

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rhodia S.A.		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:	2837699	39TC	
CORRESPONDENCE DATA			
Fax Number:	(302)892-0699		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	302-992-4929		
Email:	Michael.slater@usa.dupont.com		
Correspondent Name:	Michael F. Slater		
Address Line 1:	4417 Lancaster Pike		
Address Line 2:	BMP 25/2177		
Address Line 4:	Wilmington, DELAWARE 19711		
NAME OF SUBMITTER:	Michael F. Slater		
Signature:	/Michael F. Slater/		
Date:	10/12/2005		

CH \$40.00 2837699

Total Attachments: 4

900033812

**TRADEMARK
 REEL: 003174 FRAME: 0339**

source=RhodiaSAAgreement#page1.tif
source=RhodiaSAAgreement#page2.tif
source=RhodiaSAAgreement#page3.tif
source=RhodiaSAAgreement#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made as of the 31st day of August 2005 ("Effective Date"), by and between Rhodia, S.A. 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.

ARTICLE 3. USE OF TRANSFERRED TRADEMARKS

As of the Effective Date 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.

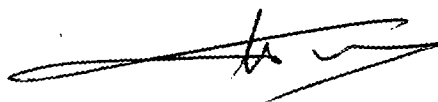
This Agreement shall also be binding on any affiliate, subsidiary or successors of the parties hereto.

[signature page follows]

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

This document is executed as a deed and delivered on 31 August 2005.

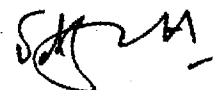
SIGNED AS A DEED on behalf of)
ASSIGNOR - RHODIA, S.A.)
a company incorporated in France,)
in accordance with the laws of that territory,)
represented in this act by Daniel Vidaline)
under authority of the company:)



Authorized signatory

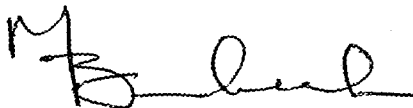
Date: 31 August 2005

WITNESSED BY:



EDWARD BARRETT
NARROW QUAY HOUSE,
BRISTOL, BS1 4AH UK
TRADEMARK SOLICITOR

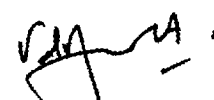
SIGNED AS A DEED on behalf of)
E.I. du Pont de Nemours and Company)
a company incorporated in the United States)
of America, State of Delaware, in)
accordance with the laws of that territory,)
represented in this act by Mark Baunchalk)
acting under the authority of)
the company:)



Authorized signatory

Date: 31 August 2005

WITNESSED BY:



EDWARD BARRETT
NARROW QUAY HOUSE,
BRISTOL, BS1 4AH UK
TRADEMARK SOLICITOR

Schedule "A"

Trademark	Country , date and Registration Number
39TC®	Austria Dec. 10, 2001, 772406 Benelux Dec. 10, 2001, 772406 Denmark Dec. 10, 2001, 772406 Finland, Dec. 10, 2001, 772406 France July 6, 2001, 01 3110101 Greece, Dec. 10, 2001, 772406 Iceland, Dec. 10, 2001, 772406 Int'l Proc, Dec. 10, 2001, 772406 Ireland, Dec. 20, 2001, 223373 Italy, Dec. 10, 2001, 772406 Norway, Dec. 10, 2001, 772406 Portugal, Dec. 10, 2001, 772406 Spain, Dec. 10, 2001, 772406 Sweden, filed Dec. 10, 2001, App. 772406 Switzerland, Dec. 10, 2001, 772406 U.K., Dec 10, 2001, 772406 U.S., May 4, 2004, 2,837,699