

01-10-2005

FORM PTO-1595

RECORDED

U.S. DEPARTMENT OF COMMERCE

1-31-92

Patent and Trademark Office



102916387

To the Honorable Commissioner of Patents and Trade

Documents or copy thereof.

1. Name of conveying party(ies):

AVECIA LIMITED
P.O. Box 42, Hexagon House, Blackley,
Manchester, M9 8ZS, ENGLAND

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

MRD
1-6-05

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

Name: **THE LUBRIZOL CORPORATION**Street Address: **29400 LAKELAND BOULEVARD**City: **WICKLIFFE** State: **OHIO** ZIP: **44092-2298**

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

☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: **January 30, 2004**

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(s). if applicable

10/257,132 filed 2/6/03
 10/344,553 filed 2/13/03
 10/472,140 filed 9/22/03
 10/474,306 filed 10/7/03

B. Patent No.(s)

4,797,440 issued 1/10/89	5,785,894 issued 7/28/98	6,562,897 issued 5/13/03
4,861,380 issued 8/29/89	5,919,915 issued 7/6/99	6,583,213 issued 6/24/03
4,999,250 issued 3/12/91	5,981,624 issued 11/9/99	6,599,947 issued 7/29/03
5,300,255 issued 4/5/94	6,051,627 issued 4/18/00	6,641,655 issued 11/4/03
5,494,511 issued 2/27/96	6,069,210 issued 5/30/00	6,723,782 issued 4/20/04
5,536,445 issued 7/16/96	6,117,935 issued 9/12/00	6,743,855 issued 6/1/04
5,700,395 issued 12/23/97	6,191,253 issued 2/20/01	6,770,704 issued 8/3/04
5,744,590 issued 4/28/98	6,197,877 issued 3/6/010	6,787,600 issued 9/7/05
5,753,022 issued 5/19/98	6,509,409 issued 1/21/03	6,787,628 issued 9/7/04

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: 31

7. Total fee (37 CFR 3.41):.....\$ **1,240.00**☐ Enclosed☒ Authorized to be charged to deposit account8. Deposit account number: **12-2275**

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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.

Samuel B. Laferty, No. 31,537

Name of Person Signing

Samuel Laferty
 Signature

Jan 3, 2005
 Date

01/10/2005 METACHE 00000008 122275 10257132 including cover sheet, attachments and document: 30

01 FC:0021 1240.00 DA

OMBNo. 0651-0011 (EXP. 4/94) -0011 (EXP. 4/9

PATENT
REEL: 016116 FRAME: 0755

AVECIA LIMITED
and
THE LUBRIZOL CORPORATION

ASSIGNMENT OF PATENTS



Dickson Minto W.S.
London

This ASSIGNMENT is made the 30 day of January 2004:

BETWEEN

- (1) **AVECIA LIMITED** a company incorporated under the laws of England and Wales (Company Number 03730853) whose registered office is at PO Box 42, Hexagon House, Blackley, Manchester, M9 8ZS (the "Assignor"); and
- (2) **THE LUBRIZOL CORPORATION** a corporation of State of Ohio, USA having principal place of business at 29400 Lakeland Boulevard, Wickliffe, OH. 44092 (the "Assignee").

WHEREAS:

- (A) The Assignor and its Affiliates are engaged in a number of businesses including the Transferring Business (as hereafter defined).
- (B) The Assignor or its Affiliates intend to sell to the Assignee and its Affiliates and the Assignee and its Affiliates intend to purchase from the Assignor or its Affiliates substantially all of the assets and certain of the liabilities relating to the Transferring Business pursuant to the Sale and Purchase Agreement (as hereinafter defined).
- (C) The Assignor is the owner of certain patents used in the Transferring Business and has agreed to assign the said patents to the Assignee all on the terms and conditions set out herein.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Assignment, including its Recitals and Schedules, unless the context otherwise requires, the following terms shall have the following meanings:-

"Affiliate" means "Associated Company" as defined in the Sale and Purchase Agreement;

"Completion Date" means 30 January 2004;

"Patents" means the patents owned by the Assignor and listed in Schedule 1;

"Sale and Purchase Agreement" means the Sale and Purchase Agreement between Avecia Investments Limited, Lubrizol Corporation and others relating to the Transferring Business dated 19 December 2003;

"Third Party Licences" means the licences granted by the Assignor in respect of the Patents listed in Schedule 2;

"the Transferring Business" means "the Business" as defined in the Sale and Purchase Agreement.

- 1.2. In this Assignment:

- 1.2.1. a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislative or legislative provision;
- 1.2.2. the singular includes the plural and vice versa;
- 1.2.3. a reference to a Recital, Clause or Schedule is to a recital, clause or schedule of or to this Assignment;
- 1.2.4. all Recitals and Schedules form part of this Assignment;
- 1.2.5. a reference to any party to this Assignment or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;
- 1.2.6. headings are for convenience only and shall not affect interpretation.

2. ASSIGNMENT

- 2.1. For good and valuable consideration (the receipt of which is hereby acknowledged) with effect from the Completion Date, the Assignor hereby assigns to the Assignee its entire, right, title and interest in and to the Patents for the residue of their respective terms, including all renewals and extensions, together with the right to sue for infringement of the Patents occurring prior to the Completion Date.
- 2.2. The Assignor shall from time to time provide such information and assistance, and execute such instruments of transfer, conveyance and/or assignment or other documents, and deliver these to the Assignee, as the Assignee may reasonably require to (a) perfect or record the Assignee's title to or interest in the Patents and (b) complete the recordal of any previous changes of proprietorship of the Patents. The Assignee shall assume the costs incurred by both parties, (including reasonable out of pocket expenses) relating to the provision of such information and assistance and the execution of such documents required for the purposes set out in (a) above and the Assignor shall assume the costs incurred by both parties (including reasonable out of pocket expenses) relating to the provision of such information and assistance and the execution of such documents required for the purposes set out in (b) above. Such costs referred to as relating to the execution of such documents shall also include the costs of obtaining, preparing, notarising, legalising and/or recording any such documents. For the avoidance of doubt where a party assumes the costs of the execution of documents pursuant to this Clause, it shall be responsible for preparing such documents and providing them to the other party. Each party shall promptly reimburse to the other party any costs which it is liable to pay to the other party under this Clause.
- 2.3. Pending the recordal of the Assignee as proprietor of the Patents, the Assignor will lend its name to any proceedings for infringement which the Assignee may require to be brought against any person wrongfully using the

said Patents or any of them, the Assignee indemnifying the Assignor in respect of any costs or other liability arising out of such proceedings.

- 2.4. Following the Completion Date, the Assignee shall notify the Assignor of its address for service and thereafter the Assignor shall promptly notify all attorneys handling the Patents of the fact of this Assignment and the address for service of the Assignee, and that all bills for work conducted from the Completion Date are for the Assignee's account.
- 2.5. All Patents are assigned subject to the third party licences disclosed by the Assignor to the Assignee prior to the Completion Date, including the Third Party Licences and all the Assignor's obligations and the other parties' rights thereunder.
- 2.6. For the avoidance of doubt, the Assignor and its Affiliates do not assign any rights to the Assignee hereunder except as expressly provided in Clause 2.1.

3. EXCLUSION OF WARRANTIES

Without prejudice to the provisions of the Sale and Purchase Agreement no warranties, representations, conditions or undertakings are given in or under this Assignment by the Assignor as to the Patents whatsoever including, without limitation, as to title thereto, as to Assignee's use of them, as to performance or as to conflicting, or infringement of, third party rights and any warranties, terms, representations or conditions which may have been otherwise implied by law, statute or otherwise into this Agreement relating to the Patents or otherwise are hereby expressly excluded to the fullest extent permitted by law.

4. GOVERNING LAW

This Assignment is governed by and shall be construed in accordance with English law. The parties irrevocably agree that the Courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Assignment except that in respect of any such dispute relating only to Patents registered or applied for in one jurisdiction outside the United Kingdom, the parties irrevocably agree that the Courts of England and the courts of the country where those Patents are registered or applied for shall have jurisdiction to settle such dispute, but that no other courts shall have jurisdiction in respect thereof.

5. COUNTERPARTS

This Assignment may be executed in more than one counterpart, each of which when executed and delivered shall be deemed to constitute an original. This Assignment shall become effective when one or more counterparts have been signed by each of the parties hereto and such a counterpart (so signed) has been delivered to each of the parties hereto.

6. **THIRD PARTY RIGHTS**

A person who is not a party to this Assignment has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Assignment but this does not affect any right or remedy of a third party which exists or is available apart from that Act and in particular, without limitation, a person who is permitted successor to or assignee of the rights of a party is deemed to be a party to this Assignment and the rights of such successor or assignee shall, subject to and upon any succession or assignment permitted by this Assignment, be regulated by the terms of this Assignment.

IN WITNESS WHEREOF the parties have executed these presents at the end of the Schedules on the date and year first above written.

Schedule 1

Patents/Patent Applications

1. Avecia Case SMC 33049

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
Canada	Granted	476073	1288109	27/08/1991	Avecia Limited
France	Granted	85301205.2	0164817	23/01/1991	Avecia Limited
Germany	Granted	85301205.2	P3581430.6	23/01/1991	Avecia Limited
Italy	Granted	85301205.2	0164817	23/01/1991	Avecia Limited
Japan	Granted	55718/85	2515279	30/04/1996	Avecia Limited
Korea, South	Granted	1764/85	61282	12/04/1993	Avecia Limited
Netherlands	Granted	85301205.2	0164817	23/01/1991	Zeneca Limited, assignment to Avecia Limited pending recordal
United Kingdom	Granted	85301205.2	0164817	23/01/1991	Avecia Limited
USA (continuation)	Granted	07/70676	5300255	05/04/1994	Zeneca Limited, assignment to Avecia Limited pending recordal
USA (divisional)	Granted	08/165828	5536445	16/07/1996	Zeneca Limited, assignment to Avecia Limited pending recordal

2. Avecia Case SMC 33347

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
Australia	Granted	51850/86	585924	20/10/1989	Avecia Limited
Belgium	Granted	85309422.5	0208041	15/05/1991	Avecia Limited
Canada	Granted	499827	1270850	26/06/1990	Avecia Limited
France	Granted	85309422.5	0208041	15/05/1991	Avecia Limited
Germany	Granted	85309422.5	P3582887.0	15/05/1991	Avecia Limited
Italy	Granted	85309422.5	0208041	15/05/1991	Avecia Limited
Japan	Granted	10332/86	1940521	09/06/1995	Avecia Limited
Mexico	Granted	1281	167270	15/03/1993	Avecia Limited
Netherlands	Granted	85309422.5	0208041	15/05/1991	Zeneca Limited, assignment to Avecia Limited pending recordal
South Africa	Granted	86/0049	86/0049	27/05/1987	Avecia Limited
Switzerland	Granted	85309422.5	0208041	15/05/1991	Avecia Limited
United Kingdom	Granted	85309422.5	0208041	15/05/1991	Avecia Limited
USA	Granted	07/263985	4861380	29/08/1989	Zeneca Limited, assignment to Avecia Limited pending recordal

3. Avecia Case SMC 33951

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
Belgium	Granted	87305537.0	0253524	08/09/1993	Avecia Limited
Brazil	Granted	P18703671	P18703671.1	29/06/1993	Avecia Limited
Canada	Granted	542094	1309537	27/10/1992	Avecia Limited
Denmark	Granted	3687/87	174144	22/07/2002	Avecia Limited
France	Granted	87305537.0	0253524	08/09/1993	Avecia Limited
Germany	Granted	87305537.0	P3787331.8	08/09/1993	Avecia Limited
Japan	Granted	173114/87	2513703	30/04/1996	Avecia Limited
Korea, South	Granted	7639/87	95521	08/02/1996	Avecia Limited
South Africa	Granted	87/4613	87/4613	30/03/1988	Avecia Limited
Taiwan	Granted	76103739	NI-31837	07/08/1989	Avecia Limited
United Kingdom	Granted	87305537.0	0253524	08/09/1993	Avecia Limited
USA	Granted	07/066236	4797440	10/01/1989	Zeneca Limited, assignment to Avecia Limited pending recordal

4. Avecia Case SMC 34291

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
USA	Granted	07/184404	4999250	12/03/1991	Zeneca Limited, assignment to Avecia Limited pending recordal

5. Avecia Case SMC 36763

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
Australia	Granted	31025/93	654752	07/03/1995	Avecia Limited
Belgium	Granted	93300016.8	0555950	18/12/1996	Avecia Limited
Canada	Granted	2092321	2092321	09/12/2003	Avecia Limited
Denmark	Granted	93300016.8	0555950	18/12/1996	Avecia Limited
France	Granted	93300016.8	0555950	18/12/1996	Avecia Limited
Germany	Granted	93300016.8	69306604.0	18/12/1996	Avecia Limited
Japan	Filing Receipt	20964/93			Zeneca Limited, assignment to Avecia Limited pending recordal
Korea, South	Granted	1857/93	254244	01/02/2000	Avecia Limited
Netherlands	Granted	93300016.8	0555950	18/12/1996	Zeneca Limited, assignment to Avecia Limited pending recordal
South Africa	Granted	93/0113	93/0113	27/10/1993	Avecia Limited
Spain	Granted	93300016.8	0555950	18/12/1996	Avecia Limited
Switzerland	Granted	93300016.8	0555950	18/12/1996	Avecia Limited
Taiwan	Granted	82100553	NI-66902	08/11/1994	Avecia Limited
United Kingdom	Granted	93300016.8	0555950	18/12/1996	Avecia Limited
USA	Granted	08/12435	5494511	27/02/1996	Zeneca Limited, assignment to Avecia Limited pending recordal

6. Avecia Case SMC 37484

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
Australia	Granted	61130/94	668291	13/08/1996	Avecia Limited
Austria	Granted	94907634.3	0690745	29/01/1997	Avecia Limited
Belgium	Granted	94907634.3	0690745	29/01/1997	Avecia Limited
Brazil	Filing Receipt	P19406233.1			Zeneca Limited, assignment to Avecia Limited pending recordal
Canada	Filing Receipt	2156434			Avecia Limited
Denmark	Granted	94907634.3	0690745	29/01/1997	Avecia Limited
France	Granted	94907634.3	0690745	29/01/1997	Avecia Limited
Germany	Granted	94907634.3	69401649.7	29/01/1997	Avecia Limited
Greece	Granted	94907634.3	3022427	29/01/1997	Avecia Limited
Italy	Granted	94907634.3	0690745	29/01/1997	Avecia Limited
Japan	Filing Receipt	520396/94			Zeneca Limited, assignment to Avecia Limited pending recordal
Korea, South	Granted	704108/95	301153	22/06/2001	Avecia Limited
Malaysia	Granted	P19400669	MY-110408-A	30/04/1998	Avecia Limited
Netherlands	Granted	94907634.3	0690745	29/01/1997	Zeneca Limited, assignment to Avecia Limited pending recordal
Spain	Granted	94907634.3	0690745	29/01/1997	Avecia Limited
Sweden	Granted	94907634.3	0690745	29/01/1997	Avecia Limited
Switzerland	Granted	94907634.3	0690745	29/01/1997	Avecia Limited
Taiwan	Granted	83101402	NI-76938	27/06/1996	Avecia Limited
United Kingdom	Granted	94907634.3	0690745	29/01/1997	Avecia Limited
USA	Granted	08/525725	5700395	23/12/1997	Zeneca Limited, assignment to Avecia Limited pending recordal

7. Avecia Case SMC 37917X

<u>Country</u>	<u>Status</u>	<u>App.No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
Australia	Granted	12776/95	680084	06/11/1997	Avecia Limited
Austria	Granted	95903873.8	0736070	24/02/1999	Avecia Limited
Belgium	Granted	95903873.8	0736070	24/02/1999	Avecia Limited
Brazil	Granted	P19408366.5	P19408366.5	17/10/2000	Avecia Limited
Canada	Granted	2179749	2179749	28/08/2001	Avecia Limited
Denmark	Granted	95903873.8	0736070	24/02/1999	Avecia Limited
France	Granted	95903873.8	0736070	24/02/1999	Avecia Limited
Germany	Granted	95903873.8	69416695.2	24/02/1999	Avecia Limited
India	Filing Receipt	1555/DEL/94			Zeneca Limited, assignment to Avecia Limited pending recordal
Italy	Granted	95903873.8	0736070	24/02/1999	Avecia Limited
Japan	Filing Receipt	517268/95			Zeneca Limited, assignment to Avecia Limited pending recordal
Korea, South	Granted	703384/96	355219	23/09/2002	Avecia Limited
Mexico	Granted	949648	194290	26/11/1999	Avecia Limited
Netherlands	Granted	95903873.8	0736070	24/02/1999	Zeneca Limited, assignment to Avecia Limited pending recordal
Portugal	Granted	95903873.8	0736070	24/02/1999	Avecia Limited
Spain	Granted	95903873.8	0736070	24/02/1999	Avecia Limited
Sweden	Granted	95903873.8	0736070	24/02/1999	Avecia Limited
Switzerland	Granted	95903873.8	0736070	24/02/1999	Avecia Limited
Taiwan	Granted	83111148	NI-76892	25/06/1996	Avecia Limited
United Kingdom	Granted	95903873.8	0736070	24/02/1999	Avecia Limited
USA	Granted	08/596179	5753022	19/05/1998	Zeneca Limited, assignment to Avecia Limited pending recordal

8. Avecia Case SMC 40120X

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
Australia	Granted	24516/95	681522	18/12/1997	Avecia Limited
Austria	Granted	95918685.9	0765356	14/04/1999	Avecia Limited
Belgium	Granted	95918685.9	0765356	14/04/1999	Avecia Limited
Brazil	Filing Receipt	P19507998.0			Zeneca Limited, assignment to Avecia Limited pending recordal
Canada	Filing Receipt	2191469			Avecia Limited
China	Granted	95194466.5	95194466.5	05/09/2001	Avecia Limited
Denmark	Granted	95918685.9	0765356	14/04/1999	Avecia Limited
Finland	Filing Receipt	964986			Avecia Limited
France	Granted	95918685.9	0765356	14/04/1999	Avecia Limited
Germany	Granted	95918685.9	69509088.7	14/04/1999	Avecia Limited
Greece	Granted	95918685.9	0765356	14/04/1999	Avecia Limited
Italy	Granted	95918685.9	0765356	14/04/1999	Avecia Limited
Japan	Filing Receipt	501774/96			Zeneca Limited, assignment to Avecia Limited pending recordal
Korea, South	Granted	707129/96	353191	05/09/2002	Avecia Limited
Malaysia	Granted	P19501464	MY-112621-A	31/07/2001	Avecia Limited
Mexico	Filing Receipt	966337			Avecia Limited
Netherlands	Granted	95918685.9	0765356	14/04/1999	Zeneca Limited, assignment to Avecia Limited pending recordal
Norway	Granted	19965335	311840	04/02/2002	Avecia Limited
Poland	Granted	P-317652	181861	01/03/2001	Avecia Limited
Portugal	Granted	95918685.9	0765356	14/04/1999	Avecia Limited
Spain	Granted	95918685.9	0765356	14/04/1999	Avecia Limited
Sweden	Granted	95918685.9	0765356	14/04/1999	Avecia Limited
Switzerland	Granted	95918685.9	0765356	14/04/1999	Avecia Limited
Taiwan	Granted	84104934	NI-085901	01/05/1997	Avecia Limited
United Kingdom	Granted	95918685.9	0765356	14/04/1999	Avecia Limited
USA	Granted	08/750531	5785894	28/07/1998	Avecia Limited
USA (continuation)	Granted	09/093408	6191253	20/02/2001	Avecia Limited

9. Avecia Case SMC 60010

Country	Status	App No	Patent No	Granted	Registered Owner
Australia	Granted	36168/95	686464	21/05/1998	Avecia Limited
Austria	Granted	95933556.3	0789717	23/12/1998	Avecia Limited
Belgium	Granted	95933556.3	0789717	23/12/1998	Avecia Limited
Brazil	Granted	PI 9509454.7	PI 9509454.7	05/08/2003	Avecia Limited
Canada	Filing Receipt	2198135			Avecia Limited
Denmark	Granted	95933556.3	0789717	23/12/1998	Avecia Limited
France	Granted	95933556.3	0789717	23/12/1998	Avecia Limited
Germany	Granted	95933556.3	69506910.1	23/12/1998	Avecia Limited
Greece	Granted	95933556.3	3028874	23/12/1998	Avecia Limited
Italy	Granted	95933556.3	0789717	23/12/1998	Avecia Limited
Japan	Filing Receipt	515115/96			Zeneca Limited, assignment to Avecia Limited pending recordal
Korea, South	Granted	702861/97	408922	27/11/2003	Avecia Limited
Malaysia	Granted	PI 9503293	MY-113204-A	31/12/2001	Avecia Limited
Netherlands	Granted	95933556.3	0789717	23/12/1998	Zeneca Limited, assignment to Avecia Limited pending recordal
Portugal	Granted	95933556.3	0789717	23/12/1998	Avecia Limited
Spain	Granted	95933556.3	0789717	23/12/1998	Avecia Limited
Sweden	Granted	95933556.3	0789717	23/12/1998	Avecia Limited
Switzerland	Granted	95933556.3	0789717	23/12/1998	Avecia Limited
Taiwan	Granted	84111073	NI-100079	14/05/1999	Avecia Limited
Thailand	Filing Receipt	028595			Avecia Limited
United Kingdom	Granted	95933556.3	0789717	23/12/1998	Avecia Limited
USA	Granted	08/817657	6117935	12/09/2000	Zeneca Limited, assignment to Avecia Limited pending recordal

10. Avecia Case SMC 60018

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
Australia	Granted	39903/95	694286	05/11/1998	Avecia Limited
Austria	Granted	95938544.4	0804510	08/09/1999	Avecia Limited
Belgium	Granted	95938544.4	0804510	08/09/1999	Avecia Limited
Brazil	Filing Receipt	P19510198.5			Avecia Limited
Canada	Filing Receipt	2206740			Avecia Limited
China	Granted	95197386.X	ZL95197386.X	22/05/2002	Avecia Limited
Czech Republic	Granted	PV1997-2284	289337	06/11/2001	Avecia Limited
France	Granted	95938544.4	0804510	08/09/1999	Avecia Limited
Germany	Granted	95938544.4	69512087.5	08/09/1999	Avecia Limited
Hong Kong	Granted	98102449.6	1003269	28/04/2000	Avecia Limited
India	Filing Receipt	2293/DEL/95			Zeneca Limited, assignment to Avecia Limited pending recordal
Indonesia	Granted	P960115	ID0004309	13/09/1999	Zeneca Limited, assignment to Avecia Limited pending recordal
Italy	Granted	95938544.4	0804510	08/09/1999	Avecia Limited
Japan	Filing Receipt	511174/96			Zeneca Limited, assignment to Avecia Limited pending recordal
Korea, South	Granted	704901/97	406649	10/11/2003	Avecia Limited
Malaysia	Granted	P19600203	MY-113229-A	31/12/2001	Avecia Limited
Mexico	Granted	975357	197293	30/06/2000	Avecia Limited
Netherlands	Granted	95938544.4	0804510	08/09/1999	Zeneca Limited, assignment to Avecia Limited pending recordal
Singapore	Granted	9706110-5	53334	30/03/1999	Avecia Limited
Slovak Republic	Granted	PV989/97	282191	03/09/2001	Avecia Limited
South Africa	Granted	95/10624	95/10624	25/09/1996	Avecia Limited
Spain	Granted	95938544.4	0804510	08/09/1999	Avecia Limited
Taiwan	Granted	84113004	NI-94998	21/06/1998	Avecia Limited
Thailand	Filing Receipt	029591			Avecia Limited
United Kingdom	Granted	95938544.4	0804510	08/09/1999	Avecia Limited
USA	Granted	08/875071	5744590	28/04/1998	Zeneca Limited, assignment to Avecia Limited pending recordal

11. Avecia Case SMC 60019

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
Australia	Granted	39902/95	694285	05/11/1998	Avecia Limited
Belgium	Granted	95938543.6	0804509	24/07/2002	Avecia Limited
Brazil	Granted	PI 9510230.2	PI9510230.2	09/12/2003	Zeneca Limited, assignment to Avecia Limited pending recordal
Canada	Filing Receipt	2208742			Avecia Limited
China	Granted	95197385.1	95197385.1	11/09/2002	Avecia Limited
Czech Republic	Granted	PV1997-2283	289924	27/02/2002	Avecia Limited
Denmark	Granted	95938543.6	0804509	24/07/2002	Avecia Limited
France	Granted	95938543.6	0804509	24/07/2002	Avecia Limited
Germany	Granted	95938543.6	69527545.3	24/07/2002	Avecia Limited
Hong Kong	Granted	98102458.4	1003386	22/11/2002	Avecia Limited
India	Filing Receipt	2294/DEL/95			Zeneca Limited, assignment to Avecia Limited pending recordal
Indonesia	Granted	P960116	ID0004929	10/04/2000	Zeneca Limited, assignment to Avecia Limited pending recordal
Japan	Filing Receipt	522094/96			Zeneca Limited, assignment to Avecia Limited pending recordal
Korea, South	Granted	704900/97	406648	10/12/2003	Avecia Limited
Malaysia	Granted	PI9600207	MY-113896-A	29/06/2002	Avecia Limited
Mexico	Granted	975128	198197	22/08/2000	Avecia Limited
Netherlands	Granted	95938543.6	0804509	24/07/2002	Avecia Limited
Singapore	Granted	9704496-0	45658	30/03/1999	Avecia Limited
Slovak Republic	Granted	PV988/97	283764	29/10/2003	Avecia Limited
South Africa	Granted	95/10619	95/10619	25/09/1996	Avecia Limited
Spain	Granted	95938543.6	0804509	24/07/2002	Avecia Limited
Switzerland	Granted	95938543.6	0804509	24/07/2002	Avecia Limited
Taiwan	Granted	84113005	NI-97270	13/04/2000	Avecia Limited
Thailand	Filing Receipt	029628			Avecia Limited
United Kingdom	Granted	95938543.6	0804509	24/07/2002	Avecia Limited
USA	Granted	08/875073	5919915	06/07/1999	Zeneca Limited, assignment to Avecia Limited pending recordal

12. Avecia Case SMC 60109

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
Australia	Granted	73125/96	704870	12/08/1999	Avecia Limited
Brazil	Granted	P19611767.2	P19611767.2	03/09/2002	Avecia Limited
Canada	Filing Receipt	2236752			Avecia Limited
China	Granted	96198682.4	96198682.4	11/09/2002	Avecia Limited
Germany	Granted	96935021.4	69609423.1	19/07/2000	Avecia Limited
Japan	Filing Receipt	520244/97			Zeneca Limited, assignment to Avecia Limited pending recordal
Korea, South	Filing Receipt	704042/98			Avecia Limited
Malaysia	Filing Receipt	P19604990			Avecia Limited
Mexico	Granted	983657	201197	03/04/2001	Avecia Limited
Netherlands	Granted	96935021.4	0863795	19/07/2000	Avecia Limited
Norway	Filing Receipt	19982471			Avecia Limited
Poland	Filing Receipt	P-326885			Zeneca Limited, assignment to Avecia Limited pending recordal
Russian Fed	Granted	98112011	2170742	20/07/2001	Avecia Limited
Singapore	Granted	9802951-5	53722	21/09/1999	Avecia Limited
Taiwan	Granted	85113317	NI-090044	21/10/1997	Avecia Limited
Thailand	Filing Receipt	034182			Avecia Limited
United Kingdom	Granted	96935021.4	0863795	19/07/2000	Avecia Limited
USA	Granted	09/077866	6051627	18/04/2000	Zeneca Limited, assignment to Avecia Limited pending recordal

13. Avecia Case SMC 60150

Country	Status	App No	Patent No	Granted	Registered Owner
Brazil	Filing Receipt	PI9708886.2			
China	Granted	97194377.X	ZL97194377.X	17/12/2003	Avecia Limited
Europe	Filing Receipt	97915580.1			Avecia Limited
Japan	Filing Receipt	539616/97			Zeneca Limited, assignment to Avecia Limited pending recordal
Korea, South	Filing Receipt	708853/98			Avecia Limited
USA	Granted	09/180196	6069210	30/05/2000	Zeneca Limited, assignment to Avecia Limited pending recordal
USA (continuation)	Granted	08/964017	5981624	09/11/1999	Zeneca Limited, assignment to Avecia Limited pending recordal

14. Avecia Case SMC 60191

Country	Status	App No	Patent No	Granted	Registered Owner
Canada	Filing Receipt	2268117			Avecia Limited
China	Granted	97199120.0	97199120.0	30/04/2003	Avecia Limited
Europe	Filing Receipt	97943983.3			Avecia Limited
India	Filing Receipt	2897/DEL/97			Zeneca Limited, assignment to Avecia Limited pending recordal
Japan	Filing Receipt	521115/98			Zeneca Limited, assignment to Avecia Limited pending recordal
Korea, South	Filing Receipt	7003840/99			Avecia Limited
Malaysia	Filing Receipt	PI9704658			Avecia Limited
South Africa	Granted	97/9027	97/9027	29/07/1998	Avecia Limited
Taiwan	Granted	86114755	NI-142815	18/02/2002	Avecia Limited
Thailand	Filing Receipt	040180			Avecia Limited
USA	Granted	09/297362	6197877	06/03/2001	Zeneca Limited, assignment to Avecia Limited pending recordal

15. Avecia Case SMC 60244

<u>Country Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
Europe	Filing Receipt 98944077.1			Avecia Limited

16. Avecia Case SMC 60292

<u>Country Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
Europe	Filing Receipt 99910496.1			Avecia Limited
Japan	Filing Receipt 2000-540922			Avecia Limited
USA	Granted 09/647319	6599947	29/07/2003	Avecia Limited

17. Avecia Case SMC 60297

<u>Country Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
Europe	Filing Receipt 99918117.5			Avecia Limited
Japan	Filing Receipt 2000-545919			Avecia Limited
USA	Filing Receipt 09/674270			Avecia Limited

18. Avecia Case SMC 60298

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
Austria	Granted	99947040.4	1088018	17/12/2003	Avecia Limited
Belgium	Granted	99947040.4	1088018	17/12/2003	Avecia Limited
Canada	Filing Receipt	2337199			Avecia Limited
France	Granted	99947040.4	1088018	17/12/2003	Avecia Limited
Germany	Granted	99947040.4	1088018	17/12/2003	Avecia Limited
Greece	Granted	99947040.4	1088018	17/12/2003	Avecia Limited
Italy	Granted	99947040.4	1088018	17/12/2003	Avecia Limited
Netherlands	Granted	99947040.4	1088018	17/12/2003	Avecia Limited
Spain	Granted	99947040.4	1088018	17/12/2003	Avecia Limited
Sweden	Granted	99947040.4	1088018	17/12/2003	Avecia Limited
Switzerland	Granted	99947040.4	1088018	17/12/2003	Avecia Limited
United Kingdom	Granted	99947040.4	1088018	17/12/2003	Avecia Limited
USA	Granted	09/674273	6562897	13/05/2003	Avecia Limited
USA (divisional)	Filing Receipt	10/402930			Avecia Limited

19. Avecia Case SMC 60299

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
China	Filing Receipt	99808139.6			Avecia Limited
Europe	Filing Receipt	99918177.9			Avecia Limited
India	Filing Receipt	PCT/00/00513MUM			Avecia Limited
Japan	Filing Receipt	2000-546873			Avecia Limited
USA	Filing Receipt	09/674272			Avecia Limited

20. Avecia Case SMC 60374

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
China	Filing Receipt	00814378.1			Avecia Limited
Europe	Filing Receipt	00954756.3			Avecia Limited
India	Filing Receipt	PCT/02/00157MUM			Avecia Limited
Japan	Filing Receipt	2001-518798			Avecia Limited
USA	Granted	10/069420	6641655	04/11/2003	Avecia Limited

21. Avecia Case SMC 60383

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
Brazil	Filing Receipt	P/0013980.7			Avecia Limited
Canada	Filing Receipt	2381764			Avecia Limited
China	Filing Receipt	00813026.4			Avecia Limited
Europe	Filing Receipt	00956686.0			Avecia Limited
India	Filing Receipt	PCT/02/00155MUM			Avecia Limited
Japan	Filing Receipt	2001-524718			Avecia Limited
Korea, South	Filing Receipt	10-2002-7003543			Avecia Limited
Mexico	Filing Receipt	PA/a/2002/001810			Avecia Limited
USA	Filing Receipt	10/088305			Avecia Limited

22. Avecia Case SMC 60400

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
China	Filing Receipt	00814782.5			Avecia Limited
France	Granted	00960849.8	1228118	12/11/2003	Avecia Limited
Germany	Granted	00960849.8	60006571.5	12/11/2003	Avecia Limited
India	Filing Receipt	PCT/02/00388MUM			Avecia Limited
Japan	Filing Receipt	2001-533878			Avecia Limited
United Kingdom	Granted	00960849.8	1228118	12/11/2003	Avecia Limited
USA	Filing Receipt	10/111606			Avecia Limited

23. Avecia Case SMC 60422

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
Brazil	Filing Receipt	P10110199.4			Avecia Limited
Canada	Filing Receipt	2406230			Avecia Limited
China	Filing Receipt	01811441.5			Avecia Limited
Europe	Filing Receipt	01917307.9			Avecia Limited
India	Filing Receipt	PCT/02/01418MUM			Avecia Limited
Japan	Filing Receipt	2001-578077			Avecia Limited
Korea, South	Filing Receipt	10-2002-7014086			Avecia Limited
Mexico	Filing Receipt	PA/a/2002/010257			Avecia Limited
Taiwan	Filing Receipt	90108534			Avecia Limited
USA	Filing Receipt	10/257132			Avecia Limited

24. Avecia Case SMC 60428

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
Brazil	Filing Receipt	PI0111459.0			Avecia Limited
Canada	Filing Receipt	2409383			Avecia Limited
China	Filing Receipt	01810901.2			Avecia Limited
Europe	Filing Receipt	01929872.8			Avecia Limited
India	Filing Receipt	PCT/02/01661MUM			Avecia Limited
Japan	Filing Receipt	2002-502026			Avecia Limited
Korea, South	Filing Receipt	10-2002-7016471			Avecia Limited
Mexico	Filing Receipt	PA/a/2002/011983			Avecia Limited
Taiwan	Filing Receipt	90112540			Avecia Limited
USA	Filing Receipt	10/297324			Avecia Limited

25. Avecia Case SMC 60435

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
Australia	Filing Receipt	275751/01			Avecia Limited
Canada	Filing Receipt	2418651			Avecia Limited
China	Filing Receipt	01817038.2			Avecia Limited
Europe	Filing Receipt	01953263.9			Avecia Limited
India	Filing Receipt	PCT/03/213MUMNP			Avecia Limited
Japan	Filing Receipt	2002-521564			Avecia Limited
Taiwan	Granted	90119629	NI-179941	21/06/2003	Avecia Limited
USA	Filing Receipt	10/344553			Avecia Limited

26. Avecia Case SMC 60450

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
Europe	Filing Receipt	01976477.8			Avecia Limited
USA	Filing Receipt	10/398166			Avecia Limited

27. Avecia Case SMC 60469

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
Brazil	Filing Receipt	P10208291.8			Avecia Limited
China	Filing Receipt	02806825.4			Avecia Limited
Europe	Filing Receipt	02715506.8			Avecia Limited
India	Filing Receipt	01491/DELNP/2003			Avecia Limited
Malaysia	Filing Receipt	P120020983			Avecia Limited
Taiwan	Filing Receipt	91101054			Avecia Limited
Thailand	Filing Receipt	072445			Avecia Limited
USA	Unconfirmed Filing				Avecia Limited

28. Avecia Case SMC 60473

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
China	Unconfirmed Filing				Avecia Limited
Europe	Filing Receipt	02714325.4			Avecia Limited
India	Filing Receipt	01622/DELNP/2003			Avecia Limited
Japan	Filing Receipt	2002-583077			Avecia Limited
Taiwan	Filing Receipt	091105671			Avecia Limited
USA	Unconfirmed Filing				Avecia Limited

29. Avecia Case SMC 60493

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
PCT	IPE Requested	PCT/GB02/004950			Avecia Limited
Taiwan	Filing Receipt	091133828			Avecia Limited

30. Avecia Case SMC 60502

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
PCT	IPE Requested	PCT/GB03/000601			Avecia Limited
Taiwan	Filing Receipt	092103526			Avecia Limited

31. Avecia Case SMC 60505

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>Patent No</u>	<u>Granted</u>	<u>Registered Owner</u>
PCT	IPE Requested	PCT/GB03/000718			Avecia Limited
Taiwan	Filing Receipt	092104518			Avecia Limited

32. Avecia Case SMC 60573

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Registered Owner</u>
United Kingdom	Filing Receipt	0304941.8	05/03/2003	Avecia Limited

33. Avecia Case SMC 60581

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Registered Owner</u>
United Kingdom	Filing Receipt	0308864.8	17/04/2003	Avecia Limited

34. Avecia Case SMC 60585

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Registered Owner</u>
United Kingdom	Filing Receipt	0311121.8	15/05/2003	Avecia Limited

35. Avecia Case SMC 60602

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Registered Owner</u>
United Kingdom	Filing Receipt	0316339.1	12/7/2003	Avecia Limited

36. Avecia Case SMC 60603

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Registered Owner</u>
United Kingdom	Filing Receipt	0316857.2	18/07/2003	Avecia Limited

37. Avecia Case SMC 60616

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Registered Owner</u>
United Kingdom	Filing Receipt	0319647.4	21/08/2003	Avecia Limited

38. Avecia Case SMC 60617

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Registered Owner</u>
United Kingdom	Filing Receipt	0319649.0	21/08/2003	Avecia Limited

39. Avecia Case SMC 60624

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Registered Owner</u>
United Kingdom	Filing Receipt	0324950.5	25/10/2003	Avecia Limited

40. Avecia Case SMC 60628

<u>Country</u>	<u>Status</u>	<u>App No</u>	<u>App Date</u>	<u>Registered Owner</u>
United Kingdom	Filing Receipt	0325537.9	01/11/2003	Avecia Limited

Schedule 2**Third Party Licences**

1. Hyperdispersants Licence by ZSC Specialty Chemicals UK Limited (now Avecia Limited) to Zeneca Limited (now Syngenta Limited) dated 30 June 1999 (as subsequently amended.)
2. Agreement between Zeneca Limited and Imperial Chemical Industries plc dated 27 May 1993 relating to non colourants (assigned to Avecia Limited by Zeneca Limited on 30 June 1999).

SIGNED by AVECIA LIMITED
by its Attorney

Phil V...
Attorney

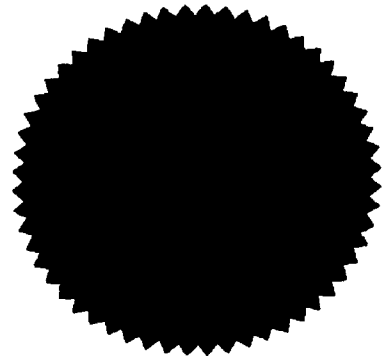
SIGNED by THE LUBRIZOL
CORPORATION

Sworn to or affirmed before me and subscribed in my presence the ³⁰ day of January
2004 AT LONDON, ENGLAND BY JOHN PETER URI, WHO IDENTIFIED
HIMSELF TO ME BY MEANS OF HIS BRITISH PASSPORT, N. 024775527

[Signature] Lt

Notary Public

D.N.L. FAWCETT
Scrivener Notary of London, England
My Commission expires with life



SIGNED by AVECIA LIMITED
by its attorney

Attorney

SIGNED by THE LUBRIZOL
CORPORATION

DN Byn, Vice President

Sworn to or affirmed before me and subscribed in my presence the 2nd day of January
2004

Nancy S. Dedek

Notary Public

NANCY S. DEDEK
Notary Public, STATE OF OHIO
My Commission Expires December 11, 2005
(Recorded in Lake County)