

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BASF CATALYSTS LLC	03/01/2007
RECEIVING PARTY DATA	
Name:	BASF CORPORATION
Street Address:	100 CAMPUS DRIVE
Internal Address:	FOURTH FLOOR, LAW DEPARTMENT
City:	FLORHAM PARK
State/Country:	NEW JERSEY
Postal Code:	07932
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11845614
CORRESPONDENCE DATA	
Fax Number:	(073)245-6703
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	973-245-7137
Email:	bernard.lau@basf.com
Correspondent Name:	BASF CORPORATION
Address Line 1:	100 CAMPUS DRIVE
Address Line 2:	FOURTH FLOOR, LAW DEPARTMENT
Address Line 4:	FLORHAM PARK, NEW JERSEY 07932
ATTORNEY DOCKET NUMBER:	5014A
NAME OF SUBMITTER:	Melanie L. Brown

CH \$40.00 11845614

Total Attachments: 4  
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## BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "Bill of Sale") is made and entered into as of this 1<sup>st</sup> day of March, 2007 (the "Effective Date") by BASF Catalysts LLC, a Delaware limited liability company (the "Seller") and BASF Corporation, a Delaware corporation (the "Purchaser"). Capitalized terms not defined herein shall have the meanings assigned to such terms in Exhibit A attached hereto.

For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sale and Transfer of the Businesses and Assets. Seller hereby sells, transfers, assigns, conveys, grants and delivers, and shall cause its subsidiaries to transfer, assign, convey, grant and deliver, to Purchaser, its successors and assigns forever effective as of the Effective Date, the Businesses, as well as all of Seller's and Seller's subsidiaries' right, title and interest and good and valid title in and to the Assets.
2. Assumption of Liabilities. The Purchaser shall assume and agree to pay, perform and discharge as and when due, each and all of the liabilities and obligations incurred by or resulting from the Businesses or the Assets after the Effective Date, including the performance of all liabilities and obligations under the Contracts (the "Assumed Liabilities"). The Assumed Liabilities shall not include liabilities and obligations incurred by or resulting from the Businesses or the Assets on or prior to the Effective Date, nor accounts payable relating to the Businesses or the Assets outstanding on the Effective Date.
3. Purchase Price.
  - a. Estimated Purchase Price. As consideration for the Assets, the Purchaser shall pay to the Seller an amount equal to the fair market value of the Businesses as of the Effective Date (the "Final Purchase Price"). The Final Purchase Price is currently estimated to be three hundred ninety million United States dollars (USD 390,000,000) (the "Estimated Purchase Price"). The value of Fixed Assets included in the Estimated Purchase Price was determined following standards promulgated by the American Society of Appraisers in conformance with the Uniform Standards of Professional Appraisal Practice. The Estimated Purchase Price includes an inventory value of \$61,833,000, estimated as of the Effective Date. On the Effective Date, the Purchaser shall pay the Estimated Purchase Price to the Seller.
  - b. Final Purchase Price. Within thirty (30) days after the Effective Date, the Seller shall prepare or cause to be prepared and shall provide to the Purchaser a written statement setting forth the Final Purchase Price, which shall reflect the actual value of the inventory as of the Effective Date, determined in accordance with the methodology set forth in Schedule 3. If the Final Purchase Price is greater than the Estimated Purchase Price, the Purchaser shall pay the difference to the Seller. If the Final Purchase Price is less than the Estimated Purchase Price, the Purchaser shall refund the difference to the Seller.

c. Payment. The difference between the Final Purchase Price and the Estimated Purchase Price shall be paid within ten (10) days after the Purchaser's receipt of the determination of the Final Purchase Price.

4. Further Actions. If subsequent to the date hereof, any property that is a part of the Businesses or the Assets comes into the possession of the Seller or any of the Seller's subsidiaries, the Seller shall promptly deliver or cause its subsidiary to deliver the same to the Purchaser, at the Seller's expense, and if such property is in the form of checks, drafts or other negotiable instruments, the Seller or the Seller's subsidiary shall promptly endorse the same to the Purchaser. The Seller covenants and agrees, and to cause its subsidiaries to covenant and agree, to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Businesses and the Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of the Purchaser's title to the Assets and, at the request of the Purchaser, to execute and deliver (or cause to be executed and delivered) further instruments of transfer and assignment and take such other action as Purchaser may reasonably request to more effectively transfer and assign to and vest in the Purchaser each of the Assets, all at the sole cost and expense of the Seller.

5. Binding Effect; Assignment. This Bill of Sale and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This Bill of Sale shall be interpreted, construed and governed according to the laws of the State of Delaware.

7. Counterparts. This Bill of Sale may be executed in two or more counterparts (including by means of electronically transmitted signature pages), each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale and Assignment as of the day and year first above written.

BASF CATALYSTS LLC

By: H.-U. Engel  
Name: Hans-Ulrich Engel  
Title: Manager

BASF CORPORATION

By: Philip E. Kaplan  
Name: Philip E. Kaplan  
Title: Sr. Vice President & Treasurer



## EXHIBIT A

1. **Definition of the Businesses.** The "Businesses" as used herein shall mean the development, manufacture, distribution (including the global distribution network) and sale of effects pigments and effect films, as well as the mining of mica, and any and all activities related or incidental thereto as currently conducted by the Seller at facilities in Peekskill, New York, Ossining, New York, Buchanan, New York, Briarcliff Manor, New York, Hartwell, Georgia, and North Charleston, South Carolina owned by the Seller or any of Seller's subsidiaries (the "Facilities"). The Businesses shall not include those activities conducted by the Seller at the Seller's Louisville, Kentucky, Sylmar, California, or Quincy, Florida facilities.

2. **Assets to be Transferred.** all of the assets and properties of every kind and character, tangible or intangible, real, personal or mixed, which are used in or are currently required to operate the Businesses as they are now being conducted at the Facilities (collectively, the "Assets"). In furtherance of the foregoing, the Assets shall include, without limitation, assets, properties and business listed below in subparagraphs (a) – (i) It is the intent that all rights to any of the Assets owned by the Seller or any of its subsidiaries be transferred to the Purchaser to the extent possible.:

- (a) All of the real property and interests in real property, including any right to extract or otherwise acquire minerals or other natural resources of any kind, owned by the Seller or any of its subsidiaries of the Seller or any of its subsidiaries (whether leased or owned) and relating to the Facilities (collectively, the "Real Property"), and all easements and uses which benefit the Real Property. The Real Property shall include, without limitation, all right, title and interest under the leases, subleases, licenses and other agreements under which the Seller or any of its subsidiaries uses or occupies or has the right to use or occupy the Real Property, now or in the future, any right to the possession, use, occupancy or enjoyment of the Real Property or any portion thereof; the land and the plants, buildings, structures, fixtures and improvements and construction in progress presently thereon or additions thereto;
- (b) All accounts receivable and notes receivable (trade or otherwise) of the Businesses and outstanding at the Closing Date;
- (c) All inventories of the Seller intended for use or sale in the Businesses, including, without limitation, all raw materials, supplies, work in progress, labeling and packaging, finished goods and products ordered and held for shipment, on consignment or in transit and other finished goods and products;
- (d) All machinery, equipment, computers, computer software, furniture and fixtures, office equipment, vehicles, returnable containers, tools, parts and construction in progress of the Seller and used in or currently required to operate the Businesses (collectively, the "Fixed Assets") including, without limitation, all such items of the types listed on *Schedule (d)* hereto;

- (e) All trade secrets, proprietary information, inventions, methods, designs, processes, manufacturing methods, procedures and formulas owned or licensed by the Seller and relating directly to the Businesses, and any and all improvements thereon, refinements thereof or know-how relating thereto, in each case whether or not patent or able to be patented or registered or able to be registered with any governmental authorities (the "Intellectual Property"), including but not limited to the Intellectual Property listed on *Schedules (e)(i) and (e)(ii)* attached hereto;
- (f) All rights of the Seller under or pursuant to all warranties, representations and guarantees made by third party suppliers in connection with products or services furnished to the Seller or affecting the Real Property or the Fixed Assets, in each case, which are used in the Businesses;
- (g) All right, title and interest in, to or under all contracts, agreements, leases, licenses, commitments and understandings of the Seller which relate directly to the Businesses (the "Contracts");
- (h) All licenses and permits of the Seller or any of its subsidiaries, including but not limited to environmental or other permits required in connection with the operation of the Businesses, the Fixed Assets or the Real Property; and
- (i) All of the Seller's records, files and papers, including but not limited to drawings, engineering information, computer programs, manuals and data, catalogues, quotations, sales and advertising materials, sales and purchase correspondence, trade association memberships, research and development records, lists of present and former customers and suppliers, customer credit information, books of account, and financial records which relate to the Businesses.