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PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)

Honeywell International, Inc. 6-30-03

Additional name(s) of conveying party(ies)
attached // Yes /X/ No

3. Nature of conveyance:

/x/ Assignment // Merger
// Security Agreement // Change of Name

Execution Date: May 12, 2003

2. Name and address of receiving party(ies)

BASF Aktiengesellschaft
D-67056 Ludwigshafen
Fed. Rep. of Germany

Additional name(s) & address(es) attached?
// Yes /x/ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application,
the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

5,028,657

Additional numbers attached? // Yes /x/ No

5. Name and address of party to whom
correspondence concerning document should
be mailed:

Name: Herbert B. Keil

Internal Address: _____

Street Address: Keil & Weinkauf

1350 Connecticut Ave. N.W

City: Washington State: D.C ZIP: 20036

6. Total number of applications and
and patents involved: 1

7. Total Fee(37 CFR 3.41).... \$ 40.00
Since the omitted name was on the
original document, no fee should be
required.

8. Deposit Account 11-0345 if fee is
deficient or not attached /X/

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any
attached copy is a true copy of the original document.

Herbert B. Keil
Name of Person Signing

HB Keil
Signature

6/27/03
Date

Total number of pages / 4 /

07/01/2003 DBYRNE 00000067 5028657

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40.00 DP

ASSIGNMENT OF U.S. PATENT

EFFECTIVE April 30, 2003

WHEREAS, HONEYWELL INTERNATIONAL INC., a Delaware corporation, having a place of business in Morris Township, New Jersey, U.S.A., previously known as AlliedSignal Inc., and prior to that, Allied-Signal Inc. (hereinafter "Assignor") is a joint owner of the entire right, title and interest in and to the United States Letters Patent described in Schedule A, attached hereto and made a part hereof (hereinafter "Patent"); and

WHEREAS, BASF Aktiengesellschaft, a German corporation, having a place of business at D-67056 Ludwigshafen, Federal Republic of Germany (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to the Patent;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer, Assignor's entire right, title and interest in and to the Patent, the inventions disclosed therein, all divisions, continuations and continuations-in-part thereof, and all patents issuing on any of the foregoing, and all reissues, reexaminations and extensions thereof, including the right to apply for Letters Patent in foreign countries in its own name and to claim any priority rights for such foreign applications to which such applications are entitled under international conventions, treaties, or otherwise, all said rights to be held and enjoyed by the Assignee for its own use and for the use of its successors, assigns or other legal representatives, to the full end of the term for which the Patent will be granted, reexamined, extended or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, and including the right to recover for past infringement.

Assignor does hereby authorize and request any official whose duty it is to issue Letters Patents, to issue any and all Letters Patents which may be granted upon any of the said applications, to said Assignee, or its successors or assigns.

Assignor further agrees that Assignor will, without demanding any further consideration therefor, at the request but at the expense of Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become necessary for obtaining, sustaining, reexamining or reissuing the Patent, and for maintaining and perfecting Assignee's right to the Patent.

IN WITNESS WHEREOF, said HONEYWELL INTERNATIONAL INC. has caused these presents to be signed by its duly authorized representative below named.

HONEYWELL INTERNATIONAL INC.

By: Roger H. Criss
Title: Assistant Secretary
Date: May 12, 2003

State of New Jersey)
)
County of Morris) ss.:

On this 12 day of May, 2003, before me, a Notary Public, personally appeared Roger H. Criss to me known to be the Assistant Secretary of HONEYWELL INTERNATIONAL INC. and also known to me to be the person who executed the foregoing assignment on behalf of HONEYWELL INTERNATIONAL INC. and acknowledged to me that such corporation executed the same.

Ivy L. Abraham
Notary Public

#165978

IVY L. ABRAHAM
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 1, 2006

SCHEDULE A

PATENTS

Docket Number	Patent No.	Title	Expiration Date
21640030	5,028,647	Polyester Compositions Containing an Ester of an Ethoxylated Aromatic Alcohol	10/24/03