

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT					
NATURE OF CONVEYANCE:	ASSIGNMENT					
CONVEYING PARTY DATA						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Name</td> <td style="width: 50%;">Execution Date</td> </tr> <tr> <td>RHODIA UK LIMITED</td> <td>01/01/2006</td> </tr> </table>		Name	Execution Date	RHODIA UK LIMITED	01/01/2006	
Name	Execution Date					
RHODIA UK LIMITED	01/01/2006					
RECEIVING PARTY DATA						
Name:	RHODIA RECHERCHES ET TECHNOLOGIES					
Street Address:	52, RUE DE LA HAIE-COQ					
City:	AUBERVILLIERS					
State/Country:	FRANCE					
Postal Code:	93300					
PROPERTY NUMBERS Total: 1						
Property Type	Number					
Application Number:	10576032					
CORRESPONDENCE DATA						
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TECHNOLOGY & TRADEMARKS PURCHASE AGREEMENT

* * *

This TECHNOLOGY & TRADEMARKS PURCHASE AGREEMENT ("Agreement") is made and entered into effective as of 1st January, 2006 ("Effective Date") by and between:

Rhodia UK Limited a company duly organized and existing under the laws of the UNITED KINGDOM, with its registered office at Oak House / Reeds Crescent, WD24 4QP Watford, (hereafter, the "SELLER"),

AND,

Rhodia Recherches et Technologies ("RR&T") a *société par actions simplifiée* incorporated and operating under the laws of France with its principal office located at 52 Rue de la Haie Coq 93300 Aubervilliers, registered under number 322 346 669 RCS Bobigny, (hereafter, the "PURCHASER").

Hereafter, the SELLER and PURCHASER are referred to as the "Parties" to this Agreement.

In reference to the following facts:

WHEREAS, the Parties are affiliates of Rhodia, a company duly organized and existing under the laws of France, and are part of the Rhodia Group;

WHEREAS, the Parties entered into a Memorandum of Understanding ("MOU") effective January 2nd, 2006 whereby they agreed in good faith to promptly put in place a new Rhodia Group worldwide Rhodia Research and Development ("R&D") and related engineering and technology licensing policy effective as of the date of effect of the MOU;

WHEREAS, the Parties acknowledge the "Master Agreement Between Rhodia Recherches et Technologies And Rhodia Group Companies" (hereafter the "Master Agreement") whereby the Rhodia Group agreed that RR&T was entrusted with the management of the Rhodia Group's worldwide R&D processes and engineering resources located in research centers or at decentralized laboratories or at engineering departments on industrial production sites or at field marketing locations worldwide;

WHEREAS, RR&T, acting as the Rhodia Group's central R&D management location, is also the LICENSOR and/or sub-licensor for all Rhodia France's Intellectual Property ("IP") and Technology;

WHEREAS, the SELLER is the developer and owner of certain technology, Intellectual Property ("IP") rights and confidential information related to the design, development and manufacture of Rhodia Products for Rhodia's PHOSPORUS &

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PERFORMANCE DERIVATIVES ("PPD") Business Unit ("BU") which is in turn an operational unit which is part of the Rhodia Group's worldwide Novecare Enterprise;

WHEREAS, the PURCHASER wishes to acquire all rights related to such SELLER owned Trademarks and Technology and IP rights (as defined herein) and any related confidential information related to the SELLER's PPD Research and Development ("R&D") activity;

WHEREAS, the SELLER is willing to transfer to the PURCHASER for an arm's length purchase price all rights to such SELLER owned Trademarks as well as developed technology, IP rights and other confidential information in accordance with the terms and conditions of this Agreement; and,

WHEREAS, the SELLER and the PURCHASER have entered into a license for valuable RR&T technology, IP rights and other confidential information, as well as valuable Trademarks under the Master License Agreement ("MLA") and hence the acquisition of all rights granted to the PURCHASER under this Agreement will be henceforth subject to the contractual understanding (terms and conditions) of the MLA whereby the PURCHASER agrees to include all purchased technology and rights under the MLA and compensate the SELLER's international R&D costs (under the terms and conditions specified in the MLA).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Parties hereby agree as follows:

Article 1: Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

- 1.1 "Affiliate" shall mean another entity which directly or indirectly controls, is controlled by, or is under common control with the original entity. The term "Control" means the ownership of at least 50 percent of the share capital and/or of the voting rights.
- 1.2 "Rhodia Group" shall mean Rhodia SA and all of its worldwide affiliates.
- 1.3 "Rhodia France" shall mean RR&T and all other affiliates in France.
- 1.4 "Market Sector" shall mean the technical domain and business expertise of the SELLER related to PPD (as defined under Rhodia Group's global management organization).
- 1.5 "Products" shall mean the Rhodia PPD products developed by the SELLER's R&D activity.

- 1.6 "Patents" shall mean all SELLER owned patents, including reissues, divisions, renewals and extensions thereof, including any patents currently in the process of being filed or filed but not yet issued, and any and all rights derived there from and all reissues, divisions, renewals and extensions thereof related to the SELLER's Market Sector and Products. Annex 1 lists the SELLER's patents covered by this Agreement.
- 1.7 "Intellectual Property Rights" or "IP Rights" or "IP" shall mean any and all patents, other proprietary rights (trade secret knowledge), and all applications and registrations thereof, which relate to, are embodied or incorporated in, or are used in conjunction with the Market Sector and Products as well as SELLER owned PPD - related Trademarks (as listed in Annex 2 to this Agreement). Included within the scope of IP rights are all confidential information and data related to the SELLER's Market Sector and Products.
- 1.8 "SELLER Technology" shall mean and include any and all existing SELLER IP as well as R&D results, knowledge, including trade secret knowledge, documentation relating to processes, services, technical information, and any other information in any format which is useful or necessary for the development, and/or manufacture, and/or marketing of the SELLER's Products, including know-how which was developed based on RR&T's know-how and other technical information, in whatever form, tangible or intangible, in existence as of the Effective Date or arising after the Effective Date while this Agreement is in force, and all updates, enhancements, improvements, and modifications thereto, relating to design, development, manufacture, operation, maintenance and/or repair of any or all the Products.

Article 2: Sale of Technology & Trademarks

- 2.1 SELLER hereby agrees under this Agreement to hereby sell, transfer and assign to the PURCHASER without reservation or exception, and the PURCHASER hereby accepts, purchases, and acquires all of the SELLER's rights, title and interest related to the SELLER's Technology as of the effective date of this Agreement subject to the terms and conditions stated herein, as well as SELLER-owned Trademarks (trade names) listed in Annex 2.
- 2.2 The assignment of the Patents shall be effective on the effective date of this Agreement (the "Effective Date").
- 2.3 As a consequence the PURCHASER shall, as from the Effective Date, be vested with all rights over the Patents previously held by the SELLER.
- 2.4 The PURCHASER shall therefore hold all rights of ownership and use over the Technology (that is IP, including Patents) and shall be entitled to assign them, use them, maintain them or abandon them as it wishes.
- 2.5 In case the PURCHASER wishes to maintain the Patents, it shall pay the annuities as from the Effective Date.

- 2.6 This assignment shall entail the right for the PURCHASER to bring legal claims for Patents infringement in respect of all acts of infringement, whether occurring prior to or after the Effective Date.

Article 3: SELLER's Responsibilities

- 3.1 SELLER commits to provide all necessary information to allow the PURCHASER to carryout its responsibilities as the legal owner of Technology.
- 3.2 As soon as practically possible, but in no event later than thirty (30) days after the date of execution of this Agreement, SELLER shall transfer to PURCHASER all relevant documentation in its possession relating to the IP, including patents (including but not limited to filings, registration certificates, letters with the relevant industrial property institutes, proof of payment of annuities, internal files, etc.).

Article 4: PURCHASER's responsibilities

- 4.1. PURCHASER hereby agrees that it allows SELLER to use all PPD Market Sector and Product know-how and related IP, including the valuable Rhodia Trademarks (trade names and marks) as well as PPD -related Trademarks (trade names and related marks) and as long SELLER complies with the terms and conditions of the MLA, separately entered into by the Parties.
- 4.2 The formalities relating to the assignment of the Patents provided for in this Agreement shall be effected with all relevant registers. These formalities shall be effected by the PURCHASER who shall bear all related fees and expenses. The SELLER undertakes to sign all documents, complete all necessary steps, and provide all lawful cooperation in order to allow the PURCHASER to proceed with the registration of this assignment in any register concerned, to perfect the PURCHASER's title in and to the transferred Patents worldwide, and to otherwise carry out and fulfil the purposes and intent of this Agreement.
- 4.3 The registration of this Agreement with the tax administration shall be effected by the PURCHASER who shall pay all registration duties arising there from.

Article 5: Consideration to be paid

- 5.1 In consideration for the sale of the PPD Technology and Trademarks, PURCHASER will compensate the SELLER the amount as defined at Annex 3.
- 5.2 The PURCHASER agrees that the amount determined in Annex 3 is the entire compensation due for any and all rights sold under this Agreement.

Article 6: General Provisions

- 6.1 Notices: All notices, reports and other communications between the parties shall be sent by registered air mail, postage prepaid and return receipt requested, or by facsimile with a confirmation sent by registered air mail to the address set forth at the

beginning of this Agreement or to such other addresses as the parties may designate by written notice from time to time. Each such notice, report, or other communication shall be effective upon receipt by the sender of confirmation of the delivery, or where no such confirmation is possible, when received.

- 6.2 **Choice of Law and Forum:** This Agreement shall be governed by and construed and enforced in accordance with the laws of France. Any dispute, controversy or claim arising out of, or in connection with this Agreement or the breach, termination or validity thereof, which cannot be resolved by good faith discussions between the Parties shall be submitted to the Tribunal de Grande Instance de Paris..
- 6.3 **Headings:** The subject headings of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any provision of this Agreement.
- 6.4 **Counterparts:** This Agreement may be executed in several duplicates, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 6.5 **Waivers:** The failure by either party to assert any of its rights hereunder, including but not limited to, the right to terminate this Agreement due to a breach or default by the other party hereto, shall not be deemed to constitute a waiver by that party of its rights thereafter to enforce each and every provision of this Agreement in accordance with its terms.
- 6.6 **Entire Agreements and Amendments:** This Agreement constitutes the entire agreement between the parties and supersede all prior agreements, understandings and communications between the parties with respect to the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless in writing and executed by the duly authorized representative of each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written, in two (2) originals.

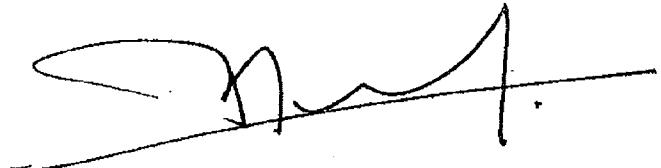
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RHODIA UK LIMITED
Represented by

John SCOTT
Director

Duly authorized



RHODIA RECHERCHES ET TECHNOLOGIES
Represented by

Paul-Joël DERIAN
President

Duly authorized

RHODIA CASE	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
1 X1351	26/08/83 (GB)	1983	GB8323025 THPS as biocide for water treatment. Produit-Application.	A&W	UK	Water & Oilfield
2 X1411	06/08/85 (GB)	1985	GB8519677 THPS & surfactant biocide (wetting agent).	A&W	UK	Water & Oilfield
3 X1561	23/12/86 (GB)	1986	GB86030740 Cr free pretreatment comps	A&W	UK	P4S performance
4 X1581	23/12/86 (GB)	1986	GB86030740 Cr free pretreatment comps	A&W	UK	P4S performance

RHODIA CASE	PRIORITY	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
5 X1603	05/06/87 (GB)	1987	GB87013224	Cotton/polyester THPX treatment	A&W	UK	Proban
6 X1791	03/03/89 (GB)	1989	GB8904844	THP/ aldehyde biocides.	A&W	UK	Water & Oilfield
7 X1886	10/08/90 (GB)	1990	GB9017537,3	Recycle cure unit.	A&W et RCS	UK	Proban

RHODIA CASE	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
8 X0241	18/12/90 (GB)	1991 IR29133	Bricorr ITC288 : water treatment agent.	A&W et RCS	UK	Water & Oilfield
9 X2069	27/09/91 (GB)	1991 GB9120652.4	Pretannage and casein finishing. Hydroxylalkyl phosphines and phosphonium compounds are used as chemical cross-linking agents.	A&W et RCS	UK	Leather
10 X2144	27/09/91 (GB)	1991 GB91020652	Hydroxylalkyl phosphine compounds such as THPX salts are applied to skins or hides, or leather in finishing operations	RCS	UK	Leather

RHODIA CASE	PRIORITY	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
11 X0283	15/08/91 (GB)	1991	GB91017603	Organophosphine : low pressure production	A&W et RCS	UK	P4S custom
12 X0335	16/04/92 (GB)	1992	GB9208390,6	Brincoff process improvement. Reaction of water-soluble olefinic or acetylenic carboxylate salt or alcohol, with water-soluble phosphite salt, to make a water-soluble organic phosphonate (phosphonation catalysed by hydrogen peroxide as a source of free radicals)	A&W	UK	Water & Oilfield
13 X0278	18/08/94 (US)	1994	US08/292371	Brincoff IT/C28B : water treatment agent (division)	A&W et RCS	UK	Water & Oilfield

RHODIA CASE	PRIORITY	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
14 X2242	22/06/94 (GB)	1994	GB9412484,9	Increased loading of P compounds & oxydation	A&W et RCS	UK	Proban
15 X0511	25/10/94 (GB)	1994	GB9421424,4	THPX + organic N compound (urea) + OH-reactive organic compound (having 12 or more C atoms), impact 826	A&W et RCS	UK	Proban
16 RD01033	16/08/95 (US)	1995	GB9516794,6	Method for producing alkyl derivatives of phosphonic acids together with hexyl-bis(5-ethyl-2-hexyl-2-1,3,2-dioxaphosphorinac-5-y)methyl ester. P,P1 dioxide as new product.	A&W et RCS	UK	Antiblaze
17 X0550	14/05/96 (GB)	1996	GB960010070	Polymer composition including phosphorus substituents which comprises : (a) a phosphono-substituted carboxylic acid or an ester of such acid ; and (b) a mono- or polyfunctional entity polymerizable with (a).	A&W et RCS	UK	P4S performance

RHODIA CASE	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
18 X0673	26/02/97 (GB)	1997 GB9803380.6	Process for P.P.E. Polymers (end capped polymers) vinyl phosphonic acid, vinylidene diphosphonic acid or an alpha substituted vinyl phosphonic acid is reacted with hypophosphorous acid in aqueous solution in the presence of a free radical source.	A&W et RCS	UK	Water & Oilfield
19 X2356	04/10/97 (GB)	1997 GB9721021.5	Process for solid THPX. Solid composition in powdery, granular or tabletted form comprising THP salt and a solid acid substrate such as adipic acid.	RCS	UK	Water & Oilfield
20 X2401	23/12/97 (GB)	1997 GB9727006.0	THPX + non-surfactant biopenetrant (polyquats or glycol ether)	A&W et RCS	UK	Water & Oilfield

RHODIA CASE	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
21 X2374	30/10/97 (GB)	1997 GB9722806,8	Tanning with THP or THP condensate (with an amide or amine)	RCS	UK	Leather
22 X0587	10/01/98 (GB)	1998 GB9800452,6	Process of manufacture of VDPA (alkenephosphinic acid) made by dehydration of salts of alpha-hydroxy-alkane diphosphonic acid dimers, with subsequent low-temperature pyrolysis.	A&W et RCS	UK	Water & Oilfield
23 X0733	24/10/98 (GB)	1998 GB9823208,5	Organophosphine	A&W et RCS	UK	P4S custom
24 X0704	25/02/98 (GB)	1998 GB9803812,8	Membrane filtration	A&W et RCS	UK	P4S performance

RHODIA CASE	PRIORITY	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
25 X2582	25/01/99 (US)	1999	US09/237160	ADPA/543 scale inhibitor	RCS	UK	Water & Oilfield
26 X2480	03/02/99 (GB)	1999	GB9902247,7	Tannage with THPX + chrome compound	RCS	UK	Leather
27 X2524	18/06/99 (GB)	1999	GB9914139,2	THPX + moderator (water soluble aliphatic polyhydroxy compounds comprising at least three adjacent geminal or vicinal CHOH groups, such as glycerol or a carbohydrate)	RCS	UK	Leather
28 X2499	12/03/99 (GB)	1999	GB9905600,4	Metal pretreatment (silica/phosphonate)	A&W et RCS	UK	P4S performance

RHODIA CASE	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
29 X0779	02/02/00 (GB)	2000 GB00002278,0	Acetylene Phosphinates (co)oligomers of acetylenic compounds with hypophosphorous acid are useful telogens for making scale inhibitors), desal product	RCS	UK	Water & Oilfield
30 X0782	11/05/00 (GB)	2000 GB0011240,9	Acetylene Phosphinates	RCS	UK	Water & Oilfield
31 X0786	22/01/00 (GB)	2000 GB0001417,5	THPX in pulping liquors for chemically deactivating catalase- producing bacteria "bleaching pulp".	RCS	UK	Water & Oilfield
32 X0816	20/07/00 (GB)	2000 GB0017675,0	THPX/aminophosphonates for avoiding FeS deposits (dissolution).	RCS	UK	Water & Oilfield

RHODIA CASE	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
33 X0833	27/02/01 (GB)	2001	Method of making aromatic phosphite from aromatic OH ⁻ compound and PX3 in the presence of an amine (tri-propyl or tri-butyl amine). Diphite	RCS	UK	II
34 X0490	15/08/01 (GB)	2001	Vinylyphosphonic acid	RCS	UK	P4S custom
35 X0837	01/03/01 (GB)	2001	Chlorophosphine	RCS	UK	P4S custom
36 X0851	28/06/01 (GB)	2001	Bisphosphonate	RCS	UK	P4S custom

RHODIA CASE	PRIORITY	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
37 X0855	27/09/01 (GB)	2001	GB0123202.4	Beta ketophosphonate	RCS	UK	P4S custom
38 R03003	20/12/02 (GB)	2002	GB0229684.6	Phosphorous-containing biodegradable polymer (chain length influence)	RCS	UK	Water & Oilfield
39 R02007	25/01/02 (FR)	2002	FR02000929	Nouvel agent ignifugeant pour polymères à base d'acide orthophosphorique ou polyphosphorique imprégné sur une silice très poreuse	RCS	UK	Amgard
40 R02094	09/07/02 (GB)	2002	GB0215803.8	Flame retardant fabric (Kerpro) made from blended fibres: polyamide imide fibres + cellulosic fibres (rendered flame-retardant by treatment with THPX + organic nitrogen compound).	RCS	UK	Proban

RHODIA CASE	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
41 R02129	23/09/02 (FR)	2002 FR0211731	Préparation diastéréosélectif d'œufines par la réaction d'Horner-Wadsworth-Emmons	RCS	UK	P4S custom
42 R03004	29/01/03 (GB)	2002 GB0230095,2	Phosphoro-di amidite. Production comprising the steps of reacting a phosphorus trihalide with a dialkyl amine in a polar solvent to form an intermediate compound; which is then subsequently reacted with an hydroxyalkyl compound and a dialkyl amine in the presence of a non-polar co-solvent. Following filtration to remove the solid by-product the two solvents form separate layers.	RCS	UK	P4S performance
43 R03007	29/01/03 (GB)	2003 GB0301975,9	Combination of THPX + dispersant (phosphonate, a phosphonated oligomer of an unsaturated acid, a homopolymer of an unsaturated acid or a polyphosphate,) as short term preservatives for slurry coatings used in paper manufacture	RCS	UK	Water & Oilfield

RHODIA CASE	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
44 R03024	07/03/03 (GB)	2003 GB0305202,4	Use of phosphorus containing compounds to inhibit the deposition of silica and silicate scales on surfaces in aqueous systems.	RCS	UK	Water & Oilfield
45 R03033	21/03/03 (GB)	2003 GB030006531,5	Association of THPX + thio-substituted compound as both metal sulphide scale dissolving and corrosion inhibition properties.	RCS	UK	Water & Oilfield
46 R03046	22/04/03 (FR)	2003 FR0304925	Utilisation de latex pour traiter des canalisations contenant du plomb	RCS et ANJOU RECH.	UK	Water & Oilfield

RHODIA CASE	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
47 R03078	20/06/03 (GB)	2003 GB0314363,3	Method of treating sewage sludge to reduce the bacterial content by using a phosphorus-containing compound (THPX).	RCS et THAMES WATER	UK	Water & Oilfield
48 R03079	20/06/03 (GB)	2003 GB0314365,8	Uncoupling agent comprising an alkyl-substituted phosphonium compound of formula $[(R)_4P^+In^-X]$ or an alkyl-substituted phosphine of formula $(R)_3P$, for use in the control of bacterial biomass in aqueous systems.	RCS	UK	Water & Oilfield
49 R03079G1	20/06/03 (GB)	2003 GB0314365,8	Bacterial uncoupling	RHODIA UK	UK	Water & Oilfield
50 R03126	11/09/03 (GB)	2003 GB0321276,8	Combination THPX salts and ammonium + strong acid (low pH) are effective at preventing and removing iron sulphide scale in waters systems	RHODIA UK	UK	Water & Oilfield

RHODIA CASE	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
51 R03135	16/10/03 (GB)	2003 GB0324238,5	Low corrosion formulation THPX salt + acetylenic alcohol (propargyl alcohol) for use in applications where there may be an issue with the corrosivity of THPS especially in the treatment of metal sulphide scale deposits in aqueous systems	RHODIA UK	UK	Water & Oilfield
52 R03159	06/12/03 (GB)	2003 GB0328388,4	Decoupling	RCS	UK	Water & Oilfield
53 R03121	05/09/03 (GB)	2003 GB0320796,6	Aryl phosphines	RHODIA UK	UK	P4S custom

RHODIA CASE	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
54 R03148	04/11/03 (FR)	2003	Synthèse stéréosélective d'esters alpha-beta insaturés permettant de préparer l'isomère cinétique (composé Z) avec des sélectivités élevées par la réaction de l'Horner Wadsworth Emmons mettant en œuvre des phosphonates à base de phénol	FR0312921 RCS	UK	P4S custom
55 R03120	02/09/03 (GB)	2003	P-block polymers	RHODIA UK	UK	P4S performance
56 R03152	24/11/03 (FR)	2003	Nouveaux dendrimères à terminaisons monophosphoniques	RCS et CNRS	UK	P4S performance

RHODIA CASE	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
57 R03153	24/11/03 (FR)	2003	FR0313752 Nouveaux dendrimères à terminaisons bisphosphoniques	RCS et CNRS	UK	P4S performance
58 R04002	08/01/04 (GB)	2004	03/01/2996 Agent comprising an alkanolamine phosphonate (e.g. ITC 1190), for use in the reduction of incrustation on garments.	RHODIA UK	UK	Water & Oilfield
59 R04015	02/03/04 (GB)	2004	GB0402395,8 THPX + phosphonated polymer biopenertrant, for biocidal activity.	RHODIA UK	UK	Water & Oilfield
60 R04016	20/02/04 (GB)	2004	GB0403773,5 Embedded biocide THPX in a matrix substrate (polyhydric compound)	RHODIA UK	UK	Water & Oilfield

RHODIA CASE	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
61 R04020	28/02/04 (GB)	2004 GB0404481,4	Phosphonated polymers as naphthenate and carboxylate salt control agents, as soap control agents	RHODIA UK	UK	Water & Oilfield
62 R04065	29/06/04 (FR)	2004 FR0407143	Utilisation de gomme végétale éventuellement modifiée et éventuellement insoluble pour l'élimination de substances organiques naturelles ou synthétiques dans des liquides	RCS	UK	Water & Oilfield
63 R04066	29/06/04 (FR)	2004 FR0407141	Utilisation d'amidon éventuellement modifié et éventuellement insoluble pour l'élimination de substances organiques naturelles dans des liquides	RCS	UK	Water & Oilfield

RHODIA CASE	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
64 R04129G1	17/12/04 (GB)	2004 PCT/GB2004/002656	Use of a non-oxidising water-soluble biocide (THPX) in the improvement of sludge quality by reducing the sludge tendency towards bulking	RHODIA UK	UK	Water & Oilfield
65 R04130	20/12/04 (GB)	2004 GB0427740,6	Method of treating sewage sludge to reduce its pathogen content with THPX	RHODIA UK	UK	Water & Oilfield
66 R04073	05/07/04 (GB)	2004 GB0414998,5	Ligand catalyst	RHODIA UK	UK	P4S custom

RHODIA CASE	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
67 R04080	30/07/04 (FR)	2004 FR0408426	Utilisation de dendrimères pour stimuler la croissance cellulaire	RHODIA UK, CNRS et INSERM	UK	P4S performance
68 R04092	22/09/04 (GB)	2004 GB0420987,0	Aminophosphinate polymers	RHODIA UK	UK	P4S performance
69 R05009	10/02/05 (GB)	2005 GB0502762,8	Phosphonic acid/Phosphates as sludge controller for preventing formation of ferric-ion-induced sludge in a process for the extraction of crude oil	RHODIA UK	UK	Water & Oilfield
70 R05055	29/03/05 (GB)	2005 GB0506275,7	Graft co-polymers (anchoring-hydrophobic-hydrophilic) for silica scale inhibition in aqueous systems	RHODIA UK	UK	Water & Oilfield

RHODIA CASE	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
71 R05056	06/04/05 (GB)	2005 GB0506962,0	Method for treating an aqueous system including a scale inhibitor and one or more dissolved interfering ions to separate the scale inhibitor from the aqueous system and the dissolved interfering ions, wherein the scale inhibitor comprises a polymer including at least one anionic group and the method comprises treating the aqueous system with a cationic substrate or a free cation.	RHODIA UK	UK	Water & Oilfield
72 R05075	06/08/05 (GB)	2005 GB0516199,7	Improved aminophosphinate copolymer, as scale and corrosion inhibitors for water treatment	RHODIA UK	UK	Water & Oilfield
73 R05093	10/11/05 (GB)	2005 GB05222943,0	THPX salt + alkyl phosphonic acid, for the treatment of aqueous systems	RHODIA UK	UK	Water & Oilfield

RHODIA CASE	PRIORITY	PRIORITY YEAR	PRIORITY NUMBER	TITLE/DESCRIPTION	APPLICANT NAME	OWNER'S NATIONALITY	BUSINESS
74 R05053	05/07/05 (US)	2005	US60/6955882	Mixture of three types of linear, branched or cyclic phosphonates, as flame-retardants for thermoplastics	RHODIA UK	UK	Amgard
75 R05074	22/07/05 (GB)	2005	GB0515082.6	1,4-diphosphines	RHODIA UK	UK	P4S custom
76 R05086	06/10/05 (GB)	2005	GB0520310.4	Triblock Polymers-I	RHODIA UK	UK	P4S performance

Annex 2

List of SELLER'S Trademarks Covered by This Agreement

Trademark name	Country [W]	Filing date	Filing number	First registration date	First registration number
ACCOMET	UNITED STATES OF AMERICA	20/FEB/1986	584621	21/JUN/1988	1492766
ACCOMET	AUSTRALIA	17/DEC/1971	254589	17/DEC/1971	254589
ACCOMET	UNITED KINGDOM	15/FEB/1967	905528	15/FEB/1967	905528
ACCOMET	BENELUX	17/DEC/1971	575088	17/DEC/1971	307014
ACCOMET	GERMANY	17/DEC/1971	A22999/ZWZ	26/JUN/1978	972828
ACCOMET	SOUTH KOREA / REPUBLIC OF KOREA	16/JAN/1986	644/1986	07/JAN/1987	136210
ACCOMBT	SWEDEN	20/DEC/1971	5255/71	15/SEP/1972	140642
ACCOMET	ITALY	18/JAN/1972	39782-C/72	12/FEB/1974	648822
ACCOMET	SOUTH KOREA / REPUBLIC OF KOREA	16/JAN/1986	645/1986	02/OCT/1986	131665
ACCOMET	FRANCE	14/FEB/1972	849867	14/FEB/1972	1196194
ACCOMET	UNITED KINGDOM	15/FEB/1967	905527	15/FEB/1967	905527
ACCOMET	CANADA	12/FEB/1973	361348	21/SEP/1973	194226
ALBRICIDE	ISRAEL	22/MAR/1976	42065	22/MAR/1976	42065
ALBRICIDE	HONG KONG	29/MAR/1976	265	29/MAR/1976	265
ALBRICIDE	BENELUX	20/MAI/1988	715446	17/AVR/1989	451014
ALBRICIDE	UNITED KINGDOM	01/OCT/1986	1285418	23/OCT/1987	1285418
ALBRICIDE	UNITED KINGDOM	14/FEB/1973	1006512	14/FEB/1973	1006512
ALBRICRYL	IRELAND	25/NOV/1993	93/5818	25/NOV/1993	158715
ALBRICRYL	IRELAND	25/NOV/1993	93/5819	25/NOV/1993	158716
ALBRICRYL	UNITED KINGDOM	18/NOV/1993	1554100	18/NOV/1993	1554100
ALBRICRYL	UNITED KINGDOM	18/NOV/1993	1554101	18/NOV/1993	1554101
ALBRIFILM	ISRAEL	22/MAR/1976	42066	22/MAR/1976	42066
ALBRIFILM	BENELUX	20/MAI/1988	715444	17/AVR/1989	450463
ALBRIFILM	HONG KONG	29/MAR/1976	1148	29/MAR/1976	1148
ALBRIFILM	UNITED KINGDOM	01/OCT/1986	1285416	23/OCT/1987	1285416
ALBRIFILM	UNITED KINGDOM	01/JUN/1976	1063676	01/JUN/1976	1063676
ALBRIFIN	TAIWAN	02/SEP/1989	(78)40783	16/JUN/1990	486661
ALBRIFIN	TAIWAN	02/SEP/1989	(78)40782	16/JUL/1990	490550
ALBRIFIN	CANADA	10/SEP/1985	548934	06/NOV/1987	333881
ALBRIFLOC	BENELUX	20/MAI/1988	715448	17/AVR/1989	450464
ALBRIFLOC	UNITED KINGDOM	15/JUL/1977	1081063	15/JUL/1977	1081063
ALBRIFLOC	UNITED KINGDOM	01/OCT/1986	1285417	23/OCT/1987	1285417
ALBRIHIB	NORWAY	08/MAI/1998	98.04004	09/OCT/1998	193438
ALBRILAC	NORWAY	08/NOV/1994	94.6285	06/MAR/1997	180337
ALBRILAC	IRELAND	08/OCT/1994	94/6639	08/OCT/1994	162797
ALBRILAC	UNITED KINGDOM	08/OCT/1994	1587146	08/OCT/1994	1587146
ALBRILAC	UNITED KINGDOM	08/OCT/1994	1587149	08/OCT/1994	1587149
ALBRILAN	UNITED KINGDOM	13/DEC/1973	1022172	13/DEC/1973	1022172
ALBRISTAR	UNITED KINGDOM	05/SEP/1980	1139819	27/OCT/1982	1139819

Trademark name	Country [W]	Filing date	Filing number	First registration date	First registration number
TOLCIDE	INDIA	12/OCT/1992	582809	30/MAR/2001	582809
TOLCIDE	UNITED STATES OF AMERICA	16/OCT/1989	833321	04/SEP/1990	1611844
TOLCIDE	ARGENTINA	24/FEB/1997	2070674	20/SEP/1999	1753424
TOLCIDE	SERBIE & MONTENEGRO	15/JUL/1992	Z-800/92	15/JUL/1992	39856
TOLCIDE	MEXICO	26/NOV/1993	184246	19/JAN/1994	450486
TOLCIDE	GERMANY	19/JUL/1985	T24753/5WZ	03/SEP/1986	1095964
TOLCIDE	CANADA	18/JUL/1985	546334	20/JAN/1989	350113
TOLCIDE	BENELUX	17/JUL/1985	676137	10/MAR/1986	411568
TOLCIDE	AUSTRIA	17/JUL/1985	AM22228/85	13/JAN/1986	111262
TOLCIDE	FRANCE	18/JUL/1985	752374	18/JUL/1985	1317352
TOLCIDE	SPAIN	09/AOU/1985	1114980	05/JUN/1987	1114980
TOLCIDE	UNITED KINGDOM	03/JUL/1985	1245331	28/AOU/1987	1245331
TOLCIDE	SWITZERLAND	21/MAR/1995	3039/1995.7	11/OCT/1996	428939
TOLCIDE	NEW ZEALAND	22/JUN/1992	219260	22/JUN/1992	219260
TOLCIDE	SINGAPORE	21/MAR/1991	S/3142/91	21/MAR/1991	3142/91
TOLCIDE	PARAGUAY	26/NOV/1993	20191/93	03/NOV/1994	172629
TOLCIDE	SOUTH AFRICA	24/JUL/1985	85/5338	01/OCT/1986	85/5338
TOLCIDE	RUSSIAN FEDERATION	19/NOV/2004	20044726886	15/DEC/2005	299553
XYLOK	UNITED KINGDOM	23/SEP/1976	1068656	23/SEP/1976	1068656
XYLOK	UNITED KINGDOM	05/NOV/1976	1070375	05/NOV/1976	1070375
XYLOK	FRANCE	18/SEP/1984	714804	18/SEP/1984	1284236
XYLOK	JAPAN	17/FEV/1972	21754/1972	18/NOV/1974	1097120
XYLOK	UNITED KINGDOM	05/NOV/1976	1070376	05/NOV/1976	1070376

Annex 3

Purchase Price

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In consideration of for the sale of the Technology, Intellectual Property and Trademarks under this Agreement, the PURCHASER shall pay the amount of 9 400 000 GBP. The total purchase amount consists of the following: a) payment for patents (Annex 1) – 4 150 000 GBP; b) payment for trademarks (Annex 2) – 740 000 GBP; c) payment for post-2002 PPD know-how – 2 660 000 GBP; d) payment for pre-2002 PPD know-how – 1 850 000 GBP. Payment shall be made according to Rhodia's standard terms and conditions upon execution of this Agreement.