, Assignor and its affiliates will, to the extent feasible, provide information relating to the Trademarks in the manner requested by Assignee for the purposes of docketing maintenance fees, annuities, office actions, etc at the cost of the Assignee.

TRADEMARK REEL: 003173 FRAME: 0412

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# ARTICLE 3. USE OF TRANSFERRED TRADEMARKS

As of the Effective Date of this Agreement and while all assignments are being completed for the Trademarks, the parties agree that Assignor and its affiliates will stop using the transferred Trademarks unless licensed by Assignee back for use on its behalf and Assignor and its affiliates shall not file new trademark applications for the Trademarks in any other country not part of this Trademark Assignment Agreement or confusingly similar variations thereof for refrigerant gas products and chemicals, since the right and title of the Trademarks upon such date will be owned by Assignee.

## ARTICLE 4. APPLICABLE LAW.

This Agreement will be governed by and construed in accordance with English law.

The courts of England and Wales will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement and the parties agree to submit to that jurisdiction

## ARTICLE 5. INVALIDITY.

- (a) If any provision or provisions of this Agreement shall to any extent be invalid or unenforceable, the remainder shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The invalidity or unenforceability of a provision of this Agreement shall not cause the invalidity of the whole Agreement. The parties will replace any provision found invalid or unenforceable by alternative valid regulations which should be as similar as possible in its conditions.
- (b) Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall constitute a waiver, limitation or amendment of any right or obligation of either party contained in this Agreement.

## ARTICLE 6. BINDING EFFECT.

This Agreement shall also be binding on any affiliate, subsidiary or successors of the parties hereto.

[signature page follows]

TRADEMARK REEL: 003173 FRAME: 0413 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

their duly authorized representatives on the date fir	st above which.
This document is executed as a deed and delivered	on 31 August 2005.
SIGNED AS A DEED on behalf of ASSIGNOR – RHODIA CHIMIE a company incorporated in France, in accordance with the laws of that territory, represented in this act by Isabelle SIMONNET under authority of the company:	) ) ) Billiame
	Authorised signatory
Date: August 25, 2005	
SIGNED AS A DEED on behalf of E.I. du Pont de Nemours and Company a company incorporated in the United States of America, State of Delaware, in accordance with the laws of that territory, represented in this act by acting under the authority of the company:	} } } } }  Jeel }
r	
	Authorised signatory

Date: 31 August 2005

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TRADEMARK 1 451 444 4

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Exhibit "A"

- 1 1	C. John J. D. Sandard an November
Trademark	Country, date and Registration Number
	Austria Aug. 21, 1992 143530
<i>ISCEON®</i>	Benelux April 29, 1992 514913
	Brazil Feb. 25, 2003 App.825331307
	China Dec. 17, 2001 App. 3042389
	Denmark October 2, 1992 VR 09
	1471992
	Finland May 21, 1993, 126481
	France May 18, 1992 92419259
	Germany Feb 17, 1993 2030548
	Greece April 17, 1995, 109048
	India Dec. 8, 2003, App. 1253960
	Ireland May 14, 1992, 148323
	Italy Nov. 21, 1994 635019
	Japan July 31, 1996, 3182246
	Norway August 12, 1993, 158472
	Portugal Jan. 6, 1994, 282809
	Singapore May 7, 1992, S/3353/92
	South Africa, April 5, 1995, 92/3923
	Spain May 22, 1992 1702843
	Spain 111ay 22, 1332 17020 1
	U.S. Sept. 6, 1994 1,852,823
	U.K. Feb. 19, 1952 705031
	O.K. 100.19, 1932 703031
	Switzerland Nov. 30, 1996 P286627
	Switzeriand 1404. 50, 1990 1 200027
	Sweden April 30, 1993 248664
	5 Weden April 50, 1775 240004
	Australia, June 10, 1997, 706528
	New Zealand, Nov. 29, 1956, 59183
	Papua New Guinea, Nov. 29, 1996,
	A59928
	A37720
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**RECORDED: 10/11/2005** 

TRADEMARK REEL: 003173 FRAME: 0415