

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	04/01/2010
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
Patent Number:	5866210
CORRESPONDENCE DATA	
Fax Number:	(973)245-6703
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	973-245-7357
Email:	melanie.brown@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:	3983 US (CCE)
NAME OF SUBMITTER:	Melanie L. Brown
Total Attachments: 13 source=BASF Catalysts to BASF Corp. 0410#page1.tif source=BASF Catalysts to BASF Corp. 0410#page2.tif	

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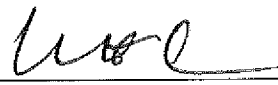
**CERTIFICATE OF ASSISTANT SECRETARY
BASF CORPORATION**

The undersigned, Keith H. Ansbacher, a duly elected and qualified Assistant Secretary of **BASF CORPORATION** (the "Corporation"), a Delaware corporation, hereby certifies as follows:

1. that I am a duly elected and qualified assistant secretary of the Corporation; and
2. that the Corporation is the sole member of BASF Catalysts Holding, LLC, a Delaware limited liability company ("Holding"); and
3. that Holding is the sole member of BASF Catalysts LLC, a Delaware limited liability company (the "LLC"); and
4. that on April 1, 2010 at 12:01 a.m., the LLC contributed substantially all of its assets to BASF LEC Catalysts LLC, a Delaware limited liability company and a wholly owned subsidiary of the LLC ("LEC"), pursuant to the terms and conditions of an Assignment and Assumption Agreement between the LLC and LEC having an effective date of April 1, 2010 at 12:01 a.m. and attached hereto as Exhibit 1; and
5. that on April 1, 2010 at 12:02 a.m., the LLC distributed all of its ownership interest in LEC (the "LEC Interest") to Holding; and
6. that on April 1, 2010 at 12:03 a.m., Holding distributed the LEC Interest to the Corporation; and
7. that on April 1, 2010 at 12:05 a.m., LEC merged with and into the Corporation pursuant to the Certificate of Merger certified by the Delaware Secretary of State on April 1, 2010 and attached hereto as Exhibit 2.

IN WITNESS WHEREOF, I have subscribed my name as of this 1st day of April 2010.

[SEAL]



Keith H. Ansbacher

STATE OF NEW JERSEY)
) SS:
COUNTY OF MORRIS)

I, Dawn S. Balut, a Notary Public, do hereby certify that on the 1st day of April, 2010, personally appeared before me Keith H. Ansbacher, and, being first duly sworn by me, acknowledged that he signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Dawn S. Balut

Notary Public

Dawn S. Balut
Notary Public of New Jersey
My Commission Expires
May 16, 2010

[SEAL]

EXECUTION VERSION

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of this 26th day of March, 2010 by BASF Catalysts LLC, a Delaware limited liability company (the "Assignor") and BASF LEC Catalysts LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms not defined herein shall have the meanings assigned to such terms in Exhibit A attached hereto.

WHEREAS, the Assignor is the sole member of the Assignee; and

WHEREAS, the Assignor desires to transfer the Business to the Assignee as a capital contribution in kind; and

WHEREAS, the Assignor and the Assignee desire to enter into this Agreement to provide for the transfer of the Business and the Assigned Assets and to make the assignments and assumptions set forth herein.

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

1. Transfer of the Business and Assigned Assets. Assignor hereby assigns, transfers, conveys, grants and delivers to Assignee, its successors and assigns forever, effective as of 12:01 am on April 1, 2010 (the "Effective Date"), the Business, as well as all of Assignor's right, title and interest and good and valid title in and to the Assigned Assets. Title in and to the Retained Assets shall remain with the Assignor.
2. Assumption of Liabilities. The Assignee shall assume and agree to pay, perform and discharge as and when due, each and all of the liabilities and obligations of the Assignor in existence as of the Effective Date, including (i) the performance of all existing liabilities and obligations under the Assigned Contracts; and (ii) trade and other current payables (the "Assumed Liabilities"), except for Retained Liabilities.
3. Employees. All employees currently employed by Assignor in the conduct of the Business (the "Employees") shall remain employees of the Assignor until the Assignee implements a new payroll system, currently targeted for January 1, 2011 (the "Target Date"). The Employees shall transfer to the Assignee, or an affiliate of the Assignee (the "Affiliate"), on the Target Date. Until the Employees are transferred to the Assignee or the Affiliate on the Target Date, the Assignor shall make the services of the Employees available exclusively to the Assignee or the Affiliate pursuant to the terms and conditions of an Employee Services Agreement between the Assignor and the Assignee or the Affiliate of even date herewith.
4. Further Actions.
 - a. If subsequent to the date hereof, any property that is a part of the Business or the Assigned Assets comes into the possession of the Assignor, the Assignor shall promptly deliver the same to the Assignee, at the Assignor's expense,

EXECUTION VERSION

and if such property is in the form of checks, drafts or other negotiable instruments, the Assignor shall promptly endorse the same to the Assignee.

- b. The Assignor covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Business and the Assigned Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of the Assignee's title to the Assigned Assets and, at the request of the Assignee, to execute and deliver (or cause to be executed and delivered) further instruments of transfer and assignment and take such other action as Assignee may reasonably request to more effectively transfer and assign to and vest in the Assignee each of the Assigned Assets, all at the sole cost and expense of the Assignor. Notwithstanding the foregoing, the Assignor will use its reasonable best efforts to obtain consents of all governmental authorities and third parties necessary to the consummation of the transactions contemplated by this Agreement. . It is expressly agreed that, with respect to any contracts or other assets for which consent to transfer is required, such assets are not being, and will not be, assigned to Assignee until such consent is received.
- c. In the event that at any time after the Effective Date any further action is necessary to carry out the purposes of the Assignment, the Assignor or the Assignee, as the case may be, shall take all such action without any further consideration therefor.

5. Binding Effect; Assignment. This Agreement 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.

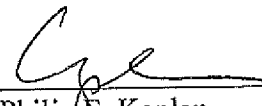
6. Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the State of Delaware without reference to that State's conflicts of laws principles.

7. Counterparts. This Agreement 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 Assignment and Assumption Agreement as of the day and year first above written.

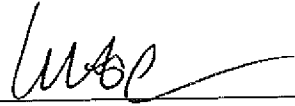
BASF CATALYSTS LLC

BASF LEC CATALYSTS LLC

By: 

Name: Philip E. Kaplan

Title: Vice President & Treasurer

By: 

Name: Keith H. Ansbacher

Title: Manager

EXHIBIT A

1. **Definition of the Business.** The "Business" as used herein shall mean all of the businesses conducted by the Assignor, including but not limited to: (i) Mobile Emissions Catalysts; (ii) Process Catalysts & Technologies; (iii) Precious & Base Metal Services; and (iv) Catalysis Research businesses, all as conducted by the Assignor prior to the assignment.

2. **Assigned Assets.** The "Assigned Assets" as used herein shall mean all of the assets and properties of the Assignor of every kind and character, tangible or intangible, real, personal or mixed, except for the Retained Assets (as defined below). In furtherance of the foregoing, the Assigned Assets shall include, without limitation, assets listed below in subparagraphs (a) – (f). It is the intent that all rights to any of the Assigned Assets owned by the Assignor be transferred to the Assignee 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 Assignor (whether leased or owned) (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 Assignor 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 shares or other ownership interests owned by the Assignor, other than the Excluded Interests;

(c) All cash, bank accounts, accounts receivable and notes receivable (trade or otherwise) of the Business and outstanding at the Effective Date;

(d) All metal held on account for Assignor by third party, whether in an allocated or unallocated metal account;

(e) All prepayments, performance and other bonds, security and other deposits, advances, advance payments, prepaid credits and deferred charges ;

(f) All inventories of the Assignor 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;

(g) All machinery, equipment, computers, computer software, furniture and fixtures, office equipment, vehicles, returnable containers, tools, parts and construction in progress of the Assignor (collectively, the "Fixed Assets");

(h) All trade secrets, proprietary information, inventions, methods, designs, processes, manufacturing methods, patents, patent applications, trademarks, trade names, procedures and formulas owned or licensed by the Assignor, 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");

(i) All rights of the Assignor under or pursuant to all warranties, representations and guarantees made by third party suppliers in connection with products or services furnished to the Assignor or affecting the Real Property or the Fixed Assets;

(j) All right, title and interest in, to or under all contracts, agreements, leases, licenses, commitments and understandings of the Assignor, except for the Excluded Contracts (the "Assigned Contracts");

(k) All licenses and permits of the Assignor, including but not limited to environmental or other permits required in connection with the operation of the Business, the Fixed Assets or the Real Property, to the extent transferable; and

(l) All of the Assignor'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 Business.

3. Retained Assets.

(a) The Real Property listed on Schedule 3(a) (the "Excluded Real Property");

(b) The shares or other ownership interests in the entities listed on Schedule 3(b) (the "Excluded Interests")

(c) the corporate seal, minute book and other corporate records of Assignor;

(d) any employee data that relates to Employees;

(e) assets of Employee Benefit Plans owned or held by Assignor;

(f) all claims, rights, benefits and interests to the extent arising under or resulting from any Retained Liability or any asset described in the other subparagraphs of this definition, including without limitation, all rights and claims, whether mature, contingent or otherwise, against third parties, whether in tort, contract or otherwise, causes of action, unliquidated rights and claims under or pursuant to all warranties, representations and guarantees made by manufacturers, suppliers or vendors, claims for refunds, rights of off-set and credits of all kinds and all other general intangibles;

- (g) the contracts identified on Schedule 3(g) ("Excluded Contracts");
- (h) all authorizations, consents, approvals, licenses, orders, permits, exemptions of, filings or registrations with, any Governmental Authority which are non-assignable or non-transferable;
- (i) contracts of insurance (including any return of charges or premiums under any rating plan and any payment on any claim) and all rights thereunder and
- (j) other assets identified on Schedule 3(j).

4. Retained Liabilities

- (a) all liabilities arising out of any lawsuit, action, proceeding, inquiry, claim, order or investigation related to the Assignor arising out of events, transactions, facts, acts or omissions which occurred prior to or on the Effective Date, including, without limitation, personal injury or property damage, product liability or strict liability;
- (b) all liabilities, obligations and commitments relating to products manufactured or sold by Assignor on or prior to the Effective Date, including warranty obligations; and
- (c) all liabilities related to the Retained Assets.

Schedule 3(a)

Excluded Real Property

1. all Real Property owned by the Assignor and located in the State of Georgia, including but not limited to:

- (a) 141 Engelhard Road
Attapulgus, GA 39815
- (b) 1277 Dedrick Road
McIntyre, GA 31054
- (c) Highway 18 Spur
Gordon, GA 31031
- (d) 1800 E. President Street
Savannah, GA 31404
- (e) All rights to extract or otherwise acquire minerals or other natural resources of any kind that are owned by the Assignor

2. all Real Property owned by the Assignor and located in the State of Massachusetts, including but not limited to the following properties of the Assignor:

30 Taunton Street
Plainville, MA 02762

Schedule 3(b)
Excluded Interests

BASF Engelhard Switzerland B.V.
BASF LEC Catalysts LLC
BASF Catalysts Delaware LLC
Engelhard Energy Corporation
Engelhard Power Marketing Inc
Mustang Property Corporation
Oliver Warehouse Inc.

Schedule 3(g)
Excluded Contracts

1. All confidentiality, secrecy, non-disclosure, or material sampling agreements to which the Assignor is a party;
2. All agreements relating to the Retained Assets;

**Schedule 3(j)
Other Retained Assets**

none

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"BASF LEC CATALYSTS LLC", A DELAWARE LIMITED LIABILITY COMPANY,

"BASF LEC CONSTRUCTION CHEMICALS LLC", A DELAWARE LIMITED LIABILITY COMPANY,

"BASF LEC FOAM LLC", A DELAWARE LIMITED LIABILITY COMPANY,

"BASF LEC SPARKS LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "BASF CORPORATION" UNDER THE NAME OF "BASF CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF MARCH, A.D. 2010, AT 12:49 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF APRIL, A.D. 2010, AT 12:05 O'CLOCK A.M.

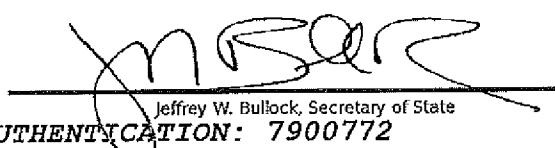
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

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You may verify this certificate online
at corp.delaware.gov/authver.shtml



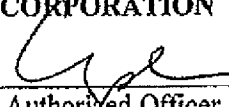

Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7900772

DATE: 03-30-10

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IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 29th day of March 2010.

BASF CORPORATION

By: 

Authorized Officer

Name: Philip H. Kaplan

Title: Senior Vice President & Treasurer