

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
E. I. du Pont de Nemours and Company		06/02/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	United Phosphorus Limited
Street Address:	Uniphos House, Madhu Park,
Internal Address:	11th Road, Khar (W),
City:	Mumbai
State/Country:	INDIA
Postal Code:	400052
Entity Type:	COMPANY: INDIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1837690	MANEX
Registration Number:	566726	MANZATE

CORRESPONDENCE DATA

Fax Number: (703)739-2815
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: iprecordals@cpaglobal.com
 Correspondent Name: CPA Global
 Address Line 1: Liberation House
 Address Line 2: Castle Street
 Address Line 4: St. Helier, JERSEY JE1 1BL

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Michelle Teixeira

Signature:

M/J/TEIXEIRA

Date:

09/17/2010

Total Attachments: 8

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*") is made as of the 2ND day of June, 2010, by and between E. I. du Pont de Nemours and Company, a Delaware corporation with a principle place of business at 1007 Market Street, Wilmington, DE, 19898, USA ("*Seller*") and United Phosphorus Limited, a company incorporated in India with a principle place of business at Uniphos House, Madhu Park, 11th Road, Khar (W), Mumbai 400 052, India ("*Buyer*"). Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in that certain Asset Purchase and Sale Agreement dated as of June 2, 2010 by and between Seller and Buyer (the "*APSA*").

WHEREAS, Seller is the owner of the trademarks set forth on Schedule A hereto (the "*Transferred Trademarks*");

WHEREAS, pursuant to the APSA, at the First Closing, Seller has agreed to sell and assign to Buyer, and Buyer has agreed to purchase and accept from Seller, all of Seller's right, title and interest in and to the First Closing Purchased Assets (including, without limitation, the Transferred Trademarks), free and clear of Encumbrances, other than Permitted Encumbrances;

WHEREAS, in connection with the First Closing Contemplated Transactions, Seller desires to assign to Buyer, and Buyer desires to accept from Seller, the Transferred Trademarks; and

WHEREAS, this Assignment is being executed and delivered by the parties pursuant to Section 5.2 of the APSA.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

ARTICLE 1. TRADEMARK ASSIGNMENT

(a) Seller hereby assigns to Buyer, and Buyer hereby accepts from Seller, all of Seller's right, title and interest in and to the Transferred Trademarks; together with all rights and powers arising or accrued therefrom including, without limitation, all common law rights with respect thereto, all rights therein provided by international conventions and treaties, all rights to income, royalties, and license fees deriving therefrom, the right to sue for damages and other remedies in respect of present and future infringement thereof, and the goodwill attached to and/or symbolized thereby.

(b) The parties hereto acknowledge that to the extent required by applicable laws, registration of this Assignment before certain trademark offices shall be necessary to perfect the interest of Buyer in and to certain Transferred Trademarks and, therefore accept that such Transferred Trademarks, together with all rights and powers arising or accrued there from, as indicated above, will be effectively transferred to Buyer upon registration of this Assignment before the trademark offices.

ARTICLE 2. USE OF TRANSFERRED TRADEMARKS

As of the date hereof, except as permitted under the other Transaction Documents, or as otherwise agreed by Buyer in writing, Seller and its Affiliates will permanently cease all use of the Transferred Trademarks and Seller and its Affiliates shall not file new trademark applications for the Transferred Trademarks.

ARTICLE 3. DISPUTE RESOLUTION

(a) Any dispute arising out of or relating to a party's performance or non-performance under this Assignment, or the interpretations, validity or effectiveness of this Assignment, and any other provision of this Assignment, shall be resolved in accordance with Section 9.3 of the APSA, the contents of which are incorporated herein by reference.

(b) This Assignment shall be governed by the substantive laws of the State of Delaware without regard to its conflicts of laws principles, and, except as otherwise provided herein, the Federal courts in the Southern District of New York shall have exclusive jurisdiction over any proceeding seeking to enforce any provision of, or based upon any right arising out of, this Assignment. The parties hereto do hereby irrevocably (i) submit themselves to the personal jurisdiction of such courts, (ii) agree to service of such courts' process upon them with respect to any such proceeding, (iii) waive any objection to venue laid therein and (iv) consent to service of process by registered mail, return receipt requested. The parties acknowledge and agree that the foregoing choice of law and forum provisions are the product of an arms length negotiation between the parties. Buyer hereby appoints its Affiliate, United Phosphorus Inc., as Buyer's agent for service of process in connection with this Agreement. Buyer and Seller acknowledge and agree that the foregoing choice of law and forum provisions are the product of an arms-length negotiation between the parties.

ARTICLE 4. MISCELLANEOUS

(a) This Assignment supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the APSA and the other Transaction Documents) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

(b) If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(c) This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

(d) Neither the making nor the acceptance of this Assignment shall enlarge, restrict or otherwise alter or modify the terms of the APSA or constitute a waiver or release by Buyer or Seller of any liabilities, duties or obligations imposed upon any of them by the terms of the APSA. Seller makes no representations or warranties, express or implied, with respect to any

of the Transferred Trademarks, other than the representations and warranties expressly made by Seller in the APSA.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment as of the date first above written.

UNITED PHOSPHORUS LIMITED

By: M. B. Trivedi

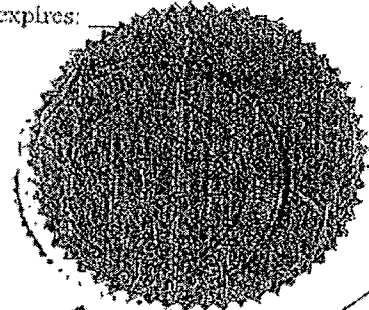
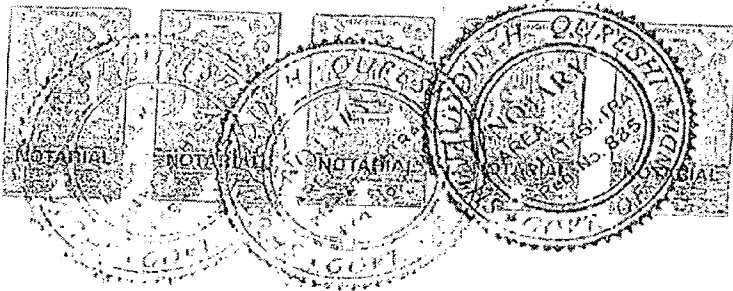
Name: Mukul B. Trivedi

Title: Company Secretary

STATE OF Maharashtra
COUNTY OF INDIA ss.

On this the 31st day of May, 2010, before me appeared M B Trivedi, the person who signed this instrument, who acknowledged that she signed such instrument as her free act and deed.

Notary Public
My commission expires: _____



BEFORE ME
Shujauddin H. Qureshi
SHUJAUDDIN H. QURESHI
NOTARY GOVT. OF INDIA

Trademark Assignment

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment as of the date first above written.

E. I. DU PONT DE NEMOURS AND COMPANY

By: 


Name: James C. Collins, Jr.

Title: President, DuPont Crop Protection

STATE OF DELAWARE
COUNTY OF NEW CASTLE ss.

On this the 28 day of May, 2010, before me appeared James C. Collins, Jr., the person who signed this instrument, who acknowledged that she signed such instrument as her free act and deed.




Notary Public
My commission expires: 9/22/11

Trademark Assignment

TRADEMARK
REEL: 004279 FRAME: 0684

Attachment A

Transferred Trademarks

<i>Trademark</i>	<i>Country</i>	<i>Regn.No</i>	<i>Regn.Dt</i>	<i>Current Status</i>	<i>Renewal</i>
GRIZEB	ECUADOR	7649-00	01/NOV/2000	REGISTRATION	01/NOV/2010
	PERU	63430	18/MAY/2000	RENEWAL	18/MAY/2020
MANEX	BENELUX	677590	14/FEB/2000	RENEWAL	14/FEB/2020
	CANADA	553819	15/NOV/2001	REGISTRATION	15/NOV/2016
	DENMARK	200001273	09/MAR/2000	RENEWAL	09/MAR/2020
	GERMANY	39641220	09/DEC/1996	RENEWAL	30/SEP/2016
	ISRAEL	175110	07/JUN/2006	REGISTRATION	05/OCT/2014
	NEW ZEALAND	733415	01/AUG/2005	REGISTRATION	01/AUG/2015
	UNITED KINGDOM	1536545	24/NOV/1994	RENEWAL	21/MAY/2020
	UNITED STATES OF AMERICA	1837690	31/MAY/1994	RENEWAL	31/MAY/2014
MANEX PLUS	ARGENTINA	1788465	13/APR/2000	RENEWAL	13/APR/2020
	BRAZIL	820409510	06/NOV/2001	REGISTRATION	06/NOV/2011
	EL SALVADOR	220BOOK82	15/OCT/1998	RENEWAL	15/OCT/2018
MANGRIF	SYRIAN ARAB REPUBLIC	97279	17/AUG/2005	REGISTRATION	14/JUN/2015
	TURKEY	2004/32475	06/OCT/2004	REGISTRATION	06/OCT/2014
MANZATE	A.I.P.O.	51210	13/JAN/2005	REGISTRATION	13/JAN/2015
	ARGENTINA	355451	22/SEP/1955	RENEWAL	26/AUG/2016
	AUSTRALIA	727966	18/FEB/1997	RENEWAL	18/FEB/2017
	BANGLADESH	10157	13/JUN/1974	RENEWAL	13/JUN/2011
	BARBADOS	81/20337	17/MAR/2006	REGISTRATION	17/MAR/2016
	BOSNIA-HERZEGOVINA	BAZR96583	27/MAR/2002	REGISTRATION	27/MAR/2012
	BRAZIL	002108763	13/JUN/1958	REGISTRATION	13/JUN/2018
	CAMBODIA (ex-KAMPUCHEA)	31659/09	09/JUN/2009	REGISTRATION	23/FEB/2019
	CANADA	42128/165	25/AUG/1952	RENEWAL	25/AUG/2012
	CHILE	174618	27/MAY/1970	RENEWAL	10/OCT/2010
	CHINA	734383	14/MAR/1995	RENEWAL	14/MAR/2015
		4632331	28/AUG/2008	REGISTRATION	27/AUG/2018
	COLOMBIA	131465	26/DEC/1990	RENEWAL	26/DEC/2015
	COSTA RICA	17732	23/APR/1956	RENEWAL	23/APR/2016
		17732	23/APR/1956	RENEWAL	23/APR/2016

	DOMINICAN REPUBLIC	11344	30/JUN/1980	RENEWAL	30/JUN/2020
	ECUADOR	234/1956	30/JUN/1956	RENEWAL	30/JUN/2016
	EL SALVADOR	180/90	06/OCT/1981	RENEWAL	06/OCT/2011
	EUROPEAN COMMUNITY (TM)	004014205	01/SEP/2004	REGISTRATION	30/SEP/2014
	FIJI	6504	04/NOV/1969	RENEWAL	04/NOV/2011
	GREECE	27292	08/AUG/1961	RENEWAL	08/AUG/2011
	GUATEMALA	12535	22/JAN/1961	RENEWAL	20/JAN/2011
	HONG KONG	596/1979	15/AUG/1978	RENEWAL	15/AUG/2013
	INDIA	172719	16/JAN/1956	RENEWAL	16/JAN/2015
	INDONESIA	136756	31/MAY/1979	RENEWAL	27/JUN/2019
	ITALY	268748	09/MAR/1973	RENEWAL	30/JUN/2011
	JAMAICA	45187	24/DEC/2004	REGISTRATION	23/DEC/2014
	JAPAN	2230697	31/MAY/1990	RENEWAL	31/MAY/2020
	MALAYA (West Mal.)	M/89716	24/FEB/1981	RENEWAL	24/FEB/2012
	MEXICO	81227	21/FEB/1955	RENEWAL	21/FEB/2015
	MONTENEGRO (REPUBLIC OF)	15451	27/MAR/1962	REGISTRATION	27/MAR/2012
	MOROCCO	13225	15/DEC/1955	RENEWAL	15/DEC/2015
	NEW ZEALAND	92008	12/NOV/1969	RENEWAL	12/NOV/2014
	NICARAGUA	8062	24/AUG/1955	RENEWAL	23/AUG/2015
	NIGERIA	79564	02/NOV/2009	REGISTRATION	09/NOV/2011
	PANAMA	25473	19/NOV/1980	RENEWAL	19/NOV/2010
	PARAGUAY	181050	13/OCT/1995	RENEWAL	13/OCT/2015
	PERU	044	22/OCT/1965	RENEWAL	22/OCT/2015
	PHILIPPINES	44975	16/JUN/1989	RENEWAL	16/JUN/2019
	ROUMANIA	64874	25/OCT/2004	REGISTRATION	25/OCT/2014
	SABAH	S/27545	27/FEB/1981	RENEWAL	27/FEB/2012
	SARAWAK	23344	23/JUN/1981	RENEWAL	23/JUN/2012
	SERBIA (ex- Serbia & Montenegro)	15451	27/MAR/1962	RENEWAL	27/MAR/2012
	SOUTH AFRICA	R61/0613	20/NOV/1961	RENEWAL	18/JUL/2015

	SPAIN	2400893	22/OCT/2001	REGISTRATION	16/MAY/2011
	SRI LANKA	45261	03/NOV/1982	RENEWAL	03/NOV/2012
	TAIWAN	42425	01/SEP/1970	RENEWAL	01/SEP/2010
		14882	01/MAR/1963	RENEWAL	01/MAR/2013
	THAILAND	110514	17/NOV/1986	RENEWAL	17/NOV/2016
		39767	15/AUG/1969	RENEWAL	14/AUG/2019
	TRINIDAD AND TOBAGO	35694	05/JAN/2005	REGISTRATION	04/JAN/2015
	TURKEY	61231	24/SEP/1968	RENEWAL	31/AUG/2018
	UNITED STATES OF AMERICA	566726	11/NOV/1952	RENEWAL	11/NOV/2012
	URUGUAY	70155	25/JUL/1957	RENEWAL	13/APR/2019
	VENEZUELA	40510F	04/OCT/1961	RENEWAL	04/OCT/2016
	VIETNAM	7575	22/FEB/1993	RENEWAL	06/AUG/2012