

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Cognis Corporation		07/14/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fashion Chemicals GmbH & Co. KG		
<b>Street Address:</b>	Leienstrasse 3		
<b>City:</b>	Monheim am Rhein		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	40789		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0555270	SYNTERGENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(508)366-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	508-616-2900		
<b>Email:</b>	docket@bainwoodhuang.com		
<b>Correspondent Name:</b>	David E. Huang, Esq.		
<b>Address Line 1:</b>	2 Connector Road, Highpoint Center		
<b>Address Line 2:</b>	Bainwood, Huang & Associates, LLC		
<b>Address Line 4:</b>	Westborough, MASSACHUSETTS 01581		
<b>ATTORNEY DOCKET NUMBER:</b>	1116-001		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			

**CH \$40.00 0555270**

**900171101**

**TRADEMARK  
 REEL: 004273 FRAME: 0700**

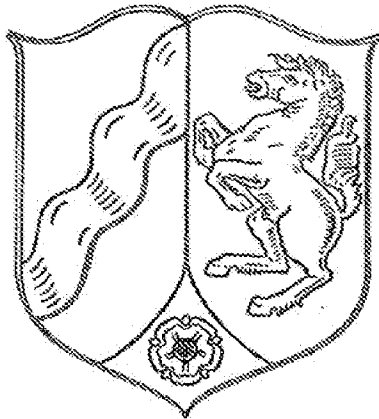
Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	David E. Huang, Esq.
Signature:	/David E. Huang/
Date:	09/08/2010

**Total Attachments: 32**

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Notar

Reinhard Döbler

in

40789 Monheim am Rhein

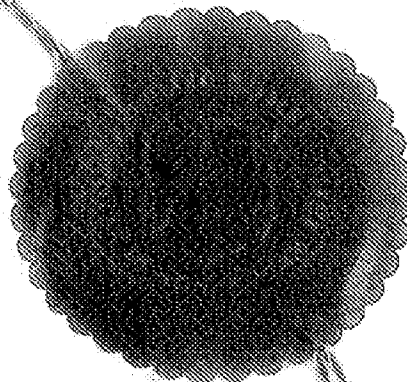
Tel.: 0 21 73 / 39 95 91-0  
Fax.: 0 21 73 / 39 95 91-11  
email@notar-doebler.de

certified copy

I hereby certify the conformity of the following copy to the original.

Monheim am Rhein, July 14<sup>th</sup>, 2008

Döbler, Notary public



## NOTARIAL DEED

### Role of Deeds No. 1122/2008

Reference Deed

Negotiated at Monheim am Rhein (Germany) this 14<sup>th</sup> day of July, 2008

Before me, the undersigned notary

**Reinhard Döbler**

duly admitted and sworn in with official residence at Monheim am Rhein  
appeared:

- 1) for an on behalf of  
Cognis GmbH,  
a limited liability company (*Gesellschaft mit beschränkter Haftung*) duly  
organized and existing under the laws of the Federal Republic of  
Germany with registered seat (*Sitz*) at Rheinpromenade 1, 40789  
Monheim am Rhein, Germany,  
registered with the commercial register (*Handelsregister*) of the Lower  
Court (*Amtsgericht*) of Düsseldorf under HRB 42343;

- Ms. Nicole Hohberger  
personally known to the Notary, with business address  
Poststr. 6, 40789 Monheim am Rhein,  
as representative without power of attorney subject to  
ratification,

- 2) for an on behalf of  
Cognis Iberia S.A.U.,  
a stock corporation (*Sociedad Anónima*) duly organized and existing

under the laws of the Kingdom of Spain with registered seat at 08755 Castellbisbal, Polígono Industrial San Vicente s/n, Barcelona, Spain, registered with the Registro Mercantil de Barcelona under Tomo 37152, Folio 157, Hoja B-210300;

- Ms. Nicole Hohberger  
personally known to the Notary, with business address  
Poststr. 6, 40789 Monheim am Rhein,  
as representative without power of attorney subject to  
ratification,

- 3) for an on behalf of  
Cognis S.p.A.,  
a stock corporation (*Società per azioni*) duly organized and existing  
under the laws of the Italian Republic with registered seat at Via  
Scalabrini 34, CAP 22073 Fino Mornasco (CO), Italy,  
registered with the Registro Imprese di Como under registration number  
CO-1999-33086;

- Ms. Nicole Hohberger  
personally known to the Notary, with business address  
Poststr. 6, 40789 Monheim am Rhein,  
as representative without power of attorney subject to  
ratification,

- 4) for an on behalf of  
Cognis Brasil Ltda.,  
a limited liability company (*Sociedade Limitada*) duly organized and  
existing under the laws of the Federative Republic of Brazil with  
registered seat at Avenida das Nações Unidas number 10.989, 04578-  
000, São Paulo, Brazil,  
registered with the Board of Trade of São Paulo under registration  
number 35.213.759.232;

- Ms. Nicole Hohberger  
personally known to the Notary, with business address  
Poststr. 6, 40789 Monheim am Rhein,  
as representative without power of attorney subject to  
ratification,

- 5) for an on behalf of  
Cognis Corporation,  
a limited liability company duly organized and existing under the laws of  
the State of Delaware, USA, with registered seat at 5051 Estecreek  
Drive, Cincinnati, Ohio, 45232-1446, USA,  
registered with the Secretary of State of the State of Delaware under  
authentication number 9961545;

- Ms. Nicole Hohberger  
personally known to the Notary, with business address  
Poststr. 6, 40789 Monheim am Rhein,  
as representative without power of attorney subject to  
ratification,

- 6) for an on behalf of  
Cognis B.V.,  
a limited liability company (*besloten vennootschap*) duly organized and  
existing under the laws of the Kingdom of the Netherlands with  
registered seat at Kruisweg 639, 2132 NB Hoofddorp, The Netherlands,  
registered with the Kamer van Koophandel Amsterdam under  
registration number 30158289;

- Ms. Nicole Hohberger  
personally known to the Notary, with business address  
Poststr. 6, 40789 Monheim am Rhein,

as representative without power of attorney subject to ratification,

- 7) for an on behalf of  
PT Cognis Indonesia,  
a limited liability company (*Perseroan Terbatas*) duly organized and existing under the laws of the Republic of Indonesia with registered seat at Jalan Raya Jakarta Bogor Km 31.2, Cimanggis, Depok, 16953 Jawa Barat, Indonesia,  
registered with the Company register – Ministry of Industry and Trade under registration number 1027.1.24.00029;

- Ms. Nicole Hohberger  
personally known to the Notary, with business address  
Poststr. 6, 40789 Monheim am Rhein,  
as representative without power of attorney subject to ratification,

- 8) for an on behalf of  
Cognis IP Management GmbH,  
a limited liability company duly organized and existing under the laws of the Federal Republic of Germany with registered seat at Henkelstraße 67, 40589 Düsseldorf, Germany,  
registered with the commercial register of the Lower Court of Düsseldorf under HRB 50836;

- Ms. Nicole Hohberger  
personally known to the Notary, with business address  
Poststr. 6, 40789 Monheim am Rhein,  
as representative without power of attorney subject to ratification,

- 9) for an on behalf of  
Fashion Chemicals GmbH & Co KG,  
a limited partnership duly organized and existing under the laws of  
Germany with registered seat at Leienstraße 3, 40789 Monheim am  
Rhein, Germany,  
registered with the commercial register of the local court of Düsseldorf  
under HRA 20040;

- Mrs. Andrea Kamphausen  
personally known to the notary, with business address Poststr.  
6, 40789 Monheim am Rhein,  
as representative without power of attorney subject to  
ratification,

- all of the above companies also referred to individually as a "Party" and  
together as the "Parties"-.

The persons appearing requested notarization in the English language and  
partly in the German language. They declared that they are sufficiently  
familiar with both languages. The Notary who has command of both  
languages convinced himself that the persons appearing are in fact  
sufficiently familiar with both languages. Text in other languages serves only  
for information and is not part of this legal transaction.

The individuals present asked for the notarization of the following  
declarations:

- 1) The companies represented as aforementioned intend to enter into a  
sale and purchase agreement ("SPA") concerning the sale and  
purchase of the processing chemicals unit "Pulcra" of Cognis.



- 2) The sale and purchase agreement which must be notarized will make reference to certain documents the contents of which shall form part of the sale and purchase agreement.
- 3) In order to reduce the number of documents to be attached to the notarial deed containing the sale and purchase agreement this reference deed shall be established.
- 4) Thus, the individuals present, acting as aforesaid, hereby declare that the contents of the annexes attached to this deed, to which they hereby refer ("verweisen") in the meaning of sec. 9 and 14 Notarisation Act ("Beurkundungsgesetz") shall form part of their declarations contained in this reference deed.
- 5) All approvals to this deed will become effective with respect to all parties concerned after having been received by the acting notary.

The individuals present waived their right to have annexes 1.3 (1), 1.3 (2), 1.4.1 (A), 1.4.1 (B), 2.1.10, 3.1.2, 11.3.1 (1) which are attached to this deed, read out to them. Instead, these annexes were presented to them for review and signing according to Sec. 14 Notarisation Act.

This notarial deed and the remaining annexes and any annexes thereto, were attached to this deed and read out to the individuals present.

Thereafter the individuals present approved this deed including annexes and signed this deed with me, the notary, as follows:

Holeberger  
Kapp  
R. G. , Notary

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Ancillary Agreements

Annex 17.2.3

DIS Rules

Signed as annex to the notarial deed of today --file no. *M22* /2008  
of notary public Reinhard Döbler at Monheim am Rhein (Germany)-.

Monheim am Rhein, this 14<sup>th</sup> July, 2008

*Helberger*

*Kalle*

*Helberger, MZ*

Definition of Textile Auxiliaries and Leather Auxiliaries

- (1) (a) *Textile Auxiliaries* shall mean all chemical products for use in the Textile Industries (as hereinafter defined) except for those products being described under (1) (b) below. *Textile Industries* shall mean those industries (other than industries of the industrial and institutional cleaning personal care, household/homecare and hygiene business) which manufacture and treat woven, knitted and non-woven fabrics (collectively referred to as the *Textile Fabrics*), textile fibres, yarns and garments. For the avoidance of doubt, the manufacturers of Textile Auxiliaries are not part of the Textile Industries.
- (b) Products not being part of the Textile Auxiliaries are
- (i) products being produced and/or marketed on the basis of micro-encapsulation technology (e.g. "Skintex");
  - (ii) products being used for the treatment of Finished Textiles. *Finished Textiles* shall mean garments or converted textiles which have already been put on the consumer market.
- (2) *Leather Auxiliaries* shall mean all chemical products for use in the Leather Industry (as hereinafter defined) *Leather Industry* shall mean those industries which treat raw hides, leather, pelt and fur in order to manufacture, tan, treat, process and finish them. For the avoidance of doubt, the manufacturers of Leather Auxiliaries are not part of the Leather Industry.

Signed as annex to the notarial deed of today –file no. *M22* /2008  
of notary public Reinhard Döbler at Monheim am Rhein (Germany)-.

Monheim am Rhein, this 14<sup>th</sup> July, 2008

*Döbler*  
*Wagner*  
*Wagner, M/R*

**Definition of Textile Auxiliaries and Leather Auxiliaries**

- (1) (a) *Textile Auxiliaries* shall mean all chemical products for use in the Textile Industries (as hereinafter defined) except for those products being described under (1) (b) below. *Textile Industries* shall mean those industries (other than industries of the industrial and institutional cleaning personal care, household/homecare and hygiene business) which manufacture and treat woven, knitted and non-woven fabrics (collectively referred to as the *Textile Fabrics*), textile fibres, yarns and garments. For the avoidance of doubt, the manufacturers of Textile Auxiliaries are not part of the Textile Industries.
- (b) Products not being part of the Textile Auxiliaries are
- (i) products being produced and/or marketed on the basis of micro encapsulation technology (e.g. "Skintex");
  - (ii) products being used for the treatment of Finished Textiles. *Finished Textiles* shall mean garments or converted textiles which have already been put on the consumer market.
- (2) *Leather Auxiliaries* shall mean all chemical products for use in the Leather Industry (as hereinafter defined) *Leather Industry* shall mean those industries which treat raw hides, leather, pelt and fur in order to manufacture, tan, treat, process and finish them. For the avoidance of doubt, the manufacturers of Leather Auxiliaries are not part of the Leather Industry.



Signed as annex to the notarial deed of today --file no. *M22* /2008  
of notary public Reinhard Döbler at Monheim am Rhein (Germany)-.

Monheim am Rhein, this 14<sup>th</sup> July, 2008

*Döbler*  
*Wagner*  
*OTZ, M/2*

Pulera IP Assets

PATENTS

C 2614	Textile	12.02.2002	DE 10205929	2022	DE 10205929	WO 03/069050
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*Hobbes*  
*Kaplan*  
*P. D.*

C 2624	Textile	Polyesters	13.02.2002	DE 10206111	2022	DE 10206111	WO 03/068856	EP 1474473	
C 3085	Textile		11.02.2006	DE 10 2006 008386	2026	DE 10 2006 008386			
D 7154	Textile	Ether sulfonates	29.09.1994	DE 3438841	2004	DE 3438841		EP 0176797	US 4828998
D 7341	Textile	Hydroxy carboxylic acids	23.12.1985	DE 3539809	2005	DE 3545909		EP 0233360	US 4880566
D 8211	Textile	Cyclic acid sulfonates	19.08.1988	DE 3828226	2008	DE 3828226		EP 0355613	US 5002683
D 8473	Textile	(Meth)ary acid esters	30.11.1989	DE 3939549	2009	DE 3939549	WO 81/008336	EP 0502870	US 6200492
D 8952	Textile	(Meth)ary acid esters	08.01.1990	DE 4000304	2010	DE 4000304	WO 81/010717	EP 0510048	US 5382372
D 9061	Textile	Fatty acid alkyl esters	29.05.1991	DE 4117670	2011	DE 4117670	WO 92/021809	EP 0587601	US 5439709
D 9451	Textile	Dialkyl ethers	02.05.1991	DE 4174240	2011	DE 4174240	WO 92/019805	EP 0582609	US 5464660
H 0556	Textile	Galactomannanes	24.06.1993	DE 4321015	2013	DE 4321015	WO 95/000696	EP 0705357	US 5612474
H 0678	Textile	Esterquats	18.03.1993	DE 4385794	2013	DE 4388794	WO 94/021593	EP 0699532	US 5718891
H 0686	Textile	Fatty acid amides	13.04.1993	DE 4372008	2013	DE 4312008	WO 94/024092	EP 0694031	
H 0906	Textile	Polyesters	10.02.1994	DE 4404175	2014	DE 4404175	WO 95/021956	EP 0743992	US 5683612
H 1029	Textile	PEG-Fatty alcohols	16.06.1994	US 269852	2014		WO 95/034708	EP 0765415	US 5464546
H 1228	Textile	Fatty acid polyol esters	16.06.1994	US 269854	2014		WO 95/034709	EP 0765414	US 5478485
H 1267	Textile	Esterquats	02.11.1994	DE 4439090	2014	DE 4439090	WO 96/014290	EP 0789684	
H 1390	Textile	Pemberythyl esters	17.10.1994	DE 4437032	2014	DE 4437032	WO 96/012002	EP 0787175	
H 2407	Textile	Esterquats	16.08.1996	DE 19833104	2016	DE 19833104	WO 98/007920	EP 0918901	
H 2433	Textile	Alkyl polyglucosides PEG-Fatty acid methyl esters	23.07.1996	DE 19829667	2016	DE 19829667	WO 98/003716	EP 0914512	US 6190736
H 2743	Textile	esters	07.01.1997	DE 19790155	2017	DE 19790155	WO 98/030746		
H 2873	Textile	Amino polyols	08.12.1997	DE 19754314	2017	DE 19754314	WO 99/029937	EP 1040214	
H 3226	Textile	Dialkyl ethers	28.11.1998	DE 19855081	2018	DE 19855081	WO 00/032866	EP 1133596	US 6,506,316
H 3512	Textile	PEG-Fatty alcohols	24.07.1998	DE 19833395	2018	DE 19833395	WO 00/005447	EP 1117864	
H 3624	Textile	Fatty acid alkyl esters PEG-Fatty acid methyl esters	15.10.1998	DE 19847497	2018	DE 19847497		EP 1119658	
H 3854	Textile	esters	08.05.1999	DE 19821330	2019	DE 19821330	WO 00/068492	EP 1177341	
M 04582	Textile	Waxes	26.05.1994	US 245590	2014			EP 0484400	US 5491004
M 04703	Textile		26.07.1989	US 389754	2010				
M 04932	Textile	Ether carboxylates	28.02.1992	US 843135	2012		WO 00/043253	EP 0628101	US 5240743
M 04932A	Textile		21.01.1993	US 507314	2010		WO 98/040883		US 5314718
M 05134	Textile	Ether carboxylic acid esters	29.08.1994	US 287282	2014		WO 96/006824		US 5576470
M 05382	Textile	Polymers	10.05.1994	US 280305	2014				US 5464452

*Handwritten signature:*  
Kobler  
H. K. 1. 2

M 05382A	Textile	Polymers	08.05.1995	US 437281	2012		WO 95/030794	US 5525125
M 05422	Textile	Polyethylene glycols	31.08.1994	US 286537	2014		WO 96/066971	US 5525243
M 05449	Textile	Polyethylene glycol esters	19.06.1995	US 491531	2015		WO 97/000350	US 5648910
M 05532	Textile	Alkyl polyglucosides	10.11.1994	US 337569	2014			US 5527362
M 05840A	Textile	Process	25.06.1998	US 146737	2018		WO 00/010734	
M 05843	Textile	Alkyl polyglucosides	08.01.1997	US 781180	2017			US 5889499
M 06094	Textile	Polymers	19.11.1997	US 974567	2017			US 5922088
M 06246	Textile	Antistats	11.06.1998	US 01 098048	2018		WO 99/064658	
M 06312	Textile	Polymers	20.08.1998	US 127301	2018		WO 01/011061	US 6211308
M 06469	Textile	Fiber Finish	07.05.1999	US 133223	2019		WO 00/068308	US 6491839
M 06527	Textile	Alkyl polyglucosides	29.03.1999	US 200795	2019			US 6140413
M 06666	Textile	Dicarboxylic acid esters	27.09.1999	US 158287	2019		WO 01/023508	US 6368358
U 00013	Textile	Polymers	12.03.2001	US 60 804377	2021			US 6399741
U 00045	Textile	Polyamides	08.06.2000	US 60 210293	2020			
U 00074	Textile	Polyurethanes	18.07.2001	US 60 306272	2021			

*Heideberg*  
*Kempke*  
*Logan, WIL*

Pulera IP Assets

TRADEMARKS

TRADEMARK	SEGMENT	PRIORITY	PR DOCUMENT	INT	CLASS
CORATYL	Leather	05.01.1938	B77233/1	2R219438	1
DRASIL	Leather	27.01.1951	B2890/1	2R169495	1, 3
EMULLO	Leather	18.05.1938	K66597/1		1, 18
EMULLO	Leather	06.03.1971	K31900/2	438.577	2
EPICOLOR	Leather	02.04.1981	H48634/1	466.822	1, 2
EPISAN	Leather	20.08.1980	H18337/3	R300678	3
EPISAN	Leather	21.03.1972	H36624/1	R390163	1
FIBROTOL	Leather	14.03.1932		2R155164	1, 2, 3
FONDOCRYL	Leather	11.01.1963	K21045/2	R295448	1, 2
FONDOFILL	Leather	14.02.1968	K28278/1	438.785	1
FONDOFLEX	Leather	11.01.1963	K21047/1	R336438	1
GARMIN	Leather	20.08.1960	H18389/1	R314626	1
GRASSAN	Leather	18.04.1952	B5032/1	2R178275	1, 4
KEPECO	Leather	01.07.1982	H50168/18		17, 18
KEPECO	Leather	20.03.1993	H69370/1	604.432	1
KEPOLAC	Leather	24.12.1923	K42124/2	R240530	2
LEDEROLINOR	Leather				
NETAZYM	Leather	11.01.1935	B7203/1	2R168571	1, 3
OLINOR	Leather	24.01.1935	B72107/1	2R190158	1, 3, 4
OLINOR	Leather	25.09.1950	B2260/1	2R169498	1, 4
OLINOR	Leather	15.01.1988	C37244/18		18
PELLAN	Leather	26.02.1965	B11550/1	R203631	1
PELLAN	Leather	14.01.1988	C37236/18		18
PELLASAN	Leather	08.09.1976	H42157/1	R426742	1
PELLICOLOR	Leather	15.12.1952	T1940/3	R249840	2, 3

*Kolbe*  
*Wolke*  
*Chot...*

PELLUCIT	Leather	15.07.1974	H39615/1	R420638	1
PELLUCIT	Leather	24.09.1970	862947	2R186843	1
PELLUPUR	Leather	26.02.1955	B11552/1	2R196581	1
PELLUTAX	Leather	25.02.1985	B11540/1	2R197998	1
PERAMIT	Leather	15.05.1952	B5169/1	2R178276	1,3
PERDOL	Leather	11.11.1980	B2561/1	2R199500	1
RECTIL	Leather	03.04.1952	B4954/1	2R173744	1
SIRIAL	Leather	05.08.1930	B64452/1	2R152744	1,3
SLIPTAN	Leather	20.10.1983	H51863/1	486.550	1
SOFTYMOLL	Leather	22.01.1982	H49584/1	471.326	1
SOLANA	Leather	25.09.1950	B2270/1	2R183080	1
SOLANA	Leather	03.04.1998	H69110/1	605.116	1,3
TRIANGOL	Leather	26.11.1941	B83511/1	R266236	1
ADALIN	Textile	18.10.1930	B64873/1	2R155159	1
ADASIL	Textile	10.07.1992	H67845/1	594.216	1
ALSOFT	Textile	20.08.1995	819427560		01,30
AMAZONTEX	Textile				
ANIPUR	Textile	08.12.1954	B11046/1	2R196594	1
AQUASOFT	Textile	22.10.1966	B36817/1	R350072	1
ARBYL	Textile	05.04.1978	C18312/1	R281838	1
AVERSIN	Textile	06.09.1935	B73084/1	2R192559	1
AVERSIN	Textile	06.02.1985	H53772/1	501.074	1
AVIROL	Textile	15.04.1907	B15042/4	R265242	3,4
BELFASIN	Textile	08.03.1939	B78998/1	2R230956	1,3
BELFASOLV	Textile	20.08.1969		R358214	1
BELFASUN	Textile	09.06.2006	30536504	906.971	1
BELSOFT	Textile	02.09.1965	H27055/1	R308547	1,3,5
BELSOFT	Textile	15.01.1968	C37243/18		18
BELSOFT	Textile	12.05.1989	H61627/3		3
BELSOFT	Textile	14.10.1996	356445138	674.098	1,3,21
BK	Textile	26.07.1995	125453		1
BO	Textile	26.07.1995	125454		1
BREVIOL	Textile	03.11.1952	B5062/1	2R176389	1
CAREMELT	Textile	16.05.2002	DE 30224749	793.378	1

*2008/05/11*  
*1.17*

CHROMASET	Textile							
CHROMASIST	Textile	09.05.1974	21016					1
COTTOCLARIN	Textile	01.03.1935	B72271/1			R263591		1, 2, 3
CUPALIT	Textile	31.03.1964				R281635		1
CYCLOFRESH	Textile							
DEFINDOL	Textile	01.07.1932	B68049/1			2R166081		1, 3
DYNAPRESS	Textile	04.10.1965	H27219/1			F342588		1
EMTHOX	Textile	26.01.1981	294577					1
ENSITAL	Textile	28.07.1965	2367			414.610		1, 3, 4
FIEROCOL	Textile	25.06.1927	S28035/1			R386566		1
FIEROCOL	Textile	19.05.1987	H57802/1			549.808		1
FIEROPUR	Textile	26.11.1934	B71812/1			2R166846		1, 2, 3
FIBROSINT	Textile	19.01.1952	B4489/1			R230191		1
FIBROTEX	Textile	09.02.1998	398055983			701.643		1
FILASINT	Textile	01.04.1989	H61362/1			639.805		1
FIXEGAL	Textile	06.09.1973				R401246		2
FLAMOBIN	Textile	20.11.1954	B10903/1			2R193439		1
FLORANIT	Textile	23.02.1925	B50052/1			2R153214 / R356818		1, 2
FLUIDOL	Textile	26.09.1950	B2271/1			2R169497		1, 3
FORLANIT	Textile	07.06.1941	D38340/1			2R196664		1, 3
FORYL	Textile	22.03.1939	B79070/1			2R230957		1
FORYLASE	Textile	22.11.1988	77/53647					1, 10
FUMAN	Textile	24.10.1936	B78429/1			R234367		1
GERBASOL	Textile	25.09.1950	B2281/1			2R169853		1, 3
HORSIL	Textile	11.11.1950	B2362/1			2R169494		1
INEX	Textile	07.02.1952	B4608/1			2R178273		1
KATAX	Textile	08.12.1954	B11038/1			R217230		1
KATIPUR	Textile							

*Handwritten signatures and notes:*  
 Hildebrandt  
 Hoffmann  
 Weber, Katz

LAVIRON	Textile	25.09.1950	B2259/1	2R176386	1,3
LOCANIT	Textile	22.08.1935	B73011/1	2R169490	1,3
LORINOL	Textile	15.08.1931	B66578/1	2R155162	1,3
MARSAX	Textile	24.03.1970	ES 0612210.8		1
MILTOPAN	Textile	11.11.1950	B2559/1	2R169499	1,3
MOLVENIN	Textile	22.12.1973	C23793/1	R416729	1,3
NEO-KONTAKT	Textile	12.05.1941	443492		1
NONAX	Textile	08.12.1954	B11038/1	2R193450	1
OSIMOL	Textile	10.06.1955	C5701/1	R232976	1
ONDALON	Textile	25.09.1960	629933	2R183099	1,3
PART OF THE SOLUTION	Textile	06.07.1965	74697998		1
POLYCLEAR	Textile	22.12.1975	293104		1,3,6
POLYDRY P	Textile	20.11.1973	6562000		01.90
POLYDRY V	Textile	20.11.1973	6562019		01.90
PRINTOGEN	Textile	16.08.1924	H50448/1		1,4
PRINTOL	Textile	20.09.1930	B64674/1		1
QUELLAX	Textile	18.07.1924	H50256/1	2R166934	1
REPELLAN	Textile	21.03.1972	H36625/1	R390162	1
SECLARIN	Textile	01.03.1935	B72274		1,2
SECURLANA	Textile				
SECURON	Textile	18.02.1976	H41456/1	R427265	1
SEDAFLOR	Textile	25.06.1993	B17329536		01.90
SEDAFLOR	Textile	16.10.1995	B18841915		01.30
SELBANA	Textile	27.01.1951	B2888/1	2R183087	1,3,4
SERITOL	Textile	18.06.1969	ES 0591467.1	0529584.7	1,3
SETAFIN	Textile	30.06.1963	2028983		1
SETILON	Textile	09.06.1965	225273		2
SETILON	Textile	12.08.1934	B71353/1	2R182647	1,2
SILKOL	Textile	10.09.1928	B59812	2R153232	1
SILKOL	Textile	16.09.1972	H37382/1	433.708	1
SILKONIT	Textile	10.09.1928	B59811	R206233	1
SINARTOL	Textile	28.11.1988	ES 0495849.7		1,3,4
SOLYOCLARIN	Textile	20.06.1969		R358223	1
SPREITAN	Textile	31.07.1942	B84693/1	2R168109	1

*Handwritten signature and initials*



STABICRIL	Textile	25.08.1971	6141820			01.30
STABICRYL	Textile	21.03.1972	893752		R390790	1
STABIFIX	Textile	19.01.1976	H41325/1		R425646	1
STABIFLEX	Textile	10.01.1982	H66899/1		586.076	1
STABIFORM	Textile	20.11.1954	B10911/1		2R193442	1
STABILOL	Textile	21.06.1938	B77661		2R163847	1
STABIPRINT	Textile	07.07.1975	1256175			1
STABITEX	Textile	20.11.1954	B10912/1		2R193452	1
STANAX	Textile	15.08.1961	126053			1
STANCARD	Textile	31.07.1981	321558			4
STANDAFIN	Textile	02.04.1994	94033985			1
STANDAPOL	Textile	08.04.1995	305153899		649.641	1, 3, 21
STANDAPON	Textile	02.1.21962	154380			1
STANFIX	Textile	12.03.1962	139687			1
STANFLAKE	Textile	20.10.1980	282855			1
STANTEK	Textile	15.06.1978	H44386/1		439.169	1
SULFIMEX	Textile	11.06.1970	ES.0616730.0			1, 4
SUPERCLEAR	Textile	14.05.1993	338273			10
SUPERCLEAR COGNIS	Textile					
SYNTERGENT	Textile	26.09.1963	N8622			3
TEPHAMUL	Textile	10.08.1994	N2874/94			1
TEXTILE LOGO	Textile	06.11.1987	813920965			01.75/80/90
TEXTILE LOGO	Textile	06.11.1987	813920973			03.10
THE ESSENTIAL INGREDIENT	Textile	10.06.1998	75/499862			5
TRISOLAN	Textile	22.01.1981	294070			1
TROPA	Textile	28.02.1920	M29829/3		2R152569	3
TRYCOL	Textile	20.05.1969	72327976			1
TRYLOX	Textile	21.05.1969	327980			1
TRYMEEN	Textile	21.05.1969	327981			1
UTINAL	Textile	20.09.1930	964680/1		2R153247	1, 3

Cross-reference is made to Annex 2.3.2. 8.4.(1)

*20.08.1998*  
*10/11/98*  
*10/11/98*

Cognis IP Assets

PATENTS

Case	Segment	Product	Filed	Priority	Exp	DE	EP	US
C 2974	Textile	Composite finishing	04.08.2004	DE 10 2004 037752	2024	DE 10 2004 037752	WO 06/015718	

TRADEMARKS

TRADEMARK	SEGMENT	PRIORITY	DOCUMENT	INT	CLASS
CRAFOL	Textile	21.11.1991	H66572/1	584.064	1
LAMEPON	Textile	02.09.1975	C24976/1	R425442	1
TRYMEEN	Textile	21.05.1969	327981		1
TWITCHELL	Textile	18.06.1994	94057224		1

Cross-reference is made to Annex 5.7.7 (3), 8.4.(1)

*Johannes Kappel*  
*Bohr, M.K.*

Back-licensed Patents and Trademarks

**PATENTS**

Case	Segment	Product	Filed	Priority	Exp.	DE	PST	EP	US
M 05337	Leather	Alkyl polyglucosides	10.11.1993	US 50508	2014		WO 95/013400	EP 0728219	US 5985167
C 2236	Textile	Macinorganics	18.12.2000	DE 10093090	2020				
C 2237	Textile	Nanoorganics	18.12.2000	DE 10053092	2020	DE 10063092			
C 2463	Textile	Tocopherol	28.11.2001	DE 10158348	2021	DE 10158348	WO	EP	
C 2629	Textile	Tinglycerides	15.02.2002	DE 10266617	2022	DE 10206617	WO 03/068282	EP 1474183	
C 2714	Textile	Acryfacylates	14.09.2002	DE 10242762	2022	DE 10242762			
C 2838	Textile	Softeners	11.08.2003	BR M 16302871	2023				
C 2941	Textile	Hydrophilisation agents	24.04.2004	DE 10 2004 020083	2024	DE 10 2004 020083			
C 3025	Textile	Softeners	16.03.2005	DE 10 2005 012479	2025	DE 10 2005 012479			
H 3033	Textile	Partial glycerides	28.07.1997	DE 19732396	2017	DE 19732396	WO 99/005246	EP 1002033	US
H 3958	Textile	Polycarbonates	10.07.1999	DE 19532392	2019	DE 19932292		EP 1194470	US 6660826
U 00305	Textile		29.06.2006	US 11 511759	2026				

**TRADEMARKS**

TRADEMARK	SEGMENT	PRIORITY	REG.	CLASS
ACRONET	Textile	17.10.1968	ES 0571959.3	0529591.2
				1

Cross-reference is made to Annex 1.3 (1), 5.7.7 (2), 8.4 (1)

*Handwritten signature/initials*

ANNEX 2.3.2

**Assignment Agreement**

by and between

Cognis IP Management GmbH (the *Assignor*)

and

Cognis GmbH (the *REACH Assignor*)

(Assignor and REACH Assignor are collectively referred to as the *Assignors*)

And

Fashion Chemicals GmbH & Co. KG (the *Assignee*)

dated [●]

## Definitions

Unless otherwise indicated, the terms used in this Agreement shall have the meanings attributable to them in the SPA and all definitions set forth in the SPA shall also apply to this Agreement. In case of conflict between this Agreement and the SPA, the terms and conditions of the SPA shall prevail over this Agreement.

<i>Assigned Know-How</i>	shall have the meaning ascribed to it in Section 1.1;
<i>Assigned REACH Know-How</i>	shall have the meaning ascribed to it in Section 1.1;
<i>Assigned Patents and Trademarks</i>	shall have the meaning ascribed to it in Section 1.1;
<i>Assigned Pulcra IP Assets</i>	shall have the meaning ascribed to it in Section 1.1;
<i>Pulcra IP Assets</i>	shall have the meaning ascribed to it in the Preamble;
<i>REACH Know-How</i>	shall have the meaning ascribed to it in the Preamble;
<i>SPA</i>	shall have the meaning ascribed to it in the Preamble.

## Preamble

WHEREAS, Assignor as part of the Cognis group has in context with the sale and purchase of Cognis' worldwide speciality chemicals business in the area of processing chemicals under the newly established worldwide *Pulcra*-brand with sale and purchase agreement dated [REDACTED] (the *SPA*) sold its owned patents, patent applications, trade marks and know-how pertaining exclusively to the Business as listed in Annex 1.3.1 of the SPA (the *Pulcra IP Assets*). The Assignee has agreed to acquire such Pulcra IP Assets;

WHEREAS, Assignor has transferred all information, data, documents etc. owned by him that are necessary or useful for the pre-registration, registration, classification, labelling and safe use of chemical substances under the REACH Regulation (the *REACH Know-How*) to the REACH Assignor with effect *in rem* on 1 January 2008 by means of a respective transfer agreement.

WHEREAS, Assignor and Assignee have agreed in Section 2.3.2 of the SPA that the Pulcra IP Assets will be assigned (*abgetreten*) with effect *in rem* at the Closing with economic effect as of the Effective Date by means of a separate transfer agreement in the form of this Agreement;

NOW, THEREFORE, the Parties hereto agree as follows:

### Section 1

#### Assignment and Transfer of Sold Business Assets

- 1.1 Assignor hereby assigns to Assignee all Pulcra IP Assets as listed in Annex 1.3.1 of the SPA which consists of different patents, patent applications and trademarks (the *Assigned Patents and Trademarks*) as well as technical know-how including all rights (including user and similar rights) in inventions, rights in respect of technical knowledge, technical secrets, processes, formulae and other intangible assets which are not included within the concept of industrial or intellectual property rights the owner of which is the Assignor (the *Assigned Know-How*) including any applications for these rights. REACH Assignor hereby assigns to Assignee the REACH Know-How pertaining to the Business (the *Assigned REACH Know-How*) including any applications for these rights. The Assigned Patents and Trademarks, the Assigned Know-How and the Assigned Reach Know-How are hereinafter collectively referred to as the *Assigned Pulcra IP Assets*.
- 1.2 Assignee hereby accepts the assignment of the Assigned Pulcra IP Assets as set out above in Section 1.1.

### Section 2

#### Transfer of documents, formulae etc.

Assignors promise to submit, and to procure that Seller and Sellers' Affiliates submit, to Assignee all written research documents, tabulations, experimental reports, machines and prototypes and other documents, including but not limited to those relating to the products listed in Annex 1, which relate to the Assigned Pulcra IP Assets. The agreements governing the Pulcra Carve Out shall remain unaffected.

### Section 3

#### Registration of the Assignment

Assignee may at any time, and shall upon Assignor's request, apply for the registration of the assignment of any Assigned Patents and Trademarks with the competent patent and trademark offices (*Umschreibung*) in its own name and at its own expense. Assignor will issue all declarations which are necessary to effect the registration of the Assigned Patents and Trademarks in Assignee's name.

#### Section 4

##### Administration, Defence and Maintenance of the Assigned Rights

Upon the Closing Date Assignee will take care of the administration, defence and maintenance of the Assigned Patents and Trademarks, including but not limited to the continuation of the examination procedure regarding those Assigned Patents and Trademarks which are not yet registered but for which only an application is filed at the Closing Date, at its own expense. In case Assignee is dependent on declarations and/or other actions to be conducted by current employees of the Assignor, in particular by inventors, to administrate, defend and maintain the Assigned Patents and Trademarks, Assignor undertakes to exercise its rights as employer in order to achieve execution of the required actions of said employees.

#### Section 5

##### Inventor Compensation

To the extent Assignors are liable to pay any inventor compensation as claimed by employees or third parties in relation to any Assigned Pulcra IP Assets, Assignee shall indemnify and hold harmless Assignors from any such inventor compensation.

#### Section 6

##### Warranties

Assignor hereby warrants that he owns the Assigned Patent and Trademarks and the Assigned Know-how and REACH Assignor warrants that he owns the Assigned REACH Know-How and both Assignors warrant that they have full authority to transfer these rights according to this Agreement. All further rights of warranty (*Gewährleistungsrechte*) by Assignee are excluded. In particular, Assignors do neither warrant the protectability and legal validity of any of the Assigned Pulcra IP Assets, nor the commercial exploitability and/or readiness for the planned use of the underlying inventions, creations or know-how or that the Assigned Pulcra IP Assets may be used without infringing any rights of third parties. Assignors further does not warrant the secrecy of the Assigned Know-How and the Assigned REACH Know-How.

**Section 7**  
**Final Provisions**

- 7.1 This Agreement shall be governed by, and construed in accordance with, the laws of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the German conflict of laws rules.
- 7.2 All disputes arising out of or in connection with this Agreement (including without limitation, claims for set-off or counter-claims) shall first be referred to the chief executive officers of the Purchaser (or, in case the Purchaser is part of a larger group of companies, the chief executive officer or such larger group) and the Cognis group who shall enter into discussions with a view to amicably settle such dispute.

If the chief executive officers have not settled the dispute within 30 (thirty) Business Days after the matter has been submitted to them then each Party shall be entitled to submit the matter to arbitration and to be finally and exclusively adjudicated and settled under the Arbitration Rules of the German Institute of Arbitration e.V. ("*Deutsche Institution für Schiedsgerichtsbarkeit e.V.*") (the *DIS Rules*). The arbitral tribunal consists of 3 (three) arbitrators. The language of the arbitral proceeding is English. The place of arbitration shall be Düsseldorf, Germany.

- 7.3 Any amendment or supplementation of this Agreement, including of this Section 6, shall be valid only if made in writing, except where a stricter form (e.g. notarization) is required under applicable law.

Heretofore and hereinafter, *Business Day* shall mean a day (other than a Saturday or Sunday) on which banks are open for business in Frankfurt am Main.

Heretofore and hereinafter, any interest shall be calculated on the basis of actual days elapsed and a calendar year of 360 days.

- 7.4 This Agreement is written in the English language. Terms to which a German translation has been added shall, to the extent applicable, be interpreted throughout this Agreement in the meaning assigned to them by the German translation.

Any reference made in this Agreement to any types of companies or participations, proceedings, authorities or other bodies, rights, institutions, regulations or legal relationships (collectively the *Legal Terms*) under German law shall extend to any corresponding or identical Legal Terms under foreign law to the extent that relevant



facts and circumstances must be assessed under such foreign law. Where no corresponding or identical Legal Terms under foreign law exist, such Legal Terms shall be introduced as – functionally – come closest to the Legal Terms under German law.

- 7.5 The headings and sub-headings of the sections contained herein are for convenience and reference purposes only and shall not affect the meaning or construction of any of the provisions hereof.
- 7.6 This Agreement together with the SPA and the Annexes thereto constitute the full understanding of the Parties and the complete and exclusive statements of the terms and conditions of the Parties' agreements relating to the subject matter hereof and supersede any and all prior agreements and understandings, whether written or oral, that may exist between the Parties with respect to the subject matter of this Agreement or parts thereof.
- 7.7 Should any provision of this Agreement be or become invalid, ineffective or unenforceable as a whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby. Any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and the purpose of such invalid, ineffective or unenforceable provision as regards subject-matter, amount, time, place and extent. The aforesaid shall apply *mutatis mutandis* to any gap in this Agreement.

Signed as annex to the notarial deed of today –file no. *M22* /2008  
of notary public Reinhard Döbler at Monheim am Rhein (Germany)-.

Monheim am Rhein, this 14<sup>th</sup> July, 2008

*Kohler*  
*Wahl*  
*Reinhard Döbler, Notar*