

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
MacFarlan Smith Limited		08/02/2006	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Johnson Matthey Public Limited Company		
Street Address:	40-42 Hatton Garden		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC1N 8EE		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2140129	SOURPUSS	
CORRESPONDENCE DATA			
Fax Number:	(302)778-2600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	302-778-2500		
Email:	tmde@ratnerprestia.com		
Correspondent Name:	Rex A. Donnelly		
Address Line 1:	1007 Orange Street, Suite 1100		
Address Line 2:	P.O. Box 1596		
Address Line 4:	Wilmington, DELAWARE 19899		
ATTORNEY DOCKET NUMBER:	JMYT-373US		
DOMESTIC REPRESENTATIVE			
Name:	Rex A. Donnelly		
Address Line 1:	1007 Orange Street, Suite 1100		
Address Line 2:	P.O. Box 1596		

OP \$40.00 2140129

Address Line 4: Wilmington, DELAWARE 19899

NAME OF SUBMITTER:

Rex A. Donnelly

Signature:

/rexadonnelly/

Date:

09/08/2006

Total Attachments: 4

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TRADE MARK ASSIGNMENT

DATE: 2nd August 2006

PARTIES:

- (1) **MACFARLAN SMITH LIMITED** (registered number SC035640) whose registered office is at Wheatfield Road, Edinburgh, EH11 2QA (the "**Assignor**").
- (2) **JOHNSON MATTHEY PUBLIC LIMITED COMPANY** (registered number 33774) whose registered office is at 40-42 Hatton Garden, London, EC1N 8EE (the "**Assignee**").

BACKGROUND:

- (A) The Assignor is the legal and beneficial owner of the Trade Marks (as defined below).
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out below.

IT IS NOW AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless the context otherwise required:-
 - "**Territory**" means world excluding UK;
 - "**Trade Marks**" means the trade marks and trade mark applications set out in the Schedule.
- 1.2 The index and headings are included for convenience only and shall not affect the interpretation or construction of this Agreement.
- 1.3 References to Clauses or the Schedule are to clauses of or the schedule to this Agreement.

2. ASSIGNMENT

- 2.1 In consideration of the sum of £1.00 (one pound) now paid by the Assignee to the Assignor (the receipt of which the Assignor now acknowledges) the Assignor **HEREBY ASSIGNS** to the Assignee all its right, title and interest in and to the Trade Marks, **TO HOLD** unto the Assignee absolutely **TOGETHER WITH** the goodwill in the Trade Marks.

- 2.2 The rights so assigned include the right to sue for, and to recover any damages and other remedies in respect of, any infringement of the Trade Marks, which occurred or commenced prior to the date of this agreement.

3. FURTHER ASSURANCE

The Assignor will at all times at the request and reasonable cost of the Assignee execute all such instruments and do all such things as may be necessary or reasonably appropriate for the carrying out of this Agreement or to secure the vesting in the Assignee of the rights agreed to be assigned hereunder.

4. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English Law and all parties agree irrevocably to submit to the exclusive jurisdiction of the English courts to settle any disputes which may arise in connection with this Agreement.

5. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each of the parties has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

EXECUTION

The parties have shown their acceptance of the terms of this Agreement by executing it at the end of the Schedule.

SIGNED by
duly authorised for and on behalf of
MACFARLAN SMITH LIMITED

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for CWJ 2 Aug 06
Corporate Patents & Licensing Director

SIGNED by
duly authorised for an on behalf of
**JOHNSON MATTHEY PUBLIC
LIMITED COMPANY**

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Adrian 2nd August '06
Senior Patent Attorney

SCHEDULE

As mentioned in Clauses 1.1 and 1.3 above

Trademark	Territory	Reference No.	Proprietor	International Class	Serial No.	Registration No.	Status
SOURPUSS	USA	T(MBUS) 297 US	Macfarlan Smith Ltd	1	75129583	2140129	Registered