

1022701-000772

ASSIGNMENT

THIS ASSIGNMENT, by RHODIA CHIMIE, a corporation of FRANCE, (hereinafter referred to as the assignor), having its current principal place of business at 40, rue de la Haie Coq, 93306 Aubervilliers Cedex, France, witnesseth:

WHEREAS, the said assignor is the owner by virtue of an Assignment recorded at Reel/Frame 9526/0767 of inventions pertaining to certain new and useful improvements in:

**WATER-REDISPERSIBLE POWDERS OF FILM-FORMING POLYMERS
PREPARED FROM ETHYLENICALLY UNSATURATED MONOMERS**

set forth in an application for Letters Patent of the United States, bearing Serial No. 09/101,474, filed January 8, 1997, now U.S. Patent No. 6,080,806 and

WHEREAS, HEXION SPECIALTY CHEMICALS, INC., a corporation of the United States, having its principal place of business at 180 East Broad Street, Columbus, Ohio 43215 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said Letters Patent of the United States:

NOW, THEREFORE, for One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the said assignor by these presents does assign, transfer and set over, unto the said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned Letters Patent, and in and to any and all divisions,

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continuations, or reissues of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representative and assigns, to the full end of the term or terms for which said Letters Patent have been granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this assignment not been made.

AND for the same consideration, the said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and the Letters Patent above mentioned, and that the same are unencumbered and that the said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the said assignor hereby covenants and agrees to and with the said assignee, its successors, legal representatives and assigns, that the said assignor will, whenever counsel of the said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation of any application for Letters Patent, or any reissue of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and

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documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignor, its successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

Date: April 4, 2006

RHODIA CHIMIE

By:


Daniel Delos
Chef du Service -
Direction de la Propriété Industrielle