

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Arkema France		04/26/2007	LIMITED LIABILITY COMPANY: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sartomer Technology Company, Inc.		
<b>Street Address:</b>	103 Foulk Road		
<b>Internal Address:</b>	Suite 202		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19803		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0870278	POLY B-D	
Registration Number:	1244929	SMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)701-2171		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215 665 2771		
<b>Email:</b>	sschwartz@cozen.com		
<b>Correspondent Name:</b>	Scott B. Schwartz		
<b>Address Line 1:</b>	1900 Market Street		
<b>Address Line 2:</b>	Intellectual Property Department		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	159266		
<b>NAME OF SUBMITTER:</b>	Scott Bradley Schwartz		

**CH \$65.00 0870278**

Signature:	/Scott B Schwartz/
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Date:	10/08/2008
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**Total Attachments: 12**  
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**AGREEMENT FOR THE ASSIGNMENT OF TRADE MARKS AND PATENTS**

**BETWEEN:**

**ARKEMA FRANCE**, a French law limited liability company (*société anonyme*), with a share capital of Euro 68.685.704, registered with the commercial and companies registry of Nanterre under the number 319632790, whose registered office is located at 4-8 Cours Michelet, 92800 Puteaux represented by Laetitia Valençon duly appointed by Thierry Lemonnier in his capacity as “Directeur Général Finances”

hereinafter referred to as the *Assignor*

party of the first part

**AND:**

**SARTOMER TECHNOLOGY COMPANY, INC.**, a US corporation registered in the state of Delaware, with a share capital of \$10.00 USD, Federal ID # 252-2006369, whose registered office is located at 103 Foulk Road, Suite 202, Wilmington, Delaware 19803, represented by Luigi Colantuoni, in his capacity as President,

hereinafter referred to as the *Assignee*

party of the second part

hereinafter referred to as the *Parties*

Whereas:

The Assignor ARKEMA France (previously named ARKEMA, previously named ATOFINA) owns Trademark and Patents listed in **Appendix A** and **B** to this Agreement which are currently used by the Assignee.

Since 2001, the Assignee has used these Patents and Trademarks and has also borne the costs related to the registration and maintenance of such Patent and Trademarks.

The Assignee wishes to acquire full and absolute title to the Trade Marks and Patents.

## **IT IS AGREED AS FOLLOWS:**

### **ARTICLE 1 - DEFINITIONS**

For the purposes of this Agreement, each of the expressions referred to below shall have the meaning attributed to it in its definition, namely:

*Agreement* means this agreement for the Assignment of Trade Mark and Patents and its Appendix.

*Trade Marks* means the registered trade marks such as they are identified in Appendix A to this Agreement;

*Patents* mean the registered patents and patent applications such as they are identified in Appendix B to this agreement;

*Territory* means, for each Trade Mark and Patents the territory (ies) in which the Trade Marks and Patents are filed.

### **ARTICLE 2 – SUBJECT-MATTER OF THE AGREEMENT**

- 2.1 The Assignor hereby assigns to the Assignee, who accepts, (i) full and absolute title to the Trade Marks and Patents with all the rights and obligations which are attached to them; (ii) the right to file all proceedings for infringement or for unfair competition occurring prior to or following the date on which this Agreement is executed.
- 2.3 This assignment is granted without exception or reservation and with no warranty other than warranties that the registration of the Trade Marks and Patents and the filing of Patents Applications exist, on the date of execution of this Agreement.
- 2.4 The Assignee expressly agrees to conclude this assignment at its own risk and peril. The Assignor does not warrant to the Assignee that the rights of the Assignee in the Trade Marks and Patents cannot be ousted by a third party, and does not guarantee the total or partial repayment of the purchase price, in the

event of the cancellation of one of the Trade Marks or Patents or the failure to register one of the Patents Applications after the date of execution of this Agreement.

### **ARTICLE 3 – PRICE**

In consideration of this assignment, the Assignee shall pay herewith to the Assignor a fixed lump sum of Euros one hundred and forty four thousand (144 000), excluding tax, in respect of which this Agreement shall give good and valid receipt.

The sum is divided as follows:

- Forty-one thousand (41000) euros for the assignment of the Trademarks
- One hundred and three thousand (103 000) euros for the assignment of the Patents

### **ARTICLE 4 – INFRINGEMENT**

- 4.1 The Assignee shall defend itself, at its own cost, against all infringement proceedings filed against it by any third parties in connection with the use of the Trade Marks and Patents.
- 4.2 The Assignee shall bear the cost of all necessary expenses in such legal proceedings.

### **ARTICLE 5 – REGISTRATION TAX**

The Assignee is responsible for and must pay all tax registration duties and any other taxes, as the case may be, arising as a result of this Agreement.

### **ARTICLE 6 – MISCELLANEOUS OBLIGATIONS**

- 6.1 The Assignor or the Assignee, or any third party duly empowered by either of them, shall carry out all the formalities required for the performance of this Agreement, in particular for making the assignments of the Trade Marks, Patents and Patents Applications enforceable against third parties in all the countries in the Territory. The Assignee alone shall bear the cost of these formalities.
- 6.2 All rights and powers are given to the bearer of an original or certified copy of this Agreement to carry out the formalities prescribed by law and/or the different national and international trade mark and patents agencies, particularly for the filing of the assignments of the Trade Marks and Patents.
- 6.3 The Parties agree to reiterate their consent to this Agreement by confirmatory acts or contracts which might be required after the date of execution of this Agreement to complete the necessary formalities for its execution, particularly, the filing of

the assignments of the Trade Marks and Patents at national and international trade mark and patents offices.

- 6.4 The Assignor provides the Assignee with all the documents and information related to the Trademarks and Patents he hold at the date on which this agreement is signed and undertakes to provide the Assignee with all the documents related to the Trademarks and Patents which he may receive after the date on which this agreement is signed.

#### **ARTICLE 7 – REMUNERATION OF EMPLOYEE’S INVENTIONS**

The Assignor warrants the Assignee against any and all salary’s claims or demands made by a salaried employee of the Assignor which is the inventor of the Patents notified in this agreement. All costs and expenses arising as a result of such claims or demands shall be borne by the Assignor.

#### **ARTICLE 8 - SEVERABILITY**

- 8.1 In the event that any provision whatsoever under this Agreement is cancelled, such cancellation shall not render invalid any other provisions under the Agreement which shall continue in force.
- 8.2 If, for any reason whatsoever, the assignment of one of the Trade Marks, or Patents under the terms of this Agreement is cancelled, rescinded or refused registration by a national or international trade mark or patent office, the assignments of the other Trade Marks and Patents shall remain in force.

#### **ARTICLE 9 - PREVIOUS CONTRACTS / AMENDMENT OF THE AGREEMENT**

- 9.1 This Agreement shall cancel and replace all previous agreements signed between the Parties in relation to the Trade Marks and Patents.
- 9.2 Any amendment, termination and/or renunciation of any provision whatsoever of this Agreement, shall only be valid after the Parties have given their written and signed consent thereto.

#### **ARTICLE 10 - NOTICES**

Any notice to be given in connection with this Agreement shall be deemed to have been given where they have been sent by registered post with acknowledgement of receipt to the addresses of the respective registered offices of the Parties as set out above or to any other address specified by the Parties.

#### **ARTICLE 11 – GOVERNING LAW**

This Agreement shall be governed by the laws of France.

**ARTICLE 12 - JURISDICTION**

Any dispute arising as a result of the creation, interpretation or performance of this Agreement shall be submitted to the exclusive jurisdiction of the courts of Paris, notwithstanding the existence of multiple defendants or third party proceedings.

Made at Courbevoie, in two originals, April 26, 2007.

**THE ASSIGNOR:  
ARKEMA FRANCE**

*Company seal*



Ms. Laetitia VALENCON,

**THE ASSIGNEE:  
SARTOMER TECHNOLOGY  
COMPANY, INC.**

*Company seal*



Dr. Luigi COLANTUONI,  
in his capacity as President

## APPENDIX A : LIST OF THE TRADEMARKS

- SMA Trademarks :

ARGENTINA	1	26/03/1992	1.836.915	30/11/1993	1.484.096
AUSTRALIA	1	21/09/1967	213.654	21/09/1967	B 213.654
BENELUX	1	30/11/1971	0558719	30/11/1971	76.668
BRAZIL	1	10/02/1976	0.650.210	10/02/1977	1232/650.210
CANADA		11/05/1977	410.526	28/07/1978	229.329
CANADA		21/07/1975	388.007	26/11/1976	217.194
DENMARK	1	04/09/1967	3.246/1967	16/02/1968	468/1968
FINLAND	1	17/12/1980	6.814/1980	21/02/1983	84.377
FRANCE	1	03/07/1986	804 373	03/07/1986	1.372.510
GERMANY	1	08/09/1967	20.270/13	08/09/1967	852.815
ITALY	1	27/01/1986	17.100 C/86	23/02/1987	467.214
NEW-ZELAND	1	17/04/1974	107.931	17/04/1974	107.931
NORWAY	1	09/12/1980	80/3.519	03/12/1981	110.063
SINGAPOUR	1	19/04/1985	1.695/85	19/04/1985	1.695/85
SOUTH AFRICA	1	26/09/1967	67/4.273	26/09/1967	67/4.273
SOUTH COREA	1	22/07/1992	20.302/1992	02/08/1993	270.932
SPAIN	1	25/04/1990	1.564.460	25/04/1990	1.564.460
SUEDE	1	22/05/1974	74/02.513	14/02/1975	150.371
SWITZERLAND	1	20/09/1967	5.668	20/09/1967	227.784
TAIWAN	1	25/03/1996	85/13.888	16/07/1997	766.639
UNITED KINGDOM	1	01/11/2000	2.250.918	22/03/2002	2.250.918
UNITED STATES	1	22/04/1982	361.011	12/07/1983	1.244.929
VENEZUELA	1	29/07/1981	6.721/81	12/12/1984	111.958



• POLY BD Trademarks

ARGENTINA	1	08/09/1992	1.855.526	30/11/1994	1.543.187
AUSTRALIA	1	23/09/1981	366.017	23/09/1981	B 366.017
BENELUX	1	18/10/1971	014.812	18/10/1971	304.617
BRAZIL	1	12/08/1981	810.587.505	19/03/1985	810.587.505
DENMARK	1	10/12/1980	5.479/1980	11/09/1981	2.512/1981
FINLAND	1	18/12/1980	6.837/1980	20/09/1984	90.235
FRANCE	1	08/12/1980	581.344	08/12/1980	1.159.363
GERMANY	1	11/12/1980	A 34.078/1 Wz	11/12/1980	1.084.402
ITALY	1	18/12/1980	10.597 C/80	08/09/1986	444.344
JAPAN	1	27/08/1992	165.888/92	25/02/1995	3.026.381
JAPAN	34	17/12/1980	102.271/80	21/09/1990	2.265.370
NEW-ZELAND	1	18/09/1981	138.916	18/09/1981	B 138.916
NORWAY	1	11/12/1980	80/3.554	06/05/1982	111.121
SERBIA & MONTENEGRO	1	15/12/1980	805/80	25/02/1986	28.643
SINGAPOUR	1	28/09/1981	4.292/1981	28/09/1981	4.292/1981
SOUTH AFRICA	1	23/12/1980	80/8.464	23/12/1980	80/8.464
SOUTH KOREA	1	29/10/1992	30.247/1992	10/11/1993	279.003
SPAIN	1	31/12/1980	962.727	05/03/1982	962.727
THAILANDE	17	03/04/1986	154.810	25/12/1986	106.764
UNITED KINGDOM	1	20/09/2001	2.281.192	20/09/2001	2.281.192
UNITED STATES	1	09/12/1963	72/182.668	03/06/1969	870.278
VENEZUELA	1	14/10/1981	8.955/81	19/09/1985	113.886

- **STARCOTE Trademarks**

<b>INTERNATIONAL TRADEMARK registered in :</b> <ul style="list-style-type: none"> <li>- AUSTRIA</li> <li>- BENELUX</li> <li>- CZECH REPUBLIC</li> <li>- GERMANY</li> <li>- HUNGARY</li> <li>- ITALY</li> <li>- POLAND</li> <li>- PORTUGAL</li> <li>- SLOVAKIA</li> <li>- SPAIN</li> <li>- SWITZERLAND</li> </ul>	1	11/03/1996	651.999	11/03/1996	651.999
FRANCE	1	16/10/1995	95/592.485	16/10/1995	95/592.485
UNITED KINGDOM	1	18/10/1995	2.041.690	18/10/1995	2.041.690

## APPENDIX B : LIST OF PATENTS AND PATENT APPLICATIONS

- **POLY BD Patents and Patent Applications**

### 1) POLY BD Patents

Country	File reference	Registration number**	Grant date
France	AM 1323 (Cas 3707)	98/03039	23/06/2000
	AM 1688 (Cas 3718)	00/13809	06/06/2003
	AM 1850 (Cas 5558)	02/02093	08/10/2004
European patent registered in : - Germany - France - United Kingdom - Italy - Netherlands - Sweden	AM 1323 (Cas 3707)	0 981 565	03/12/2003
China	AM 1688 (Cas 3718)	231120	12/10/2005
United States	AM 1688 (Cas 3718)	7 025 093	11/04/2006
United States	AM 1323 (Cas 3707)	6 387 976	14/05/2002
Morocco	AM 1688 (Cas 3718)	25841	01/07/2003
Nigeria	AM 1688 (Cas 3718)	RP 14534	07/01/2002
African Intellectual Property Organization For all OAPI states	AM 1688 (Cas 3718)	12407	29/12/2003
Eurasian Patent registered in : - Azerbaijan - Russia	AM 1688 (Cas 3718)	005191	30/12/2004

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\* "Registration number" means the filing number or the publication number or the granted number depending on the countries.

## 2) POLY BD Patent Applications

Country	File reference	Application number	Application date
European Patent Application, designating all EPC states at the filing date	AM 1688 (Cas 3718)	01 982571.0	26/10/2001
European Patent Application, designating all EPC states at the filing date	AM 1850 (Cas 5558)	02 801168.2	23/12/2002
Angola	AM 1688 (Cas 3718)	394	26/10/2001
Argentina	AM 1688 (Cas 3718)	P010105013	26/10/2001
Barbados	AM 1688 (Cas 3718)	2001/962	26/10/2001
Brazil	AM 1323 (Cas 3707)	PI99 04860-4	10/03/1999
Brazil	AM 1688 (Cas 3718)	PI01 14920-2	26/10/2001
Canada	AM 1688 (Cas 3718)	2 427 383	26/10/2001
United States	AM 1850 (Cas 5558)	10/504 827	23/12/2002
Indonesia	AM 1688 (Cas 3718)	WOO2003 01017	26/10/2001
Japan	AM 1688 (Cas 3718)	2002/537792	26/10/2001
Mexico	AM 1688 (Cas 3718)	2003/003274	26/10/2001
Norway	AM 1688 (Cas 3718)	2003 1848	26/10/2001
	AM 1850 (Cas 5558)	2004 3867	23/12/2002
Poland	AM 1850 (Cas 5558)	P 369978	23/12/2002
Venezuela	AM 1688 (Cas 3718)	2225/01	23/10/2001

- **SMA Patents and Patent Applications**

### 1) SMA Patents

Country	File reference	Registration number**	Grant date
France	AM 1037 (Cas 3702)	96/06737	17/07/1998
	AM 1068 (Cas 3703)	96/08226	24/04/1998
	AM 1499 (Cas 3712)	99/07910	10/08/2001
European Patent registered in : - Germany - Finland - France - Sweden	AM 1037 (Cas 3702)	0 810 323	29/10/2003
European Patent registered in : - Germany - Austria - Belgium - Denmark - Spain - France - United Kingdom - Italy - Netherlands - Sweden	AM 1068 (Cas 3703)	0 868 451	23/02/2000
European Patent registered in : - Germany - France - United Kingdom	AM 1499 (Cas 3712)	1 194 454	17/03/2004
Brazil	AM 1037 (Cas 3702)	PI 9703416-9	10/05/2005
Canada	AM 1037 (Cas 3702)	2 208 042	10/07/2001
	AM 1068 (Cas 3703)	2 211 164	22/01/2002
Republic of Korea (South Korea)	AM 1037 (Cas 3702)	235071	21/09/1999
United States	AM 1068 (Cas 3703)	6 054 526	25/04/2000
	AM 1499 (Cas 3712)	6 830 657	14/12/2004
Japan	AM 1037 (Cas 3702)	3484044	17/10/2003
Norway	AM 1068 (Cas 3703)	311578	10/12/2001

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## 2) SMA Patents Applications

Country	File reference	Application number	Application date
Norway	AM 1037 (Cas 3702)	97 2474	30/05/1997
Japan	AM 1499 (Cas 3712)	01 505575	20/06/2000