

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
Solutia, Inc.		07/20/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Novus International, Inc.		
Street Address:	530 Maryville Centre Drive		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0501027	SANTOQUIN	
Registration Number:	0585517	SANTOQUIN	
Registration Number:	2369160	AGRADO	
Registration Number:	2375828	AGRADO	
CORRESPONDENCE DATA			
Fax Number:	(314)576-4250		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-576-8886		
Email:	jennifer.wagner@novusint.com		
Correspondent Name:	Jennifer L. Wagner		
Address Line 1:	530 Maryville Centre Drive		
Address Line 4:	St. Louis, MISSOURI 63141		
NAME OF SUBMITTER:	Jennifer L. Wagner		
Signature:	/Jennifer L. Wagner/		

OP \$115.00 0501027

Date:

03/21/2006

Total Attachments: 10

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ASSIGNMENT

1. **WHEREAS**, Solutia, Inc. of 575 Maryville Centre Drive, St. Louis, Missouri 63141, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "Assignor"), has adopted and used in its business certain trademarks and domain names; and

2. **WHEREAS**, Assignor has certain trademarks, trademark applications, registrations, expired registrations and domain names throughout the world relating to one of said trademarks, including but not necessarily limited to those listed in the attached Appendix A; and

3. **WHEREAS**, Novus International, Inc. of 530 Maryville Centre Drive, St. Louis, Missouri 63141, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title and interest of Assignor in said trademarks, applications, registrations, domain names, and any rights remaining in expired registrations, together with the good will of the business in connection with which said trademarks and domain names are used; and

4. **NOW THEREFORE**, in consideration of the sum one dollar (\$1.00) and other good and valuable consideration by Assignee to Assignor in hand paid, receipt of all of which is hereby acknowledged, Assignor has agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest throughout the world in and to said trademarks, trademark applications, trademark registrations, domain names and any rights remaining in expired trademark registrations and domain names, whether or not listed on Appendix A, for the trademarks SANTOQUIN and AGRADO, together with the good will of the business in connection with which said trademarks and domain names are used, and together with full right to sue for and recover all profits and damages recoverable from past infringements of said trademarks and domain names. Assignor and Assignee agree to execute such further documents as may be reasonably necessary and appropriate to effect recorded transfer of title to such trademarks and domain names; and

5. **TO BE HELD AND ENJOYED BY** Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

6. **THE WORLDWIDE TRADEMARKS AND DOMAIN NAMES ARE AS FOLLOWS:**

SEE ATTACHED APPENDIX A

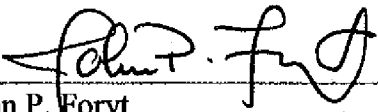
7. Assignee acknowledges and agrees that Assignor's sale and assignment hereunder expressly excludes marks other than Santoquin that feature the letter string "Santo-," such as Santosol, Santolink, Santochlor.

8. In certain foreign countries outside the United States there are legal requirements mandating that certain marks sharing common features be inter-associated and prevented from outright transfer except together as a unit (hereafter "Associations"). In the event that there may be active Association(s) restricting outright transfer of one or more trademarks set forth in Appendix A, and in the event that such Association(s) cannot feasibly be declared inactive or disassociated by request to the applicable Trademark Registry, such that recordal of an outright transfer of ownership of such trademark is not reasonably feasible, this Assignment will be considered void with respect only to such trademark(s) in such country, and Solutia will execute a royalty-free, Trademark Exclusive License Agreement in favor of Assignee Novus as to such Trademark in such country(ies), substantially in the form of Appendix A attached hereto. The parties agree to execute such further documents as may be reasonably necessary and appropriate to effect recordal of such Trademark Exclusive License Agreement(s). Any efforts to record such licenses or to effect disassociation or declaration of inactivity of Association(s) shall be made at Novus' expense.

IN WITNESS WHEREOF, Assignor has caused these presents to be executed by its officers thereunto duly authorized and its corporate seal to be affixed this 20th day of July, 2004 at Cantonment, Florida.

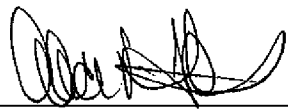
SOLUTIA, INC.

John P. Foryt
Chief Intellectual Property Counsel
Authorized to sign this document for
Solutia Inc. by resolution dated
September 3, 1997 of the Board of Directors
and amended June 25, 2003

By 
John P. Foryt
Chief IP Counsel

IN WITNESS WHEREOF, Assignee has caused these presents to be executed by its officers thereunto duly authorized and its corporate seal to be affixed this 10th day of ^{November}~~July~~, 2004 at St. Louis, Missouri.

NOVUS INTERNATIONAL, INC.

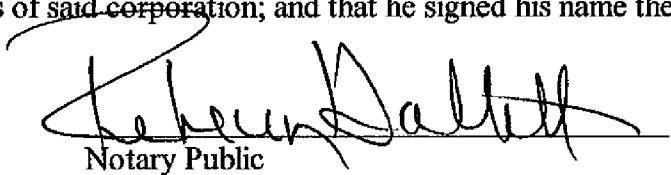
By 
Alice V. Sterkel
Assistant Secretary

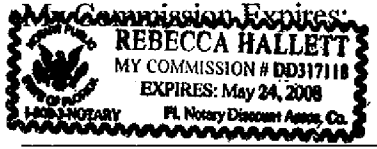
ACKNOWLEDGEMENT

State of Florida

County of Escambia

On this 20th day of July 2004, before me personally came John P. Foryt, to me known, who, being by me duly sworn, did depose and say that he is Chief I.P. Counsel of Solutia, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.


Notary Public



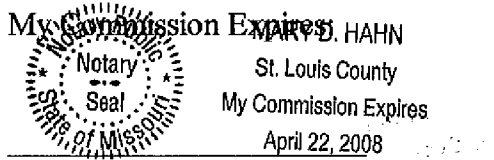
(Notarial Seal)

State of Missouri

County of St. Louis

On this 10th day of November, 2004, before me personally came Alice V. Sterkel, to me known, who, being by me duly sworn, did depose and say that she is the Assistant Secretary of Novus International, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.


Notary Public



(Notarial Seal)

APPENDIX A

A. UNITED STATES TRADEMARK REGISTRATIONS

<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Trademark</u>
501,027	July 13, 1948	SANTOQUIN
585,517	February 9, 1954	SANTOQUIN and design
2,369,160	July 18, 2000	AGRADO
2,375,828	August 8, 2000	AGRADO and design

B. FOREIGN COUNTRY TRADEMARK REGISTRATIONS

<u>Reg. No.</u>	<u>Country</u>	<u>Trademark</u>
53609/A	Bolivia	SANTOQUIN
293688	China	SANTOQUIN
318923	Switzerland	SANTOQUIN
1647121	Argentina	SANTOQUIN
5610	Romania	SANTOQUIN
A155235	Australia	SANTOQUIN
42400	Taiwan	SANTOQUIN
1008976	Germany	SANTOQUIN
60246	Colombia	SANTOQUIN
227530	India	SANTOQUIN
36631	Singapore	SANTOQUIN
51701	Algeria	SANTOQUIN
20217	Korea, Republic of	SANTOQUIN
115507	Canada	SANTOQUIN
48598	Austria	SANTOQUIN
413929	Italy	SANTOQUIN
107365	Panama	SANTOQUIN
50755	Honduras	SANTOQUIN
Kor112158	Thailand	SANTOQUIN
14411	El Salvador	SANTOQUIN
52880	Pakistan	SANTOQUIN
15010	Nicaragua	SANTOQUIN
271041	Indonesia	SANTOQUIN
17035/273/49	Guatemala	SANTOQUIN
M/43453	Malaya	SANTOQUIN
17595	Philippines	SANTOQUIN
32711	Sri Lanka	SANTOQUIN
871/1970	Hong Kong	SANTOQUIN
38230	Greece	SANTOQUIN
19086	Costa Rica	SANTOQUIN

APPENDIX A

B. FOREIGN COUNTRY TRADEMARK REGISTRATIONS - continued

<u>Reg. No.</u>	<u>Country</u>	<u>Trademark</u>
52969	Venezuela	SANTOQUIN
108183	Sweden	SANTOQUIN
404439	Spain	SANTOQUIN
43023	Benelux	SANTOQUIN
6008216	Brazil	SANTOQUIN
30465	Peru	SANTOQUIN
92384	New Zealand	SANTOQUIN
82891	Ireland	SANTOQUIN
836200	United Kingdom	SANTOQUIN
1369144	France	SANTOQUIN
R/5775/95	Ecuador	SANTOQUIN
415/1966	Denmark	SANTOQUIN
305261	Chile	SANTOQUIN
65/0826	South Africa	SANTOQUIN

C. FOREIGN COUNTRY TRADEMARK APPLICATIONS

<u>App. No.</u>	<u>Country</u>	<u>Trademark</u>
1012740	Canada	AGRADO
522	Angola	SANTOQUIN
(Filed 2/27/2002)	Puerto Rico	SANTOQUIN
(Filed 2/12/04)	China	SANTOQUIN in Chinese Characters

D. EXPIRED TRADEMARK REGISTRATIONS

<u>App. No.</u>	<u>Country</u>	<u>Trademark</u>
314617	Portugal	SANTOQUIN
23159	Puerto Rico	SANTOQUIN

E. WORLDWIDE TRADEMARK DOMAIN NAMES

agrado.com	Registered with Network Solutions LLC
santoquin.com	Registered with Network Solutions LLC
agrado.info	Registered through Ladas & Parry
santoquin.info	Registered through Ladas & Parry

APPENDIX B

TRADEMARK EXCLUSIVE LICENSE AGREEMENT

This Trademark Exclusive License Agreement is made as of the effective date of July 20, 2004, by and between the parties, namely, the Licensor, Solutia, Inc., a Delaware corporation with offices at 575 Maryville Centre Drive, St. Louis, Missouri, United States of America ("Solutia"), on the one hand, and the Licensee, NOVUS INTERNATIONAL, INC., a Delaware corporation with offices at 530 Maryville Centre Drive, St. Louis, Missouri, United States of America ("Novus").

WHEREAS, Solutia is the owner and proprietor in certain countries, of registrations and/or applications in the country(ies) as listed in the attached Appendix A where there are association requirements for the Trademark SANTOQUIN with other marks, without reasonable prospects for deactivation or disassociation by request to the applicable Trademark Registry. The registrations and/or applications are in connection with certain goods as more particularly set forth in those registrations and applications, hereinafter referred to as the "Goods";

WHEREAS, Solutia has previously used the mark SANTOQUIN (referred to as "the Trademark") in its ethoxyquin business in certain country(ies);

WHEREAS, NOVUS wishes to obtain from Solutia the exclusive right to use the Trademark in such country(ies);

NOW THEREFOR:

(1) GRANT OF LICENSE

Solutia hereby grants to Novus, and Novus hereby accepts from Solutia, the exclusive right to use the Trademark, on a royalty-free basis in connection with the Goods in the country(ies) set forth in Appendix A;

(2) DURATION

This Agreement is effective as of the date appearing on the cover of the document and it shall continue in effect for the remainder of the term of the above-identified registrations and the term of the registrations resulting from the pending applications, and shall be automatically renewed, unless earlier terminated, upon renewal of the subject registration(s). This Agreement may be terminated by Novus on thirty (30) days written notice to Solutia, such notice being deemed to have been sufficiently given once sent by registered mail addressed to the party notified at the addresses shown at the beginning of this Agreement.

(3) QUALITY STANDARDS; METHODS OF USE

Novus agrees that Solutia shall have the right to control the nature and quality of all Goods rendered by Novus in connection with the Trademark. The parties are both well aware of the nature and high quality of the products sold under the Trademark previously, and such shall be and constitute the prevailing minimum standard in connection with the Trademark, except as varied by the parties. Novus agrees to cooperate in facilitating Solutia's control of the nature and quality of the Goods and of all use of the Trademark in conjunction with the Goods. Novus agrees to provide representative samples of the Goods and all uses of the Trademark, and to permit reasonable inspection, at the request of Solutia. The Goods under the Trademark shall meet or exceed a level of quality generally accepted for other leading competitive brands of the same and/or comparable products in the same markets. Novus agrees it will not use the Trademark in a form, manner or for a subject matter as to (a) reduce the value of the Trademark or to (b) damage Solutia's business. Should Solutia determine that such do not meet the required standards of quality set forth herein, the former shall notify the latter in writing, giving full details regarding the deficiency therein. Upon receipt of such notice, Novus shall take reasonable steps to cure the deficiency within one hundred eighty (180) days.

(4) MARKING

On each public usage of one or more of the Trademarks, including advertising, promotional and informational literature, labels, tags, and other material, Novus shall prominently mark all containers, packaging, labels, promotional literature, informational literature, with the following legend(s), as applicable:

Trademark SANTOQUIN under License from Proprietor Solutia Inc.

Such legend shall be contained on the same page with the first or most prominent usage of the Trademark in each piece, and should be connected with the first, most prominent usage by placing a superscript character, such as an asterisk or the like, both next to the Trademark and preceding the above legend.

(5) TITLE, REGISTRATION, RECORDAL OF LICENSE AND REGISTERED USER

Novus acknowledges that Solutia is the Owner and Proprietor of the Trademark, and Novus agrees not to contest or challenge Solutia's ownership of the Trademark. Use made by and on behalf of Novus shall inure to the benefit of Solutia. Novus will on request of Solutia or its agents cooperate in executing documents and obtaining information as Solutia may require for the purpose of obtaining or maintaining registration of the Trademark, securing recordation of this Trademark Exclusive License Agreement and/or of Novus as a registered user thereof. Entry of registered user may be cancelled by Solutia upon cancellation of this Trademark Exclusive License Agreement. Novus agrees that it will

cooperate with Solutia to achieve recordal of license to Novus against the registrations or applications, including those set forth in Appendix A, and cancellation of recordal or registered user upon cancellation of this Trademark Exclusive License Agreement, by executing documents therefor. Novus shall be responsible for costs incurred in maintenance of the above-identified registration of the Trademark, and for recordal of this license to Novus. Absent renewal by Solutia, Novus shall have the option to renew the subject registration in Solutia's name and on its behalf.

(6) INFRINGEMENT & ENFORCEMENT

Novus agrees to notify Solutia of any unauthorized use of the Trademark by others promptly as it comes to Novus' attention. Novus shall have the right and authority to bring proceedings under the Trademark on its own behalf and at its own expense during the term of this license, as may be feasible, under the applicable law. Solutia shall have no obligation under this Agreement to bring proceedings under the Trademark.

(7) NOTICE

Every notice provided for in this Agreement to be given by one party to another party shall be deemed given on the date received by hand delivery or registered mail, postage prepaid, to the address set forth below or such other person or address as may hereafter be designated by a party in writing:

To Solutia: Solutia Inc.
Law Department 3S
575 Maryville Centre Drive
St. Louis, Missouri, USA 63141
Attn: General Intellectual Property Counsel

To Novus: Novus International, Inc.
530 Maryville Centre Drive, Suite 100
St. Louis, Missouri 63141 USA
Attn: General Counsel

(8) RELATIONSHIP OF THE PARTIES

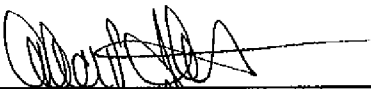
Nothing herein shall be construed to place Solutia and Novus as agents of one another or in a relationship of anything other than independent contractors. Solutia and Novus are not agents, franchisor/franchisee, partners, or joint venturers. Neither Solutia nor Novus shall have the power to obligate or bind the other in any manner whatsoever. Novus agrees to defend, indemnify and hold Solutia harmless against any claims, demands, causes of action and judgments arising out of Novus' manufacture, sale, distribution, promotion, advertising of Goods in connection with this License Agreement.

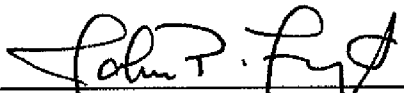
(9) **MODIFICATION; SEVERABILITY; WAIVER**

Any amendment, change or modification to this License Agreement shall be void unless in writing signed by both parties hereto. Each provision of this Trademark Exclusive License Agreement shall to the greatest extent possible be interpreted in such a manner as to comply with applicable law, but if any provision under such an interpretation is determined to be void or unenforceable, the remaining provisions shall not be affected but shall remain in full force and effect and continue to be binding on the parties. No waiver by either party of a breach or default of this Trademark Exclusive License Agreement shall be deemed a waiver by such party of another breach or default of a like or similar nature.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by its authorized officers or representatives as of the date first above written.

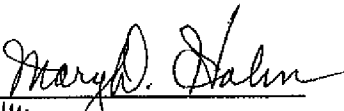
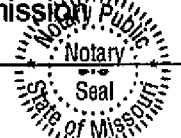
NOVUS INTERNATIONAL, INC. SOLUTIA, INC.

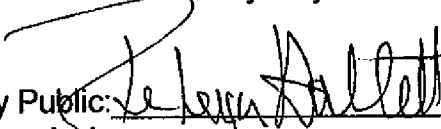
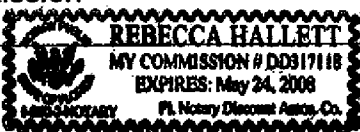
By: 
Printed Name: Alice V. Sterkel
Title: Assistant Secretary

By: 
Printed Name: John P. Foryt
Title: Chief Intellectual Property Counsel
John P. Foryt
Chief Intellectual Property Counsel
Authorized to sign this document for
Solutia Inc. by resolution dated
September 3, 1997 of the Board of Directors
and amended June 25, 2003

On this 10th day of November, 2004 the above named agent of Novus International, Inc. personally appeared before me, acknowledging that she signed the foregoing Trademark Exclusive License Agreement on behalf of Novus International, Inc. and pursuant to authority duly received.

On this 20th day of July, 2004 the above named agent of Solutia Inc. personally appeared before me, acknowledging that he signed the foregoing Trademark Exclusive License Agreement on behalf of Solutia, Inc. and pursuant to authority duly received.

Notary Public: 
My commission expires _____
 MARY D. HAHN
St. Louis County
My Commission Expires
April 22, 2008

Notary Public: 
My commission expires _____
 REBECCA HALLETT
MY COMMISSION # DD317118
EXPIRES: May 24, 2008
PL Notary Discount Assoc. Co.

T:\jem\Solutia Novus Exclusive License of Santoquin