

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unichema B.V.		07/09/2009	CORPORATION: NETHERLANDS
RECEIVING PARTY DATA			
Name:	POLYNT UK LIMITED		
Street Address:	Station Road, Cheddleton, Leek,		
City:	Staffordshire		
State/Country:	UNITED KINGDOM		
Postal Code:	ST13 7EF		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2799937	PRIACETIN	
CORRESPONDENCE DATA			
Fax Number:	(612)492-7077		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-492-7178		
Email:	ip@fredlaw.com, dkarau@fredlaw.com		
Correspondent Name:	Dean R. Karau, Fredrikson & Byron, P.A.		
Address Line 1:	200 South Sixth Street		
Address Line 2:	Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402-1425		
ATTORNEY DOCKET NUMBER:	PRIACITIN		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

OP \$40.00 2799937

900164800

**TRADEMARK
 REEL: 004225 FRAME: 0830**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Dean R. Karau

Signature:

/Dean R. Karau/

Date:

06/16/2010

Total Attachments: 4

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TRADE MARK ASSIGNMENT AND LICENCE

This Agreement is dated

9 July 2009

BETWEEN

1. **UNIQEMA B.V.** (formerly called Unichema Chemie B.V.) a company incorporated in the Netherlands (registered number 29009483) whose registered office is at Buurtje1, 2802 BE, Gouda, The Netherlands ("Assignor")
2. **POLYNT UK LIMITED** a company incorporated in England (registered number 4856938) whose registered office is at Station Road, Cheddleton, Leek, Staffordshire, ST13 7EF ("Assignee")

WHEREAS

- (A) The Assignor is the registered proprietor of the trade marks particulars of which are set out in the schedule hereto (hereinafter called the "Trade Marks").
- (B) The Assignor has by an agreement of even date agreed to assign the Trade Marks to the Assignee together with the right to sue for any past infringement of the Trade Marks for the consideration hereinafter appearing.

1. Assignment

- 1.1 In consideration of the sum of twenty five thousand euros (€25,000) now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) and subject to Croda Chemicals International Limited ("CCI") receiving the Consideration (as defined in the Services Agreement made between CCI and the Assignee of even date), the Assignor hereby assigns with full title guarantee to the Assignee ALL THOSE Trade Marks together with all rights to take proceedings for any past infringement TO HOLD the same unto the Assignee.
- 1.2 The Assignor warrants that all renewal, applications and other official registry fees required for the maintenance of the Trade Marks have been paid.
- 1.3 The Assignor warrants that, so far as it is aware, there are no current, pending or threatened proceedings, actions or claims: (i) concerning the title, validity or enforceability of any of the Trade Marks or (ii) asserting that the use of any Trade Mark by the Assignor or any of its subsidiaries infringes the rights of any third party.
- 1.4 So far as the Assignor is aware, there are no circumstances which may render any current application for registration of any Trade Mark unacceptable to the relevant registry or other authority or which may prevent any such application from proceeding to grant and registration.
- 1.5 The Assignor covenants that at the cost and reasonable request of the Assignee at any time and from time to time, it shall execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to the assignment of the Trademarks.

2. LICENCE

- 2.1 The Assignee hereby grants to the Assignor and its subsidiaries (for so long as they are subsidiaries of the Assignor) the non-exclusive, royalty-free, worldwide right to use the Trade Marks in relation to the production and sale of Triacetin, subject to the terms of this Agreement.

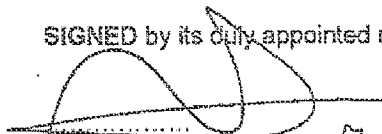
- 2.2 All rights in and to the Trade Marks and to all the reputation and goodwill associated with the Trade Marks, including any reputation and goodwill that may accrue as a result of the Assignor's use of the Trade Marks, are reserved to and shall belong absolutely to the Assignee. The Assignor agrees to execute such documents and do such other things as the Assignee may reasonably request from time to time, including after termination of this licence, to assign any such rights to the Assignee.
- 2.3 The Assignor shall procure that each of its subsidiaries shall comply fully with the obligations set out in this Agreement as if it were a party to this Agreement. Any breach of the terms of this Agreement by a subsidiary of the Assignor shall be deemed to be a breach by the Assignor.
- 2.4 The Assignor shall not do or fail to do any act or thing whereby the validity, enforceability or the Assignee's ownership of the Trade Marks or any of them, or the reputation or goodwill associated with the Trade Marks, is likely to be prejudiced.
- 2.5 The Assignor shall promptly inform the Assignee of any suspected unauthorised use of the Trade Marks of which it becomes aware, and at the cost of the Assignee shall provide the Assignee with such documents, information and assistance as may be reasonably requested by the Assignee in relation thereto.
- 2.6 The Assignee may terminate this Agreement by notice with immediate effect if the Assignor or any of its subsidiaries commits any breach of this Agreement which is material and not capable of remedy, or which is capable of remedy but which is not remedied within 14 days of notice from the Assignee to do so.
- 2.7 The Assignor may not assign, charge, sublicense or otherwise deal in or dispose of, in whole or in part, any of its rights under this Agreement except as expressly provided herein.
- 2.8 In any event the licence granted under clause 2.1 shall automatically terminate and expire on 31 December 2009 without the need for further notice from the Assignee to the Assignor and the Assignor undertakes to provide the Assignee with such documents, information and assistance as may be reasonably requested by the Assignee in order to give effect to such termination.

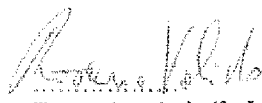
3. Governing law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of courts of England and Wales.

This Agreement has been entered into on the date stated at the beginning of it.

SIGNED by its duly appointed representative


 For and on behalf of
 Uniqema B.V. M. W. KEYDEREK


 For and on behalf of
 Polynt UK Limited ROBERT HARRIS

SCHEDULE

Country	Registered Owner	Trade Mark	Reg Date	Status	Reg No
Austria	Unichema Chemie BV	PRIACETIN	17-Aug-88	Registered	IR527885
Bulgaria	Unichema Chemie BV	PRIACETIN	17-Aug-88	Registered	IR527885
Brazil	Unichema Chemie BV	PRIACETIN	04-Sep-90	Registered	B14559026
Benelux	Unichema Chemie BV	PRIACETIN	21-Dec-87	Registered	438286
Switzerland	Unichema Chemie BV	PRIACETIN	17-Aug-88	Registered	IR527885
China	Unichema Chemie BV	PRIACETIN	20-Dec-90	Registered	537112
Germany	Unichema Chemie BV	PRIACETIN	17-Aug-88	Registered	IR527885
Denmark	Unichema Chemie BV	PRIACETIN	12-Apr-91	Registered	2128/91
Spain	Unichema Chemie BV	PRIACETIN	17-Aug-88	Registered	IR527885
France	Unichema Chemie BV	PRIACETIN	17-Aug-88	Registered	IR527885
Georgia	Unichema Chemie BV	PRIACETIN	17-Aug-88	Registered	5111
Greece	Unichema Chemie BV	PRIACETIN	02-Feb-90	Registered	97483
Hong Kong	Unichema Chemie BV	PRIACETIN	26-Nov-91	Registered	4919/93
Croatia	Unichema Chemie BV	PRIACETIN	17-Aug-88	Registered	IR527885
Hungary	Unichema Chemie BV	PRIACETIN	17-Aug-88	Registered	IR527885
Int Reg	Unichema Chemie BV	PRIACETIN	17-Aug-88	Registered	527885
Italy	Unichema Chemie BV	PRIACETIN	17-Aug-88	Registered	IR527885
Japan	Unichema Chemie BV	PRIACETIN	29-May-92	Registered	2415353
Kazakstan	Unichema Chemie BV	PRIACETIN	17-Aug-88	Registered	IR527885
Latvia	Unichema Chemie BV	PRIACETIN	29-Jun-93	Registered	17624
Montenegro	Unichema Chemie BV	PRIACETIN	17-Aug-88	Registered	IR527885
Macedonia	Unichema Chemie BV	PRIACETIN	17-Aug-88	Registered	IR527885
Poland	Unichema Chemie BV	PRIACETIN	06-Nov-91	Registered	76235
Portugal	Unichema Chemie BV	PRIACETIN	17-Aug-88	Registered	IR527885
Romania	Unichema Chemie BV	PRIACETIN	17-Aug-88	Registered	IR527885

Russia	Unichema Chemie BV	PRIACETIN	17-Aug-88	Registered	IR527885
Slovenia	Unichema Chemie BV	PRIACETIN	17-Aug-88	Registered	IR527885
Ukraine	Unichema Chemie BV	PRIACETIN	17-Aug-88	Registered	IR527885
USA	Unichema Chemie BV	PRIACETIN	30-Dec-03	Registered	2799937
Serbia	Unichema Chemie BV	PRIACETIN	17-Aug-88	Registered	IR527885

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