

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cognis IP Management GmbH		10/31/2008	LIMITED LIABILITY COMPANY: GERMANY
RECEIVING PARTY DATA			
Name:	Fashion Chemicals GmbH & Co. KG		
Street Address:	Am Trippelsberg 92		
City:	40589 Duesseldorf		
State/Country:	GERMANY		
Entity Type:	LIMITED PARTNERSHIP: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2384833	ADASIL	
CORRESPONDENCE DATA			
Fax Number:	(609)896-1469		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	609.896.3600		
Email:	dfowler@foxrothschild.com		
Correspondent Name:	Gary A. Hecht/Fox Rothschild LLP		
Address Line 1:	P.O. Box 5231		
Address Line 4:	Princeton, NEW JERSEY 08543-5231		
ATTORNEY DOCKET NUMBER:	T40401 US (REG. 2384833)		
DOMESTIC REPRESENTATIVE			
Name:	Gary A. Hecht/Fox Rothschild LLP		
Address Line 1:	P.O. Box 5231		
Address Line 4:	Princeton, NEW JERSEY 08543-5231		

OP \$40.00 2384833

NAME OF SUBMITTER:	Deborah Fowler
Signature:	/Deborah Fowler/
Date:	09/10/2010

Total Attachments: 68

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Assignment Agreement

by and between

Cognis IP Management GmbH (the *Assignor*), Henkelstr. 67, 40589 Düsseldorf

and

Fashion Chemicals GmbH & Co. KG (the *Assignee*), Leienstraße 3, 40789 Monheim

dated 31 October 2008

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 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>Exclusive IP Rights</i>	shall have the meaning ascribed to it in the Preamble
<i>Back-Licensed IP Rights</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 14 July 2008 (the *SPA*) sold its owned patents, patent applications, trade marks and know-how pertaining exclusively to the Business of which the patents (including patent applications and inventions) are listed in Annex 1a and b and the trademarks are listed in Annex 2 a to this Agreement (*Exclusive IP Rights*)

WHEREAS, according to Section 2.1.10 of the SPA, Assignor has also sold certain patents and trademarks to Assignee, which shall be back-licensed to Assignor (*Back-Licensed IP Rights*) and which are listed in Annex 1c and Annex 2b of this Agreement;

WHEREAS, the Exclusive IP Rights and the Back-Licensed IP Rights shall hereinafter referred to as the *Pulcra IP Assets*. The Assignee has agreed to acquire such Pulcra IP Assets;

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 which consists of different patents, patent applications and trademarks of which the patents (including patent applications and inventions) are listed in **Annex 1 a, b and c** and trademarks are listed in **Annex 2a** and **b** of this Agreement (the *Assigned Patents and Trademarks*) as well as technical know-how including all technical information, trade secrets, formulae, recipes, formulations, specifications, manufacturing know how, study reports and toxicological/ecological information and other intangible assets to the extent exclusively relating to the Business (the *Assigned Know-How*) including any applications for these rights.

For the avoidance of doubt, the following know how shall not be part of the Assigned Know How transferred hereunder: any (1) know how necessary to register substances and/or preparations under the EU REACH Directive including but not limited to study reports for that purpose, (2) manufacturing know how relating to alkylpolyglycosides, (3) manufacturing know how relating to fatty alcohols, (4) manufacturing know how relating to methylesters, (5) manufacturing know how relating to hydrogenation and (6) manufacturing know how relating to sulfation/sulfatation SO 3-based. The same does apply for any manufacturing know how in relation to etherification / ethoxylation / propoxylation, whereby Assignor after substantiated argumentation of Assignee may in its sole discretion grant certain individual exceptions, according to which any such know how may be transferred or licensed to Assignee on a case-by-case basis.

With the purpose to concretise the licensed manufacturing know how the parties have agreed on a preliminary list of products set forth in **Annex 3** hereto, which shall mirror the current state of discussion between Assignor's Care Chemical organisation and Asssignee regarding the manufacturing know how to assign. Assignor's

Functional Products organisation has not yet given its approval to such list. A final agreed list between Assignor and Assignee shall be added to this Agreement until 30 June 2009.

The Assigned Patents and Trademarks and the Assigned 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, manufacturing procedures etc.

Assignor promises to provide, and to procure that Seller and Sellers' Affiliates provide, to Assignee all tangible descriptions and documentation of the Assigned Pulcra IP Assets (based on the products exclusively belonging to the Business as described under Section 1) including but not limited to the manufacturing procedures. The parties furthermore agree, that the list of Annex 3 shall be finalised by the parties until 30 June 2009 and may be extended by lists of products exclusively belonging to the Business being produced by Assignor and exclusively used by the Business in other countries than Germany and USA. The parties agree, that apart from the list in Annex 3 (regarding the assigned manufacturing know how) another list should be agreed upon at the latest 30 June 2009 which should concretise in more detail the Assigned Know How other than the assigned manufacturing know how. 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 that he has full authority to transfer these rights according to this Agreement. All further rights of warranty (*Gewährleistungsrechte*) by Assignee are excluded. In particular, Assignor does 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. Assignor further does not warrant the secrecy of the Assigned 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 7, 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.

Cognis IP Management GmbH

Place: Waulun

Date: 31. October 2008

By: C. Schack

Signature: C. SCHACK

Fashion Chemicals GmbH & Co. KG

Place: Munheim

Date: 31. Oktober 2008

By: CHRISTOPH KOWITZ

Signature: Christoph Kowitz



Notar

Reinhard Döbler

in

40789 Monheim am Rhein

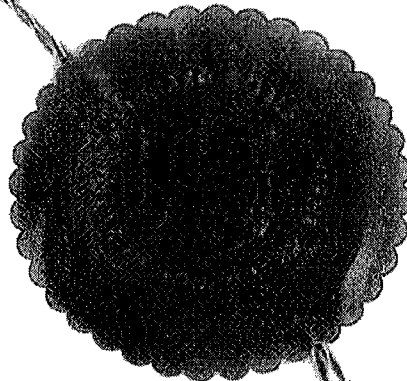
Tel.: 0 21 73 / 39 95 91-0
Fax.: 0 21 73 / 39 95 91-11
email@notar-doebler.de

certified copy

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

Monheim am Rhein, July 14th, 2008

Döbler, Notary public



NOTARIAL DEED

Role of Deeds No. 1122/2008

Reference Deed

Negotiated at Monheim am Rhein (Germany) this 14th 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:

Hobberger
Hajler
Dzi, Notar

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Annex 1.4.1(B)	Inter-Company Financing Balance as per 31 May 2008
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Annex 11.8

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 14th July, 2008

Holbecher

Kalle

Dein, 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 14th July, 2008

Holbecher
Wagner
Reinhard Döbler, Notar

Definition of Textile Auxiliaries and Leather Auxiliaries

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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 14th July, 2008

Döbler
Wagner
OTZ, MZ

Pulera IP Assets

PATENTS

C 2614	Textile	Degumming	12.02.2002	DE 10205929	2022	DE 10205929	WO 03/069050
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Hobbes
Heppner
Bohn, 10/20

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 006396	2026	DE 10 2006 006396			
D 7154	Textile	Ether sulfonates	29.09.1984	DE 3435841	2004	DE 3435841		EP 0176797	US 4826998
D 7341	Textile	Hydroxy carboxylic acids	23.12.1985	DE 3545909	2005	DE 3545909		EP 0233350	US 4880566
D 8211	Textile	Oleic acid sulfonates	19.08.1988	DE 3828226	2008	DE 3828226		EP 0355613	US 5002683
D 8473	Textile	(Meth)acryl acid esters	30.11.1989	DE 3939549	2009	DE 3939549	WO 91/008336	EP 0502870	US 6200492
D 8952	Textile	(Meth)acryl acid esters	08.01.1990	DE 4000304	2010	DE 4000304	WO 91/010717	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 4114240	2011	DE 4114240	WO 92/019805	EP 0582609	US 5464660
H 0556	Textile	Galactomannanes	24.06.1993	DE 4321016	2013	DE 4321016	WO 95/000696	EP 0705357	US 5612474
H 0678	Textile	Esterquats	18.03.1993	DE 4308794	2013	DE 4308794	WO 94/021593	EP 0689532	US 5718891
H 0686	Textile	Fatty acid amides	13.04.1993	DE 4312008	2013	DE 4312008	WO 94/024092	EP 0694031	
H 0906	Textile	Polyesters	10.02.1994	DE 4404176	2014	DE 4404176	WO 95/021956	EP 0743992	US 5683612
H 1029	Textile	PEG+Fatty alcohols	16.06.1994	US 260852	2014		WO 95/034708	EP 0765415	US 5464546
H 1226	Textile	Fatty acid polyol esters	16.06.1994	US 260854	2014		WO 95/034709	EP 0765414	US 5478485
H 1287	Textile	Esterquats	02.11.1994	DE 4439090	2014	DE 4439090	WO 96/014290	EP 0789684	
H 1390	Textile	Pentaerythrit esters	17.10.1994	DE 4437032	2014	DE 4437032	WO 96/012002	EP 0787175	
H 2407	Textile	Esterquats	16.08.1996	DE 19633104	2016	DE 19633104	WO 98/007920	EP 0918901	
H 2433	Textile	Alkyl polyglucosides	23.07.1996	DE 19629667	2016	DE 19629667	WO 98/003716	EP 0914512	US 6190736
H 2743	Textile	PEG+Fatty acid methyl esters	07.01.1997	DE 19700155	2017	DE 19700155	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 19833305	2018	DE 19833305	WO 00/005447	EP 1117864	
H 3624	Textile	Fatty acid alkyl esters	15.10.1998	DE 19847497	2018	DE 19847497		EP 1119658	
H 3854	Textile	PEG+Fatty acid methyl esters	08.05.1999	DE 19921330	2019	DE 19921330	WO 00/068492	EP 1177341	
M 04582	Textile	Waxes	26.05.1994	US 249590	2014				US 5491004
M 04703	Textile		26.07.1989	US 385754	2010			EP 0484400	
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 007314	2010		WO 98/040883		US 5314718
M 05134	Textile	Ether carboxylic acid esters	29.08.1994	US 297282	2014		WO 96/006824		US 5576470
M 05382	Textile	Polymers	10.05.1994	US 240305	2014				US 5464452

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M 05382A	Textile	Polymers	08.05.1995	US 437261	2012	WO 95/030794	US 5525125
M 05422	Textile	Polyethylene glycols	31.08.1994	US 298637	2014	WO 96/006971	US 5525243
M 05449	Textile	Polyethylene glycol esters	19.06.1995	US 491831	2015	WO 97/000350	US 5648010
M 05532	Textile	Alkyl polyglucosides	10.11.1994	US 337589	2014		US 5527362
M 05640A	Textile	Process	25.08.1998	US 140737	2018	WO 00/010734	
M 05843	Textile	Alkyl polyglucosides	08.01.1997	US 781160	2017		US 5888949
M 06094	Textile	Polymers	19.11.1997	US 974547	2017		US 5922088
M 06246	Textile	Antistats	11.06.1998	US 01 096048	2018	WO 99/064658	
M 06312	Textile	Polymers	20.08.1998	US 137001	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 280765	2019		US 6140413
M 06666	Textile	Dicarboxylic acid esters	27.09.1999	US 156247	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		

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Pulcra IP Assets

TRADEMARKS

TRADEMARK	SEGMENT	PRIORITY	PRJ DOCUMENT	INT.	CLASS
CORATYL	Leather	05.01.1938	B7233/1	2R219438	1
DRASIL	Leather	27.01.1951	B2890/1	2R169495	1, 3
EMULLO	Leather	16.05.1938	K66597/1		1, 16
EMULLO	Leather	06.03.1971	K31900/2	438.577	2
EPICOLOR	Leather	02.04.1981	H48634/1	466.822	1, 2
EPISAN	Leather	20.08.1960	H18337/3	R300676	3
EPISAN	Leather	21.03.1972	H36624/1	R390163	1
FIBROTOL	Leather	14.03.1932		2R155164	1, 2, 3
FONDORCYL	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	R336428	1
GARMIN	Leather	20.08.1960	H18389/1	R314526	1
GRASSAN	Leather	18.04.1952	B5032/1	2R178275	1, 4
KEPECO	Leather	01.07.1982	H50188/18		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	B72031/1	2R188571	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	26.02.1955	B11550/1	R203621	1
PELLAN	Leather	14.01.1988	C37235/18		18
PELLASAN	Leather	08.09.1976	H42157/1	R426742	1
PELLICOLOR	Leather	15.12.1952	T1940/3	R246840	2, 3

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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	25.02.1955	B11540/1	2R197998	1
PERAMIT	Leather	16.05.1952	B5169/1	2R178276	1, 3
PERDOL	Leather	11.11.1950	B2561/1	2R169500	1
RECTIL	Leather	03.04.1952	B4964/1	2R173744	1
SIRIAL	Leather	06.08.1930	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	2R183090	1
SOLANA	Leather	03.04.1998	H69110/1	605.116	1, 3
TRIANOL	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	20.08.1996	819427560		01.30
AMAZONTEX	Textile				
ANIPUR	Textile	08.12.1954	B11046/1	2R196584	1
AQUASOFT	Textile	22.10.1966	B36817/1	R350072	1
ARBYL	Textile	05.04.1918	C18312/1	R281638	1
AVERSIN	Textile	06.09.1935	B73084/1	2R192569	1
AVERSIN	Textile	06.02.1985	H53772/1	501.074	1
AVIROL	Textile	16.04.1907	B15042/4	R265242	3, 4
BELFASIN	Textile	08.03.1939	B78998/1	2R230956	1, 3
BELFASOLV	Textile	20.06.1969		R358214	1
BELFASUN	Textile	09.06.2006	30636504	906.971	1
BELSOFT	Textile	02.09.1965	H27065/1	R308547	1, 3, 5
BELSOFT	Textile	15.01.1988	C37243/18		18
BELSOFT	Textile	12.05.1989	H61627/3		3
BELSOFT	Textile	14.10.1996	396445136	674.098	1, 3, 21
BK	Textile	26.07.1995	125453		1
BO	Textile	26.07.1995	125454		1
BREVIOL	Textile	03.11.1952	B6052/1	2R176389	1
CAREMELT	Textile	16.05.2002	DE 30224749	793.378	1

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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	H27210/1		R342588			1
EMTHOX	Textile	26.01.1981	294577					1
ENSITAL	Textile	28.07.1965	2367		414.616			1, 3, 4
FIBROCOL	Textile	25.06.1927	S28035/1		R386566			1
FIBROCOL	Textile	19.05.1987	H57802/1		549.808			1
FIBROPUR	Textile	26.11.1934	B71812/1		2R186846			1, 2, 3
FIBROSINT	Textile	19.01.1952	B4489/1		R230191			1
FIBROTEX	Textile	09.02.1998	398065993		701.543			1
FILASINT	Textile	01.04.1989	H61362/1		539.805			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	25.09.1950	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	24.10.1938	B78429/1		R234367			1
GERBASOL	Textile	25.09.1950	B2261/1		2R169853			1, 3
HORSIL	Textile	11.11.1950	B2562/1		2R169494			1
INEX	Textile	07.02.1952	B4608/1		2R178273			1
KATAX	Textile	08.12.1954	B11039/1		R217230			1
KATIPUR	Textile							

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LAVIRON	Textile	25.09.1950	B2259/1	2R176388	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
MILTAPAN	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	R232076	1
ONDALON	Textile	25.09.1950	629933	2R183089	1, 3
PART OF THE SOLUTION	Textile	06.07.1995	74/697998		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	H50449/1		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
SEGLARIN	Textile	01.03.1935	B72274		1, 2
SECURLANA	Textile				
SECURON	Textile	18.02.1976	H41456/1	R427265	1
SEDAFLOR	Textile	25.06.1993	817329536		01.90
SEDAFLOR	Textile	18.10.1995	818841915		01.30
SELBANA	Textile	27.01.1951	B2888/1	2R183087	1, 3, 4
SERITOL	Textile	18.06.1969	ES 0591467.1	0529594.7	1, 3
SETAFIN	Textile	30.06.1983	2028083		1
SETILON	Textile	09.08.1965	225273		2
SETILON	Textile	k20.08.1934	B71353/1	2R182647	1, 2
SILKOL	Textile	10.09.1928	B59812	2R153232	1
SILKOL	Textile	18.09.1972	H37382/1	433.708	1
SILKONIT	Textile	10.09.1928	B59811	R206233	1
SINARTOL	Textile	28.11.1988	ES 0495849.7		1, 3, 4
SOLVOCLARIN	Textile	20.06.1969		R358223	1
SPREITAN	Textile	31.07.1942	B84693/1	2R188109	1

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STABICRIL	Textile	25.08.1971	6141820			01.30
STABICRYL	Textile	21.03.1972	893752	R390790		1
STABIFIX	Textile	19.01.1976	H41335/1	R426646		1
STABIFLEX	Textile	10.01.1992	H66699/1	586.076		1
STABIFORM	Textile	20.11.1954	B10911/1	2R193442		1
STABILOL	Textile	21.06.1938	B77661	2R163847		1
STABIJPRINT	Textile	07.07.1975	12561775			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	395153999	649.641		1, 3, 21
STANDAPON	Textile	02.1.2.1962	154380			1
STANFIX	Textile	12.03.1962	139687			1
STANFLAKE	Textile	20.10.1980	282655			1
STANTEK	Textile	15.06.1978	H44366/1	439.169		1
SULFIMEX	Textile	11.05.1970	ES 0615730.0			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	75/498662			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	B64680/1	2R153247		1, 3

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

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 H...
 J... , ...

Cognis IP Assets

PATENTS

Case	Segment	Product	Filed	Priority	Exp.	DE	PCT	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	584.054	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)

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Kaplan
Boyer, M.E.

Back-licensed Patents and Trademarks

PATENTS

Case	Segment	Product	Filed	Priority	Exp.	DE	PCT	EP	US
M 05337	Leather	Alkyl polyglucosides	10.11.1993	US 150508	2014		WO 95/013400	EP 0728219	US 5985167
C 2236	Textile	Nanoorganics	18.12.2000	DE 10063090	2020				
C 2237	Textile	Nanoorganics	18.12.2000	DE 10063092	2020	DE 10063092			
C 2463	Textile	Tocopherol	28.11.2001	DE 10158348	2021	DE 10158348			
C 2629	Textile	Triglycerides	15.02.2002	DE 10206617	2022	DE 10206617	WO 03/068282	EP 1474183	
C 2714	Textile	Acrylacrylates	14.09.2002	DE 10242762	2022	DE 10242762			
C 2838	Textile	Softeners	11.08.2003	BR PI 10302871	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 3998	Textile	Polycarbonates	10.07.1999	DE 19932292	2019	DE 19932292		EP 1194470	US 6660826
U 00305	Textile		29.08.2006	US 11 511759	2026				

TRADEMARKS

TRADEMARK	SEGMENT	PRIORITY	DOCUMENT	INT.	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 signatures:
 K. de Geyer
 Hoffmann
 R. Witz

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 [●] (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 14th July, 2008

Kolbe
Kolbe
Dez, Nitz

NOTARIAL DEED

Role of Deeds Nr. 1123/2008

Negotiated at Monheim am Rhein (Germany) in the offices of Cognis GmbH,
Rheinpromenade 1, 40789 Monheim am Rhein this 14th 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;

- Mrs. Nadine Mayer, born 12. July 1977,
identified by her valid official German identity card,
with business address Rheinpromenade 1, 40789 Monheim
am Rhein,
pursuant to the power of attorney attached to this deed,

- 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;

- Mrs. Claudia Nagel, born 19. October 1977,
identified by her valid official German identity card,
with business address Rheinpromenade 1, 40789 Monheim
am Rhein,
as representative without power of attorney subject to
ratification, excluding any personal liability (unter Ausschluss
jeder persönlichen Haftung),

- 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
02487820132;

- Mrs. Loni Wagner, born 11. November 1973,
identified by her valid official German identity card,
with business address Rheinpromenade 1, 40789 Monheim
am Rhein,
pursuant to the power of attorney attached to this deed,

- 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;

- Mr. Markus Stephanblome, born 29. April 1974,
identified by his valid official German identity card,
with business address Rheinpromenade 1, 40789 Monheim
am Rhein,
pursuant to the power of attorney attached to this deed,

- 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;

- Mr. Harald Bruns, born 31. May 1961,
identified by his valid official German identity card,
with business address Rheinpromenade 1, 40789 Monheim
am Rhein,
pursuant to the power of attorney attached to this deed,

- 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;

- Mrs. Christina Schaal, born 10. June 1975,
identified by her valid official German identity card,
with business address Rheinpromenade 1, 40789 Monheim
am Rhein,
pursuant to the power of attorney attached to this deed,

- 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;

- Mr. Constantin Freiherr von Wendt, born 23. July 1979,
identified by his valid official German identity card,
with business address Rheinpromenade 1, 40789 Monheim
am Rhein,
as representative without power of attorney subject to
ratification, excluding any personal liability (*unter Ausschluss
jeder persönlichen Haftung*),

- 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;

- Mr. Dr. Gilbert Schenker, born 22. September 1955, and Mrs. Inge Müllejans, born 21. November 1966, identified by his/her valid official German identity card, with business address Rheinpromenade 1, 40789 Monheim am Rhein, pursuant to the power of attorney as "Prokurist",

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;

- Mr. Dr. Christoph Kowitz, born 15. May 1968, identified by his valid official German passport, with business address Leienstraße 3, 40789 Monheim am Rhein, as representative of the Fashion Chemicals Verwaltungs GmbH as legal representative of the foresaid KG,

- 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.

The persons appearing then declared:

I.

The Parties conclude the

SALE AND PURCHASE AGREEMENT
REGARDING THE SALE AND PURCHASE OF THE PROCESSING
CHEMICALS UNIT 'PULCRA' OF COGNIS

taken as annex to this deed.

II.

The cost of the notarial recording of this document shall be borne by Fashion Chemicals GmbH & Co. KG.

III.

Annexes

All in the following sale and purchase agreement listed annexes are included in the notarial deed of 14th July 2008 -role of deeds no. 1122/ 2008 of the notary Reinhard Döbler in Monheim am Rhein. The individuals present referred to the notarial deed no. 1122/2008 and its annexes which thereby come to be content of the actual document.

The individuals present stated that they know the content of the notarial deed no. 1122/2008. They waived their right to have this document read out to them.

The notarial deed no. 1122/2008 of the acting notary is in hand as a certified copy, which is attached to this deed as annex.

IV.

The annexes 1.3.1 page 6 (trademark) and 5.7.13 of deed 1122/2008 are replaced by the versions which are attached to the current deed.

V.

This document and the sale and purchase agreement taken as annex to this document were read out to the persons appearing, approved by them and signed by them and the notary public.

Doanre Jayer
Leonora Kayer
Joni Le
Kas Japralan
Herb Ben

Christy Shad
Catherine
Apo. J. S.
Ipa. S. S.

Christy Kowitz
D. S. , M. S.

(TO BE NOTARIZED)

**SALE AND PURCHASE AGREEMENT
REGARDING THE SALE AND PURCHASE OF
THE PROCESSING CHEMICALS UNIT 'PULCRA'
OF COGNIS**

SALE AND PURCHASE AGREEMENT

by and among

Cognis GmbH (the *Seller 1*),

Cognis Iberia S.A.U. (the *Seller 2*),

Cognis S.p.A (the *Seller 3*),

Cognis Brasil Ltda. (the *Seller 4*),

Cognis Corporation (the *Seller 5*),

Cognis B.V. (the *Seller 6*),

PT Cognis Indonesia (the *Seller 7*),

Cognis IP Management GmbH (the *Seller 8*),

and

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

- Seller 1, Seller 2, Seller 3, Seller 4, Seller 5, Seller 6, Seller 7 and Seller 8 are hereafter collectively referred to as the *Sellers* and each of them as a *Seller* –
- The Sellers and the Purchaser are hereafter collectively referred to as the *Parties* and each of them as a *Party* –

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DEFINITIONS

<i>Agreement</i>	shall have the meaning ascribed to it in the preamble
<i>Base Purchase Price</i>	shall have the meaning ascribed to it in Section 3.1.1
<i>Brazilian Shares</i>	shall have the meaning ascribed to it in Section 1.1.4
<i>Breach</i>	shall have the meaning ascribed to it in Section 8.1.1
<i>Break-up Fee</i>	shall have the meaning ascribed to it in Section 5.5.4
<i>Business</i>	shall have the meaning ascribed to it in the preamble
<i>Business Day</i>	shall have the meaning ascribed to it in Section 17.3.2
<i>Closing</i>	shall have the meaning ascribed to it in Section 5.1
<i>Closing Conditions</i>	shall have the meaning ascribed to it in Section 5.2
<i>Closing Memorandum</i>	shall have the meaning ascribed to it in Section 5.7.13
<i>Closing Date</i>	shall have the meaning ascribed to it in Section 5.1
<i>Cognis IP Assets</i>	shall have the meaning ascribed to it in Section 1.3
<i>Cognis Name</i>	shall have the meaning ascribed to it in Section 11.3.5 (1)
<i>Companies</i>	shall have the meaning ascribed to it in Section 1.1.10
<i>Company</i>	shall have the meaning ascribed to it in Section 1.1.10
<i>Compensation Provisions</i>	shall have the meaning ascribed to it in Section 7
<i>Contested Inter-Company Financing Receivables Statement</i>	shall have the meaning ascribed to it in Section 1.4.8
<i>Contested Interest Balance Statement</i>	shall have the meaning ascribed to it in Section 1.4.8
<i>Contested Royalties Statement</i>	shall have the meaning ascribed to it in Section 1.4.8
<i>Covered Consequential Damages</i>	shall have the meaning ascribed to it in Section 8.1.2.
<i>De Minimis Amount</i>	shall have the meaning ascribed to it in Section 8.3
<i>DIS Rules</i>	shall have the meaning ascribed to it in Section 17.2.2
<i>DPAA</i>	shall have the meaning ascribed to it in Section 11.6.1

<i>DPAA Loss Settlement Amount</i>	shall have the meaning ascribed to it in Section 11.6.4
<i>DPAA Payable</i>	shall have the meaning ascribed to it in Section 11.6.4
<i>DSD</i>	shall have the meaning ascribed to it in the preamble
<i>DSD Release Guarantee</i>	shall have the meaning ascribed to it in Section 11.3.1 (2)
<i>Effective Date</i>	shall have the meaning ascribed to it in Section 2.1
<i>Exercise Period</i>	shall have the meaning ascribed to it in Section 5.7.4
<i>Reference Inter-Company Financing Balance</i>	shall have the meaning ascribed to it in Section 1.4.1
<i>Equity Conversion</i>	shall have the meaning ascribed to it in Section 1.4.2
<i>Equity Injection</i>	shall have the meaning ascribed to it in Section 1.4.3
<i>Excess Amount</i>	shall have the meaning ascribed to it in Section 3.1.1 (3)
<i>Exercise Period</i>	shall have the meaning ascribed to it in Section 5.7.4
<i>Final Inter-Company Financing Receivables Statement</i>	shall have the meaning ascribed to it in Section 1.4.8
<i>Final Interest Balance Statement</i>	shall have the meaning ascribed to it in Section 1.4.8
<i>Final Royalties Statement</i>	shall have the meaning ascribed to it in Section 1.4.8
<i>Final Statements</i>	shall have the meaning ascribed to it in Section 1.4.8
<i>Financials</i>	shall have the meaning ascribed to it in Section 8.1.3 (5)
<i>Finished Textiles</i>	shall have the meaning ascribed to it in Annex A
<i>FY End Date</i>	shall have the meaning ascribed to it in Section 11.6.1
<i>German Share</i>	shall have the meaning ascribed to it in Section 1.1.1
<i>Indian Shares</i>	shall have the meaning ascribed to it in Section 1.2.1 (1)
<i>Indian Shares Purchase Price</i>	shall have the meaning ascribed to it in Section 3.1.3
<i>Indonesian Shares</i>	shall have the meaning ascribed to it in Section 1.1.7
<i>Inter-Company Financing Payable</i>	shall have the meaning ascribed to it in Section 1.4.1
<i>Inter-Company Financing Receivable</i>	shall have the meaning ascribed to it in Section 1.4.1

<i>Inter-Company Financing Receivable Balance</i>	shall have the meaning ascribed to it in Section 1.4.5 (i)
<i>Interest Balance</i>	shall have the meaning ascribed to it in Section 3.1.1 (4)
<i>Intra-Group Agreements</i>	shall have the meaning ascribed to it in Section 4.1
<i>IP Assets</i>	shall have the meaning ascribed to it in Section 1.3
<i>IP Assets Costs</i>	shall have the meaning ascribed to it in Section 1.4.7
<i>IP Assets Royalties</i>	shall have the meaning ascribed to it in Section 1.4.7
<i>IP Assets Support Balance</i>	shall have the meaning ascribed to it in Section 1.4.7 (1)
<i>IP License Agreement</i>	shall have the meaning ascribed to it in Section 5.7.7 (3)
<i>Italian Share</i>	shall have the meaning ascribed to it in Section 1.1.3
<i>JV Partner(s)</i>	shall have the meaning ascribed to in Section 1.2.2
<i>Key Employee</i>	shall have the meaning ascribed to it in Section 11.2
<i>Leakage</i>	shall have the meaning ascribed to it in Section 14.2
<i>Leather Auxiliaries</i>	shall have the meaning ascribed to it in Annex A
<i>Leather Industry</i>	shall have the meaning ascribed to it in Annex A
<i>Legal Terms</i>	shall have the meaning ascribed to it in Section 17.4.2
<i>Liability Cap</i>	shall have the meaning ascribed to it in Section 8.2.2
<i>Loss</i>	shall have the meaning ascribed to it in Section 11.3.3
<i>Managers</i>	shall have the meaning ascribed to it in the preamble
<i>Mexican Shares</i>	shall have the meaning ascribed to it in Section 1.1.6
<i>Neutral Accountant</i>	shall have the meaning ascribed to it in Section 1.4.8
<i>Notices</i>	shall have the meaning ascribed to it in Section 16.1
<i>Objections</i>	shall have the meaning ascribed to it in Section 1.4.8
<i>Outstanding Royalty Claims</i>	shall have the meaning ascribed to it in Section 1.4.7 (2).
<i>Parties</i>	shall have the meaning ascribed to it on page 2
<i>Party</i>	shall have the meaning ascribed to it on page 2
<i>Permitted Objections</i>	shall have the meaning ascribed to it in Section 1.4.8
<i>Pre-Emptive Rights</i>	shall have the meaning ascribed to it in Section 1.2.2
<i>Pre-Emptive Rights</i>	shall have the meaning ascribed to it in Section 3.1.1
<i>Purchase Price</i>	

<i>Preliminary Inter-Company Financing Receivables Statement</i>	shall have the meaning ascribed to it in Section 1.4.5 (i)
<i>Preliminary Interest Balance Statement</i>	shall have the meaning ascribed to it in Section 1.4.5 (i)
<i>Preliminary Purchase Price</i>	shall have the meaning ascribed to it in Section 3.3.1
<i>Preliminary Royalties Statement</i>	shall have the meaning ascribed to it in Section 1.4.7 (3)
<i>Preliminary Statements</i>	shall have the meaning ascribed to it in Section 1.4.7
<i>Prohibited Payment</i>	shall have the meaning ascribed to it in Section 14.2
<i>Pulcra Brazil</i>	shall have the meaning ascribed to it in Section 1.1.4
<i>Pulcra Carve Out</i>	shall have the meaning ascribed to it in the preamble
<i>Pulcra Germany</i>	shall have the meaning ascribed to it in Section 1.1.1
<i>Pulcra Germany Financial Statements</i>	shall have the meaning ascribed to it in Section 11.6.2
<i>Pulcra Indonesia</i>	shall have the meaning ascribed to it in Section 1.1.7
<i>Pulcra India</i>	shall have the meaning ascribed to it in Section 1.2.1
<i>Pulcra IP Assets</i>	shall have the meaning ascribed to it in Section 1.3
<i>Pulcra Italy</i>	shall have the meaning ascribed to it in Section 1.1.3
<i>Pulcra Mexico</i>	shall have the meaning ascribed to it in Section 1.1.6
<i>Pulcra Shanghai</i>	shall have the meaning ascribed to it in Section 1.1.8
<i>Pulcra Spain</i>	shall have the meaning ascribed to it in Section 1.1.2
<i>Pulcra Turkey</i>	shall have the meaning ascribed to it in Section 1.1.9
<i>Pulcra USA</i>	shall have the meaning ascribed to it in Section 1.1.5
<i>Purchase Price</i>	shall have the meaning ascribed to it in Section 3.1.1
<i>Purchaser</i>	shall have the meaning ascribed to it on page 2
<i>Purchaser's Affiliates</i>	shall have the meaning ascribed to it in Section 11.1.5
<i>Purchaser's Knowledge</i>	shall have the meaning ascribed to it in Section 8.4
<i>Reference Inter-Company Financing Balance</i>	shall have the meaning ascribed to it in Section 1.4.1
<i>Royalty Balance</i>	shall have the meaning ascribed to it in Section 1.4.7 (1)

<i>Security Amount</i>	shall have the meaning ascribed to it in Section 5.6.1
<i>Security Providers</i>	shall have the meaning ascribed to it in Section 11.3.1 (1)
<i>Seller</i>	shall have the meaning ascribed to it on page 2
<i>Seller 1</i>	shall have the meaning ascribed to it on page 2
<i>Seller 2</i>	shall have the meaning ascribed to it on page 2
<i>Seller 3</i>	shall have the meaning ascribed to it on page 2
<i>Seller 4</i>	shall have the meaning ascribed to it on page 2
<i>Seller 5</i>	shall have the meaning ascribed to it on page 2
<i>Seller 6</i>	shall have the meaning ascribed to it on page 2
<i>Seller 7</i>	shall have the meaning ascribed to it on page 2
<i>Seller 8</i>	shall have the meaning ascribed to it on page 2
<i>Seller Group</i>	shall have the meaning ascribed to it in Section 11.3.8
<i>Sellers</i>	shall have the meaning ascribed to it on page 2
<i>Sellers' Affiliates</i>	shall have the meaning ascribed to it in Section 1.4.1
<i>Sellers' Account</i>	shall have the meaning ascribed to it in Section 3.3.2
<i>Sellers' Guarantees</i>	shall have the meaning ascribed to it in Section 11.3.1 (1)
<i>Sellers' Knowledge</i>	shall have the meaning ascribed to it in Section 6.4
<i>Sellers' Objections</i>	shall have the meaning ascribed to it in Section 1.4.8
<i>Shanghai Share</i>	shall have the meaning ascribed to it in Section 1.1.8
<i>Share</i>	shall have the meaning ascribed to it in Section 1.2.3
<i>Shares</i>	shall have the meaning ascribed to it in Section 1.2.3
<i>Siegburg Real Property</i>	shall have the meaning ascribed to it in Section 11.3.7
<i>Signing Date</i>	shall have the meaning ascribed to it in Section 2.3.1
<i>Spanish Shares</i>	shall have the meaning ascribed to it in Section 1.1.2
<i>Subsidiary</i>	shall have the meaning ascribed to it in Section 1.1.9
<i>Tax</i>	shall have the meaning ascribed to it in Section 9.1
<i>Termination</i>	shall have the meaning ascribed to it in Section 11.6.1
<i>Textile Auxiliaries</i>	shall have the meaning ascribed to it in Annex A
<i>Textile Fabrics</i>	shall have the meaning ascribed to it in Annex A
<i>Textile Industries</i>	shall have the meaning ascribed to it in Annex A

<i>Threshold</i>	shall have the meaning ascribed to it in Section 8.3
<i>Transaction</i>	shall have the meaning ascribed to it in the preamble
<i>Transferees</i>	shall have the meaning ascribed to it in Section 2.4
<i>Trustee I</i>	shall have the meaning ascribed to it in Section 1.1.4
<i>Trustees II</i>	shall have the meaning ascribed to it in Section 1.1.9
<i>Turkish Shares</i>	shall have the meaning ascribed to it in Section 1.1.9
<i>USA Share</i>	shall have the meaning ascribed to it in Section 1.1.5
<i>VAT</i>	shall have the meaning ascribed to it in Section 3.6
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DIS Rules

PREAMBLE

WHEREAS, Seller 1 (Cognis GmbH) is 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, and registered with the commercial register (*Handelsregister*) of the Lower Court (*Amtsgericht*) of Düsseldorf under HRB 42343;

WHEREAS, Seller 2 (Cognis Iberia S.A.U.) is a stock corporation (*Sociedad Anónima Unipersonal*) 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, and registered with the Registro Mercantil de Barcelona under Tomo 37152, Folio 157, Hoja B-210300;

WHEREAS, Seller 3 (Cognis S.p.A.) is 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, and registered with the Registro Imprese di Como under registration number 02487820132;

WHEREAS, Seller 4 (Cognis Brasil Ltda.) is 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, and registered with the Board of Trade of São Paulo under registration number 35.213.759.232;

WHEREAS, Seller 5 (Cognis Corporation) is 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, and registered with the Secretary of State of the State of Delaware under authentication number 9961545;

WHEREAS, Seller 6 (Cognis B.V.) is 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, and registered with the Kamer van Koophandel Amsterdam under registration number 30158289;

WHEREAS, Seller 7 (PT Cognis Indonesia) is 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, and registered with the Company register – Ministry of Industry and Trade under registration number 1027.1.24.00029;

WHEREAS, Seller 8 (Cognis IP Management GmbH) is a limited liability company (*Gesellschaft mit beschränkter Haftung*) duly organized and existing under the laws of the Federal Republic of Germany with registered seat at Henkelstraße 67, 40589 Düsseldorf, Germany, and registered with the commercial register of the Lower Court of Düsseldorf under HRB 50836;

WHEREAS, Purchaser is a limited partnership (*Kommanditgesellschaft*) duly organized and existing under the laws of Germany with registered seat at Leienstraße 3, 40789 Monheim, Germany, and registered with the commercial register of the local court of Düsseldorf under HRA 20040;

WHEREAS, DSD Deri Sanayicileri Diş Ticaret A. Ş., Olivium Aliş Veriş Merkezi, 5. Büro Kati, 34020 Zeytinburnu, ISTANBUL, Turkey (*DSD*), is currently the sole limited partner and Fashion Chemicals Verwaltungs GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) duly organized and existing under the laws of Germany with registered seat at Leienstraße 3, 40789 Monheim, Germany, and registered with the commercial register of the local court of Düsseldorf under HRB 58898, is the sole general partner of the Purchaser; and it is planned that a company or partnership, the shares or partnership interests in which will be held by a number of investors and managers of certain Companies (the *Managers*), will join the Purchaser as a further limited partner;

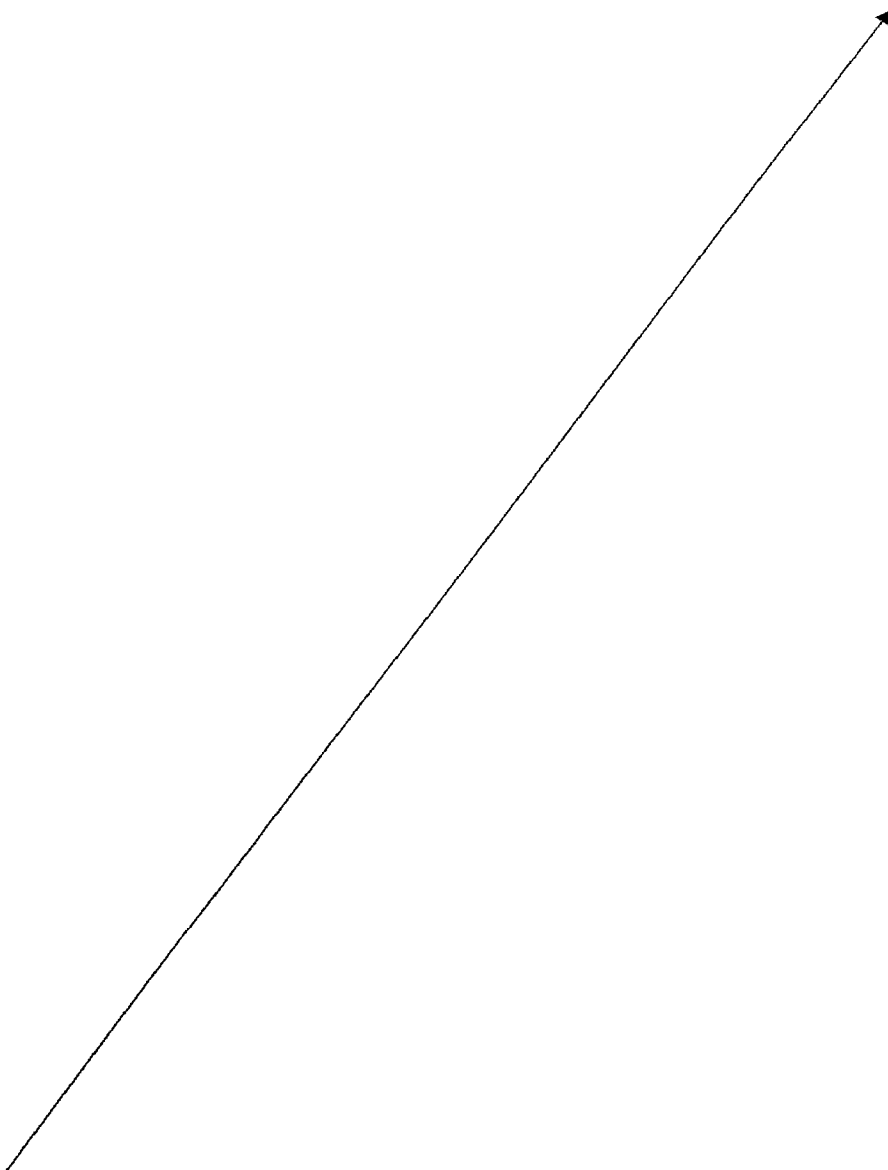
WHEREAS, the Sellers hold certain direct and indirect subsidiaries and a joint venture, which conduct a speciality chemicals business comprising the development, production, marketing and sale of Textile Auxiliaries and Leather Auxiliaries (both as defined in Annex A) (the *Business*). The Business was formerly an integral part of the Sellers' worldwide business activities but was then, except for Pulcra India, legally separated and spun-off to the Companies (as defined below) with economic effect as of 1 July 2007 and 1 August 2007, respectively (the *Pulcra Carve Out*);

WHEREAS, the Sellers intend to divest and Purchaser wishes to acquire the Companies, the Indian Shares, the Inter-Company Financing Receivables and the Pulcra IP Assets (as defined below) under this sale and purchase agreement (the *Agreement*; the transactions contemplated by this Agreement hereinafter, collectively, the *Transaction*);

WHEREAS, the Purchaser intends to further develop the Business thereby enhancing the value of the Companies and Pulcra India and to retain its shareholding in the Companies and in Pulcra India on a long-term basis, but at least for two to three years as of the Closing Date;

WHEREAS, the Purchaser will carry out various central functions of the Business, including central management, financing/treasury, human resources and other taxable services for the Business and will acquire the Inter-Company Financing Receivables (as defined below) and hold and license to the Companies the Pulcra IP Assets (as defined below);

NOW, THEREFORE, the Parties hereto agree as follows:



Boris Körner
 Orth Kluth Rechtsanwälte
 Grafenberger Allee 125
 40327 Düsseldorf
 Fax: +49 211 600 35 150

16.4 Change of Address

The Parties are to, without being legally obliged to, communicate any change of their respective addresses set forth in Sections 16.2 through 16.3 as soon as possible in writing to the respective other Parties. Until such communication, the address as hitherto provided shall be relevant.

16.5 Copies to Advisers

16.5.1 The receipt of copies of Notices by the Parties' advisers shall not constitute or substitute the receipt of such Notices by the Parties themselves.

16.5.2 Any Notice shall be deemed received by a Party regardless of whether any copy of such Notice has been sent to or received by an adviser of such Party or the acting notary, irrespective of whether the delivery of such copy was mandated by this Agreement.

16.6 Representation and Process Agent

16.6.1 The Sellers herewith (i) authorize Seller 1 to make and receive on their behalf all declarations of will (*Willenserklärungen*), notices and payments to be made or given under or in connection with the Agreement and (ii) appoint Seller 1 as their joint process agent (*Zustellungsbevollmächtigter*) for the initiation of any arbitration or court proceedings in connection with this Agreement.

16.6.2 The Sellers may revoke the appointment of their process agent only if at the same time they appoint a new process agent and inform the Purchaser thereof in writing, provided that the new process agent must be a German entity of the Seller Group.

Section 17 Miscellaneous

17.1 Governing Law

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.

17.2 Dispute Resolution and Arbitration

17.2.1 All disputes arising out of or in connection with this Agreement (including without limitation, claims for set-off or counter-claims) shall first be discussed with a view to amicably settle such dispute.

17.2.2 If the Parties have not settled the dispute within 30 (thirty) Business Days 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.

17.2.3 The DIS Rules are attached as Annex 17.2.3.

17.3 Amendments; Supplementations; Business Day; Interest; Legal Successors

17.3.1 Any amendment or supplementation of this Agreement, including of this Section 17.3.1, shall be valid only if made in writing, except where a stricter form (e.g. notarization) is required under applicable law.

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

17.3.3 Heretofore and hereinafter, any interest shall be calculated on the basis of actual days elapsed and a calendar year of 360 (three hundred and sixty) days

17.3.4 Whenever reference is made herein to any Party to this Agreement or to any Company or Pulcra India or to their respective Affiliates, this shall include any legal successor of such company or person.

17.4 Language

17.4.1 This Agreement is written in the English language (except for the Annexes which may be partly in the German, Spanish, Chinese, Turkish, Portuguese, Indonesian and Italian 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.

17.4.2 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.

- 17.4.3 The use of the expression “including” in this Agreement shall not imply any limitation of the respective term (i.e. shall, at all times mean “including, without limitation”).

17.5 Headings

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.

17.6 Annexes

All Annexes attached hereto form an integral part of this Agreement. Any reference to this Agreement includes this Agreement and the Annexes as a whole. The disclosure of any matter in this Agreement (including any Annex thereto) shall be deemed to be a disclosure for all purposes of this Agreement except that a disclosure under this Agreement shall be considered a disclosure against the representations and warranties set forth under Section 6 and Section 10 only if such disclosure specifically refers to the respective paragraph of these Sections. The fact that a matter has been disclosed in an Annex shall not be used to construe the extent of the required disclosure (including any standard of materiality) pursuant to the relevant representation or other provision of this Agreement.

17.7 Entire Agreement

This Agreement constitutes 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 supersedes 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. Side agreements to this Agreement do not exist.

17.8 Severability

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.1123/2008
of notary public Reinhard Döbler at Monheim am Rhein (Germany)-.

Monheim am Rhein, this 14th July, 2008

Uwe Jäger
Leonore Neigel

Jon Woy
Max Jochen

Frank Z
Christoph

~~Christoph~~

ppa. J. D.

ppa. Schuster

Christoph Kowitz

W. J., Notar

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	H27210/1		R342588			1
EMTHOX	Textile	26.01.1981	294577					1
ENSITAL	Textile	28.07.1965	2367		414.616			1, 3, 4
FIBROCOL	Textile	25.06.1927	S28035/1		R386566			1
FIBROCOL	Textile	19.05.1987	H57802/1		549.808			1
FIBROPIUR	Textile	26.11.1934	B71812/1		2R186846			1, 2, 3
FIBROSINT	Textile	19.01.1952	B4489/1		R230191			1
FIBROTEX	Textile	09.02.1998	398065993		701.543			1
FILASINT	Textile	01.04.1989	H61362/1		539.805			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	25.08.1950	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	24.10.1938	B78429/1		R234387			1
GERBASOL	Textile	25.09.1950	B2261/1		2R169853			1, 3
HORSIL	Textile	11.11.1950	B2562/1		2R169494			1
INEX	Textile	07.02.1952	B4608/1		2R178273			1
KATAX	Textile	08.12.1954	B11039/1		R217230			1
KATIPUR	Textile	05.11.1971	74362					1
LAMALGIN	Textile	22.04.1996	396190561		666.410			1, 2
LAMEFIX	Textile	28.06.1934	C36879/1		R281633			1, 2, 3
LAMEFROST	Textile	08.10.1982	C31522/1		484.135			1, 29, 30
LAMEPRINT	Textile	13.07.1957	C7216/1		R379977			1
LAMESPUMIN	Textile	12.06.1990	C40542/1		560.606			1

TRADEMARK