

BOX ASSIGNMENTS

4-15-04

04-21-2004

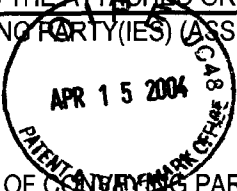
OR TRADEMARKS



102726104

RECORDATION FOR PATENT APPLICATIONS

TO THE DIRECTOR OF THE US PATENT AND TRADEMARK OFFICE. SIR: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.



1. NAME OF CONVEYING PARTY(IES) (ASSIGNORS(S)):

- 1. Avecia BV
- 2. Avecia Limited
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? YES NO

2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:

NAME: Aquasol Limited

ADDRESS: Writtle College Campus, Chelmsford, Essex CM1 3WN Great Britain

ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED? YES NO

3. NATURE OF CONVEYANCE (DOCUMENT):

(Submit herewith only one document for recordation—multiple copies of same Assignment signed by different inventors is one document)

- ASSIGNMENT OF WHOLE PART INTEREST
- ORIGINAL FACSIMILE/PHOTOCOPY
- CHANGE OF NAME VERIFIED TRANSLATION
- SECURITY MERGER OTHER:

EXEC. DATE: June 26, 2002

EXECUTION DATE(S) ON THE DECLARATION IF FILED HEREWITH: (NOTE: IF DATES ON DECLARATION AND ASSIGNMENT DIFFER SEE ATTY!)

4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached? YES NO

A. PAT. APP. NO.(S) series code/serial no	M#	1 st INVENTOR if not in item 1	B. PATENT NO(S)	M#	1 st INVENTOR if not in item 1
09/623,427	0271885	Hinde			

5. Name & Address of Party to Whom Correspondence Concerning Document Should be Mailed:

Pillsbury Winthrop LLP
Intellectual Property Group
P.O. Box 10500 McLean, VA 22102

6. NUMBER INVOLVED:
APPLNS 1 + PATS 0 = TOTAL = 1

7. AMOUNT OF FEE DUE: (Code 8021)
ABOVE TOTAL x \$40 = \$40

5.5 ATTY DKT:

P 0271885

8. PLEASE CHARGE TO OUR DEPOSIT ACCOUNT
NUMBER: 03-3975

MATTER NO.	CLIENT REF.	UNDER ORDER NO	011644	0271885
		dup. sheet not required	CLIENT NO.	MATTER NO.

9. 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.

Signature

Attorney: Christopher M. Beck

Reg. No. 52,603

Date: April 15, 2004

Atty/Sec: CMB/kmh

TEL: (703) 905-2013

FAX: (703) 905-2500

10. Total number of pages including this cover sheet, attachments and document (do not file dup. Cover sheet)

4

FILE WITH PTO RETURN RECEIPT (PAT-103A)

04/20/2004 ECDOPER 00000127 033975 09623427

01 FC:8021 40.00 DA

PATENT ASSIGNMENT

This Agreement made the 20th day of June 2002 by and between:

- (1) **AVECIA LIMITED**, a company incorporated in England whose registered office is at Hexagon House, Blackley, Manchester M9 8ZS ("Avecia Limited");
- (2) **AVECIA B.V.**, a company incorporated in Holland, having a place of business at Sluisweg 12, PO Box 123, 5140 AC Waalwijk, Holland ("Avecia BV"); and
- (3) **AQUASOL LIMITED**, a company incorporated in England whose registered office is at Writtle College Campus, Chelmsford, Essex CM1 3WN ("Aquasol").

WHEREAS

- (A) Avecia Limited and Avecia BV are joint owners of the rights in the Patents (as defined below).
- (B) Avecia Limited and Avecia BV are willing to sell and assign the Patents (and the rights relating thereto) to Aquasol and Aquasol is willing to purchase the same from Avecia Limited and Avecia BV subject to the terms and conditions of this Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Definitions

"Country" shall mean a country in or for which at least one of the Patents is being applied for or is subsequently granted;

"European Patent Application" means European patent application number EP1060203A1 based on inventions first disclosed in international patent application number PCT/GB99/00425 filed 25 February 1999 for "Water Soluble Films";

"Patents" means the European Patent Application, any other patent applications based on inventions first disclosed in international patent application number PCT/GB99/00425 filed 25 February 1999 for "Water Soluble Films" (including, without limitation, the US Patent Application) and any patents issued on the European Patent Application or any such other patent applications, including, without limitation, all divisions, continuations, continued prosecution applications, continuations in part, reissues, re-examinations and extensions thereof;

1. Assignment of rights

1.1 For the valuable consideration set out in this Agreement, Avecia Limited and Avecia BV hereby agree to assign absolutely to Aquasol the Patents together with all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of such rights.

1.2 Avecia Limited and Avecia BV warrant:

1.2.1 that they are the sole and exclusive beneficial owners of the entire right, title and interest in the Patents;

1.2.2 that they have not knowingly done or knowingly omitted to do any act which may cause the Patents or part of any of the Patents to be held invalid, unenforceable or otherwise revoked;

1.2.3 that they are not aware as at the date hereof of any fact or matter which would affect the validity of the Patents other than those which have been raised by any patent office during the prosecution of the patents.

1.3 Avecia Limited warrants that it is a company within the charge to United Kingdom corporation tax on the royalty income receivable under Clauses 2.1 and 2.2 of this Agreement.


1.4 Save as provided in clauses 1.2 and 1.3 above, no other warranty whatsoever is given or to be implied and in particular, but without limitation to the foregoing, no warranties, indemnities, representations or undertakings as to whether there are any conflicting third party rights are given by Avecia Limited and/or Avecia BV nor are they to be implied.

3. Management of Patents

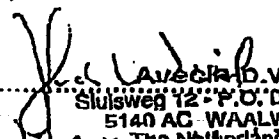
3.1 From the date of assignment of the Patents, Aquasol will be responsible for managing the process of prosecuting the Patents to grant and for all costs of prosecution and maintenance incurred after such assignment date. The parties shall seek to arrange a handover of the prosecution files relating to the Patents to Aquasol as soon as reasonably practicable after the date of this Agreement and Avecia Limited shall provide such assistance as is reasonably required by Aquasol to complete the handover at no charge to Aquasol. In the meantime, Avecia Limited shall handle, carry out and perform such prosecution in the same manner as it would have done had it retained ownership of the Patents.

IN WITNESS the duly authorised representatives of the parties have signed this agreement on the date set out above.


Signed for and on behalf of
AVECIA LIMITED by

Signed: 
Name: Malcolm J. Stewart
Title: VICE President
Date: 18 June 2002

Signed for and on behalf of
AVECIA B.V. by

Signed: 
Name: H.A.M. Theeuwes
Title: Commercial VP
Date: 27 June 2002

Signed for and on behalf of
AQUASOL LIMITED by

Signed: 
Name: Bruce Michael Drew
Title: Managing Director
Date: 20/06/2002