

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/01/2006		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Rhodia, Inc.		11/30/2006
			Entity Type
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Rhodia Recherches et Technologies		
Street Address:	52 Rue de la Haie-Coq		
City:	93306 Aubervilliers		
State/Country:	FRANCE		
Entity Type:	societe par actions simplifiee: FRANCE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1724851	MIRACARE
CORRESPONDENCE DATA			
Fax Number:	2129355728		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-935-5700		
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Correspondent Name:	Frank J. Colucci		
Address Line 1:	218 East 50th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	1507-0007 TM MIRACARE		
DOMESTIC REPRESENTATIVE			
Name:	Frank J. Colucci		
Address Line 1:	218 East 50th Street		

OP \$40.00 1724851

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:

Frank J. Colucci

Signature:

/frank j. colucci/

Date:

10/05/2012

Total Attachments: 22

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TECHNOLOGY & TRADEMARKS PURCHASE AGREEMENT

* * *

This TECHNOLOGY & TRADEMARKS PURCHASE AGREEMENT ("Agreement") is made and entered into effective as of 1st January, 2006 ("Effective Date") by and between:

Rhodia INC. a company duly organized and existing under the laws of the State of New Jersey, with its registered office at 8 Cedar Brook Drive, CN 7500, 08512-7500, Cranbury (hereafter, the "SELLER"),

AND,

Rhodia Recherches et Technologies ("RR&T") a *société par actions simplifiée* incorporated and operating under the laws of France with its principal office located at 52 Rue de la Haie Coq 93300 Aubervilliers, registered under number 322 346 669 RCS Bobigny, (hereafter, the "PURCHASER").

Hereafter, the SELLER and PURCHASER are referred to as the "Parties" to this Agreement.

In reference to the following facts:

WHEREAS, the Parties are affiliates of Rhodia, a company duly organized and existing under the laws of France, and are part of the Rhodia Group;

WHEREAS, the Parties entered into a Memorandum of Understanding ("MOU") effective January 2nd, 2006 whereby they agreed in good faith to promptly put in place a new Rhodia Group worldwide Rhodia Research and Development ("R&D") and related engineering and technology licensing policy effective as of the date of effect of the MOU;

WHEREAS, the Parties acknowledge the "Master Agreement Between Rhodia Recherches et Technologies And Rhodia Group Companies" (hereafter the "Master Agreement") whereby the Rhodia Group agreed that RR&T was entrusted with the management of the Rhodia Group's worldwide R&D processes and engineering resources located in research centers or at decentralized laboratories or at engineering departments on industrial production sites or at field marketing locations worldwide;

WHEREAS, RR&T, acting as the Rhodia Group's central R&D management location, is also the LICENSOR and/or sub-licensor for all Rhodia France's Intellectual Property ("IP") and Technology;

WHEREAS, the SELLER is the developer and owner of certain technology, Intellectual Property ("IP") rights and confidential information related to the design,

development and manufacture of Rhodia Products for Rhodia Group's worldwide Novecare Enterprise;

WHEREAS, the PURCHASER wishes to acquire all rights related to such SELLER owned Trademarks and Technology and IP rights (as defined herein) and any related confidential information related to the SELLER's Novecare Research and Development ("R&D") activity;

WHEREAS, the SELLER is willing to transfer to the PURCHASER for an arm's length purchase price all rights to such SELLER owned Home, Personal Care and Industrial Ingredients ("HPCI") Business Unit ("BU") and Phosphorus and Performance Derivatives ("PPD") BU Trademarks as well as Novecare Enterprise developed technology, IP rights and other confidential information in accordance with the terms and conditions of this Agreement;

WHEREAS, the SELLER and the PURCHASER have entered into a license for valuable RR&T technology, IP rights and other confidential information, as well as valuable Trademarks under the Master License Agreement ("MLA") and hence the acquisition of all rights granted to the PURCHASER under this Agreement will be henceforth subject to the contractual understanding (terms and conditions) of the MLA whereby the PURCHASER agrees to include all purchased technology and rights under the MLA and compensate the SELLER's international R&D costs (under the terms and conditions specified in the MLA); and,

WHEREAS, the Parties agree that all IP and know-how related to other Rhodia Enterprises, specifically the Acetow and the Eco Services Enterprises, as well as any IP and know related to the Silcones BU, is expressly excluded from the scope of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Parties hereby agree as follows:

Article 1: Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

- 1.1 "Affiliate" shall mean another entity which directly or indirectly controls, is controlled by, or is under common control with the original entity. The term "Control" means the ownership of at least 50 percent of the share capital and/or of the voting rights.
- 1.2 "Rhodia Group" shall mean Rhodia SA and all of its worldwide affiliates.
- 1.3 "Rhodia France" shall mean RR&T and all other affiliates in France.
- 1.4 "Market Sector" shall mean the technical domain and business expertise of the SELLER related to Novecare (as defined under Rhodia Group's global management organization).

- 1.5 "Products" shall mean the Rhodia Novicare products developed by the SELLER's R&D activity.
- 1.6 "Patents" shall mean all SELLER owned patents, including reissues, divisions, renewals and extensions thereof, including any patents currently in the process of being filed or filed but not yet issued, and any and all rights derived there from and all reissues, divisions, renewals and extensions thereof related to all of the SELLER's patent portfolio, including patents specific to the SELLER's Market Sector and Products as well as miscellaneous patents (excepting the excluded Enterprises and BU). Annex 1 lists the SELLER's patents covered by this Agreement.
- 1.7 "Intellectual Property Rights" or "IP Rights" or "IP" shall mean any and all patents, other proprietary rights (trade secret knowledge), and all applications and registrations thereof, which relate to, are embodied or incorporated in, or are used in conjunction with the Market Sector and Products as well as SELLER owned Novicare-related Trademarks (as listed in Annex 2 to this Agreement). Included within the scope of IP rights are all confidential information and data related to the SELLER's Market Sector and Products.
- 1.8 "SELLER Technology" shall mean and include any and all existing SELLER IP as well as R&D results, knowledge, including trade secret knowledge, documentation relating to processes, services, technical information, and any other information in any format which is useful or necessary for the development, and/or manufacture, and/or marketing of the SELLER's Products, including know-how which was developed based on RR&T's know-how and other technical information, in whatever form, tangible or intangible, in existence as of the Effective Date or arising after the Effective Date while this Agreement is in force, and all updates, enhancements, improvements, and modifications thereto, relating to design, development, manufacture, operation, maintenance and/or repair of any or all the Products.

Article 2: Sale of Technology & Trademarks

- 2.1 SELLER hereby agrees under this Agreement to hereby sell, transfer and assign to the PURCHASER without reservation or exception, and the PURCHASER hereby accepts, purchases, and acquires all of the SELLER's rights, title and interest related to the SELLER's Technology as of the effective date of this Agreement subject to the terms and conditions stated herein, as well as SELLER-owned Trademarks (trade names) listed in Annex 2.
- 2.2 The assignment of the Patents shall be effective on the effective date of this Agreement (the "Effective Date").
- 2.3 As a consequence the PURCHASER shall, as from the Effective Date, be vested with all rights over the Patents previously held by the SELLER.
- 2.4 The PURCHASER shall therefore hold all rights of ownership and use over the Technology (that is IP, including Patents) and shall be entitled to assign them, use them, maintain them or abandon them as it wishes.

- 2.5 In case the PURCHASER wishes to maintain the Patents, it shall pay the annuities as from the Effective Date.
- 2.6 This assignment shall entail the right for the PURCHASER to bring legal claims for Patents infringement in respect of all acts of infringement, whether occurring prior to or after the Effective Date.

Article 3: SELLER's Responsibilities

- 3.1 SELLER commits to provide all necessary information to allow the PURCHASER to carryout its responsibilities as the legal owner of Technology.
- 3.2 As soon as practically possible, but in no event later than thirty (30) days after the date of execution of this Agreement, SELLER shall transfer to PURCHASER all relevant documentation in its possession relating to the IP, including patents (including but not limited to filings, registration certificates, letters with the relevant industrial property institutes, proof of payment of annuities, internal files, etc.).

Article 4: PURCHASER's responsibilities

- 4.1 PURCHASER hereby agrees that it allows SELLER to use all Novecare Market Sector and Product know-how and related IP, including the valuable Rhodia Trademarks (trade names and marks) as well as Novecare-related Trademarks (trade names and related marks) and as long SELLER complies with the terms and conditions of the MLA, separately entered into by the Parties.
- 4.2 The formalities relating to the assignment of the Patents provided for in this Agreement shall be effected with all relevant registers. These formalities shall be effected by the PURCHASER who shall bear all related fees and expenses. The SELLER undertakes to sign all documents, complete all necessary steps, and provide all lawful cooperation in order to allow the PURCHASER to proceed with the registration of this assignment in any register concerned, to perfect the PURCHASER's title in and to the transferred Patents worldwide, and to otherwise carry out and fulfil the purposes and intent of this Agreement.
- 4.3 The registration of this Agreement with the tax administration shall be effected by the PURCHASER who shall pay all registration duties arising there from.

Article 5: Consideration to be paid

- 5.1 In consideration for the sale of the Novecare Technology and Trademarks, PURCHASER will compensate the SELLER the amount as defined at Annex 3.
- 5.2 The PURCHASER agrees that the amount determined in Annex 3 is the entire compensation due for any and all rights sold under this Agreement.

Article 6: General Provisions

- 6.1 Notices: All notices, reports and other communications between the parties shall be sent by registered air mail, postage prepaid and return receipt requested, or by

facsimile with a confirmation sent by registered air mail to the address set forth at the beginning of this Agreement or to such other addresses as the parties may designate by written notice from time to time. Each such notice, report, or other communication shall be effective upon receipt by the sender of confirmation of the delivery, or where no such confirmation is possible, when received.

- 6.2 **Choice of Law and Forum:** This Agreement shall be governed by and construed and enforced in accordance with the laws of France. Any dispute, controversy or claim arising out of, or in connection with this Agreement or the breach, termination or validity thereof, which cannot be resolved by good faith discussions between the Parties shall be submitted to the Tribunal de Grande Instance de Paris..
- 6.3 **Headings:** The subject headings of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any provision of this Agreement.
- 6.4 **Counterparts:** This Agreement may be executed in several duplicates, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 6.5 **Waivers:** The failure by either party to assert any of its rights hereunder, including but not limited to, the right to terminate this Agreement due to a breach or default by the other party hereto, shall not be deemed to constitute a waiver by that party of its rights thereafter to enforce each and every provision of this Agreement in accordance with its terms.
- 6.6 **Relation with the Multi-Creditor Security Agreement:** Notwithstanding anything to the contrary herein contained (i) the SELLER and the PURCHASER acknowledge that under the terms of that certain Multi-Creditor Security Agreement dated July 29, 2005 amongst the SELLER, other Grantor parties thereto, and Wilmington Trust Company, as Collateral Agent (the "MCSA"), the SELLER has granted a first priority lien (the "MCSA Lien") to the Collateral Agent (as defined in the MCSA) in Trade Secrets Collateral (as that term is defined in the MCSA, excerpted below) in relation to the operation and use of certain plants and equipment located on, or related to, the plant sites listed below (the "MCSA Collateral"), (ii) the SELLER and the PURCHASER hereby agree that to the extent any intellectual property rights which are being sold, assigned or otherwise transferred hereunder by SELLER to PURCHASER constitute MCSA Collateral ("Overlap IP"), such Overlap IP is sold, assigned or otherwise transferred hereunder subject to the MCSA Lien, (iii) SELLER and PURCHASER hereby agree that the Overlap IP will remain subject to the MCSA Lien at all times unless the MCSA Lien is released in accordance with all relevant provisions of the MCSA and the Credit Agreement (as defined in the MCSA), (iv) each of SELLER and PURCHASER agrees that it will, from time to time and at its own expense, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Collateral Agent may reasonably request, in order to perfect, preserve and protect the Collateral Agent's security interest in the Overlap IP or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Overlap IP in all relevant jurisdictions, (v) the SELLER hereby represents for the benefit of the Collateral Agent that the MCSA Lien in the Collateral (as defined in the MCSA)

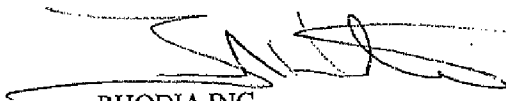
continues in full force and effect and remains perfected in accordance with the terms of the MCSA and the Credit Agreement, (vi) the SELLER in its capacity as *stipulant* stipulates and the PURCHASER in its capacity as *promettant* promises to the benefit of the Collateral Agent and each other Secured Party (as defined in the MCSA) as beneficiaries that the Collateral Agent and each other Secured Party (as defined in the MCSA) shall be entitled, in accordance with articles 1121 and 1122 of the French Civil Code to rely on all the terms of this Section. Each of the Collateral Agent and other Secured Party (as defined in the MCSA) shall accept such *stipulation pour autrui* and the SELLER will inform the PURCHASER of the identity of the Collateral Agent and each other Secured Party (as defined in the MCSA) from time to time.

"Trade Secrets Collateral" – means to the extent now or hereafter owned or assignable by [SELLER], all common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of [SELLER] (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

Plant Sites: Dominguez, CA; Martinez, CA; Winder, GA; Hammond, IN; Baton Rouge, LA; Blue Island, IL; Charleston, SC; Spartanburg, SC; Baytown, TX; Freeport, TX; Houston, TX; Portland, OR; Rock Hill, SC; Vernon, TX; Marcus Hook, PA; Chicago Heights, IL

- 6.7 Entire Agreements and Amendments: This Agreement constitutes the entire agreement between the parties and supersede all prior agreements, understandings and communications between the parties with respect to the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless in writing and executed by the duly authorized representative of each of the parties.

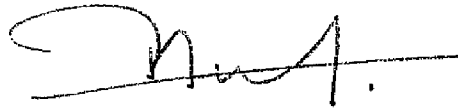
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written, in two (2) originals.



RHODIA INC.
Represented by

James HARTON
Director


Duly authorized



RHODIA RECHERCHES ET TECHNOLOGIES
Represented by

Paul-Joël DERIAN
President

Duly authorized

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Annex 2

List of SELLER'S Trademarks Covered by This Agreement

* * *

Trademark name	Country [W]	Filing date	Filing number	First registration date	First registration number
ABEX	ITALY	19/MAR/1982	82-40084	14/FEV/1986	403399
ABEX	JAPAN	17/SEP/2003	2003 80504	10/FEV/2005	4838296
ABEX	UNITED KINGDOM	20/FEV/1962	831047	20/FEV/1983	A831047
ABEX	SOUTH AFRICA	05/JUL/1993	93/5616	24/MAR/1995	93/5616
ABEX	FRANCE	15/JAN/1993	93/450881	15/JAN/1993	93450881
ABEX	NEW ZEALAND	05/JUL/1993	228258	15/JAN/1993	228258
ABEX	AUSTRALIA	06/JUL/1993	606315	19/SEP/1994	A606315
ABEX	CHINA	14/JUL/1993	93056816	28/JAN/1995	726907
ABEX	SOUTH KOREA / REPUBLIC OF KOREA	15/JUL/1993	93-24744	11/OCT/1994	299885
ABEX	CHILE	14/JUL/1993	246141	04/AVR/1994	424608
ABEX	HONG KONG	02/DEC/1993	12933/93	02/DEC/1993	4996/95
ABEX	UNITED STATES OF AMERICA	10/NOV/1988	73-756767	16/JAN/1990	1577179
ABEX	CANADA			19/JUN/1979	136293
ABEX	VENEZUELA	18/FEV/1994	2066/94	31/OCT/1996	2066-1994
ABEX	VIETNAM	06/JUL/1996	NH0074/96	20/AOU/1997	24882
ABEX	PAKISTAN	22/AVR/1993	120066	16/JUL/1997	120066
ABEX	COLOMBIA	30/JUN/1993	93394002	22/MAR/1994	152427
ABEX	SWITZERLAND	12/JUL/1993	8864/1993.5	06/DEC/1994	413086
ABEX	IRELAND	09/JUL/1993	93/3046	15/JAN/1993	156755
ABEX	AUSTRIA	08/JUL/1993	AM 3211/93	25/JAN/1994	150921
ABEX	THAILAND	15/JUL/1993	248373	15/JUL/1993	Kor23666
ABEX	BENELUX	09/JUL/1993	800178	09/JUL/1993	536465
ABEX	GERMANY	09/JUL/1993	R 54202/1 WZ	05/SEP/1996	2101603
ABEX	TAIWAN	07/AVR/1993	82014711	01/MAR/1994	634004
ABEX	SPAIN	13/JUL/1993	1772083	05/MAR/1996	1772083
ABEX	PHILIPPINES	25/JUN/1993	86538	20/JUN/1995	60833
ABEX	PORTUGAL	14/JUL/1993	293352	24/NOV/1994	293352
ABEX	SINGAPORE	19/FEV/1993	1204/93	19/FEV/1993	1204/93
ABEX	GREECE	12/JUL/1993	115027	17/MAR/1996	115027
ABEX	DENMARK	13/JUL/1993	4527/93	25/AOU/1995	5505/95
ABEX	NORWAY	08/JUL/1993	933287	14/SEP/1995	169454
ABEX	SWEDEN	09/JUL/1993	93-6359	29/AVR/1994	257727
ABEX	FINLAND	08/JUL/1993	3049/93	20/JUL/1994	132983
ABEX	ICELAND	09/JUL/1993	570/1993	28/DEC/1993	966/1993
ABEX	MEXICO	15/JUL/1993	173071	04/OCT/1994	475894
ABEX	ARGENTINA	13/JUL/1993	1885345	17/JAN/1996	1588674
ABEX	INDONESIA	06/JUL/1993	4780	14/OCT/1994	313352
ABEX	BRAZIL	20/JUL/1993	817367799	13/AOU/1996	817367799
ABEX	INDIA	22/FEV/1993	591324	22/FEV/1993	591324

Trademark name	Country [W]	Filing date	Filing number	First registration date	First registration number
ABEX	ITALY	12/JUL/1993	TO93C001310	11/DEC/1995	664773
ABEX	MALAYSIA	15/JUL/1993	93/05021	15/JUL/1993	93/05021
ABEX	SRI LANKA	16/JUL/1993	67401	30/AOU/1995	67401
AgRHO	AUSTRALIA	01/NOV/2000	855693	27/AOU/2001	855693
ALCOCARE	UNITED STATES OF AMERICA	11/OCT/1988		27/MAR/1990	1588427
ALCODET	CHINA	19/DEC/1995	950160274	08/JUN/1997	1038242
ALCODET	VIETNAM	06/JUL/1996	29 600	06/JUL/1996	24 878
ALCODET	HONG KONG	01/AOU/1995	9521/95	12/NOV/1996	10280/96
ALCODET	CANADA	08/MAR/1989	627073	05/NOV/1993	419057
ALCODET	UNITED STATES OF AMERICA	02/MAR/1989		27/MAR/1990	1588436
ALCODET	EUROPEAN UNION	20/SEP/2005	004655460		
ALKAFLOC	UNITED STATES OF AMERICA	20/AVR/1987	656488	24/NOV/1987	1466085
ALKAMIDE	HONG KONG	17/AVR/1996	4427/96	14/AVR/1997	04315/97
ALKAMIDE	NEW ZEALAND	14/JUL/1993	228518	26/JAN/1993	228518
ALKAMIDE	FRANCE	26/JAN/1993	93/452241	26/JAN/1993	93452241
ALKAMIDE	UNITED STATES OF AMERICA	04/AVR/1980	256704	10/OCT/1982	1212037
ALKAMIDE	THAILAND	15/JUL/1993	248371	27/OCT/1994	Kor16587
ALKAMIDE	HONG KONG	02/DEC/1993	12938/93	02/DEC/1993	6328/96
ALKAMIDE	VIETNAM	06/JUL/1996	NH0073/96	20/AOU/1997	24881
ALKAMIDE	PHILIPPINES	02/AOU/1993	87209	05/FEV/1996	62379
ALKAMIDE	MEXICO	29/AVR/1998	330993	26/JUN/1998	479412
ALKAMIDE	TAIWAN	07/AVR/1993	82014710	01/MAR/1994	634060
ALKAMIDE	CHINA	24/JUL/1993	93060510	21/JAN/1995	725701
ALKAMIDE	JAPAN	20/JUL/1993	76441/93	31/JUL/1996	3177541
ALKAMIDE	SOUTH KOREA / REPUBLIC OF KOREA	14/JUL/1993	93-24538	09/DEC/1994	303633
ALKAMIDE	AUSTRALIA	14/JUL/1993	606860	17/OCT/1994	A 606860
ALKAMIDE	SINGAPORE	19/FEV/1993	1202/93	19/FEV/1993	1202/93
ALKAMIDE	MALAYSIA	21/JUL/1993	93/05196	21/JUL/1993	93/05196
ALKAMIDE	INDONESIA	24/AOU/1993	01.01.5850	10/NOV/1994	316292
ALKAMULS	AUSTRIA	24/MAI/1993	AM 2427/93	03/AOU/1993	148517
ALKAMULS	IRELAND	19/MAI/1993	93/2106	07/DEC/1992	155676
ALKAMULS	INDIA	22/FEV/1993	591321	22/FEV/1993	591321
ALKAMULS	SWITZERLAND	13/MAI/1993	7262/1993,5	13/MAI/1993	412134
ALKAMULS	SWEDEN	18/MAI/1993	93-4700	18/FEV/1994	255496
ALKAMULS	NORWAY	14/MAI/1993	932338	11/JAN/1996	170641
ALKAMULS	SOUTH KOREA / REPUBLIC OF KOREA	20/FEV/1993	93-5280	08/FEV/1994	284825
ALKAMULS	SINGAPORE	19/FEV/1993	1203/93	19/FEV/1993	1203/93
ALKAMULS	COLOMBIA	04/FEV/1993	374899	26/AVR/1994	158602
ALKAMULS	AUSTRALIA	18/MAI/1993	602587	21/SEP/1994	A602587
ALKAMULS	PORTUGAL	26/MAI/1993	292128	10/AOU/1994	292128
ALKAMULS	SOUTH AFRICA	14/MAI/1993	93/3918	14/MAI/1993	93/3918
ALKAMULS	JAPAN	20/MAI/1993	50342/93	26/DEC/1995	3103935
ALKAMULS	FINLAND	21/MAI/1993	2303/93	05/MAI/1994	132015
ALKAMULS	BENELUX	28/MAI/1993	798171	28/MAI/1993	534379
ALKAMULS	DENMARK	25/MAI/1993	3384/93	25/FEV/1994	1251/94
ALKAMULS	FRANCE	07/DEC/1992	92/444931	07/DEC/1992	92444931
ALKAMULS	PHILIPPINES	21/JUN/1993	86439	20/JUN/1995	60960

Trademark name	Country [W]	Filing date	Filing number	First registration date	First registration number
ALKAMULS	HONG KONG	02/DEC/1993	12937/93	02/DEC/1993	5935/95
ALKAMULS	THAILAND	15/JUL/1993	248372	15/JUL/1993	Kor20309
ALKAMULS	UNITED STATES OF AMERICA	04/AVR/1980	256649	29/SEP/1981	1170804
ALKAMULS	ICELAND	18/MAI/1993	392/1993	17/SEP/1993	743/1993
ALKAMULS	TAIWAN	07/AVR/1993	82014709	01/MAR/1994	634003
ALKAMULS	CHILE	17/FEV/1993	232427	29/SEP/1993	413573
ALKAMULS	MEXICO	19/MAR/1993	163449	12/JUL/1994	466231
ALKAMULS	GREECE	03/JUN/1993	114509	19/DEC/1995	114509
ALKAMULS	VIETNAM	06/JUL/1996	29604	20/AOU/1997	24880
ALKAMULS	NEW ZEALAND	17/MAI/1993	226986	07/DEC/1992	226986
ALKAMULS	UNITED KINGDOM	04/JUN/1993	1537702	04/JUN/1993	A 1537702
ALKAMULS	PAKISTAN	22/AVR/1993	120065	06/MAI/1997	120065
ALKAMULS	CHINA	14/JUN/1993	93046637	27/DEC/1994	721966
ALKAMULS	GERMANY	18/MAI/1993	R 53965/1	11/JAN/1996	2099303
ALKAMULS	SPAIN	27/MAI/1993	1763869	04/FEV/1994	1763869
ALKAMULS	ITALY	25/MAI/1993	TO93C000965	30/NOV/1995	664453
ALKAMULS	ARGENTINA	16/FEV/1993	1870916	16/NOV/1999	1762058
ALKAMULS	MALAYSIA	02/JUN/1993	93/03856	02/JUN/1993	93/03856
ALKAMULS	INDONESIA	27/MAI/1993	2580	14/OCT/1994	313351
ALKAMULS	SRI LANKA	03/JUN/1993	66915	24/JUN/1995	66915
ALKAMULS	VENEZUELA	24/MAI/1993	9167-93	02/NOV/1999	P230973
ALKAPAM	UNITED STATES OF AMERICA	20/AVR/1987	656298	17/NOV/1987	1465091
ALKAPOL	UNITED STATES OF AMERICA	20/AVR/1987	656362	29/DEC/1987	1470302
ALKASPERSE	UNITED STATES OF AMERICA	22/AVR/2004	78/406.630	26/AVR/2005	2944023
ANTAROX	AUSTRALIA			09/SEP/1991	A242152
ANTAROX	AUSTRALIA			09/SEP/1991	A242154
ANTAROX	CANADA			15/OCT/1993	UCA 30736
ANTAROX	UNITED STATES OF AMERICA	14/MAI/1948		28/DEC/1988	505310
ANTAROX	TAIWAN	26/SEP/1996	85048985	16/OCT/1997	779689
ANTAROX	TAIWAN	26/SEP/1996	85048984	16/MAI/1998	802545
ANTAROX	PAKISTAN	21/NOV/1995	132971	11/OCT/1997	132971
ANTAROX	BOLIVIA	29/OCT/1991	55788	24/NOV/1992	C 54066 4-1997-
ANTAROX	PHILIPPINES	20/FEV/1997	118095	04/AVR/2002	118095
ANTAROX	CHINA	19/DEC/1995	950160276	07/AOU/1997	1071349
ANTAROX	CHINA	19/DEC/1995	950160275	14/JUL/1997	1050144
ANTAROX	PAKISTAN	21/NOV/1995	132973	25/FEV/2000	132973
ANTAROX	NEW ZEALAND	15/MAI/1979	128060	15/MAI/1979	128060
ANTAROX	BOLIVIA	29/OCT/1991	55787	24/NOV/1992	C 54065
ANTAROX	HONG KONG	01/AOU/1995	9523/95	26/JAN/1998	964/98
ANTAROX	HONG KONG	01/AOU/1995	9522/95	26/JAN/1998	963/98 4-1997-
ANTAROX	PHILIPPINES	20/FEV/1997	118096	01/JUL/2005	118096
ANTAROX	VIETNAM	06/JUL/1996	29601	28/JAN/2003	44992
ANTAROX	JAPAN			29/NOV/1994	1733631
ANTAROX	ECUADOR	27/DEC/1991	29422	16/MAR/1993	303-93
ANTAROX	FRANCE	26/JUN/1997	97/684443	26/JUN/1997	97684443
ANTAROX	NEW ZEALAND	11/SEP/1995	253426	11/AOU/1995	253426
ANTAROX	SOUTH KOREA / REPUBLIC OF	14/DEC/1995	95-47606	24/SEP/1997	375606

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	KOREA				
ANTAROX	JAPAN	20/SEP/1995	07-096780	09/OCT/1997	3351374
ANTAROX	JAPAN	20/SEP/1995	07-096779	23/MAY/1997	4002779
ANTAROX	NORWAY			29/MAY/1991	41473
ANTAROX	MEXICO			11/JUL/1989	62725
ANTAROX	IRAN (ISLAMIC REPUBLIC)			18/AOU/1991	8516
ANTAROX	ISRAEL			11/AOU/1984	10356
ANTAROX	ISRAEL			11/AOU/1984	10357
ANTAROX	GREECE			01/JUN/1991	17491
ANTAROX	UNITED KINGDOM			14/OCT/1983	673542
ANTAROX	UNITED KINGDOM			14/OCT/1983	673541
ANTAROX	THAILAND	26/AOU/1996	315802	18/JAN/2000	KOR105545
ANTAROX	TURKEY	20/SEP/1949	5322/49	20/SEP/1989	113293
ANTAROX	SWEDEN			31/MAR/1990	68015
ANTAROX	PORTUGAL			19/OCT/1990	162532
ANTAROX	PORTUGAL			08/JUL/1990	162533
ANTAROX	SPAIN	28/DEC/1949	231772	28/DEC/1973	231772
ANTAROX	SPAIN			31/DEC/1991	231771
ANTAROX	DENMARK			29/MAY/1994	729/1954
ANTAROX	GERMANY			02/OCT/1990	657483
ANTAROX	GERMANY			02/OCT/1990	665991
ANTAROX	CHILE			16/AOU/1990	358505
ANTAROX	SWITZERLAND			29/MAR/1982	317583
ANTAROX	MEXICO			11/JUL/1989	62725
ANTAROX	MEXICO			11/JUL/1989	62725
ANTAROX	MEXICO			11/JUL/1989	62725
ANTAROX	MEXICO			11/JUL/1989	62725
ANTAROX	MEXICO			11/JUL/1989	62725
ANTAROX	MEXICO			11/JUL/1989	62725
ANTAROX	FINLAND	24/NOV/1998	T199803843	31/AOU/1999	215301
ANTAROX	IRELAND	24/NOV/1998	98/4562	30/MAY/2000	211029
ANTAROX	INDIA	22/SEP/1995	681204	22/SEP/1995	681204
ANTAROX	BENELUX			19/MAR/1988	16676
ANTAROX	AUSTRALIA			04/MAY/1991	A98683
ANTAROX	AUSTRALIA			04/MAY/1991	A98687
ANTAROX	AUSTRIA			13/AOU/1992	48521
ANTAROX	ARGENTINA			30/AVR/1993	1437853
ANTAROX	ARGENTINA			30/AVR/1993	1437847
ANTAROX	SINGAPORE	18/SEP/1995	8871/95	18/SEP/1995	8871/95
ANTAROX	THAILAND	26/AOU/1996	315803	24/SEP/1997	KOR63434
ANTAROX	UNITED STATES OF AMERICA	03/AOU/1948		10/JAN/1990	519726
ANTAROX	BRAZIL	28/NOV/2005	827951701		
ANTAROX	URUGUAY			13/AVR/1989	224249
ANTAROX	VENEZUELA			31/JUL/1980	23072
ANTAROX	SOUTH AFRICA			12/MAY/1987	49/1061
ANTAROX	SRI LANKA	15/FEV/1996	77655		
ANTAROX	SRI LANKA	01/DEC/1995	76710	01/DEC/1995	76710

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ANTAROX	MALAYSIA	18/OCT/1995	95/11091		
ANTAROX	INDIA	22/SEP/1995	681203	22/SEP/1995	681203
ANTAROX	MALAYSIA	18/OCT/1995	95/11088		
ANTAROX	ITALY			15/OCT/1988	543293
ANTAROX	INDONESIA			31/OCT/1984	187589
ANTAROX	EGYPT			23/AVR/1982	39520
ANTAROX	EGYPT			23/AVR/1982	39519
ANTAROX	COLOMBIA			12/MAI/1985	26824
ANTAROX	INDONESIA			31/OCT/1984	187589
ANTAROX	SOUTH AFRICA			12/MAI/1987	49/1062
AQUA-TEK	CHINA	31/OCT/2002	3353614	14/JUN/2004	3353614
BIOPAL	UNITED STATES OF AMERICA	16/JUL/1946		23/AOU/1989	513954
DERMALCARE	UNITED STATES OF AMERICA	04/AVR/2006	78/853846		
DERMALCARE	UNITED STATES OF AMERICA	11/OCT/1988		06/FEV/1990	1580900
DERMALCARE	CANADA	12/OCT/1988	616983	15/OCT/1993	418013
DERMALCARE	VIETNAM	06/JUL/1996	29602	06/JUL/1996	28536
DERMALCARE	TAIWAN	28/SEP/1996	85048988	16/JAN/1998	791985
DERMALCARE	MEXICO	17/MAR/1998	326173	18/MAI/1998	576639
DERMALCARE MAP	CHINA	25/NOV/2002	3381213	21/SEP/2004	3381213
EMULPHOR	UNITED STATES OF AMERICA	09/JAN/1929		30/JUL/1989	259507
FOAMEX	UNITED STATES OF AMERICA	20/MAR/1998	75/454040	14/DEC/1999	2299467
FOAMGARD	UNITED STATES OF AMERICA	29/JUN/1981	73-316748	01/FEV/1983	1225643
HI-CARE	UNITED STATES OF AMERICA	29/JUL/1988		06/JUN/1989	1542142
IGEPAL	AUSTRALIA	18/MAI/1993	602590	03/AOU/1994	A602590
IGEPAL	GREECE	03/JUN/1993	114510	19/DEC/1995	114510
IGEPAL	PHILIPPINES	21/JUN/1993	86438	20/JUN/1995	60837
IGEPAL	NORWAY	14/MAI/1993	932337	19/FEV/1998	188431
IGEPAL	NEW ZEALAND	17/MAI/1993	226987	07/DEC/1992	226987
IGEPAL	VIETNAM	06/JUL/1996	NH0071/96	20/AOU/1997	24879
IGEPAL	MEXICO	19/MAR/1993	163451	12/JUL/1994	466232
IGEPAL	INDIA	22/FEV/1993	591322	15/DEC/2000	591322
IGEPAL	HONG KONG	02/DEC/1993	12936/93	02/DEC/1993	9917/95
IGEPAL	BENELUX	21/AVR/1993	796565	21/AVR/1993	533033
IGEPAL	AUSTRIA	21/AVR/1993	AM 1906/93	01/JUL/1993	148000 -
IGEPAL	SWITZERLAND	19/AVR/1993	6455/1993.0	27/SEP/1994	411893
IGEPAL	ICELAND	17/MAI/1993	386/1993	17/SEP/1993	740/1993
IGEPAL	SOUTH AFRICA	14/MAI/1993	93/3919	11/AVR/1995	93/3919
IGEPAL	SOUTH KOREA / REPUBLIC OF KOREA	20/FEV/1993	93-5281	08/FEV/1994	284826
IGEPAL	FRANCE	07/DEC/1992	92/444932	07/DEC/1992	92444932
IGEPAL	TAIWAN	07/AVR/1993	82014708	01/MAR/1994	634002
IGEPAL	SWEDEN	20/OCT/1993	93-9886	17/JUN/1994	259028
IGEPAL	SINGAPORE	19/FEV/1993	1205/93	19/FEV/1993	1205/93
IGEPAL	COLOMBIA	03/FEV/1993	374728	26/AVR/1994	163845
IGEPAL	JAPAN	03/JUN/1993	55057/93	26/DEC/1995	3103945
IGEPAL	IRELAND	13/MAI/1993	93/2023	07/DEC/1992	154807
IGEPAL	FINLAND	13/MAI/1993	2174/93	05/JAN/1995	135891
IGEPAL	DENMARK	14/MAI/1993	3158/93	27/JAN/1995	VR 1995

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IGEPAL	SPAIN	24/MAI/1993	1763189	05/AVR/1995	1763189
IGEPAL	PORTUGAL	26/MAI/1993	292127	10/AOU/1994	292127
IGEPAL	GERMANY	21/AVR/1993	R 53854/1 WZ	05/DEC/1995	2099404
IGEPAL	UNITED STATES OF AMERICA	23/SEP/1997	355370		
IGEPAL	CHILE	17/FEV/1993	232425	29/SEP/1993	413572
IGEPAL	PAKISTAN	22/AVR/1993	120068	06/MAI/1997	120068
IGEPAL	UNITED KINGDOM	04/JUN/1993	1537704	04/JUN/1993	A 1537704
IGEPAL	CHINA	14/JUN/1993	93046638	27/DEC/1994	721967
IGEPAL	ARGENTINA	16/FEV/1993	1870915	31/JAN/1994	1502047
IGEPAL	THAILAND	15/JUL/1993	248374	15/JUL/1993	KOR15103
IGEPAL	ITALY	20/MAI/1993	TO93C000931	20/NOV/1995	664426
IGEPAL	VENEZUELA	24/MAI/1993	9166-93	02/NOV/1999	P230972
IGEPAL	INDONESIA	27/MAI/1993	2576	26/SEP/1994	312313
IGEPAL	SRI LANKA	28/MAI/1993	66832	07/DEC/1992	66832
IGEPAL	MALAYSIA	02/JUN/1993	93/03857	02/JUN/1993	93/03857
IGEPAL	BRAZIL	30/AVR/1993	817191259	11/JUL/1995	817191259
INKMASTER	CANADA	02/SEP/1993	737531	12/FEV/1998	489858
JAGUAR	FRANCE	16/FEV/1987	510121	16/FEV/1987	510121
JAGUAR	HUNGARY	08/FEV/1963	265571	08/FEV/1983	R265571
JAGUAR	ITALY	08/FEV/1963	265571	08/FEV/1983	R265571
JAGUAR	ITALY	16/FEV/1987	510121	16/FEV/1987	510121
JAGUAR	MOROCCO	08/FEV/1963	265571	08/FEV/1983	R265571
JAGUAR	FRANCE	08/FEV/1963	265571	08/FEV/1983	R265571
JAGUAR	AUSTRIA	08/FEV/1963	265571	08/FEV/1983	R265571
JAGUAR	SPAIN	08/FEV/1963	265571	08/FEV/1983	R265571
JAGUAR	CZECH REPUBLIC	08/FEV/1963	265571	08/FEV/1983	R265571
JAGUAR	GERMANY	16/FEV/1987	510121	16/FEV/1987	510121
JAGUAR	BENELUX	16/FEV/1987	510121	16/FEV/1987	510121
JAGUAR	AUSTRIA	16/FEV/1987	510121	16/FEV/1987	510121
JAGUAR	SERBIE & MONTENEGRO	08/FEV/1963	265571	08/FEV/1983	R265571
JAGUAR	SLOVAKIA	08/FEV/1963	265571	08/FEV/1983	R265571
JAGUAR	ROMANIA	08/FEV/1963	265571	08/FEV/1983	R265571
JAGUAR	BENELUX	08/FEV/1963	265571	08/FEV/1983	R265571
JAGUAR	GERMANY	08/FEV/1963	265571	08/FEV/1983	R265571
JAGUAR	SPAIN	16/FEV/1987	510121	16/FEV/1987	510121
JAGUAR	PORTUGAL	08/FEV/1963	265571	08/FEV/1983	R265571
JAGUAR	PORTUGAL	16/FEV/1987	510121	16/FEV/1987	510121
JAGUAR	SWITZERLAND			11/NOV/1986	351304
JAGUAR	SOUTH KOREA / REPUBLIC OF KOREA	18/SEP/1995	95-35582	19/DEC/1997	387170
JAGUAR	VIETNAM	06/JUL/1996	NH0076/96	20/AOU/1997	24884
JAGUAR	NORWAY			09/AVR/1994	63734
JAGUAR	SOUTH AFRICA			16/FEV/1988	78/0794
JAGUAR	SOUTH AFRICA			07/MAR/1986	66/0826
JAGUAR	IRELAND			15/JAN/1992	66774
JAGUAR	MALAYSIA	18/OCT/1995	95/11075	26/FEV/1998	052699
JAGUAR	DENMARK			12/SEP/1984	2900/64

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JAGUAR	HONG KONG	31/JUL/1995	9363/95	09/JAN/1997	00272/97
JAGUAR	AUSTRALIA			02/JUN/1987	A346776
JAGUAR	AUSTRALIA			07/OCT/1984	A312007
JAGUAR	PAKISTAN	30/NOV/1995	133120	19/AOU/1999	133120
JAGUAR	NEW ZEALAND	11/SEP/1995	253392	11/SEP/1995	253392 4-1998-
JAGUAR	PHILIPPINES	02/FEV/1998	4-1998-00689	18/JAN/2004	000689
JAGUAR	INTERNATIONAL PROCEDURE	08/FEV/1963	265571	08/FEV/1983	265571
JAGUAR	CHINA	01/NOV/1995	950137023	07/JUN/1997	1020030
JAGUAR	JAPAN	08/NOV/1995	07-116074	09/OCT/1997	3351393
JAGUAR	INDIA			05/AVR/1989	201635
JAGUAR	LIBERIA			08/AVR/1983	8483/2958
JAGUAR	CANADA			28/AVR/1984	N.S.190/48361
JAGUAR	UNITED STATES OF AMERICA	31/MAR/1995	74/657284	26/MAR/1996	1964108
JAGUAR	SINGAPORE	18/SEP/1995	8876/95	18/SEP/1995	8876/95
JAGUAR	THAILAND	16/JAN/1996	300774	16/JAN/1996	KOR55060
JAGUAR	INTERNATIONAL PROCEDURE	16/FEV/1987	510121	16/FEV/1987	510121
JAGUAR	SWEDEN			26/AVR/1985	195992
JAGUAR	ISRAEL			02/FEV/1990	55692
JAGUAR	GREECE			31/DEC/1993	31034
JAGUAR	UNITED KINGDOM			02/DEC/1984	857315
JAGUAR	BRAZIL	10/FEV/2003	825269415		
JAGUAR	TRANSKEI			07/MAR/1986	66/0826
JAGUAR	SRI LANKA	01/DEC/1995	76702	15/DEC/1997	76702
JAGUAR	INDONESIA	13/SEP/1995	D95 16509	30/JUL/1996	364013
JAGUAR & Design	FINLAND			22/AVR/1985	44447
LUBRHOPHOS	ISRAEL	13/AOU/2001	151489	03/SEP/2002	151489
LUBRHOPHOS	EUROPEAN UNION	20/SEP/2005	004657862	31/OCT/2006	004657862
LUBRHOPHOS	UNITED STATES OF AMERICA	13/JAN/1992	74/237247	04/JAN/1994	1815317
LUBRHOPHOS	CHINA	16/DEC/1993	93122505	28/JUN/1995	752714
LUBRHOPHOS	TAIWAN	08/MAR/1997	85048986	01/FEV/1998	794105
LUBRHOPHOS	CANADA	30/MAR/1993	725721	24/FEV/1995	439778
LUBRHOPHOS	HONG KONG	29/NOV/1993	12812/93	29/NOV/1993	03439/95
LUBRHOPHOS	SOUTH KOREA / REPUBLIC OF KOREA	14/DEC/1995	95-47605	24/SEP/1997	375605
LUBRHOPHOS	JAPAN	20/SEP/1995	07-096778	09/OCT/1997	3351373
LUDIGOL	UNITED STATES OF AMERICA	17/MAR/1997	75/258644	24/FEV/1998	2139033
MIRACARE	BENELUX	09/FEV/1993	74989	09/FEV/1993	528262
MIRACARE	PHILIPPINES	17/NOV/1993	89352	29/MAR/1995	60361
MIRACARE	CANADA	14/DEC/1992	718932	15/AVR/1994	426289
MIRACARE	SWEDEN	11/FEV/1993	93-1219	19/NOV/1993	253480
MIRACARE	MALAYSIA	15/AVR/1993	93/02434	15/AVR/1993	93/02434
MIRACARE	AUSTRIA	10/FEV/1993	AM 585/93	11/MAR/1993	147160
MIRACARE	FINLAND	11/FEV/1993	594/93	20/JAN/1994	130300
MIRACARE	IRELAND	10/FEV/1993	93/0521	10/FEV/1993	154754
MIRACARE	NORWAY	11/FEV/1993	930672	07/AVR/1994	162108
MIRACARE	SPAIN	17/FEV/1993	1745110	22/NOV/1993	1745110
MIRACARE	VIETNAM	06/JUL/1996	NH0079/96	20/AOU/1997	24886

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MIRACARE	JORDAN	29/DEC/1996	43928	29/DEC/1996	43928
MIRACARE	ISRAEL	18/DEC/1996	109306	03/MAR/1998	109306
MIRACARE	EGYPT	18/JAN/1997	104851	18/JUN/2001	104851
MIRACARE	ESTONIA	31/JUL/1996	9601611	28/AOU/1998	26395
MIRACARE	LATVIA	29/JUL/1996	M-96-1201	20/JAN/1998	M39451
MIRACARE	LITHUANIA	01/AOU/1996	96-1880	16/MAR/1999	32190
MIRACARE	FRANCE	29/SEP/1992	92/435749	29/SEP/1992	92435749
MIRACARE	RUSSIAN FEDERATION	05/AOU/1996	96710214	17/NOV/1997	158494
MIRACARE	UKRAINE	05/AOU/1996	96081878/T	16/OCT/2000	16487
MIRACARE	MEXICO	22/JUL/1993	173632	25/MAI/1994	461584
MIRACARE	CZECH REPUBLIC	31/JUL/1996	113517	27/JAN/1998	206986
MIRACARE	POLAND	13/AOU/1996	Z-163 212	10/JAN/2000	112171
MIRACARE	HUNGARY	30/JUL/1996	M96 02545	28/AVR/1998	151749
MIRACARE	KENYA	09/AOU/1996	44708	08/AOU/2000	44708
MIRACARE	NIGERIA	26/AOU/1996	TP28125	30/SEP/1999	56555
MIRACARE	MOROCCO	09/AOU/1996	60430	09/AOU/1996	60430
MIRACARE	TUNISIA	01/AOU/1996	EE960951	01/AOU/1996	EE960951
MIRACARE	TURKEY	13/AOU/1996	11883	13/AOU/1996	175791
MIRACARE	LEBANON	02/AOU/1996	69626	02/AOU/1996	69626
MIRACARE	SOUTH AFRICA	19/FEV/1993	93/1241	19/FEV/1993	93/1241
MIRACARE	SINGAPORE	15/FEV/1993	S/1045/93	15/FEV/1993	T93/01045F
MIRACARE	HONG KONG	15/SEP/1995	11564/95	15/SEP/1995	4067/97
MIRACARE	ARGENTINA	02/MAR/1993	1872025	28/AVR/1995	1559561
MIRACARE	GERMANY	10/FEV/1993	R 53517/1 WZ	31/MAI/1995	2 097 143
MIRACARE	ICELAND	10/FEV/1993	100/1993 H4HC	27/MAI/1993	512/1993
MIRACARE	INDONESIA	13/FEV/1993	01011859	29/DEC/1994	320949
MIRACARE	SWITZERLAND	09/JUN/1993	7934/1993.6	30/DEC/1994	413644
MIRACARE	UNITED STATES OF AMERICA	04/NOV/1991	74/218519	20/OCT/1992	1724851
MIRACARE	AUSTRALIA	12/FEV/1993	595923	28/MAR/1994	A595923
MIRACARE	ITALY	16/FEV/1993	TO93C000254	30/NOV/1995	663879
MIRACARE	CHILE	02/AVR/1993	236378	02/NOV/1993	415.680
MIRACARE	CHINA	24/MAR/1993	93019631	07/JUL/1994	696325 VR 1995
MIRACARE	DENMARK	14/JUN/1993	3840/1993	06/JAN/1995	00042
MIRACARE	BRAZIL	14/JUN/1993	817277455	27/JUN/1995	817277455
MIRACARE	THAILAND	14/JUL/1993	248291	14/JUL/1993	KOR22793
MIRACARE	PAKISTAN	22/AVR/1993	120064	23/AOU/2003	120064
MIRACARE	GREECE	05/MAR/1993	113072	19/SEP/1995	113072
MIRACARE	NEW ZEALAND	24/FEV/1993	225097	24/FEV/1993	225097
MIRACARE	SOUTH KOREA / REPUBLIC OF KOREA	25/FEV/1993	93-5930	08/FEV/1994	284827
MIRACARE	TAIWAN	03/MAR/1993	82008579	01/MAI/1994	641777
MIRACARE	UNITED KINGDOM	08/FEV/1993	1526216	11/FEV/1994	1526216
MIRACARE	COLOMBIA	26/JUL/1993	93398125	30/MAR/1994	157347
MIRACARE	VENEZUELA	27/AOU/1993	15751-93	10/JUL/1995	F179570
MIRACARE	INDIA	22/FEV/1993	591323	22/FEV/1993	591323
MIRACARE	SRI LANKA	28/MAI/1993	66830	28/MAI/1993	66830
MIRAMINE	UNITED STATES OF AMERICA	29/SEP/1961		09/AVR/1983	747782

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MIRAMINE	NEW ZEALAND			17/MAR/1991	93056
MIRAMINE	JAPAN			31/JUL/1989	1386772
MIRAMINE	FRANCE	28/JUN/1983	669031	28/JUN/1983	1239671
MIRAMINE	CANADA			12/DEC/1984	166784
MIRAMINE	BENELUX			19/JUL/1993	319967
MIRAMINE	HONG KONG	02/DEC/1993	12935/93	02/DEC/1993	5934/95
MIRAMINE	CHINA	11/DEC/1993	93120896	28/JUN/1995	752516
MIRAMINE	MEXICO	30/AVR/1998	331203	29/MAI/1998	578674
MIRANATE	EUROPEAN UNION	21/SEP/2005	004645115	07/AOU/2006	004645115
MIRANATE	UNITED STATES OF AMERICA	07/OCT/1983		25/DEC/1984	1310618
MIRANOL	PORTUGAL	31/JUL/1996	318565	17/AVR/1997	318565
MIRANOL	THAILAND	16/JAN/1996	300775	16/JAN/1996	KOR55059
MIRANOL	CZECH REPUBLIC	31/JUL/1996	113516	27/JAN/1998	206985
MIRANOL	POLAND	13/AOU/1996	Z-163 211	10/JAN/2000	112170
MIRANOL	HUNGARY	30/JUL/1996	M 96 02539	08/SEP/1998	153577
MIRANOL	AUSTRIA	29/JUL/1996	AM 4140/96	05/NOV/1996	166922
MIRANOL	KENYA	09/AOU/1996	44709	17/AOU/2000	44709
MIRANOL	NIGERIA	26/AOU/1996	TP28124	30/SEP/1999	56551
MIRANOL	MOROCCO	09/AOU/1996	60431	09/AOU/1996	60431
MIRANOL	TUNISIA	01/AOU/1996	EE960952	01/AOU/1996	EE960952
MIRANOL	TURKEY	13/AOU/1996	11884	13/AOU/1996	176352
MIRANOL	GERMANY			11/JAN/1988	1082200
MIRANOL	SWITZERLAND			05/MAI/1975	277957
MIRANOL	CANADA			13/AVR/1992	126089
MIRANOL	BENELUX			19/JUL/1993	319966
MIRANOL	BRAZIL			05/JUL/1983	790232936
MIRANOL	AUSTRALIA			08/MAI/1982	A287034
MIRANOL	AUSTRALIA			21/MAR/1988	A305615
MIRANOL	VIETNAM	06/JUL/1996	NH0077/96	20/AOU/1997	24885
MIRANOL	JORDAN	29/DEC/1996	43929	26/OCT/1997	43929
MIRANOL	VENEZUELA	28/DEC/1998	23755	10/SEP/1999	P215454
MIRANOL	SOUTH AFRICA			16/MAR/1989	1353/79
MIRANOL	UNITED STATES OF AMERICA	12/JUL/1945		26/FEV/1986	419639
MIRANOL	UNITED STATES OF AMERICA	29/SEP/1951		02/OCT/1982	738441
MIRANOL	NEW ZEALAND			17/MAR/1991	93055
MIRANOL	NEW ZEALAND			17/MAR/1991	93054
MIRANOL	NORWAY			27/NOV/1985	95268
MIRANOL	MEXICO			17/JUN/1995	196390
MIRANOL	SOUTH KOREA / REPUBLIC OF KOREA	21/FEV/1992	92-258	11/MAR/1992	81731
MIRANOL	CHILE	24/MAR/1999	444119	29/SEP/1999	549104
MIRANOL	COLOMBIA	23/DEC/1998	98076473	01/JUN/2001	241422
MIRANOL	ITALY			29/AOU/1988	547421
MIRANOL	UNITED KINGDOM			29/DEC/1984	1088771
MIRANOL	UNITED KINGDOM	06/MAI/1975	1046074	06/MAI/1975	1046074
MIRANOL	FRANCE	21/JUL/1988	943323	21/JUL/1988	1582876
MIRANOL	FINLAND			20/FEV/1984	88069
MIRANOL	SPAIN			06/AVR/1981	935342

Trademark name	Country [W]	Filing date	Filing number	First registration date	First registration number
MIRANOL	DENMARK			18/AOU/1988	2731/1978
MIRANOL	GERMANY			22/OCT/1985	842453
MIRANOL	MALAYSIA	18/OCT/1995	95/11072	18/OCT/1995	95/11072
MIRANOL	ISRAEL	18/DEC/1996	109305	05/AVR/1998	109305
MIRANOL	EGYPT	18/JAN/1997	104850	18/JUN/2001	104850
MIRANOL	ESTONIA	31/JUL/1996	9601612	17/FEV/1998	25251
MIRANOL	LATVIA	29/JUL/1996	M-96-1200	20/DEC/1998	M42813
MIRANOL	LITHUANIA	01/AOU/1996	96-1881	16/MAR/1999	32191
MIRANOL	RUSSIAN FEDERATION	05/AOU/1996	96710216	17/AOU/1999	178659
MIRANOL	UKRAINE	05/AOU/1996	96081879/T	16/OCT/2000	16488
MIRANOL	LEBANON	02/AOU/1996	69627	02/AOU/1996	69627
MIRANOL	SWEDEN	30/JUL/1996	96-07049	09/MAI/1997	323316
MIRANOL	IRELAND	26/JUL/1996	96/4570	02/DEC/1998	202192
MIRANOL	MEXICO	05/JAN/1988	220915	05/JAN/1988	220915
MIRANOL	TAIWAN	13/SEP/1996	85048982	16/JUL/1997	766726
MIRANOL	PAKISTAN	30/NOV/1995	133122	25/FEV/2000	133122
MIRANOL	HONG KONG	02/DEC/1993	12932/93	02/DEC/1993	5933/95
MIRANOL	JAPAN	01/NOV/1995	07-113818	07/SEP/2001	4504201
MIRANOL	PHILIPPINES	11/JUL/1989	68521	18/JUL/1990	48552
MIRANOL	INDIA	22/SEP/1995	681200	20/DEC/2004	681200
MIRANOL	SRI LANKA	01/DEC/1995	76701	29/MAI/1998	76701
MIRANOL	INDONESIA	18/OCT/1995	D95 19296	30/AOU/1996	366635
MIRAPOL	THAILAND	09/JUL/2004	558308	31/MAI/2005	Kor220550
MIRAPOL	INDIA	12/JUL/2004	1295403		
MIRAPOL	SOUTH KOREA / REPUBLIC OF KOREA	08/SEP/2004	840234	08/SEP/2004	840234
MIRAPOL	JAPAN	08/SEP/2004	840234	08/SEP/2004	840234
MIRAPOL	AUSTRALIA	08/SEP/2004	840234	08/SEP/2004	840234
MIRAPOL	PHILIPPINES	09/JUL/2004	4-2004-006081		
MIRAPOL	MALAYSIA	20/JUL/2004	2004/10314		
MIRAPOL	INDONESIA				
MIRAPOL	INTERNATIONAL PROCEDURE	08/SEP/2004	840234	08/SEP/2004	840234
MIRAPOL	EGYPT	11/JAN/2000	129744	05/OCT/2003	129744
MIRAPOL	UNITED STATES OF AMERICA	21/OCT/1977	73/145567	08/AOU/1978	1098448
MIRAPOL	CANADA			21/SEP/1979	236155
MIRAPOL	VIETNAM	06/JUL/1996	NH0080/96	20/AOU/1997	24887
MIRAPOL	HONG KONG	15/SEP/1995	11565/95	15/SEP/1995	2754/97
MIRAPOL	TAIWAN	26/SEP/1996	85048979	01/FEV/1998	794103
MIRAPOL	CHINA	01/NOV/1995	950137009	07/JUN/1997	1020039
MIRAPOL	FRANCE	31/AOU/1999	99 809839	31/AOU/1999	99 809 839
MIRAPOL	SOUTH AFRICA	31/AOU/1999	99/15925	15/JUL/2005	99/15925
MIRAPOL	GERMANY	03/SEP/1999	399 54 192.6	08/MAR/2000	399 54 192
MIRAPOL	BENELUX	01/SEP/1999	945348	02/MAI/2000	0658235
MIRAPOL	SPAIN	03/SEP/1999	2255520	16/AOU/2001	2255520
MIRAPOL	GREBCE	07/SEP/1999	141691	19/JUN/2001	141691
MIRAPOL	ITALY	08/SEP/1999	T099C002767	04/FEV/2003	882713
MIRAPOL	UNITED KINGDOM	01/SEP/1999	2207339	18/FEV/2000	2207339
MIRAPOL	SWITZERLAND	30/AOU/1999	7783/1999	30/AOU/1999	469145

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MIRAPON	CANADA	20/JAN/1995	773552	30/AOU/1996	462529
MIRAPON	DENMARK			11/NOV/1987	3869/1977
MIRASHEEN	THAILAND	16/JAN/1996	300772	16/JAN/1996	KOR102109
MIRASHEEN	SINGAPORE	18/SEP/1995	8878/95	18/SEP/1995	8878/95
MIRASHEEN	CANADA	11/JAN/1993	TMO 720220	03/JUN/1994	428283
MIRASHEEN	CHINA	01/NOV/1995	950137008	07/JUN/1997	1020038
MIRASHEEN	JAPAN	01/NOV/1995	07-113819	28/JAN/2000	4357333
MIRASHEEN	AUSTRALIA	18/SEP/1995	672960	31/DEC/1996	672960
MIRASHEEN	UNITED STATES OF AMERICA	05/MAR/1993	74364965	01/NOV/1994	1,861,335
MIRASHEEN	MEXICO	27/AVR/1998	330676	30/JUN/1998	581052
MIRASHEEN	FRANCE	07/DEC/1992	92/444926	07/DEC/1992	92444926
MIRASHEEN	VIETNAM	06/JUL/1996	NH0081/96	20/AOU/1997	24888
MIRASHEEN	SOUTH KOREA / REPUBLIC OF KOREA	18/SEP/1995	95-35581	27/JUN/1997	366675
MIRASHEEN	PHILIPPINES	20/FEV/1997	118098		
MIRASHEEN	HONG KONG	15/SEP/1995	11566/95	08/AVR/1997	04068/97
MIRASHEEN	MALAYSIA	18/OCT/1995	95/11073	26/FEV/1998	052697
MIRASHEEN	PAKISTAN	30/NOV/1995	133124	25/FEV/2000	133124
MIRASHEEN	NEW ZEALAND	11/SEP/1995	253391	11/SEP/1995	253391
MIRASHEEN	TAIWAN	29/SEP/1996	85048983	01/FEV/1998	794104
MIRASHEEN	INDIA	22/SEP/1995	681201		
MIRASHEEN	SRI LANKA	01/DEC/1995	76712	19/JAN/2006	76712
MIRASHEEN	INDONESIA	18/OCT/1995	D95 19297	18/NOV/1997	405752
MIRASIL	THAILAND	28/OCT/1994	274808	28/OCT/1994	KOR37668
MIRASPEC	TAIWAN	03/MAR/1993	82008578	01/MAI/1994	641776
MIRASPEC	CANADA	11/JAN/1993	TMO 720219	03/JUN/1994	428282
MIRASPEC	SOUTH KOREA / REPUBLIC OF KOREA	13/FEV/1993	93-4336	08/FEV/1994	284821
MIRASPEC	HONG KONG	30/NOV/1993	12854/93	28/AVR/1995	03440/95
MIRASUN	INDIA	04/JUN/2003	01204008	13/OCT/2005	441995
MIRASUN	UNITED KINGDOM	25/SEP/1997	2146366	13/MAR/1998	2146366
MIRASUN	ISRAEL	22/SEP/1997	115006	07/FEV/1999	115006
MIRASUN	EUROPEAN UNION	10/SEP/1997	000628743	20/DEC/2000	000628743
MIRASUN	AUSTRALIA	08/SEP/1997	743425	24/MAR/1998	743425
MIRASUN	BRAZIL	24/SEP/1997	820269697	27/JUN/2000	820269697
MIRASUN	SWITZERLAND	04/SEP/1997	07139/97	23/FEV/1998	449446
MIRASUN	NORWAY	05/SEP/1997	977165	14/MAI/1998	190 021
MIRASUN	SOUTH AFRICA	23/SEP/1997	97/14580	12/OCT/2000	97/14580
MIRASUN	UNITED STATES OF AMERICA	26/AOU/1997	75/351185	10/AOU/1999	2268229
MIRASUN	SWEDEN	26/SEP/1997	97-08599	20/AVR/2000	336617
MIRASUN	PORTUGAL	20/OCT/1997	326.683	20/JUL/2001	326.683
MIRASUN	FINLAND	25/SEP/1997	T199703722	15/SEP/1998	211115
MIRASUN	DENMARK	29/SEP/1997	04754/1997	01/MAI/1998	VR 01.956 1998
MIRASUN	BENELUX	30/SEP/1997	83120	30/SEP/1997	625904
MIRASUN	AUSTRIA	25/SEP/1997	AM 5280/97	31/MAR/1998	174910
MIRASUN	IRELAND	24/SEP/1997	97/3491	24/SEP/1997	207605
MIRASUN	CANADA	23/SEP/1997	856951	04/OCT/2000	534070
MIRASUN	GERMANY	26/AVR/1997	397 18 912.5	31/JUL/1997	397 18 912

Trademark name	Country [W]	Filing date	Filing number	First registration date	First registration number
MIRASUN	FRANCE	25/AVR/1997	97/675253	25/AVR/1997	97675253
MIRASUN	ARGENTINA	20/OCT/1997	2109520	22/MAR/1999	1726421
MIRASUN	GREECE	30/SEP/1997	134629	19/AVR/1999	134629
MIRATAINE	FRANCE	28/OCT/1986	821012	28/OCT/1986	1376980
MIRATAINE	MALAYSIA	18/OCT/1995	95/11074	26/FEV/1998	052696
MIRATAINE	CHINA	16/DEC/1993	93122504	28/JUN/1995	752518
MIRATAINE	PAKISTAN	30/NOV/1995	133121	19/AOU/1999	133121 4-1997-
MIRATAINE	PHILIPPINES	20/FEV/1997	118097	26/JUL/2001	118097
MIRATAINE	HONG KONG	29/NOV/1993	12810/93	16/MAI/1995	3960/95
MIRATAINE	TAIWAN	13/SEP/1996	85048981	16/JUL/1997	766725
MIRATAINE	THAILAND	16/JAN/1996	300773	16/JAN/1996	KOR54261
MIRATAINE	MEXICO	27/AVR/1998	330671	30/JUN/1998	581049
MIRATAINE	DENMARK			30/JUN/1988	2213/1978
MIRATAINE	GERMANY			17/DEC/1986	973476
MIRATAINE	SWITZERLAND			16/DEC/1976	287402
MIRATAINE	CANADA			15/JUN/1979	233818
MIRATAINE	BENELUX			17/MAI/1987	345901
MIRATAINE	AUSTRALIA			21/DEC/1983	A303276
MIRATAINE	ARGENTINA				
MIRATAINE	SINGAPORE	18/SEP/1995	8877/95	18/SEP/1995	T95/08877J
MIRATAINE	VIETNAM	06/JUL/1996	29610	24/JUL/1999	31586
MIRATAINE	SOUTH AFRICA			21/DEC/1986	6331/76
MIRATAINE	SWEDEN			30/JUN/1988	163915
MIRATAINE	NEW ZEALAND			17/DEC/1983	117951
MIRATAINE	NORWAY			23/AOU/1989	102813
MIRATAINE	SOUTH KOREA / REPUBLIC OF KOREA			08/JUL/1991	77037
MIRATAINE	JAPAN			28/FEV/1990	1408018
MIRATAINE	UNITED KINGDOM			23/DEC/1983	1072410
MIRATAINE	FINLAND			20/NOV/1990	75339
MIRATAINE	BOPHUTATSWANA			21/DEC/1986	6331/76
MIRATAINE	INDIA	22/SEP/1995	681202		
MIRATAINE	SRI LANKA	01/DEC/1995	76713	08/FEV/2006	76713
MIRATAINE	INDONESIA	18/OCT/1995	D95 19295	30/AOU/1996	366641
MIRATAINE	UNITED STATES OF AMERICA	31/JAN/1977	73/114248	14/FEV/1978	1085186
POLYCARE	UNITED STATES OF AMERICA	11/OCT/1988		27/MAR/1990	1588428
POLYCARE	THAILAND	10/OCT/2006	641402		
POLYCARE	SOUTH KOREA / REPUBLIC OF KOREA	04/OCT/2006	2006-50646		
POLYCARE	JAPAN	17/OCT/2006	2006-096500		
POLYCARE	CHINA	10/NOV/2006			
POLYMENE	UNITED STATES OF AMERICA	04/AOU/1947		09/NOV/1988	503754
SIPOMER	POLAND	20/DEC/2002	Z-259.083	18/NOV/2005	169557
SIPOMER	SWITZERLAND	19/DEC/2002	10736/2002	20/FEV/2003	507684
SIPOMER	CZECH REPUBLIC	30/DEC/2002	187223	27/AOU/2003	256976
SIPOMER	EUROPEAN UNION	24/DEC/2002	003075116	17/JUN/2004	003075116
SIPOMER	RUSSIAN FEDERATION	20/DEC/2002	2002732853	25/DEC/2003	260695
SIPOMER	NORWAY	23/DEC/2002	200212229	14/AOU/2003	220165
SIPOMER	FRANCE	29/JUL/2002	02 3177075	29/JUL/2002	02 3177075

Trademark name	Country [W]	Filing date	Filing number	First registration date	First registration number
SIPOMER	SOUTH KOREA / REPUBLIC OF KOREA	18/SEP/1995	95-35579	17/DEC/1997	386849
SIPOMER	UNITED STATES OF AMERICA	09/AOU/1963		23/FBV/1985	785454
SIPOMER	AUSTRALIA	18/SEP/1995	672959	31/DEC/1996	672959
SIPOMER	SINGAPORE	18/SEP/1995	8873/95	18/SEP/1995	8873/95
SIPOMER	VIETNAM	06/JUL/1996	NH0075/96	20/AOU/1997	24883
SIPOMER	JAPAN	20/OCT/1995	07-109440	09/OCT/1997	3351384
SIPOMER	PAKISTAN	21/NOV/1995	132972	18/OCT/1997	132972
SIPOMER	HONG KONG	15/SEP/1995	11570/95	26/NOV/1997	11607/97
SIPOMER	MEXICO	29/AVR/1998	330992	26/JUN/1998	579411
SIPOMER	THAILAND	26/AOU/1996	315805	26/AOU/1996	Kor61300
SIPOMER	CHINA	19/DEC/1995	950160278	21/AOU/1997	1080091 4-1997-
SIPOMER	PHILIPPINES	20/FEV/1997	118099	30/AVR/2001	118099
SIPOMER	NEW ZEALAND	11/SEP/1995	253389	17/JUN/1998	253389
SIPOMER	INDONESIA	18/OCT/1995	D95 19298	30/JUL/1996	364128
SIPOMER	SRI LANKA	01/DEC/1995	76709	01/DEC/1995	76709
SIPOMER	INDIA	22/SEP/1995	681205		
SIPOMER	MALAYSIA	18/OCT/1995	95/11089	19/DEC/1997	95/11089
UVI-NOX	CANADA			26/MAL/1982	151017

AMENDMENT TO
TECHNOLOGY & TRADEMARKS PURCHASE AGREEMENT

This *Amendment to Master License Agreement* (the "Amendment") is made by and between Rhodia Inc., a corporation organized and existing under the laws of Delaware, U.S.A., and having its principle office located at 8 Cedar Brook Drive, Cranbury, NJ, 08512, and Rhodia Operations, a société par actions simplifiée incorporated and operating under the laws of France with its principal office located at 40 Rue de la Haie Coq 93308 Aubervilliers, France (the "Parties").

Effective January 1, 2006, Rhodia Inc. and Rhodia Recherches et Technologies entered into a *Technology and Trademarks Purchase Agreement* (the "Purchase Agreement") and a *Master License Agreement* (the "License Agreement"). Effective July 1, 2007, Rhodia Recherches et Technologies was merged into Rhodia Operations and Rhodia Operations is thus successor in interest to Rhodia Recherches et Technologies with respect to the Purchase Agreement and the License Agreement.

The first paragraph of the Purchase Agreement erroneously indicates, in the definition of the term "SELLER", that Rhodia Inc. is a corporation duly organized and existing under the laws of the State of New Jersey, U.S.A. The Parties now wish to correct that error by correctly indicating that Rhodia Inc. is a corporation duly organized and existing under the laws of the State of Delaware, U.S.A.

Rhodia Inc. agreed, under Paragraph 2.1 of the Purchase Agreement, to assign its rights in certain SELLER Technology to Rhodia Recherches et Technologies in exchange for consideration to be paid in accordance with Article 5 of the Purchase Agreement. The Parties now wish to clarify the definition of "SELLER Technology" to reflect that Rhodia Inc. technology arising after the Effective Date of the Purchase Agreement is included in the Purchase Agreement only to the extent listed in Annex 1 or Annex 2 to the Purchase Agreement. The Parties have, in an *Amendment to Master License Agreement* signed on the same day herewith, amended the License Agreement to address the assignment of rights in Rhodia Inc. intellectual property, other than that listed in Annex 1 or Annex 2 of the Purchase Agreement, arising after the Effective Date of the Purchase Agreement.

Accordingly, the Parties now wish to, effective as of the Effective date of the License Agreement, amend the Purchase Agreement as follows, with all other terms of the Purchase Agreement to remain unchanged.

A. Amend the definition of the term "SELLER" in the first paragraph of the Purchase Agreement to read as follows:

Rhodia Inc., a corporation duly organized and existing under the laws of the State of Delaware, U.S.A., and having its principle office located at 8 Cedar Brook Drive, Cranbury, NJ 08512-7500 (hereinafter the "SELLER").

B. Amend Paragraph 1.8 of the Agreement to read as follows:

1.8 "SELLER Technology" shall mean and include any and all existing SELLER IP as well as R&D results, knowledge, including trade secret knowledge, documentation relating to processes, services, technical information, and any other information in any format which is useful or necessary for the development, and/or manufacture, and/or marketing of the SELLER's Products, including know-how which was developed based on RR&T's know-how and other technical information, in whatever form, tangible or intangible, (i) in existence as of the Effective Date, or (ii) arising after the Effective Date and listed in Annex 1 or Annex 2 of this Agreement.

C. Revise Paragraph 2.1 of the Purchase Agreement to add the following sentence:

SELLER reserves the right to transfer rights in certain SELLER Technology to:

Le Centre National de la Recherche Scientifique, a public institution for science and technology organized and existing under the laws of the Republic of France ("CNRS") with offices located at 3, rue Michel Ange 75794 Paris, Cedex 16, France, or

Schlumberger Technology Corporation, having a principal place of business at 110 Schlumberger Drive, Sugar Land, TX 77478, and its affiliates ("SLB"),

to the extent required to satisfy SELLER'S pre-existing obligations to CNRS and to SLB, respectively.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated below, in two (2) originals.

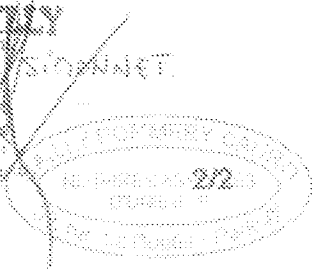
RHODIA INC.

RHODIA OPERATIONS

KMN By: [Signature]
Name: James H. Harrison
Title: President
Date: 11/16/08

By: [Signature]
Name: David J. Dewar
Title: F.P. Vice President
Date: 11/16/08

Je soussigné M. Antoine DAILY
Notaire à Paris, certifie par les présentes
la signature de M. Isabelle SORNET
apposée sur le présent document.
Cette certification se compose ainsi
d'une vérification de l'authenticité des faits et
d'une mention dans le présent document.



CERTIFIED AS A TRUE COPY
[Signature]
Isabelle SORNET
Authorized Officer