

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Macfarlan Smith Limited		08/06/2007	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:	EC1N8EE
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0738448	BITREX
Registration Number:	1751753	CONTAINS BITREX

CORRESPONDENCE DATA

Fax Number: (302)778-2600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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-371US
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DOMESTIC REPRESENTATIVE

Name:

OP \$65.00 0738448

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Rex A. Donnelly

Signature:

/rexadonnelly/

Date:

08/07/2007

Total Attachments: 5

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TRADE MARK ASSIGNMENT

DATE: 6th August 2007

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.


SCHEDULE

As mentioned in Clauses 1.1 and 1.3 above

Territory	Trademark	Reference No.	International Class	Application No.	Registration No.	Status
Australia	Bitrex	T(MBUS) 279 AU	1	unknown	181531	Registered
		T(MBUS) 282 AU		unknown	438748	
		T(MBUS) 284 AU		unknown	501350	
		T(MBUS) 288 AU		unknown	565958	
Iran	Bitrex	T(MBUS) 279 IR	1	7301241	72991	Registered

Norway	Bitrex	T(MBUS) 279 NO	1	unknown	63219	Registered
		T(MBUS) 282 NO		unknown	140606	
USA	Bitrex	T(MBUS) 279 US	1	72133965	0738448	Registered
		T(MBUS) 288 US		74121835	1751753	

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

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WITNESSED by



Name:
Nationality:
Address:

MARIANNE FIELD
BRITISH
35 CARDIFF ROAD, READING, RG1 8ET, UK

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

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)  ADN
)
)

WITNESSED by



Name:
Nationality:
Address:

FES
F.E. STRANGE
BRITISH
Highfield, Cashes Lane,
Reading RG8 7PY.