

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 Chimie SAS		01/31/2007	Societe par Actions Simplifiee: FRANCE
RECEIVING PARTY DATA			
Name:	Rhodia Silicones SAS		
Street Address:	21 avenue George Pompidou		
Internal Address:	Batiment B-Danica		
City:	69003 Lyon		
State/Country:	FRANCE		
Entity Type:	Societe par Actions Simplifiee: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1350159	SILBIONE	
CORRESPONDENCE DATA			
Fax Number:	(215)230-8886		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ricciutij@comcast.net		
Correspondent Name:	Janet G. Ricciuti		
Address Line 1:	3735 Concord Road		
Address Line 4:	Doylestown, PENNSYLVANIA 18902		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

OP \$40.00 1350159

NAME OF SUBMITTER:	Janet G. Ricciuti
Signature:	/jgr123/
Date:	10/26/2007
Total Attachments: 7 source=RhodiaAssignPage1#page1.tif source=RhodiaAssignPage2#page1.tif source=RhodiaAssignPage3#page1.tif source=RhodiaAssignPage4#page1.tif source=RhodiaAssignPage5#page1.tif source=RhodiaAssignPage6#page1.tif source=RhodiaAssignPage7#page1.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

BETWEEN

RHODIA CHIMIE SAS
RHODIA NEDERLAND B.V.
RHODIA IBERIA
RHODIA INC.
RHODIA AUSTRALIA

AND

RHODIA SILICONES SAS

JANUARY 31, 2007

Je soussigné, M^o **Hervé POMMERY**
Notaire Associé à Paris, certifie la
signature de *Mme Gaelle DAVELUY*
apposée sur le présent document



Certifié conforme à l'original

BLUESTAR SILICONES FRANCE SAS
21, avenue Georges Pompidou
F- 69486 LYON CEDEX 03
Tél. + 33 (0) 4 72 13 19 00 - Fax + 33 (0) 4 72 13 19 88

[Signature]

This TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (the "Agreement") entered into this 31st day of January 2007, by and between Rhodia Chimie, a *société par actions simplifiée* incorporated and operating under the laws of France, whose registered office is located at 40 rue de la Haie Coq, 92300 Aubervilliers, France, registered under number 642 014 526 RCS Nanterre ; and Rhodia Nederland B.V. a company incorporated and operating under the laws of the Netherlands, whose registered office is located at Bovenkerkerweg 6-8 1185 XE Amstelveen, Netherlands ; and Rhodia Iberia a company incorporated and operating under the laws of Spain, whose registered office is located at Capitan Haya,1, 28020 Madrid Spain ; and Rhodia Inc. a company incorporated and operating under the laws of the State of Delaware whose registered office is located at 8 Cedar Brook Drive, Cranbury NJ 08512-7500 USA ; and Rhodia Australia a company incorporated and operating under the laws of Australia whose registered office is located at 313 Middleborough Road, Box Hill Victoria 3128, Australia, (the "Assignors"),

and,

Rhodia Silicones SAS (which name will be changed into Bluestar Silicones France SAS), a *société par actions simplifiée* incorporated and operating under the laws of France, whose registered office is located at 21 avenue George Pompidou Batiment B-Danica 69003 Lyon, registered under number 420 611 386 RCS Lyon, (the "Assignee").

The Assignor and the Assignee shall individually be referred to as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, the Assignor is the owner of the Trademarks and Domain names listed in Exhibits 1 and 2 of this Agreement,

WHEREAS, Assignor and Assignee, as Sellers, have entered into a Share Purchase Agreement (the "SPA") relating to the sale of the Silicone Business (as defined in the SPA) with China National Blue Star Corporation as Buyer,

WHEREAS, pursuant to Article 7.7 (a) of the SPA, the Trademarks and Domain Names listed in Exhibits 1 and 2 attached hereto, shall be assigned by the Assignor to the Assignee on the Closing Date,

WHEREAS, the Assignor is willing to sell the Trademarks and Domain Names to the Assignee and the Assignee is willing to purchase the Trademarks and Domain Names pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged :

ARTICLE 1 - DEFINITIONS

In this Agreement, the following words and phrases shall, except insofar as the context otherwise requires, bear the meanings respectively set against them:

"Assignor" shall mean, as the case may be, either Rhodia Chimie or Rhodia Nederland or Rhodia Inc. or Rhodia Iberia or Rhodia Australia.

"Trademarks" shall mean the trademarks listed in Exhibit 1.

"Domain Names" shall mean the domain names listed in Exhibit 2.

ARTICLE 2 - ASSIGNMENT

2.1 The Assignor hereby sells, transfers, conveys, assigns and delivers to the Assignee, and the Assignee hereby accepts, purchases, and acquires all of the Assignor's right, title and interest in and to the Trademarks and Domain Names, the goodwill of the business attached to such Trademarks and Domain Names, all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringements, unfair competition and or misappropriation thereof, any rights to protection of interest in the Trademarks and Domain Names, and all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives ; provided however that the Assignee shall not raise any claim against any company of the Rhodia Group for use of the Trademarks and Domain Names prior to the Closing date.

2.2 A number of Domain Names are currently used by the Assignor in connection with web sites which describe the Assignor's activities. For the avoidance of any doubt, the Parties acknowledge and agree that the Assignee shall not acquire any right in or to the content of those web sites describing the Assignor's activities.

ARTICLE 3 - EFFECT OF THE ASSIGNMENT

3.1 The Assignor transfers to the Assignee the benefit of the right to collect damages and payments for claims of past, present, and future infringements and/or misappropriation thereof, if any, against infringement of the Trademarks and Domain Names, which are not time-barred on the date hereof.

3.2 As from the date of transfer of ownership of the Trademarks and Domain Names, the Assignee shall be entitled to collect all royalties and payment due or payable with respect to the Trademarks and Domain Names and as from the date of transfer of ownership of the Trademarks and Domain Names, the Assignee shall be solely responsible for maintenance and renewal of the Trademarks and Domain Names.

3.3 The date of transfer of ownership of the Trademarks and Domain Names is the date hereof.

ARTICLE 4 - PRICE

In consideration of this assignment, the Assignee shall pay the amount of (one) (1) Euro. Payment shall be made upon execution of this Agreement.

ARTICLE 5 - FORMALITIES

5.1 All formalities resulting from this assignment with respect to the Trademarks shall be made by Assignee, save for the registration in the name of Rhodia Chimie SAS and Rhodia Nederland BV of the Trademarks which are still registered in the name of Rhone Poulenc Chimie SA and Rhone Poulenc Nederland BV which shall be made by the Assignor. All costs associated therewith shall be borne by Assignee, save for the costs associated with the registration in the name of Rhodia Chimie SAS and Rhodia Nederland BV of the Trademarks which are still registered in the name of Rhone Poulenc Chimie SA and Rhone Poulenc Nederland BV which shall be borne by the Assignor.

5.2 The Assignor authorizes the appropriate foreign or international offices or registrars to record the Assignee as owner of the Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives.

5.3 The Assignor undertakes to sign all documents and to complete all necessary steps, and provide all lawful cooperation in order to allow the Assignee to proceed with the registration of this assignment in any register concerned.

5.4 The registration of this assignment with the tax administration may be effected by the Assignee who shall pay all registration duties arising therefrom.

5.5 Within 30 calendar days from the date of transfer of ownership of the Trademarks and Domain Names, Assignee shall indicate in writing to Assignor the contact information (including first name, last name, name of entity, physical address, phone number, fax number and e-mail) of the responsible individual to whom the Trademarks and Domain Names files shall be conveyed. The Trademarks and Domain Names files shall be conveyed by Assignor to Assignee within 15 calendar days from the date Assignee indicates said contact information.

ARTICLE 6 - GENERAL

6.1 Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and personally delivered or sent by registered or certified mail.

return receipt requested, addressed as follows or to such other address as the Parties shall have given notice of pursuant hereto:

The Assignor: Rhodia Chimie
40 rue de la Haie Coq
92300 Aubervilliers France
Attn: Ms Isabelle Simonnet
Tel : + 33.1. 53.56.54.37
Fax : + 33.1.53.56.54.35

The Assignee: Rhodia Silicones
21 avenue George Pompidou
Batiment B-Danica
69003 Lyon
Attn: Mr. Louis Vovelle
R&D Director
Tel :+ 33.4.72.13.19.24
Fax : + 33.4.72.13.19.99

6.2 This Agreement and the Exhibits hereto represent the entire understanding and agreement of the Parties and supersede all prior agreements, understandings or arrangements among the Parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed by a written instrument signed by the Assignor and the Assignee, and any provision hereof can be waived only by written instrument signed by the Party against whom enforcement of such waiver is sought.

6.3 The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.4 This Agreement shall be governed by and construed and enforced in accordance with the laws of France. Any dispute, controversy or claim arising out of, or in connection with this Agreement or the breach, termination or validity thereof, which cannot be resolved by good faith discussions between the Parties shall be submitted to the Tribunal de Grande Instance de Paris.

6.5 Whether or not the transactions contemplated hereby are consummated, the Parties hereto shall pay their own respective expenses.

6.6 If at any time subsequent to the date hereof, any provisions of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement. The Parties agree that any provision held to be illegal, void or unenforceable shall be deemed automatically amended so as to be enforceable to the maximum extent allowable under applicable law.

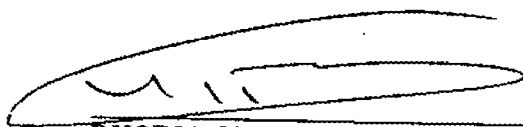
6.7 The Exhibit to this Agreement constitutes an integral part of this Agreement and is hereby incorporated into this Agreement by this reference.


6.8 The Parties covenant and agree that, subsequent to the execution and delivery of this Agreement and without any additional consideration, each of the Parties shall execute and

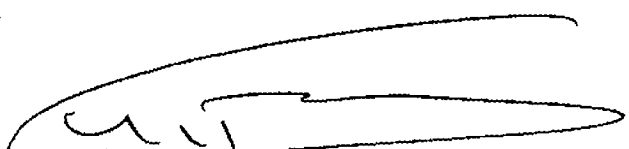
deliver any further legal instruments and perform such acts which are or may become necessary to effectuate the purposes of this Agreement.

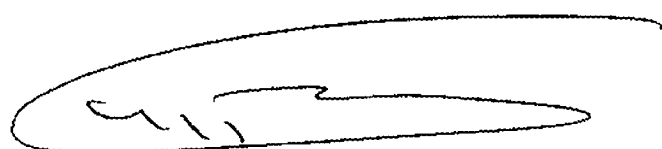
6.9 Neither Party shall use the other's name or refer to it directly or indirectly in an advertisement, news release or release to any professional or trade publication without written approval from the other Party for such use or release. Nothing contained in or relating to this Agreement shall constitute or be deemed to constitute a partnership or joint venture among the Parties thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written, in seven (7) originals.


RHODIA CHIMIE
Represented by Yves Baisden
Duly authorized


RHODIA SILICONES
Represented by Yves Baisden
Duly authorized


RHODIA NEDERLAND
Represented by Yves Baisden
Duly authorized


RHODIA IBERIA
Represented by Yves Baisden
Duly authorized

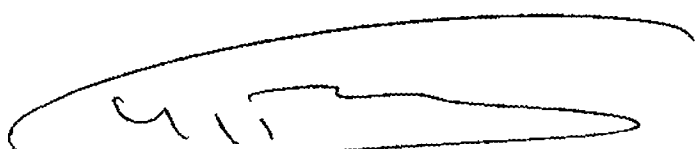

RHODIA INC.
Represented by Yves Baisden
Duly authorized

EXHIBIT 1 *United States only*

TRADEMARKS

TRADEMARKS

ENR = REGISTRATION
 REN = RENEWAL
 FLG = FILING
 FLD = FILING DECISION
 PUB = PUBLICATION

Trademark name	Country	Filing date	Filing number	Registration date	Registration number	Classes	Status event	Next due date	Registered owners
LYNDCOAT	United States of America	23/Mar/1995	74/650458	05/Nov/1996	2013164	01	REN	05/Nov/2016	RHODIA INC
SILBIONE	United States of America	08/Mar/1984	469163	23/Jul/1985	1350159	01.05	REN	23/Jul/2015	RHONE-POULENC CHIMIE S.A.
SILCOLAPSE	United States of America			03/Dec/1988	861226	01	ENR	03/Dec/2008	RHONE-POULENC NEDERLAND B.V.
SILCOLEASE	United States of America			07/Jan/1989	862973	01	ENR	07/Jan/2009	RHONE-POULENC NEDERLAND B.V.
SILCOSET	United States of America			24/Dec/1988	862198	17	ENR	24/Dec/2008	RHONE-POULENC NEDERLAND B.V.

TRADEMARK