

09-11-2007

rm Cover Sheet U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office**PATENT**

103443689

To The Honorable Commissioner of Patents

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

9.7.07

Akzo Nobel Chemicals N.V.

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

Name: Balchem Italia S.r.l.Additional names(s) of conveying party(ies) \_\_\_ Yes ☒ NoInternal Address: Via del Porto

3. Nature of conveyance:

☒ Assignment  
☐ Security Agreement  
☐ Other
 ☐ Merger  
☐ Change of Name
Marano Ticino (Novara), Italy

Street Address:

Execution Date: April 30, 2007

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Additional names(s) & address(es)? \_\_\_ Yes ☒ No

4. Application number(s) or registration numbers:

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):

**See attached sheet****See attached sheet**Additional numbers attached: ☒ Yes \_\_\_ No

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

Name: Ronald J. Baron, Esq.Internal Address: Hoffmann & Baron, LLP6900 Jericho TurnpikeSyosset, New York 117916. Total number of applications and patents involved: 17. Total Fee (37 CFR 3.41):.....\$ 200.00

\_\_\_ Enclosed - Any excess or insufficiency should be credited or debited to deposit account.

☒ Authorized to be charged to deposit account.8. Deposit account no: 08-2461**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.

Name of Person Signing Ellen N. Hollcroft

Signature

Date: 9/5/2007Total number of pages including cover sheet, attachments, and document: 8

09/10/2007 MJAMA1 00000016 082461 11632088

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**PATENT****REEL: 019817 FRAME: 0945**

**Assignment to Balchem Italia S.r.l.**

<b><u>U.S. Serial No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Title</u></b>	<b><u>Our Docket</u></b>
11/632,088	03/22/2007	Composition comprising Choline Hydroxide and Process for Preparing the Same	1001-103 PCT/US

<b><u>U.S. Patent No.</u></b>	<b><u>Issue Date</u></b>	<b><u>Title</u></b>	<b><u>Our Docket</u></b>
5,478,950	12/26/1995	Process for Producing Pyrrolidones and N-Alkyl Pyrrolidones	1001-105 PCT/US
5,536,849	07/16/1996	Process for Producing Gamma-Butyrolactone	1001-107
6,624,327 B1	09/23/2003	Process for Preparing Betaines	1001-108 PCT/US
7,030,060 B1	04/18/2006	Rest-Breaking Composition and Use Thereof	1001-104 PCT/US

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## Patent Master Assignment Agreement

### Between:

1. **Akzo Nobel N.V.** a public limited liability company incorporated in The Netherlands, with corporate seat in Arnhem, and whose address is at Velperweg 76, 6824 BM Arnhem, The Netherlands (the "**Assignor**"); and
2. **Balchem Italia S.r.l.** a company organized under the laws of Italy, with registered office and place of business at Via del Porto, Marano Ticino (Novara), Italy (the "**Assignee**").

### Whereas:

- (A) This Agreement is being entered into pursuant to and in connection with the Sale and Purchase Agreement dated March 30, 2007 (hereinafter "the SPA") between Akzo Nobel Chemicals S.p.A. ("Seller") and Balchem B.V. ("Purchaser");
- (B) The Assignor is an affiliated company of Seller and the Assignee is a wholly owned subsidiary of Purchaser; and
- (C) The parties have agreed that the Assignor shall sell and transfer and the Assignee shall purchase and accept certain Patents of the Assignor relating to the business carried on by Seller.

### Whereby it is agreed as follows:

#### 1. DEFINITIONS

- 1.1 All capitalised words shall have the meaning as defined in the SPA unless stated otherwise in this agreement (this "**Agreement**").
- 1.2 "**Patents**" means the patents listed in Schedule 1 attached hereto, and all continuations, continuations-in-part, reissues, divisions, renewals and extensions thereof.
- 1.3 The provisions of the SPA shall apply to this Agreement unless otherwise herein expressly stated. In the case of any inconsistency between this Agreement and the SPA, the provisions of the SPA shall prevail.

#### 2. PURPOSE AND EFFECT

2. Subject to clause 2.2, the Assignor hereby sells, assigns, conveys, transfers and delivers to the Assignee (or to such person as the Assignee designates), who accepts, all the Assignor's rights, interests and title (legal and beneficial) in and to the Patents and all other rights, privileges and benefits contained therein and pertaining thereto. This transfer shall be effective as at the date hereof.
- 2.1 Any assets, rights and properties of the Assignor which are not expressly transferred under clause 2.1 above are excluded from the transfer of the Patents under this Agreement.
- 2.2 At any time, or from time to time, after the Closing, but in any event within 6 (six) months after Closing, the Assignee shall prepare and shall take on its own responsibility and on its own costs all

such further steps and all such further documents as the Assignee may reasonably require for the purpose of vesting in the full legal ownership and for the purpose of effecting the recording thereof (where appropriate), in the Patents registries for the Patents around the world. At the request and at the expense of the Assignee, the Assignor shall arrange for appropriate signatures on such documents and, if so needed, notarization and/or legalization thereof.

- 2.3 The Assignee shall hold all rights of ownership (legal and beneficial) and use over the Patents previously held by the Assignor and shall be entitled to assign them, licence them, use them, maintain them or abandon them as it wishes, as of the date hereof.
- 2.4 In case the Assignee wishes to maintain the Patents, it shall pay the annuities as from the date hereof.

3. **GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement is governed exclusively by and construed in accordance with Dutch law.

The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation. If the matter cannot be resolved in the normal course of business, any interested Party shall give the other Parties written notice of any such dispute not resolved, after which the dispute shall be referred to more managing directors of all Parties, who shall likewise attempt to resolve the dispute.

All disputes, controversies or claims arising out of or in connection with this Agreement, including the breach, termination or invalidity of it, which are unresolved by the Managing Directors of the Assignor and the Assignee pursuant to this clause, shall be referred to and finally settled in accordance with the UNCITRAL Arbitration Rules (Arbitration Rules of the United Nations Commission of International Trade Laws) then prevailing by one (1) arbitrator appointed in accordance with those Rules. The language of the arbitration shall be English.

4. **TERMINATION**

This Agreement may not be terminated or rescinded in whole or in part.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on April 30, 2007.

Akzo Nobel N.V.

Per: 

Name: A.J.A.J. Eijbouts

Title: General Counsel

Balchem Italia S.r.l.

Per: 

Name: DINO A. Rossi

Title: SOLE DIRECTOR

Akzo Nobel N.V.

Per: 

Name: P.C. Schalkwijk

Title: Director Intellectual Property

**Schedule 1**

AR	Published	Rest-breaking composition and use thereof.	P 000103638	14-Jul-00	16-Jul-99	99072342.4	EP
AU	Granted	Rest-breaking composition and use thereof.	5269000	16-Jan-02	762784	18-Mar-04	EP
BR	Pending	Rest-breaking composition and use thereof.	PI 0012518-0	16-Jan-02			EP
CL	Pending	Rest-breaking composition and use thereof.	18/16-2000	14-Jul-00			EP
DE	Granted	Rest-breaking composition and use thereof.	00946250.5	3-Jul-00	1194038	24-Sep-03	EP
EG	Granted	Rest-breaking composition and use thereof.	9102000	16-Jul-00	22461	24-Sep-03	EP
EP	Granted	Rest-breaking composition and use thereof.	00946250.5-2110	3-Jul-00	1194038	24-Sep-03	EP
ES	Granted	Rest-breaking composition and use thereof.	00946250.5	3-Jul-00	1194038	24-Sep-03	EP
FR	Granted	Rest-breaking composition and use thereof.	00946250.5	3-Jul-00	1194038	24-Sep-03	EP
GR	Granted	Rest-breaking composition and use thereof.	00946250.5	3-Jul-00	1194038	24-Sep-03	EP
IT	Granted	Rest-breaking composition and use thereof.	147645	16-Jan-02	47845	24-Sep-03	EP
MX	Granted	Rest-breaking composition and use thereof.	00946250.5	3-Jul-00	1194038	24-Sep-03	EP
NZ	Granted	Rest-breaking composition and use thereof.	PAUA/2002/000581	16-Jan-02	224866	24-Sep-03	EP
PT	Granted	Rest-breaking composition and use thereof.	516634	16-Jan-02	516634	13-Sep-04	EP
TR	Granted	Rest-breaking composition and use thereof.	00946250.5	3-Jul-00	1194038	24-Sep-03	EP
US	Granted	Rest-breaking composition and use thereof.	000772002	16-Jan-02	1194038	24-Sep-03	EP
ZA	Granted	Rest-breaking composition and use thereof.	03122570	16-Jan-02	7030090	21-Apr-03	EP
			036072002	16-Jan-02	036072002	18-Apr-03	EP
BE	Granted	Process for preparing betaines.	00945894.4	6-Jul-00	1200389	22-Sep-04	EP
CA	Pending	Process for preparing betaines.	2380856	26-Jul-02			EP
CN	Granted	Process for preparing betaines.	00811384.X	6-Feb-02	00811384.X	3-Nov-04	EP
DE	Granted	Process for preparing betaines.	00945894.4	6-Jul-00	1200389	22-Sep-04	EP
DK	Granted	Process for preparing betaines.	00945894.4	6-Jul-00	1200389	22-Sep-04	EP
EP	Granted	Process for preparing betaines.	00945894.4	6-Jul-00	1200389	22-Sep-04	EP
ES	Granted	Process for preparing betaines.	00945894.4-2103	6-Jul-00	1200389	22-Sep-04	EP
FR	Granted	Process for preparing betaines.	00945894.4	6-Jul-00	1200389	22-Sep-04	EP
HU	Published	Process for preparing betaines.	00945894.4	6-Jul-00	1200389	22-Sep-04	EP
IN	Allowed	Process for preparing betaines.	P 0702858	6-Feb-02			EP
JP	Granted	Process for preparing betaines.	019407-HE/2002	6-Feb-02			EP
JP	Pending	Process for preparing betaines.	00945894.4	6-Jul-00	1200389	22-Sep-04	EP
MX	Granted	Process for preparing betaines.	515265-2001	6-Feb-02			EP
NL	Granted	Process for preparing betaines.	7001523/2002	4-Feb-02			EP
RU	Granted	Process for preparing betaines.	PAUA/2002/001342	6-Feb-02	224016	8-Nov-04	EP
US	Granted	Process for preparing betaines.	00945894.4	6-Jul-00	1200389	22-Sep-04	EP
			2002105818	6-Mar-02	224465	20-Aug-04	EP
			048576710	2-Mar-02	5624327	23-Sep-03	EP
CA	Pending	Method to stabilize cholinehydride and composition comprising cholinehydride.	2573213	4-Jul-05			EP
CN	Pending	Method to stabilize cholinehydride and composition comprising cholinehydride.	20584023154.1	4-Jul-05			EP
EP	Pending	Method to stabilize cholinehydride and composition comprising cholinehydride.	05758588.7	4-Jul-05			EP
IN	Pending	Method to stabilize cholinehydride and composition comprising cholinehydride.		4-Jul-05			EP
JP	Pending	Method to stabilize cholinehydride and composition comprising cholinehydride.		4-Jul-05			EP
KR	Pending	Method to stabilize cholinehydride and composition comprising cholinehydride.		4-Jul-05			EP
MX	Pending	Method to stabilize cholinehydride and composition comprising cholinehydride.	7000932/2007	4-Jul-05			EP
RU	Pending	Method to stabilize cholinehydride and composition comprising cholinehydride.	MX/97/007000298	4-Jul-05			EP
US	Pending	Method to stabilize cholinehydride and composition comprising cholinehydride.	2007104839	4-Jul-05			EP
			632089/11	4-Jul-05			EP

AT	Granted	Pyridolone	93003000.4	3-Feb-93 0625142	24-Apr-96 DE	7-Feb-92 P 4203527.9
BE	Granted	Pyridolone	93003000.4	3-Feb-93 0625142	24-Apr-96 DE	7-Feb-92 P 4203527.9
BR	Granted	Pyridolone	PI 9305847-0	3-Feb-93 0	27-Jul-99 DE	7-Feb-92 P 4203527.9
CA	Granted	Pyridolone	2126549	5-Aug-94 2126549	23-Sep-97 DE	7-Feb-92 P 4203527.9
CH	Granted	Pyridolone	93003000.4	3-Feb-93 0625142	24-Apr-96 DE	7-Feb-92 P 4203527.9
DK	Granted	Pyridolone	93003000.4	3-Feb-93 0625142	24-Apr-96 DE	7-Feb-92 P 4203527.9
DE	Granted	Pyridolone	93003000.4	3-Feb-93 0625142	24-Apr-96 DE	7-Feb-92 P 4203527.9
EP	Granted	Pyridolone	93003000.4	3-Feb-93 0625142	24-Apr-96 DE	7-Feb-92 P 4203527.9
ES	Granted	Pyridolone	93003000.4	3-Feb-93 0625142	24-Apr-96 DE	7-Feb-92 P 4203527.9
FR	Granted	Pyridolone	93003000.4	3-Feb-93 0625142	24-Apr-96 DE	7-Feb-92 P 4203527.9
GB	Granted	Pyridolone	93003000.4	3-Feb-93 0625142	24-Apr-96 DE	7-Feb-92 P 4203527.9
GR	Granted	Pyridolone	93003000.4	3-Feb-93 0625142	24-Apr-96 DE	7-Feb-92 P 4203527.9
IE	Granted	Pyridolone	93003000.4	3-Feb-93 0625142	24-Apr-96 DE	7-Feb-92 P 4203527.9
IT	Granted	Pyridolone	513734923	3-Feb-93 346219	22-Aug-03 DE	7-Feb-92 P 4203527.9
JP	Granted	Pyridolone	702888/1994	5-Aug-94 0288408	12-Jan-01 DE	7-Feb-92 P 4203527.9
KR	Granted	Pyridolone	93003000.4	3-Feb-93 0625142	24-Apr-96 DE	7-Feb-92 P 4203527.9
LU	Granted	Pyridolone	93003000.4	3-Feb-93 0625142	24-Apr-96 DE	7-Feb-92 P 4203527.9
NL	Granted	Pyridolone	93003000.4	3-Feb-93 0625142	24-Apr-96 DE	7-Feb-92 P 4203527.9
PT	Granted	Pyridolone	93003000.4	3-Feb-93 0625142	24-Apr-96 DE	7-Feb-92 P 4203527.9
SE	Granted	Pyridolone	9302269-5	3-Feb-93 66210	19-Oct-98 DE	7-Feb-92 P 4203527.9
SG	Granted	Pyridolone	284545706	3-Feb-93 5718550	28-Dec-95 DE	7-Feb-92 P 4203527.9
US	Granted	Pyridolone	94111828.3	28-Jul-94 0633565	17-Sep-97 DE	10-Aug-93 P 4326692.4
AT	Granted	Gammabutyrolacton	94111828.3	28-Jul-94 0633565	17-Sep-97 DE	10-Aug-93 P 4326692.4
BE	Granted	Gammabutyrolacton	PI 9403176-9	5-Aug-94 9	4-Apr-00 DE	10-Aug-93 P 4326692.4
BR	Granted	Gammabutyrolacton	94111828.3	28-Jul-94 0633565	17-Sep-97 DE	10-Aug-93 P 4326692.4
CH	Granted	Gammabutyrolacton	94108020 X	25-Jul-94 X	24-Mar-00 DE	10-Aug-93 P 4326692.4
CN	Granted	Gammabutyrolacton	94111828.3	28-Jul-94 0633565	17-Sep-97 DE	10-Aug-93 P 4326692.4
DE	Granted	Gammabutyrolacton	94111828.3	28-Jul-94 0633565	17-Sep-97 DE	10-Aug-93 P 4326692.4
DK	Granted	Gammabutyrolacton	94111828.3	28-Jul-94 0633565	17-Sep-97 DE	10-Aug-93 P 4326692.4
EP	Granted	Gammabutyrolacton	94111828.3	28-Jul-94 0633565	17-Sep-97 DE	10-Aug-93 P 4326692.4
ES	Granted	Gammabutyrolacton	943703	10-Aug-94	17-Sep-97 DE	10-Aug-93 P 4326692.4
FI	Pending	Gammabutyrolacton	94111828.3	28-Jul-94 0633565	17-Sep-97 DE	10-Aug-93 P 4326692.4
FR	Granted	Gammabutyrolacton	94111828.3	28-Jul-94 0633565	17-Sep-97 DE	10-Aug-93 P 4326692.4
GB	Granted	Gammabutyrolacton	94111828.3	28-Jul-94 0633565	17-Sep-97 DE	10-Aug-93 P 4326692.4
GR	Granted	Gammabutyrolacton	94111828.3	28-Jul-94 0633565	17-Sep-97 DE	10-Aug-93 P 4326692.4
IE	Granted	Gammabutyrolacton	94111828.3	28-Jul-94 0633565	17-Sep-97 DE	10-Aug-93 P 4326692.4
IT	Granted	Gammabutyrolacton	18554/1994	28-Jul-94 226505	18-Feb-02 DE	10-Aug-93 P 4326692.4
KR	Granted	Gammabutyrolacton	94111828.3	28-Jul-94 0633565	17-Sep-97 DE	10-Aug-93 P 4326692.4
NL	Granted	Gammabutyrolacton	94111828.3	28-Jul-94 0633565	17-Sep-97 DE	10-Aug-93 P 4326692.4
PT	Granted	Gammabutyrolacton	94111828.3	28-Jul-94 0633565	17-Sep-97 DE	10-Aug-93 P 4326692.4
SE	Granted	Gammabutyrolacton	9502155-5	28-Jul-94 94670	30-Sep-03 DE	10-Aug-93 P 4326692.4
SG	Granted	Gammabutyrolacton	283180/008	3-Aug-94 5538849	15-Jul-98 DE	10-Aug-93 P 4326692.4
US	Granted	Gammabutyrolacton				