# 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
Akzo Nobel Chemicals BV		12/22/2005	CORPORATION: NETHERLANDS

### **RECEIVING PARTY DATA**

Name:	Lam Soon Plantations Sdn Bhd
Street Address:	Wisma DLS, No. 6 Jln Jurunilai U1/20
Internal Address:	Hicom-Glenmarie Industrial Park
City:	Shah Alam, Selangor Darul Ehsan
State/Country:	MALAYSIA
Postal Code:	40150
Entity Type:	CORPORATION: MALAYSIA

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0887341	KORTACID

#### **CORRESPONDENCE DATA**

Fax Number: (703)683-8396

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

Phone: (703) 548-6284 Email: dstarr@nathlaw.com Correspondent Name: GARY M. NATH 112 S. West Street Address Line 1:

ALEXANDRIA, VIRGINIA 22314 Address Line 4:

28552 ATTORNEY DOCKET NUMBER:

### DOMESTIC REPRESENTATIVE

Name: Gary M. Nath

Address Line 1: 112 S. West Street

Address Line 4: Alexandria, VIRGINIA 22314

**REEL: 003630 FRAME: 0919** 

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900088196

NAME OF SUBMITTER:	GARY M. NATH/HDS
Signature:	/H. David Starr for Gary M. Nath/
Date:	10/01/2007
Total Attachments: 3 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif	

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Schedule 3 Master assignment agreement

22 AUG 2007 (Pursuant to clause 8.3 (c) of the Sale and Purchase agreement dated December 22, 2005 between Ak Nobel Chemicals International BV and Lam Soon Plantations Sdn. Bhd.)

This Master Trademark Agreement ("this Agreement") is made as of December 22, 2005 between AKZO NOBEL CHEMICALS BV, a corporation organized under the laws of the Netherlands ("Assignor") and LAM SOON PLANTATIONS SDN. BHD, a corporation organized under the laws of Malaysia ("Assignee").

#### WHEREAS

Assignee has acquired from Akzo Nobel Chemicals International BV the shares from the Companies in the Sale and Purchase agreement dated December 22, 2005 (hereinafter SPA); and

Assignor is an affiliated company of Akzo Nobel Chemicals International BV; and

It has been agreed in the SPA that Assignee acquires and wishes to acquire all rights, title and interest in the trademark KORTACID by means of a Master Trademark Agreement; and

Assignor, in accordance with the SPA, desires to sell to Assignee on the terms and conditions of this Agreement, all rights, title and interest in the trademark KORTACID as listed in Exhibit A to this agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. Assignment, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee its successors and assigns, all Assignor's world-wide right, title and interest in the KORTACID trademark ("Trademark"), including but not limited to applications and registrations set forth on Exhibit A attached hereto, together with the goodwill of the business with which the Trademark are used and which is symbolized by the Trademark, along with the right to recover for damages and profits for past and future infringements thereof, the Trademark to be held and enjoyed by Assignee for its own use and behalf and for the use and behalf of the Companies (as defined in the SPA) and its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
- 2. Assurance. At any time, or from time to time, after the Completion Date, but in any event within 12 (twelve) months after the Completion Date, the Assignee shall prepare and shall take on its own responsibility and on its own costs all such further steps and all such further documents as the Assignee may reasonably require for the purpose of vesting in the full legal ownership and for the purpose of effecting the recording thereof (where appropriate), of the Trademark registries for the Trademark around the world. At the request and at the expense of the Assignee, the Assignor shall arrange for appropriate signatures on such documents and, if so needed, notarization and/or legalization thereof.
- Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the 3. parties hereto and to their respective successors and assigns.
- 4. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, this Agreement shall be interpreted and enforceable as if such provision was severed or limited, nut only to the extent necessary to render such provision and this Agreement enforceable.
- 5. Modification and Waiver. No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing by all the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party granting the waiver.

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6. Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of Malaysia.

The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation. If the matter cannot be resolved in the normal course of business, any interested Party shall give the other Parties written notice of any such dispute not resolved, after which the dispute shall be referred to more managing directors of all Parties, who shall likewise attempt to resolve the dispute.

All disputes, controversies or claims arising out of or in connection with this Agreement, including the breach, termination or invalidity of it, which are unresolved by the Managing Directors of the Assignor and the Assignee pursuant to this clause, shall be referred to and finally settled in accordance with the Uncitral Arbitration Rules (Arbitration Rules of the United Nations Commission of International Trade Laws) then prevailing by one (1) arbitrator appointed in accordance with those Rules. The seat of the arbitration shall be Singapore. The language of the arbitration shall be English. Arbitration shall not preclude any party hereto from applying to the courts of Malaysia for the grant of any orders or remedy in respect of the provisions herein.

IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

LAM SOON PLANTATIONS SDN. BHD. (Company No. 40857-X)

SIGNED by Khoo Heng Suan for and on behalf of

Lam Soon Plantations Sdn. Bhd.

(Company No. 40857-X)

SIGNED by Whang Shang Ying for and on behalf of

Lam Soon Plantations Sdn, Bhd,

(Company No. 40857-X)

AKZO NOBEL CHEMICALS B.V.

SIGNED by Floris UAR MALL)
for and on behalf of

Akzo Nobel Chemicals B.V.

SIGNED by DERK for and on behalf of

Akzo Nobel Chemicals B.V.

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Trademark   報報的報告   Country 結果   医動物   Trademark   T	では、 の	全Status語	Appli No:	<b>建盟のWneis理論的時間 はStatus建 かApplifino等 Applit Date 像Regit Nois Regit Date   家Renewalt   Glass   IType</b>	Reg. Date	≅Renewal⊈ Glas	Type
KORTACID Andorra	Akzo Nobel Chemicals B.V.	Registered 72	7241	06-jun-97 6.515	06-jun-97	06-jun-07¦01	Word
KORTACID Australia	Akzo Nobel Chemicals B.V.	Registered		11-jan-90 526.890	12-dec-91	11-jan-07 01	Word
KORTACID Bosnia and Herzegovina	Akzo Nobel Chemicals B.V.	Registered		25-mrt-97 319280	25-mrt-97	24-aug-06 01	Word
KORTACID Canada	Akzo Nobel Chemicals B.V.	Renewed		12-aug-68 163.137	30-mei-69	30-mei-14 01	Word
KORTACID China (Peoples Republic)	Akzo Nobel Chemicals B.V.	Registered 36	3693647	28-aug-03 3693647	07-jul-05	06-jul-15 01	Word
KORTACID Croatia	Akzo Nobel Chemicals B.V.	Registered		12-nov-92 319280	12-nov-92	24-aug-06 01	Word
KORTACID Egypt	Akzo Nobel Chemicals B.V.	Registered		19-aug-66 319280	19-aug-66	24-aug-06 01	Word
KORTACID European Community	Akzo Nobel Chemicals B.V.	Registered 3:	3338605	08-sep-03 3338605	27-apr-05	08-sep-13 01	Word
KORTACID Hungary	Akzo Nobel Chemicals B.V.	Registered		19-aug-66 319280	19-aug-66	24-aug-06 01	Word
KORTACID India	Akzo Nobel Chemicals B.V.	Published 17	230069	02-sep-03		02-sep-10 01	Word
KORTACID International Registration	Akzo Nobel Chemicals B.V.	Registered		24-aug-66 319280	24-aug-66	24-aug-06 01	Word
KORTACID Israel	Akzo Nobel Chemicals B.V.	Renewed	-	05-okt-66 26484	21-jul-68	05-okt-15 01	Word
KORTACID Japan	Akzo Nobel Chemicals B.V.	Registered	,,,	26-aug-03 319280	26-aug-03	24-aug-06 01	Word
KORTACID Korea, Republic of	Akzo Nobel Chemicals B.V.	Registered		26-aug-03 319280	26-aug-03	24-aug-06 01	Word
KORTACID Lebanon	Akzo Nobel Chemicals B.V.	Registered		17-okt-66/41.256	17-okt-66	17-okt-11 01	Word
KORTACID Macedonia	Akzo Nobel Chemicals B.V.	Registered		03-dec-93(319280	03-dec-93	24-aug-06 01	Word
KORTACID Malaysia	Akzo Nobel Chemicals B.V.	Pending 2	2003/11255	02-sep-03		02-sep-13 01	Word
KORTACID Morocco	Akzo Nobel Chemicals B.V.	Registered		19-aug-66 319280	19-aug-66	24-aug-06 01	Word
KORTACID Poland	Akzo Nobel Chemicals B.V.	Registered		30-nov-66 46.321	24-feb-67	30-nov-06 01	Word
KORTACID Romania	Akzo Nobel Chemicals B.V.	Registered		19-aug-66 319280	19-aug-66	24-aug-06 01	Word
KORTACID Serbia and Montenegro	Akzo Nobel Chemicals B.V.	Registered		19-aug-66 319280	19-aug-66	24-aug-06 01	Word
KORTACID Slovenia	Akzo Nobel Chemicals B.V.	Registered		24-feb-93 319280	24-feb-93	24-aug-06 01	Word
KORTACID Switzerland	Akzo Nobel Chemicals B.V.	Registered		19-aug-66 319280	19-aug-66	24-aug-06 01	Word
KORTACID Thailand	Akzo Nobel Chemicals B.V.	Registered 5	528554	29-aug-03 Kor196242	12-mei-04	29-aug-13 01	Word
KORTACID Tunisia	Akzo Nobel Chemicals B.V.	Registered		19-aug-66/319280	19-aug-66	24-aug-06 01	Word
KORTACID United States of America	Akzo Nobel Chemicals B.V.	Renewed		14-feb-69 887341	10-mrt-70	27-jun-10 01	Word

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RECORDED: 10/01/2007