


Form PTO-595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Rhodia, Inc.		2. Name and address of receiving party(ies) Name: Innophos, Inc. Internal Address: 259 Prospect Plains Road, Bldg. G P.O. Box 8000 Cranbury, NJ 08512-8000 Street Address: 259 Prospect Plains Road, Bldg. G P.O. Box 8000 City: Cranbury State: NJ Zip: 08512-8000			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		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) 5,951,831			
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		5. Name and address of party to whom correspondence concerning document should be mailed: Name: McCarter & English, LLP Internal Address: 185 Asylum Street CityPlace I Hartford, Connecticut 06103 Street Address: 185 Asylum Street CityPlace I City: Hartford State: CT Zip: 06103			
6. Total number of applications and patents involved: 01		7. Total fee (37 CFR 9.41)..... \$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account			
8. Deposit account number: 50-1402		9. Signature: Eric E. Grondahl, Registration No. 46,741 Name of Person Signing  Signature November 18, 2004 Date			
Total number of pages (including cover sheet, attachments, and documents): 7					

HARTFORD: 626689.01

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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EXECUTION COPY

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective the 13th day of August, 2004, is made and entered into by and between Rhodia Canada, Inc., a Canadian corporation ("Assignor") and Innophos Canada, Inc., a Canadian corporation ("Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used in this Assignment but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor is the owner of each of (i) the patents and patent applications set forth on Schedule A hereto (the "Patents"), (ii) the trademarks, trademark registrations and trademark applications set forth on Schedule B hereto and all goodwill associated therewith (the "Trademarks"); and (iii) the Internet domain names set forth on Schedule C hereto and registrations and applications for registration thereof (the "Domain Names") (Patents, Trademarks and Domain Names, collectively, the "Assigned Intellectual Property");

WHEREAS, the Assignor, Rhodia Inc., Rhodia de Mexico S.A. de C.V., Rhodia Overseas Ltd, Rhodia Consumer Specialties Limited, Rhodia S.A. and Innophos, Inc. (f/k/a Phosphates Acquisition, Inc.) (the "Purchaser") have entered into an Agreement of Purchase and Sale, dated as of June 10, 2004 (the "Purchase Agreement"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Purchase Agreement), pursuant to which Assignee agreed to purchase the Transferred Assets from the Sellers, including all of Assignor's right, title and interest in and to the Assigned Intellectual Property;

WHEREAS, this Intellectual Property Assignment is being delivered by the Assignor in accordance with and full satisfaction of its obligations to deliver an Assignment of Transferred Intellectual Property pursuant to Section 2.10 of the Purchase Agreement; and

WHEREAS, Assignee is a wholly-owned subsidiary of Purchaser, and Purchaser desires that the Assigned Intellectual Property be assigned to Assignee.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Assigned Intellectual Property, to the extent transferable or assignable, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.
2. No Warranties. Except as expressly provided in the Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Assigned Intellectual Property.
3. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform any additional acts necessary

or desirable to record and perfect the interest of Assignee in and to the Assigned Intellectual Property, and shall not enter into any agreement in conflict with this Assignment.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York. All Actions arising out of or relating to this Assignment shall be heard and determined in accordance with Section 11.10 of the Purchase Agreement.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed
as of the date first written above by its duly authorized officer.

ASSIGNOR

By: 

Name: Jacques Lehre

Title: Authorized Signatory

By: 

Name: Anthony Saviano

Title: Authorized Signatory

ASSIGNEE

By: 

Name: Mark Feuerbach

Title: Chief Financial Officer

Schedule A

PATENTS

Specialty Phosphates Patent Portfolio

Docket Number	Title	Country	Registered Owner	Filing Date	Filing Number	Registration Date	Registration Number
RD 00020	Condensation Polymerization Of Phosphorus Containing Compounds	United States	Rhodia Canada Inc.	07/11/1997	08/891,638	09/14/1999	5,951,831
		Austria	Rhodia Canada Inc.	07/10/1998	98933395.0	06/13/2001	0 996587
		Denmark	Rhodia Canada Inc.	07/10/1998	98933395.0	06/13/2001	0 996587
		European Procedure (Patents)	Rhodia Canada Inc. ¹	07/10/1998	98933395.0	06/13/2001	0 996587
		France	Rhodia Canada Inc.	07/10/1998	98933395.0	06/13/2001	0 996587
		Germany	Rhodia Canada Inc.	07/10/1998	698 00 935.5-08	06/13/2001	0 996587
		Ireland	Rhodia Canada Inc.	07/10/1998	98933395.0	06/13/2001	0 996587
		Italy	Rhodia Canada Inc.	07/10/1998	98933395.0	09/06/2001	2359388/2001
		Netherlands	Rhodia Canada Inc.	07/10/1998	98933395.0	06/13/2001	0 996587
		Spain	Rhodia Canada Inc.	07/10/1998	2157664	06/13/2001	0 996587
		United Kingdom	Rhodia Canada Inc.	07/10/1998	98933395.0	06/13/2001	0 996587
		Canada	Rhodia Canada Inc.	07/10/1998	2,295,834		
		Mexico	Rhodia Canada Inc.	07/10/1998	0000431	10/08/2003	212,705

¹ A response to the opposition filed by Chemische Fabrik Badenheim R.A. was filed by Rhodia in August 2002. The case is awaiting consideration and comment by the Opposition Division. The next likely event would be a summons to attend Oral Proceedings at the European Patent Office.

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11/18/2004 16:57 FAX

MCCARTER & ENGLISH LLP
MCCARTER & ENGLISH LLP

008/008
007/007

Schedule B
TRADEMARKS

Specialty Phosphates Portfolio

Trademark Name	Country	Application/ Registration Number	Registered Owners
PHOSBRITE	CANADA	111623	RHODIA CANADA INC.
ALDIP	CANADA	264,526	RHODIA CANADA INC.

NYDOC302/697140