



06-04-2008

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Our Ref.: ARC-3687-203, 204, 205

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 1 AKZO NOBEL NV 5 2 6 3 7 4 8 Additional name/s of conveying party/ies attached? <input type="checkbox"/> 3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Assignment <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>December 20, 2006; January 17, 2007</u>		2. Name and address of receiving party(ies): 1) Name: <u>Italmatch Chemicals Arese S.r.l. (I.C.A. S.r.l.)</u> Street Address: <u>Via Vismara 80,</u> City: <u>Arese (Milano)</u> State/Country: <u>Italy</u> Zip: _____ 2) Name _____ Street Address: _____ City: _____ State: _____ Zip: _____ Additional name/s & address/es attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. Application number(s) or patent number(s): <input type="checkbox"/> This assignment is being filed together with a new application. A. Patent Application No(s). (1) _____ (2) _____ (3) _____ B. Patent No(s). (1) <u>5,435,928</u> (2) <u>4,931,197</u> (3) <u>5,176,841</u> 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: <u>Arthur R. Crawford</u> Internal Address: _____ Street Address: <u>Nixon & Vanderhye P.C.</u> <u>901 North Glebe Road</u> <u>11th Floor</u> City: <u>Arlington</u> State: <u>VA</u> Zip: <u>22203</u>		6. Total number of applications & patents involved: <u>3</u> 7. Total fee (37 CFR 3.41) \$ <u>120.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account #14-1140 8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.	

DO NOT USE THIS SPACE

9. Statements 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.

<u>Arthur R. Crawford</u> Name of Person Signing Reg. No. 25,327	 Signature	<u>May 30, 2008</u> Date
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Total number of pages including **original** cover sheet, attachments, and document: [5]

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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MASTER PATENT ASSIGNMENT AGREEMENT

* * * * *

Pursuant to clause 8.6 (b) of the Stock Purchase Agreement dated September 29, 2006 (hereinafter "the SPA") between Akzo Nobel Chemicals S.p.A. ("Seller") and Italmatch Chemicals S.p.A. ("Purchaser")

This Master Patent Assignment Agreement ("this Agreement") is made between

AKZO NOBEL NV, formerly known as Akzo N.V., a company organized under the laws of the Netherlands, with registered offices at 76 Velperweg, 6824 BM Arnhem, The Netherlands;

Hereinafter referred to as "Assignor"

and

I.C.A. S.r.l., a corporation organized and existing under the laws of Italy, with a place of business at Via Vismara 80, Arese (Milano), Italy

Hereinafter referred to as "Assignee"

WHEREAS

The company, referred to as Assignor, is an affiliated company of Akzo Nobel Chemicals S.p.A.;

Assignor, in accordance with the SPA, desires to sell to Assignee on the terms and conditions of this Agreement, all rights, title and interest in the patents as listed in Schedule 8.6(a) of the SPA and as attached in Exhibit A to this Agreement (hereinafter referred to as the "Patents") by means of this Agreement.

Assignee, in accordance with the SPA, acquires and wishes to acquire all rights, title and interest in the Patents as listed in Schedule 8.6(a) of the SPA and as attached in Exhibit A by means of this Master Patent Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee its successors and assigns, all Assignor's world-wide right, title and interest in the Patents, together with the right to recover for



damages and profits for past and future infringements thereof, for its own use and behalf and for the use and behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assurance. 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), of the Patent registries for the Patents around the world. At the request and at the expense of Assignee, the Assignor shall arrange for appropriate signatures on such documents and, if so needed, notarization and/or legalization thereof.

3. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and to their respective successors and assigns as of the day of Closing.

4. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, this Agreement shall be interpreted and enforceable as if such provision was severed or limited, but only to the extent necessary to render such provision and this Agreement enforceable.

5. Modification and Waiver. No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing by all the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party granting the waiver.

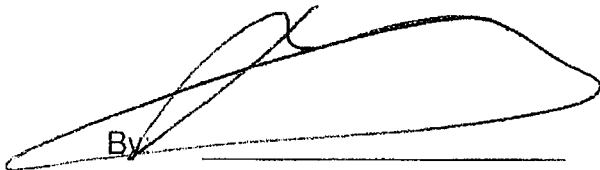
6. Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of The Netherlands. The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation. If the matter cannot be resolved in the 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.



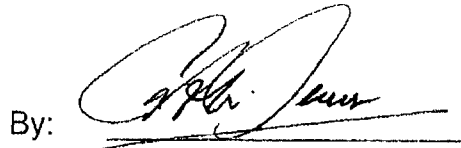
IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

Signed for and on behalf of Assignor:

Akzo Nobel N.V.

By: 

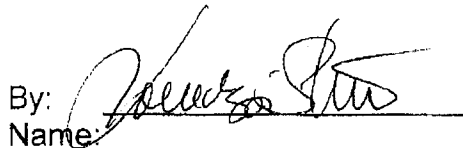
Name: Pieter Cornelis Schalkwijk
Title: Holder of Proxy
Place: Arnhem
Date: *December 20th, 2006*

By: 

Petrus Hubertus van Deursen
Holder of Proxy

Signed for and on behalf of Assignee:

I.C.A. S.r.l., a corporation organized and existing under the laws of Italy, with a place of business at Via Vismara 80, Arese (Milano), Italy

By: 

Name: *Sole Director*
Title: Holder of Proxy
Place: Arnhem
Date: *27-01-07*

By: _____

EXHIBIT A

Country	Case Type	Status	Parent PCT Date	Filing Date	Applic No	Public No	Patent No	Issue Date	Expir Date	Record Owner
ADU2212										
Compositions from .alpha.-beta.-unsaturated dicarboxylic acid esters and olefinically unsaturated compounds which are particularly suitable for use as lubricants and lubricant additives and a process for the preparation of such compositions.										
United States of America	ORD	Granted		09-nov-90	611240/07		5176841	05-jan-93	05-jan-10	Akzo N.V.
ADU2340										
High-viscous lubricant copolymer compatible with non-polar base fluids.										
Canada	PCT	Granted	15-mrt-94	15-mrt-94	2158740		2158740	30-mei-06	15-mrt-14	Akzo Nobel N.V.
Japan	PCT	Granted	15-mrt-94	22-sep-95	520642/HEI-6	3730660	3730660	14-okt-05	15-mrt-14	Akzo Nobel N.V.
France	EPP	Granted	15-mrt-94	15-mrt-94	94911180.1	0690901	0690901	30-dec-98	15-mrt-14	Akzo Nobel N.V.
Netherlands	EPP	Granted	15-mrt-94	15-mrt-94	94911180.1	0690901	0690901	30-dec-98	15-mrt-14	Akzo Nobel N.V.
Liechtenstein	EPP	Granted	15-mrt-94	15-mrt-94	94911180.1	0690901	0690901	30-dec-98	15-mrt-14	Akzo Nobel N.V.
United Kingdom	EPP	Granted	15-mrt-94	15-mrt-94	94911180.1	0690901	0690901	30-dec-98	15-mrt-14	Akzo Nobel N.V.
Germany	EPP	Granted	15-mrt-94	15-mrt-94	94911180.1	0690901	0690901	30-dec-98	15-mrt-14	Akzo Nobel N.V.
Switzerland	EPP	Granted	15-mrt-94	15-mrt-94	94911180.1	0690901	0690901	30-dec-98	15-mrt-14	Akzo Nobel N.V.
Belgium	EPP	Granted	15-mrt-94	15-mrt-94	94911180.1	0690901	0690901	30-dec-98	15-mrt-14	Akzo Nobel N.V.
Austria	EPP	Granted	15-mrt-94	15-mrt-94	94911180.1	0690901	0690901	30-dec-98	15-mrt-14	Akzo Nobel N.V.
Italy	EPP	Granted	15-mrt-94	15-mrt-94	94911180.1	0690901	0690901	30-dec-98	15-mrt-14	Akzo Nobel N.V.
ADU1993										
Copolymers from .alpha.-beta.-unsaturated dicarboxylic acid esters, and their use.										
United States of America	CIP	Granted		07-sep-93	117474/08		5435928	25-jul-95	25-jul-12	Akzo Nobel N.V.
ADU1994										
Copolymers for .alpha.-beta.-unsaturated dicarboxylic acid esters wherein said esters are comprised of ethoxylated esters, methods for their production as well as their use as lubricant for the working-up of plastics.										
United States of America	CON	Granted		04-mrt-88	168554/07		4931197	05-jun-90	05-jun-07	Akzo N.V.

PATENT

RECORDED: 05/30/2008

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