



To the Honorable Commissione

103385044

attached original documents or copy thereof.

## 1. Name and address of conveying party(ies):

Name: Sun Smart, Inc.Street Address: 3894 Courtney Street, Suite 180City: BethlehemState: PA ZIP: 18017Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of Conveyance:

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

Execution Date: February 1, 2006

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

Name: BASF Corporation

Internal Address: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: 100 Campus DriveCity: Florham ParkState: NJ ZIP: 07932Additional name(s) and address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration numbers:

*If being submitted with New Application, execution date of application is:*

## A. Patent Application No.(s)

B. Patent No.(s) 5,756,788  
5,486,631  
6,045,650Additional numbers attached? ☐ Yes ☒ No

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

Name: Kathleen M. WilliamsInternal Address: Edwards, Angell, Palmer & Dodge LLPStreet Address: P.O. Box 55874City: Boston State: MA ZIP: 022056. Total number of application and patents involved: 37. Total fee (37 CFR 3.41) ..... \$ 120.00☐ Enclosed☒ Authorized to charge deficiencies to deposit account8. Deposit account number: 04-1105 Ref. 225651/1100

(Attach duplicate copy of this page if paying by deposit account)

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.

Mark J. FitzGerald

Name of Person Signing

Signature

Date March 15, 2007Total number of pages comprising cover sheet attachment and document: 1

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment and Recordation Services, Commissioner of Patents and Trademarks,  
P.O. Box 1450, Alexandria, VA 22313-1450

PATENT

REEL: 019055 FRAME: 0081

OFFICE OF PATENT RECORDATION  
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FINANCE SECTION

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## ASSIGNMENT AND LICENSE

This Assignment and License is between Sun Smart, Inc. ("Assignor") and BASF Corporation ("BASF") and is dated as of February 1, 2006.

1. Assignment. Assignor hereby assigns and transfers to BASF all of Assignor's right, title and interest in the patents and patent applications listed on Schedule 1 to this Assignment and License (collectively, the "Assigned Patents"). Assignor agrees to use its best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws and regulations to complete the effective sale and transfer of the Assigned Patents to BASF. Assignor agrees to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement the assignment of the Assigned Patents to BASF. Assignor hereby constitutes and appoints BASF and its successors and assigns as the true and lawful attorney of Assignor with full power of substitution to institute and prosecute all proceedings which BASF may in its sole discretion deem proper in order to assert or enforce any right, title or interest in, to or under the Assigned Patents, and to defend or compromise any and all actions, suits or proceedings in respect of the Assigned Patents.

2) License. BASF hereby grants to Assignor, an exclusive, paid up, world wide, royalty free license, with the right to sublicense, of the Assigned Patents, to make, have made, use, offer to sell, sell, import, lease or otherwise sell the products described and claimed in the Assigned Patents, and to practice and have practiced any method(s) described and claimed in the Assigned Patents; provided that such license shall not include, and Assignor shall not be permitted under such license to engage in, making, having made, using, offering to sell, selling, importing, leasing or otherwise selling microfine zinc oxide for use as a topical human sunscreen agent.

3) General. This Assignment and License shall be governed by and construed in accordance with the laws of the State of New Jersey. This Assignment and License sets forth the entire agreement of the parties with respect to the subject matter hereof, supersedes any other previous agreements written or oral, and may be amended or waived only in writing signed by both parties. This Assignment and License may be executed in counterparts, each of which shall be an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment and License as of the date first above written.

SUN SMART, INC.

By: 

Mark Mitchnick  
Chief Executive Officer

BASF CORPORATION

By: 

Name:

Title:

V.P. Legal

**SCHEDULE 1**

**ASSIGNED PATENTS**

**Z-cote Patents**

**“Visibly Transparent UV Sunblock Agents and Methods of Making Same”**

EP (France, Germany, UK) Patent No. 0585239

Australia Patent No. 668,862

Japan Application No. 4-506443

**HP-1 Patents**

**“Cosmetic Composition Containing Hydrophobized Zinc Oxide”, or “Silicone Polymer-Coated Hydrophobized Metal Oxides”, or “Silicone Polymers for the Modification of Zinc Oxide”**

US Patent No. 5,756,788

US Patent No. 5,486,631

US Patent No. 6,045,650

Canada Application No. 2236593

Australia Patent No. 703782

EP (AT, BE, CH, LI, DK,  
DE, ES, FI, FR, UK,  
GR, IE, IT, LU, MC,  
NL, PT, SE) Application No. 0869762

Japan Application No. 09-517349

**Process Patent**

**“Hydrophilic Materials and their Method of Preparation”**

US Patent No. 6,045,650