



Docket 3297-02, 3297-01

102653915

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

1. Name of conveying party(ies):

UNION CARBIDE CHEMICALS & PLASTICS TECHNOLOGY CORPORATION  
39 Old Ridgebury Road  
Danbury, Connecticut 06817

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

2. Name and address of receiving party(ies):

Name: CHEMROM CORPORATION  
Street Address: 3115 PROPELLER DRIVE  
City: PASO ROBLES State: CALIFORNIA ZIP: 93447

Additional name(s) & address(es) attached?

Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other October 22, 2003

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)

Serial No. if applicable

10/391,256 filed 3/18/03

B. Patent No.(s)

6,573,375 issued 6/3/03.

Additional numbers attached?  Yes  No

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

Name: THE LUBRIZOL CORPORATION  
Internal Address: PATENT ADMINISTRATOR/022B  
Street Address: 29400 LAKELAND BOULEVARD  
City: WICKLIFFE State: OHIO ZIP: 44092-2298

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41):.....\$ 80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 12-2275

01/23/2004 DBYRNE 00000203 122275 10391256

01 FC:8021 40.00 DA

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.

Teresan W. Gilbert, No. 31,360

Name of Person Signing

*Teresan W. Gilbert*

Signature

1/13/04

Date

Total number of pages including cover sheet, attachments and document: 5

OFFICE OF PATENT RECORDS  
2004 JAN 16 AM 9:58  
FINANCE SECTION

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is made this 30<sup>th</sup> day of September, 2003, by and between Union Carbide Chemicals and Plastics Technology Corporation, a Delaware corporation, having its place of business at 39 Old Ridgebury Road, Danbury, Connecticut 06817, United States of America ("UNION CARBIDE"), and Chemron Corporation, having its place of business at 3115 Propeller Drive, Paso Robles, California 93447, United States of America ("CHEMRON").

WHEREAS, UNION CARBIDE is the owner of patents and patent applications as set forth on the attached Schedule A ("Patents"); and

WHEREAS, CHEMRON is desirous of acquiring the entire right, title and interest of UNION CARBIDE in and to the Patents; and

WHEREAS, UNION CARBIDE has agreed to the transfer of its entire right, title and interest in and to the Patents to CHEMRON; and

WHEREAS, UNION CARBIDE's corporate parent, Union Carbide Corporation ("UCC") and CHEMRON's corporate parent, The Lubrizol Corporation, are parties to that certain Asset Purchase Agreement ("Agreement") dated the 7th day of September, 2003, pursuant to which UCC has agreed to cause UNION CARBIDE to transfer its entire right, title and interest in and to the Patents to CHEMRON.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties hereto, UNION CARBIDE does hereby assign, sell, transfer and convey to CHEMRON, its successors and/or assigns its entire right, title and undivided interest in and to the Patents, in the United States of America and its territorial possession and in all foreign countries, and the legal equivalents of the Patents such as registrations, utility models, design patents, inventor's certificates and the like, and to all Patents,

continuations, divisions, registrations, renewals and/or any reissue or reexamination resulting therefrom, including the right to claim priority.

UNION CARBIDE further does assign, sell, transfer, and convey to CHEMRON, its successors and/or assigns its right to enforce the Patents against any third party for any and all claims for damages by reason of past infringement of the Patents with the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors and/or assigns.

UNION CARBIDE does hereby covenant and agree that it will at any time upon request and at the expense of UNION CARBIDE, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to confirm and/or perfect title to the Patents in and to CHEMRON, its successors and/or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this PATENT ASSIGNMENT to be executed the date first above written.

**UNION CARBIDE CHEMICALS & PLASTICS TECHNOLOGY CORPORATION**  
Assignor

By: Edward W. Rich *aw*

Name: Edward W. Rich

Title: Treasurer

**Assignment Accepted by:**

**CHEMRON CORPORATION**  
Assignee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE STATE OF MICHIGAN**

**COUNTY OF MIDLAND**

**BEFORE ME**, the undersigned authority, on this day personally appeared Edward W. Rich known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he ~~she~~ executed the same for the purposes and consideration therein expressed.

**GIVEN** under my hand and seal of this office this 22nd day of October, 2003.

Lisa De Vos  
Notary Public

(NOTARY SEAL)

*Lisa De Vos*  
Notary Public, Saginaw County, Michigan  
Acting in Midland County  
My Commission Expires February 16, 2007

continuations, divisions, registrations, renewals and/or any reissue or reexamination resulting therefrom, including the right to claim priority.

UNION CARBIDE further does assign, sell, transfer, and convey to CHEMRON, its successors and/or assigns its right to enforce the Patents against any third party for any and all claims for damages by reason of past infringement of the Patents with the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors and/or assigns.

UNION CARBIDE does hereby covenant and agree that it will at any time upon request and at the expense of UNION CARBIDE, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to confirm and/or perfect title to the Patents in and to CHEMRON, its successors and/or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this PATENT ASSIGNMENT to be executed the date first above written.

**UNION CARBIDE CHEMICALS & PLASTICS TECHNOLOGY CORPORATION**  
Assignor

**Assignment Accepted by:**  
**CHEMRON CORPORATION**  
Assignee

By: \_\_\_\_\_

By: Eug J. Doquinh

Name: \_\_\_\_\_

Name: Eugene J. Doquinh

Title: \_\_\_\_\_

Title: President

**THE STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

**BEFORE ME**, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ Corporation person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

**GIVEN** under my hand and seal of this office this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Notary Public

(NOTARY SEAL)

**SCHEDULE A**  
**UNION CARBIDE PATENT APPLICATIONS AND PATENTS**

<b>Patent Name</b>	<b>Patent Application/ Patent No.</b>	<b>Country</b>	<b>File/Issue Date</b>
Liquid Thickeners for Surfactant Systems -	US 6,573,375 B2	U.S.A.	June 3, 2003
Liquid Thickeners for Surfactant Systems - <u>Patent Family:</u>	WO 99/67017 (PCT/US99/14072)	Patent Cooperation Treaty	December 29, 1999
	BR 9911398-8	Brazil	June 22, 1999
	BE 1096994	Belgium (EP)	October 1, 2003
	CA 2336027	Canada	December 29, 1999
	CN 99809945	China	June 22, 1999
	EP 1096994	EPO	October 1, 2003
	EP 03008078.2	EPO	April 15, 2003
	ES 1096994	Spain (EP)	October 1, 2003
	FR 1096994	France (EP)	October 1, 2003
	DE 1096994	Germany (EP)	October 1, 2003
	GB 1096994	United Kingdom (EP)	October 1, 2003
	IT 1096994	Italy (EP)	October 1, 2003
	JP 2000-555694	Japan	June 22, 1999
	MX 2000/012657	Mexico	June 22, 1999
	KR 2000-7014495	South Korea	June 22, 1999
	US 10/391,256	U.S.A.	March 18, 2003