

PATENT ASSIGNMENT

Electronic Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Cognis Oleochemicals GmbH | 09/30/2008 |
| RECEIVING PARTY DATA | |
| Name: | Chandler, Inc. |
| Street Address: | 90 North 1380 West |
| City: | Orem |
| State/Country: | UTAH |
| Postal Code: | 84057 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 5663122 |
| CORRESPONDENCE DATA | |
| Fax Number: | (801)328-1707 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 801-533-9800 |
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| Correspondent Name: | Vernon R. Rice |
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| ATTORNEY DOCKET NUMBER: | 18106.1 |
| NAME OF SUBMITTER: | Vernon R. Rice |
| <p>Total Attachments: 5</p> <p>source=18106-1-Assignment#page1.tif</p> <p>source=18106-1-Assignment#page2.tif</p> <p>source=18106-1-Assignment#page3.tif</p> | |

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PATENT AND KNOW-HOW PURCHASE AND ASSIGNMENT AGREEMENT

between

COGNIS OLEOCHEMICALS GMBH

Henkelstraße 67, 40589 Düsseldorf, Bundesrepublik Deutschland

- hereinafter referred to as OLEO –

and

CHANDLER, INC.

90 N 1380 W Orem, Utah, United States of America

– hereinafter referred to as CHANDLER –

- jointly called the “Parties” -

WHEREAS, OLEO is the sole owner of United States Letters Patent **US 5,663,122** issued September 2nd, 1997, and referring to “*MINERAL ADDITIVES FOR SETTING AND/OR CONTROLLING THE RHEOLOGICAL PROPERTIES AND GEL STRUCTURE OF AQUEOUS LIQUIDS, AND THE USE OF SUCH ADDITIVES*” (Internal Reference No. OC84233PCUS) – “PATENT”;

WHEREAS, CHANDLER desires to purchase the entire right, title and interest in the PATENT and all Letters Patent which may issue thereon and the know-how related Product OMC 787 (hereinafter referred to as "PRODUCT"), which is the PRODUCT recipe, the manufacturing process instructions for the manufacture of the PRODUCT and the specifications of the raw materials used for the manufacture of the PRODUCT (hereinafter referred to as "KNOW-HOW");

WHEREAS, prior to the purchase CHANDLER has intensively evaluated the PATENT and the KNOW-HOW and the application thereof;

WHEREAS, OLEO is willing to sell and transfer to CHANDLER the entire right, title and interest in the PATENT and all Letters Patent which may issue thereon and the KNOW-HOW upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purchase, Transfer of Rights

CHANDLER agrees to purchase the PATENT and the KNOW-HOW for a total purchase price of [REDACTED] (hereinafter referred to as "PURCHASE PRICE") payable in two instalments of [REDACTED] by September 30th, 2008 and February 15th, 2009, respectively. Payments shall be made by wire transfer.

OLEO sells and, conditional upon the full payment of the PURCHASE PRICE as specified in section 1.1., (i) transfers to CHANDLER the entire right, title and interest in the PATENT and all Letters Patent which may issue thereon, and (ii) provides to CHANDLER the KNOW-HOW for unlimited use. Said transfer includes OLEO's assistance in perfecting the transfer in the register of the US Patent and Trademark Office and submission of the Letters Patent of the PATENT to CHANDLER. CHANDLER will pay the fees charged by the patent office for transferring the PATENT from OLEO to CHANDLER. Each Party will bare its own attorney fees.

- 1.3 Until the receipt of the PURCHASE PRICE in full by OLEO, OLEO merely grants to CHANDLER a royalty free, sub-licensable license of not been suit under the PATENT and a royalty free, sub-licensable license to use the KNOW-HOW, both licenses commencing on the date of the last signature under this Agreement and ending upon receipt of the full PURCHASE PRICE, however latest on May 15th, 2009, if the full PURCHASE PRICE has not been remitted to OLEO by said date; all other legal rights reserved by OLEO.
- 1.4 Until the receipt of the PURCHASE PRICE, however latest until May 15th 2009, (i) OLEO will not grant a further license to a third party without the written consent of CHANDLER. (ii) OLEO will undertake all necessary steps to keep the PATENT in force. All costs of OLEO related to said steps for keeping the PATENT in force, including but not limited the costs for maintenance and involved in nullity actions, until the transfer in the register of the US Patent and Trademark Office is finally perfected shall be borne by CHANDLER.
- 1.5 All payments to be effected to OLEO shall be remitted to

Cognis Oleochemicals GmbH

Henkelstr. 67

40589 Düsseldorf – Germany

Bank: Commerzbank AG, Düsseldorf

Account: [REDACTED]

IBAN: [REDACTED]

SWIFT/BIC: [REDACTED]

2. Warranties, Exclusion of Liability

2.1 OLEO warrants that as of the date of this Agreement (i) the PATENT is in force and (ii) OLEO is the sole owner of the PATENT. Any liability for later invalidation or lapse of the PATENT is expressly excluded, with the proviso regarding the obligations specified in section 1.4 above.

2.2. Except for the warranty given under section 2.1, OLEO makes no further warranties or representations and shall have no liability on any legal grounds with respect to the PATENT and/or the KNOW-HOW. In particular, OLEO makes no warranties regarding the applicability and commercial value of the PATENT and/or KNOW-HOW or that the PATENT and/or KNOW-HOW does not infringe any third parties' rights.

3. Governing Law

This Agreement is deemed to be entered into in, and is governed by the laws of the Federal Republic of Germany, without regard to conflicts of law provisions. To the extent legally permitted, it is hereby agreed that any and all claims or disputes arising out of or in connection with this Agreement and its implementation shall be submitted to the jurisdiction of the competent courts of Düsseldorf, Germany.

4. Severability

If any court of competent jurisdiction or any regulatory agency or body determines that any provision of this Agreement is void, invalid, unenforceable, or illegal, such determination shall not affect any other provision of this Agreement, and this Agreement shall, if reasonable, be construed and performed as if such void, invalid, unenforceable, or illegal provision had never been contained herein.

5. Entire Agreement

This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes and replaces all other understandings and

agreements, whether oral or in writing, if there be any, previously entered into by the parties with respect to such subject matter.

6. Amendment, Waiver

No provision of this Agreement may be amended, modified or waived unless such amendment, modification or waiver is agreed to in a writing that refers explicitly to this Agreement and is signed by the duly authorized representatives of the parties. No waiver by either party to this Agreement of a breach by the other party hereto of a provision of this Agreement shall be deemed a waiver of any other breach.

7. Assignment

This Agreement shall not be assigned in whole or in part by either party to a successor, subsidiary or third party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that OLEO may assign this Agreement to another entity owned or controlled by the Oleochemicals group of companies. Any assignment made contrary to the terms hereof shall be void and of no effect.

IN WITNESS, whereof the Parties hereto have caused this AGREEMENT to be executed by their duly authorised representatives.

Düsseldorf, this September 30th, 2008

Cognis Oleochemicals GmbH


Andreas Meinz

(Managing Director)

, this September 25th, 2008

Chandler, Inc.


(Resident)