

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent and Trademark Transfer and License Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Cognis Deutschland GmbH & Co. KG	12/31/2004
RECEIVING PARTY DATA	
Name:	Cognis IP Management GmbH
Street Address:	Henkelstrasse 67
City:	Dusseldorf
State/Country:	GERMANY
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7247463
Application Number:	10899670
Application Number:	10963857
Patent Number:	5382647
Patent Number:	5397507
Patent Number:	5312932
CORRESPONDENCE DATA	
Fax Number:	(215)299-2150
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Email:	dfowler@foxrothschild.com
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Address Line 1:	2000 Market Street
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-3291
ATTORNEY DOCKET NUMBER:	G35412
NAME OF SUBMITTER:	Deborah Fowler

OP \$240.00 7247463

Total Attachments: 20

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PATENT AND TRADEMARK TRANSFER AND LICENSE AGREEMENT

This AGREEMENT is made and entered into
by and between

COGNIS IP MANAGEMENT GMBH
Henkelstraße 67, 40589 Düsseldorf, Federal Republic of Germany
- hereinafter referred to as "CIP" -

and

COGNIS DEUTSCHLAND GMBH & Co. KG
Henkelstraße 67, 40589 Düsseldorf, Federal Republic of Germany
- hereinafter referred to as "COGNIS" -

PREAMBLE

WHEREAS,

COGNIS is the owner of a portfolio of patents and trademarks concerning various areas, like e.g. oleochemicals, care chemicals, chemicals for nutrition and health, functional products and process chemicals.

WHEREAS,

COGNIS intends to sell those patents and trademarks of this portfolio to CIP which are allocated to the strategic business units listed in **Exhibit C** (hereinafter referred to as "SBU"), in order to improve COGNIS' IP asset management;

WHEREAS,

COGNIS further intends to grant a license for those patents and trademarks which are not allocated to the SBU but to another strategic business unit of COGNIS and which are used by the SBU next to one or more other strategic business units of COGNIS;

WHEREAS,

CIP is willing to purchase the before mentioned allocated patents and trademarks and to accept a license for the aforementioned non-allocated patents and trademarks;

NOW, THEREFORE,

the parties agree as follows:

1. Definitions

- 1.1. "TRANSFER RIGHTS" shall mean the patents and patent applications as compiled in **Exhibit A1** and the trademarks and trademark applications as compiled in **Exhibit A2** as well as all corresponding (i.e. based on or claiming priority of, the patents and patent applications in **Exhibit A1** or the trademarks and trademark applications in **Exhibit A2**) registrations, applications, divisions, extensions, reissues, inventions and discoveries of patents, utility models and trademarks, to the extent to which they are (in whole or in part, solely or jointly) owned by COGNIS irrespective of whether they are registered in the name of COGNIS or not. The TRANSFER RIGHTS shall also include all invention records of COGNIS which have already been submitted, while the respective patent applications have not yet been filed or have been decided to be kept secret.
- 1.2. "LICENSE RIGHTS" shall mean all patents and patent applications as compiled in **Exhibit B1** and the trademarks and trademark applications as compiled in **Exhibit B2** as well as all corresponding (i.e. based on or claiming priority of, the patents and patent applications in **Exhibit B1** or the trademarks and trademark applications in **Exhibit B2**) registrations, applications, divisions, extensions, reissues, inventions and discoveries of patents, utility models and trademarks which are not TRANSFER RIGHTS but which are (in whole or in part, solely or jointly) owned by COGNIS irrespective of whether they are registered in the name of COGNIS or not and which are not allocated to the SBU but to another strategic business unit of COGNIS and which are used by the SBU next to one or more other strategic business unit(s) of COGNIS.
- 1.3. "TERRITORY" shall mean all countries where at least one of the LICENSE RIGHTS has been filed and/or becomes valid due to grant or registration or both.
- 1.4. "SUB-LICENSEES" shall mean the companies of the COGNIS Group to which CIP has granted or will grant a license to use the LICENSE RIGHTS.

2. Sale of TRANSFER RIGHTS

- 2.1. Transfer of TRANSFER RIGHTS. COGNIS herewith sells, conveys, transfers and assigns all TRANSFER RIGHTS to CIP.
- 2.2. Acceptance of transfer. CIP herewith accepts the sale, conveyance, transfer and assignment of the TRANSFER RIGHTS or the shares of the TRANSFER RIGHTS, as the case may be.

3. **License of LICENSE RIGHTS**

- 3.1. **Grant of license.** COGNIS hereby grants to CIP the non-assignable license to use the LICENSE RIGHTS for the SBU.
- 3.2. **Non-exclusive license.** The license granted to CIP hereunder shall be non-exclusive.
- 3.3. **Sub-licenses.** CIP shall have the right to grant to SUB-LICENSEES the right to use the LICENSE RIGHTS subject to the terms and conditions hereunder.
- 3.4. **Use of Trademarks.** CIP and the SUB-LICENSEES shall not do any act which may impair the value or reputation of the trademarks among the LICENSE RIGHTS, and CIP and the SUB-LICENSEES shall always use the trademarks licensed hereunder in accordance with all instructions, conditions, and restrictions which may be imposed from time to time by COGNIS.

4. **Purchase price and license royalties**

- 4.1. **Purchase price.** For the purchase and transfer of the TRANSFER RIGHTS and the license of the LICENSE RIGHTS CIP shall owe COGNIS an amount to be determined according to the price formula set forth in **Exhibit C** of this agreement.
- 4.2. **Payment.** The first 100 Mio EUR of the purchase price shall be due on January 31, 2005 and be considered fully satisfied upon the execution of a Loan Agreement between the parties on the same date as the date of this AGREEMENT. Such Loan Agreement shall provide that the obligation to pay the installments shall be fulfilled by an assignment from CIP to COGNIS of the royalties owed by members of the Cognis Group to CIP up to the amount of the respective installment.
- 4.3. **Capital Contribution.** COGNIS hereby waives the remainder of the purchase price receivable and CIP hereby accepts such waiver. The aforementioned waiver shall be treated as a shareholder contribution to be credited to the capital reserves of CIP according to Art. 272 Par. 2 No. 4 of the German Commercial Code.
- 4.4. **No Running Royalties.** There shall be no further ongoing consideration for the licensing of the LICENSE RIGHTS.

- 4.5. Taxes. All value added taxes, sales taxes and indirect taxes that have to be paid for the purchase price shall be borne by CIP. If possible, these taxes, when being collected from COGNIS, shall be paid by CIP in the name of COGNIS.

5. Recording of Assignment

- 5.1 Recording of assignment. COGNIS will within a period of 30 days from the signing of this Agreement deliver to CIP the necessary documents for the recording of the assignment of the TRANSFER RIGHTS.
- 5.2 Maintenance of TRANSFER RIGHTS. During the period of the completion of the recording of the assignment COGNIS will maintain the full value of the TRANSFER RIGHTS, in particular will not make any attempt to abandon the TRANSFER RIGHTS or parts of it or to transfer or assign it to a third party.
- 5.3 Assignment documents. In the event that any assignment document for the TRANSFER RIGHTS executed and delivered by COGNIS is not in a form required to record the assignment made pursuant to this Agreement, COGNIS shall cooperate with CIP in executing on behalf of itself or, if necessary, trying to obtain the execution of any further documents reasonably required by CIP to record said assignment.

6. Warranties regarding the TRANSFER RIGHTS

- 6.1. Liabilities for invalidation. COGNIS warrants the existence of the licensed TRANSFER RIGHTS on the date of the AGREEMENT. Any liability for later invalidation or lapse of the patents is excluded.
- 6.2. Exclusion of warranties. All other warranty claims are excluded.

7. Obligations according to Inventors Compensation Law

- 7.1. Remaining claims for compensation. COGNIS ensures that all claims of inventors concerning the TRANSFER RIGHTS which have already been in existence on the date of the execution of this AGREEMENT and which have not been compensated so far as well as claims of inventors which may result from the sale of the TRANSFER RIGHTS shall be compensated by COGNIS at its own costs.

7.2 All other claims of inventors concerning the TRANSFER RIGHTS shall be compensated by COGNIS and reimbursed by CIP.

8. **Costs and Indemnification**

8.1. **Assignment costs.** The costs and fees for the assignment and recording of the TRANSFER RIGHTS will be borne by CIP.

8.2. **Maintenance costs.** CIP shall pay all fees and costs for maintenance or renewal of all TRANSFER RIGHTS after the execution of this AGREEMENT at its own expense.

8.3 **Indemnification.** In addition to any other remedies available to CIP, COGNIS hereby indemnifies and holds CIP fully harmless with respect to any claims, causes of action, liabilities, losses, costs, damages, legal fees and court costs incurred by CIP that result in any manner from any breach by COGNIS under this Agreement.

9. **Warranties regarding the LICENSE RIGHTS**

9.1. **Right to grant a license.** COGNIS represents and warrants that it is entitled to grant the license hereunder. The LICENSE RIGHTS shall remain the absolute property of COGNIS. CIP hereby acknowledges that, except as specifically provided herein, it will acquire no rights, title or interest in the LICENSE RIGHTS by acting as licensee under this AGREEMENT.

9.2. **Information on infringement.** CIP shall inform COGNIS immediately about any infringement of the LICENSE RIGHTS by third parties. After consultations with CIP, COGNIS will decide on how to proceed against the infringer. COGNIS shall have complete control of any and all litigation and other legal proceeding. CIP shall pursuant to COGNIS' instructions and at COGNIS' expense use its best endeavours to assist COGNIS in protecting itself against such infringements.

9.3. **Statement of non-infringement.** COGNIS assures to the best of its knowledge that the utilization of the LICENSE RIGHTS licensed hereunder does not infringe intellectual and industrial property rights of third parties in the TERRITORY. In case a third party raises a claim against CIP based on an asserted infringement of its rights by the LICENSE RIGHTS, CIP shall assist COGNIS in defending itself against the claims raised by third parties.

10. Adjustment with regard to LICENSE RIGHTS

10.1. Adjustment clause. It is the intention of the parties that the terms of this AGREEMENT with regard to LICENSE RIGHTS shall be the same as would have been agreed between third parties acting at arm's length. If, in the course of time, this AGREEMENT is no longer in line with this principle, the parties shall adjust this AGREEMENT accordingly.

11. Termination with regard to LICENSE RIGHTS

11.1. Term. The effective date of this AGREEMENT shall be the latest date on which it is signed on behalf of both PARTIES hereto. With regard to the licensing of the LICENSE RIGHTS the AGREEMENT shall run for an indefinite period of time and may only be terminated for cause. As such each party may terminate this AGREEMENT with regard to the licensing of the LICENSE RIGHTS with immediate effect if the other party fails to comply with any material provision of this AGREEMENT, provided that such failure is not corrected within thirty (30) days after the party in breach has received a written notice from the other party requesting such correction.

11.2. Automatic Termination. With regard to the licensing of the LICENSE RIGHTS the AGREEMENT shall automatically come to an end if and to the extent the LICENSE RIGHTS or parts of them expire or are sold to CIP (e.g. as part of a transfer of patents and trademarks of a different strategic business unit).

11.3. Termination. Upon termination of this AGREEMENT in accordance with Clause 11.1 all rights acquired by CIP hereunder with regard to the licensing of the LICENSE RIGHTS shall automatically elapse and CIP shall make no further use of the LICENSE RIGHTS.

11.4. TRANSFER RIGHTS remain unaffected. It is the clear understanding of the PARTIES, that in case the AGREEMENT terminates or will be terminated, all provisions of this AGREEMENT concerning the sale, conveyance, transfer and assignment of TRANSFER RIGHTS will remain unaffected by this termination.

12. Miscellaneous

12.1. Entire agreement. The AGREEMENT sets forth the entire agreement between the PARTIES hereto with respect to the subject matter hereof and supersedes and replaces all prior agree-

ments, understandings, negotiations and dealings between the parties hereto pertaining to the subject matter hereof.

12.2. Changes. Any modification of or amendment to this AGREEMENT including its Exhibits shall be validly made only if executed in writing and duly signed by the parties to this AGREEMENT.

12.3. Invalidity of clauses. Should any provision of this AGREEMENT be or become invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of the AGREEMENT as such. In such case the parties shall negotiate with the view to substitute the invalid or unenforceable provision by a provision which comes closest to the original understanding or intention of the parties.

12.4. Governing law. This AGREEMENT shall in all respects be interpreted in accordance with and its performance governed by the laws of Germany.

12.5 Venue. Exclusive place of jurisdiction shall be Düsseldorf.

IN WITNESS,

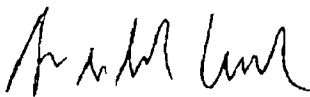
whereof the PARTIES hereto have caused this AGREEMENT to be executed by their duly authorised representatives.

Düsseldorf, this December 31, 2004

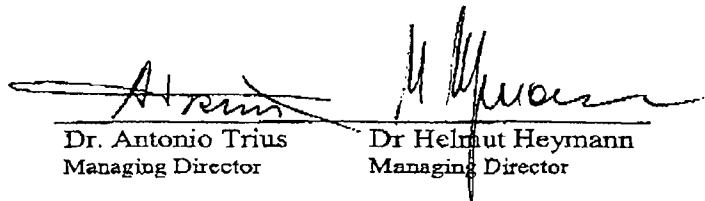
Düsseldorf, this December 31, 2004

COGNIS IP MANAGEMENT GMBH

COGNIS DEUTSCHLAND GMBH & Co. KG



Arnold Kiel
Managing Director



Dr. Antonio Trius
Managing Director

Dr Helmut Heymann
Managing Director

**Exhibit A1:
Transferred patents and patent applications**

**Exhibit A2:
Transferred trademarks and trademark applications**

Exhibit B1:
Licensed patents and patent applications

**Exhibit B2:
Licensed trademarks and trademark applications**

Cognis Deutschland GmbH & Co. KG

Exhibit A1 - #3-A

**Transferred patents and patent applications
- Care Chemicals (CDK sole applicant)**

PRIVILEGED & CONFIDENTIAL

**PATENT
REEL: 023220 FRAME: 0967**

Cognis Deutschland GmbH & Co. KG

Exhibit A1 - #3-A

**Transferred patents and patent applications
- Care Chemicals (CDK sole applicant)**

PRIVILEGED & CONFIDENTIAL

PATENT
REEL: 023220 FRAME: 0968

Familie: C 2425 Kurztitel: Lipase-Sequenz

Int AZ	Anm Nr	Anm Dat	Pat Nr	Erteilung	Marktktl.	Anmelder	Käufer	Inhaber
C 2425 NL	01401855.0	11.07.2001			C02B	CDG		CDK
C 2425 NZ	521511	20.09.2002			C02B	CDK		
C 2425 PT	01401855.0	11.07.2001			C02B	CDG		CDK
C 2425 SE	01401855.0	11.07.2001			C02B	CDG		CDK
C 2425 TR	01401855.0	11.07.2001			C02B	CDG		CDK
C 2425 US	10/681636	08.10.2003			C02B	CDK		

CDK als alleiniger Besitzer, Stand: 31.12.2004

SEITE 186 VON 1227

Familie: C 2886 Kurztitel: EO-freie sprühbare Nanoemulsion

Int AZ	Anm Nr	Anm Dat	Pat Nr	Erteilung	Marktkl.	Anmelder	Käufer	Inhaber
C 2886 AT	04016922.9	17.07.2004			C01C	CDK		
C 2886 BE	04016922.9	17.07.2004			C01C	CDK		
C 2886 BG	04016922.9	17.07.2004			C01C	CDK		
C 2886 CH	04016922.9	17.07.2004			C01C	CDK		
C 2886 CY	04016922.9	17.07.2004			C01C	CDK		
C 2886 CZ	04016922.9	17.07.2004			C01C	CDK		
C 2886 DE*	10346515.4	02.10.2003			C01C	CDK		
C 2886 DE	04016922.9	17.07.2004			C01C	CDK		
C 2886 DK	04016922.9	17.07.2004			C01C	CDK		
C 2886 EE	04016922.9	17.07.2004			C01C	CDK		
C 2886 EP	04016922.9	17.07.2004			C01C	CDK		
C 2886 ES	04016922.9	17.07.2004			C01C	CDK		
C 2886 FI	04016922.9	17.07.2004			C01C	CDK		
C 2886 FR	04016922.9	17.07.2004			C01C	CDK		
C 2886 GB	04016922.9	17.07.2004			C01C	CDK		
C 2886 GR	04016922.9	17.07.2004			C01C	CDK		
C 2886 HU	04016922.9	17.07.2004			C01C	CDK		
C 2886 IE	04016922.9	17.07.2004			C01C	CDK		

CDK als alleiniger Besitzer, Stand: 31.12.2004

SEITE 107 VON 1227

PATENT

REEL: 023220 FRAME: 0970

Familie: C 2886 Kurztitel: EO-freie sprühbare Nanoemulsion

Int AZ	Anm Nr	Anm Dat	Pat Nr	Erteilung	Marktkl.	Anmelder	Käufer	Inhaber
C 2886 IT	04016922.9	17.07.2004			C01C	CDK		
C 2886 JP	2004-220415	28.07.2004			C01C	CDK		
C 2886 LU	04016922.9	17.07.2004			C01C	CDK		
C 2886 MC	04016922.9	17.07.2004			C01C	CDK		
C 2886 NL	04016922.9	17.07.2004			C01C	CDK		
C 2886 PT	04016922.9	17.07.2004			C01C	CDK		
C 2886 RO	04016922.9	17.07.2004			C01C	CDK		
C 2886 SE	04016922.9	17.07.2004			C01C	CDK		
C 2886 SI	04016922.9	17.07.2004			C01C	CDK		
C 2886 SK	04016922.9	17.07.2004			C01C	CDK		
C 2886 TR	04016922.9	17.07.2004			C01C	CDK		
C 2886 US	10/899670	27.07.2004						

CDK als alleiniger Besitzer, Stand: 31.12.2004

SEITE 108 VON 1227

Familie: C 2887 Kurztitel: Selbstmülgierende Grundlage

Int AZ	Anm Nr	Anm Dat	Pat Nr	Erteilung	Marktkl.	Anmelder	Käufer	Inhaber
C 2887 DE*	10347940.6	15.10.2003			C01C	CDK		
C 2887 DE	04023847.9	06.10.2004			C01C	CDK		
C 2887 EP	04023847.9	06.10.2004			C01C	CDK		
C 2887 ES	04023847.9	06.10.2004			C01C	CDK		
C 2887 FR	04023847.9	06.10.2004			C01C	CDK		
C 2887 GB	04023847.9	06.10.2004			C01C	CDK		
C 2887 IT	04023847.9	06.10.2004			C01C	CDK		
C 2887 JP	2004-299721	14.10.2004			C01C	CDK		
C2887 US	10/963857	13.10.2004						

CDK als alleiniger Besitzer, Stand: 31.12.2004

SEITE 109 VON 1227

Familie: D 9113 Kurztitel: Bröselmasse

Int AZ	Anm Nr	Anm Dat	Pat Nr	Erteilung	Marktkl.	Anmelder	Käufer	Inhaber
D 9113 AT	91/917411	07.10.1991	0553127	08.01.1997	F	HEN		CDK
D 9113 BE	91/917411	07.10.1991	0553127	08.01.1997	F	HEN		CDK
D 9113 CA	/2094297	07.10.1991	2094297	20.03.2001	F	HEN		CDK
D 9113 DE	/59108475.9-08	07.10.1991	0553127	08.01.1997	F	HEN		CDK
D 9113 EP	91917411.0	07.10.1991	0553127	08.01.1997	F	HEN	CDK	
D 9113 FR	91/917411	07.10.1991	0553127	08.01.1997	F	HEN		CDK
D 9113 GB	91/917411	07.10.1991	0553127	08.01.1997	F	HEN		CDK
D 9113 IT	91/917411	07.10.1991	0553127	08.01.1997	F	HEN		CDK
D 9113 JP	91/515945	07.10.1991	3130038	17.11.2000	F	HEN		CDK
D 9113 NL	91/917411	07.10.1991	0553127	08.01.1997	F	HEN		CDK
D 9113 SE	91/917411.0	07.10.1991	0553127	08.01.1997	F	HEN	CDK	
D 9113 US	08/39363	07.10.1991	5382647	17.01.1995	F	HEN		CDK
D 9113 WO	91EP1899	07.10.1991			F	HEN	CDK	

CDK als alleiniger Besitzer

SEITE 98 VON 256

Familie: D 9225 Kurztitel: Waschmittelpasten

Int AZ	Anm Nr	Anm Dat	Pat Nr	Erteilung	Marktktl.	Anmelder	Käufer	Inhaber
D 9225 DE	/59105890.1-08	25.07.1991	541608	28.06.1995	C06C	HEN		CDK
D 9225 EP	91913378.5	25.07.1991	541608	28.06.1995	C06C	HEN	CDK	
D 9225 ES	91/913378	25.07.1991	541608	28.06.1995	C06C	HEN		CDK
D 9225 FR	91/913378	25.07.1991	541608	28.06.1995	C06C	HEN		CDK
D 9225 GB	91/913378	25.07.1991	541608	28.06.1995	C06C	HEN		CDK
D 9225 IT	91/913378	25.07.1991	541608	28.06.1995	C06C	HEN	CDK	
D 9225 US	/978701	25.07.1991	5397507	14.03.1995	C06C	HEN		CDK
D 9225 WO	91EP1395	25.07.1991			C06C	HEN	CDK	

CDK als alleiniger Besitzer, Stand: 31.12.2004

SEITE 683 VON 1227

Familie: D 9309 Kurztitel: Partialglyceridsulfate

Int AZ	Anm Nr	Anm Dat	Pat Nr	Erteilung	Marktktl.	Anmelder	Käufer	Inhaber
D 9309 DE	/59106604.1-08	25.11.1991	561825	27.09.1995	C03A	HEN		CDK
D 9309 EP	91920523.7	25.11.1991	561825	27.09.1995	C03A	HEN	CDK	
D 9309 ES	91920523.7	25.11.1991	561825	27.09.1995	C03A	HEN		CDK
D 9309 FR	91/920523	25.11.1991	561825	27.09.1995	C03A	HEN		CDK
D 9309 JP	92/500308	25.11.1991	3176621	06.04.2001	C03A	HEN	CDK	
D 9309 US	/66170	25.11.1991	5312932	17.05.1994	C03A	HEN		CDK
D 9309 WO	91EP2208	25.11.1991			C03A	HEN	CDK	

CDK als alleiniger Besitzer, Stand: 31.12.2004

SEITE 223 VON 1227