

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
EMD Chemicals Inc.		11/19/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Merck KGaA
Composed Of:	COMPOSED OF Karl-Ludwig Kley (German citizen), Michael Becker (German citizen), Bernd Reckmann (German citizen) and Elmar Schnee (Swiss citizen)
Street Address:	Frankfurter Str. 250
City:	Darmstadt
State/Country:	GERMANY
Postal Code:	64293
Entity Type:	kommanditgesellschaft auf aktien (kgaa): GERMANY

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	0768334	AFFLAIR
Registration Number:	1423491	AQUASTAR
Registration Number:	2078881	AQUASTAR
Registration Number:	1890931	AQUASTAR
Registration Number:	1806703	ASTECH
Registration Number:	1837802	ASTECH
Registration Number:	2389094	BACVECTOR
Registration Number:	1787303	BI-FLAIR
Registration Number:	0968443	BIRON
Registration Number:	2571378	BUGBUSTER
Registration Number:	0967930	CALBIOCHEM
Registration Number:	1310642	CELLULYSIN
Registration Number:	1888121	COLONYFINDER

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Registration Number:	1257233	COLORONA
Registration Number:	1127366	DICHRONA
Registration Number:	1874948	DNASE SHOTGUN
Registration Number:	2170370	DRISOLV
Registration Number:	0802525	DRY-PACK
Registration Number:	2254080	EM RECYCLER
Registration Number:	1899360	FAST FACTS
Registration Number:	2338324	FORM-X
Registration Number:	2674919	GENEJUICE
Registration Number:	0328860	HARLECO
Registration Number:	1719743	HIS TAG
Registration Number:	1726858	HIS-BIND
Registration Number:	1964763	HSV-TAG
Registration Number:	1438815	KELMATE
Registration Number:	2286411	MAGPREP
Registration Number:	0945002	MIBIRON
Registration Number:	1444969	MIDAS
Registration Number:	1008269	NAILSYN
Registration Number:	1636581	NOVAGEN
Registration Number:	1637312	
Registration Number:	1874949	NOVATOPE
Registration Number:	2046680	OMNIPUR
Registration Number:	1182588	OMNISOLV
Registration Number:	2136308	OMNITRACE
Registration Number:	2136309	OMNITRACE
Registration Number:	1130624	PANSORBIN
Registration Number:	1829117	PCITE
Registration Number:	2424371	PELLET PAINT
Registration Number:	2374256	PERFECTLY BLUNT
Registration Number:	1765430	PHAGEMAKER
Registration Number:	2674920	POPCULTURE
Registration Number:	2046548	PROLIFT
Registration Number:	0747784	PRONASE
Registration Number:	1564053	PROTEIN GRADE
Registration Number:	3071376	PROTEOPLEX

Registration Number:	1644933	RED NOVA
Registration Number:	1926210	RONA
Registration Number:	2269872	SPILLSOLV
Registration Number:	0888527	SPUTOLYSIN
Registration Number:	1765429	SURESITE
Registration Number:	1565414	SYSTEMATE
Registration Number:	1337466	T.H.E.
Registration Number:	1217144	THIOLYTE
Registration Number:	0943524	TIMIRON
Registration Number:	1075757	TISSUEBOND
Registration Number:	2452195	TITRISTAR
Registration Number:	1537861	TITRISTAR
Registration Number:	1770923	T7 TAG
Registration Number:	2346469	T7SELECT
Registration Number:	1135381	ULTROL
Registration Number:	1181697	ZWITTERGENT

CORRESPONDENCE DATA

Fax Number: (856)423-3168
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 856-423-6300
Email: jody.sharp@emdchemicals.com
Correspondent Name: Stephen J. Kunst
Address Line 1: 480 South Democrat Road
Address Line 4: Gibbstown, NEW JERSEY 08027

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Stephen J. Kunst
Signature:	/stephen j. kunst/
Date:	12/08/2010

Total Attachments: 6
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TRADEMARK
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TRUSTEE AGREEMENT

BETWEEN THE UNDERSIGNED:

EMD Chemicals Inc.
Gibbstown, N.J.
United States

(Hereinafter designated as TRUSTOR)

AND

Merck KGaA
Darmstadt
Germany

(Hereinafter designated as TRUSTEE)

WHEREAS

TRUSTOR is the owner of the trademarks as listed in Annex 1 to this agreement (hereinafter designated as TRADEMARKS);

TRUSTEE shall take care of maintenance and defence of the TRADEMARKS owned by TRUSTOR;

TRUSTEE and TRUSTOR are companies of the Merck Group;

NOW THEREFORE THE PARTIES HEREBY ENTER INTO THE FOLLOWING AGREEMENT:

1. The parties agree to fiduciary transfer the legal ownership of the TRADEMARKS to TRUSTEE, which will hold the trademark rights in trust for TRUSTOR. TRUSTOR will take responsibility for recording the present transfer to the respective trademark offices. TRUSTOR shall provide TRUSTEE with a copy of the recordal filing receipt within 15 (fifteen) days of the filing date.

2. In accordance with TRUSTOR's instructions or instructions of any third party named by TRUSTOR TRUSTEE undertakes to direct and control the preparation, filing and prosecution of the TRADEMARKS at the expense of TRUSTOR. TRUSTEE agrees to maintain the TRADEMARKS to the extent legally possible unless otherwise instructed by TRUSTOR.

3. TRUSTOR will render any assistance reasonably requested by TRUSTEE in maintaining the registration of the TRADEMARKS.

4. If either PARTY learns of an infringement or threatened infringement by a third party of any TRADEMARK, such PARTY shall promptly notify the other PARTY and shall provide such other PARTY any and all available evidence of such infringement.

5. TRUSTEE shall have the first right, but not the duty, to prosecute any and all infringements of the TRADEMARKS. TRUSTEE may enter into settlements, stipulated judgments or other arrangements respecting any such infringement only after obtaining TRUSTOR's consent or obtaining consent by any third party named by TRUSTOR. TRUSTOR or such third party shall provide all reasonable assistance, which TRUSTEE may require in any proceeding under this section.

6. If TRUSTOR is charged with an infringement or potential infringement of a third party's trademark based upon the use of any TRADEMARK, TRUSTOR shall promptly notify TRUSTEE and shall provide TRUSTEE with available evidence of such potential infringement. TRUSTOR shall provide all reasonable technical assistance, which TRUSTEE may require in any proceeding under this Article.

7. Any award of damages or other recovery from an infringement action pursuant to the subsections above shall be retained by TRUSTOR.

8. TRUSTOR herewith expressly indemnifies TRUSTEE from any product liability claims occurring in connection with any product labelled by the TRADEMARKS.

9. TRUSTEE will not make any representation or do any act which may indicate that it has any right, title or interest in or to the legal ownership or use of the TRADEMARKS except under the terms of this agreement and acknowledges that nothing in this agreement shall give TRUSTEE any right, title or interest in or to the TRADEMARKS save as agreed hereby.

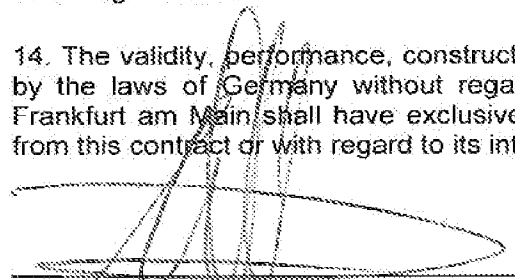
10. All cost occurring in connection with the services provided by TRUSTEE shall be borne by TRUSTOR. TRUSTEE will invoice TRUSTOR for all services on a case by case basis.

11. In case of termination of this agreement TRUSTEE agrees to transfer the fiduciary ownership of the TRADEMARKS to TRUSTOR or any entity named by TRUSTOR.

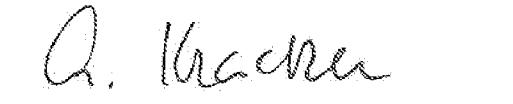
12. This agreement shall terminate by mutual declaration of both parties to terminate the agreement. This agreement shall further terminate if any material change occurs in the management or control of the business of the other party or any material change of shareholders of the other party. Any internal reorganization within the Merck Group and any transfer of shares of TRUSTEE or TRUSTOR within the Merck Group do not constitute a material change of control in the meaning of this section and do not give cause for termination.


13. If any provision of this agreement were to be or to become fully or partly invalid or unenforceable for any reason whatever, or to violate any applicable law, the same shall be considered divisible as to such provision and such provision shall be deemed deleted from, and the remainder hereof shall be valid and binding as if such provision were not included herein. The parties hereto shall then, if necessary, negotiate, for an appropriate amendment of this agreement.

14. The validity, performance, construction, and effects of this agreement shall be governed by the laws of Germany without regards to its conflicts of law principles. The courts of Frankfurt am Main shall have exclusive jurisdiction for the legal disputes, which may arise from this contract or with regard to its interpretation.



TRUSTOR
By: Deon Vos
President & Managing Director
EMD Chemicals Inc.



TRUSTEE Antje Kracker


TRUSTEE Thomas Koller

ANNEX 1 - TRADEMARKS

Trademark	Country/Origin	Registration no.
ASTECH	Argentina	2107247
CALBIOCHEM	Australia	840480
COLORONA	Australia	A 356408
NOVAGEN	Australia	807117
NOVAGEN-LOGO 1	Australia	807903
OMNISOLV	Australia	A 370252
LUSTREPAK	CTM	003718723
NOVAGEN	CTM	000663427
NOVAGEN-LOGO 1	CTM	000662312
ASTECH	Benelux	533523
COLORONA	Benelux	371786
COLORONA	Bolivia	58 489-A
COLORONA	Brazil	810739895
AFFLAIR	Canada	183681
AQUASTAR	Canada	398675
CALBIOCHEM	Canada	LCM418525
HARLECO	Canada	239811
OMNIPUR	Canada	TMA469150
OMNISOLV	Canada	271,869
PANSORBIN	Canada	TMA266295
SENSISTRIP	Canada	TMA499,198
COLORONA	Chile	394358
ASTECH	Colombia	162892
COLORONA	Colombia	112453
ASTECH	Denmark	5772/1993
COLORONA	Denmark	3872/1981
ASTECH	Egypt	87536
ASTECH	Finland	132444
ASTECH	France	93473286
CALBIOCHEM	France	1 702 981
CALBIOCHEM	France	1 444 806
COLORONA	France	1642458
CALBIOCHEM	Germany	1076982
CALBIOCHEM	Germany	2026962
COLORONA	Germany	1038585
PANSORBIN	Germany	1034553
ASTECH-LOGO	Greece	120795
COLORONA	Greece	69024
AFFLAIR	Hong Kong	852/1979
COLORONA	Ireland	102006
NAILSYN	Ireland	89953
RONA	Ireland	97871
TIMIRON	Ireland	89521
ASTECH	Israel	88103
CALBIOCHEM	Italy	610.661
COLORONA	Italy	392869
CALBIOCHEM	Japan	1 526 466
CALBIOCHEM	Japan	1 568 033
COLORONA (with kata)	Japan	1677335
NOVAGEN	Japan	4490156
PT7BLUE	Japan	4 978 038
ASTECH	Mexico	444479
AFFLAIR	New Zealand	124855
ASTECH	New Zealand	228624

ANNEX 1 - TRADEMARKS

Trademark	Country/Origin	Registration no.
ASTECH	Norway	164412
ASTECH	Portugal	292956
ASTECH	South Africa	93/5901
COLORONA	South Africa	81/0668
ASTECH	Spain	1771010
MIBIRON En Industries, Inc.	Spain	923117
ASTECH	Sweden	255767
CALBIOCHEM	Switzerland	392985
NOVAGEN	Switzerland	483612
ASTECH	Taiwan	761229
ASTECH	Thailand	KOR17961
ASTECH	Turkey	155281
CALBIOCHEM	United Kingdom	2237339
COLORONA	United Kingdom	1148184
AFFLAIR	United States	768,334
AQUASTAR	United States	1,423,491
AQUASTAR	United States	2078881
AQUASTAR	United States	1,890,931
ASTECH	United States	1,806,703
ASTECH-LOGO	United States	1,837,802
BACVECTOR	United States	2389094
BI-FLAIR	United States	1,787,303
BIRON	United States	968,443
BUGBUSTER	United States	2571378
CALBIOCHEM	United States	0967930
CELLULYSIN	United States	1310642
COLONYFINDER	United States	1888121
COLORONA	United States	1,257,233
DICHRONA	United States	1,127,366
DNASE SHOTGUN	United States	1874948
DRISOLV	United States	2,170,370
DRY - PACK	United States	802,525
EM RECYCLER	United States	2,254,080
FAST FACTS	United States	1,899,360
FORM-X	United States	2,338,324
GENEJUICE	United States	2674919
HARLECO	United States	328,860
HIS TAG	United States	1719743
HIS-BIND	United States	1726858
HSV-TAG	United States	1964763
KELMATE	United States	1,438,815
MAGPREP	United States	2,286,411
MIBIRON	United States	945,002
MIDAS	United States	1,444,969
NAILSYN	United States	1,008,269
NOVAGEN	United States	1636581
NOVAGEN-LOGO 1	United States	1637312
NOVATOPE	United States	1874949
OMNIPUR	United States	2,046,680
OMNISOLV	United States	1,182,588
OMNITRACE	United States	2,136,308
OMNITRACE-LOGO 1	United States	2,136,309

ANNEX 1 - TRADEMARKS

Trademark	Country/Origin	Registration no.
PANSORBIN	United States	1130624
PCITE	United States	1829117
PELLET PAINT	United States	2424371
PERFECTLY BLUNT	United States	2374256
PHAGEMAKER	United States	1765430
POPCULTURE	United States	2674920
PROLIFT	United States	2,046,548
PRONASE	United States	0747784
PROTEIN GRADE	United States	1564053
PROTEOPLEX	United States	3071376
RED NOVA	United States	1644933
RONA	United States	1,926,210
SPILLSOLV	United States	2,269,872
SPUTOLYSIN	United States	0888527
SURESITE	United States	1765429
SYSTEMATE	United States	1,565,414
T.H.E.-LOGO	United States	1,337,466
THIOLYTE	United States	1217144
TIMIRON	United States	943,524
TISSUE BOND	United States	1,075,757
TITRISTAR	United States	2,452,195
TITRISTAR	United States	1,537,861
T7 TAG-LOGO 1	United States	1770923
T7SELECT	United States	2346469
ULTROL	United States	1135381
ZWITTERGENT	United States	1181697
ASTECH	Venezuela	P-180104
COLORONA	Venezuela	108324-F