**PATENT ASSIGNMENT**

Electronic Version v1.1  
Stylesheet Version v1.1

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**RECEIVING PARTY DATA**

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<tr>
<th>Name</th>
<th>Huntsman Advanced Materials (Switzerland) GmbH</th>
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<tr>
<td>Street Address</td>
<td>Klybeckstrasse 200</td>
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<tr>
<td>City</td>
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<td>State/Country</td>
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**CORRESPONDENCE DATA**

Fax Number: (861)286-0115  
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 861-286-2929  
Email: kgunter@cantorcolburn.com  
Correspondent Name: CANTOR COLBURN LLP  
Address Line 1: 20 Church Street, 22nd Floor  
Address Line 4: Hartford, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER: HVM0001USC2

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<th>NAME OF SUBMITTER:</th>
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ASSET TRANSFER AGREEMENT

BETWEEN  Dicon A/S
AND     Huntsman Advanced Materials (Switzerland) GmbH
AND     Kirkbi A/S
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ASSET TRANSFER AGREEMENT

BETWEEN

Dicon A/S
Company reg. no. (CVR) 18434385
Møgelgårdsvej 16
DK-8520 Lystrup
Denmark

(the "Seller")

AND

Huntsman Advanced Materials (Switzerland) GmbH
Company reg. no. CH270.4.013.542-0
Klybeckstrasse 200
4057 Basel
Switzerland

(the "Buyer")

AND

Kirkbi A/S
Company reg. no. (CVR) 24259013
Koldingvej 2
DK-7190 Billund
Denmark

(the "Guarantor")

This Agreement is made on December 21 2005

1. PREAMBLE

The Seller operates a research and development business concerning technology products developed and manufactured by the Seller. The Seller has developed certain micro technology based exposure systems for exposing photosensitive materials, including, but not limited, for rapid prototyping and rapid manufacturing applications. The Seller cooperates with, among other, companies such as Colibrys S.A., which develops and manufactures microsystems used as subsystems to the Seller's developed technology.
The Buyer operates a chemicals business and is a subsidiary to Huntsman Advanced Materials LLC, a global manufacturer and marketer of differentiated and commodity chemicals and manufacture basic products for a variety of global industries including technology industry.

The Seller is interested in divesting of and selling the micro technology based exposure systems for rapid prototyping and rapid manufacturing applications as developed by the Seller which technology is not fully completed for commercial use.

The Buyer is interested in acquiring and buying the micro technology based exposure systems for rapid prototyping and rapid manufacturing applications from the Seller with the purpose of investing in further development hereof and commercialising the technology.

This Agreement sets out the terms and conditions under which the Seller shall sell and the Buyer shall purchase the Seller’s Activities as defined herein.

2. CERTAIN DEFINITIONS

In this Agreement the following words and expressions have the following meanings, unless the context otherwise requires:

"Activities" means the Seller's activities within the field of micro technology based exposure systems for exposing photosensitive materials, including, but not limited to, for rapid prototyping and rapid manufacturing applications.

"Agreement" means this Asset Transfer Agreement, including the Schedules.

"Assets" means all assets owned by the Seller and used or available for use by the Seller in the Activities, including the Machine, the Inventory, the IPRs, the Business Plans, the Contracts and the Colibrys Contract.

"Business Plans" means any and all current business plans, fully developed or not, for the Seller regarding the Activities.

"Buyer" means Huntsman Advanced Materials (Switzerland) GmbH, a limited liability company duly incorporated and validly existing under the laws of Switzerland, company
reg. no. CH270.4.013.542-0, and with registered office at Klybeckstrasse 200, 4057 Basel, Switzerland.

"Closing" means the completion of the sale and purchase of the Activities and the other transactions provided for herein in accordance with Clause 7.

"Closing Date" has the meaning ascribed to it in Clause 7.1.1.

"Colibrys" mean Colibrys (Suisse) S.A. a limited liability company duly incorporated and validly existing under the laws of the Switzerland and with registered office in Maladiere 83, CH-2007 Neuchâtel, Switzerland (or its affiliates and successors).

"Colibrys' Contract" means the contract entered into between the predecessors of the Seller and Colibrys, dated March 8, 1995, as amended and supplemented from time to time and validly assigned to Seller and Colibrys, pursuant to which the Seller has been granted a royalty free and exclusive right to use certain technology.

"Contracts" means the contracts referred to in Clause 4.1.

"Employees" means any and all employees which the Seller employed at any time during a period starting on January 1, 2000 and ending on Closing Date, including but not limited to employees employed in or associated with the Activities.

"EURO" means the EURO, the lawful currency of certain states in the EU.

"Guarantor" means Kirkbi A/S, a limited liability company duly incorporated and validly existing under the laws of Denmark, company reg. no. (CVR) 24259013, and with registered office at Koldingvej 2, DK-7190 Billund, Denmark.

"Inventory" means the lab equipment and other inventory, as well as the spare parts and consumables used in or in relation to the Machine, all as referred to in Clause 3.1.3.

"IPRs" means the Microlight Technology, any and all intellectual property rights and other general intangibles, whether in written, electronical or other form (including, but not limited to, application know-how, manufacturing know-how, machine building know-how, patents (granted and applications) and trademarks, design information, technology and goodwill) and rights to apply for any of the foregoing owned by the Seller as at the date of this Agreement and/or used or available for use by the Seller or its affiliates.
in the Activities and/or related to the Assets, including, but not limited to, patents and patent applications relating to the "remote source lighting" and "rear projecting" applications as well as the intellectual property rights and other general intangibles related to the Machine, including, but not limited to, all associated plans, designs, constructions, manuals, IT systems, software and other documents, information or know-how necessary or useful to operate, maintain, repair and further develop the Machine whether or not it is located at the premises of the Seller, and any other rights related thereto.

"Machine" means the machine as generally described in Schedule 3.1.1., invented, developed, constructed and used by the Seller or its affiliates in the Activities, but expressly excluding the Recoater.

"Microlight Technology" means programmable distribution and modulation of electromagnetic radiation using micro electro-mechanical devices ("MEMS").

"Party" means the Seller and the Guarantor or the Buyer, as the case may be, and Parties means the Seller, the Buyer and the Guarantor.

"Purchase Price" has the meaning ascribed to it in Clause 6.

"Presentation of the Seller" means the presentation made by the Seller in October 2004 regarding the micro technology based exposure systems for rapid prototyping and rapid manufacturing applications attached hereto as Schedule 2.

"Recoater" means the recoater device as currently used in the Machine.

"Retained Asset" means the Recoater.

"Schedules" mean any and all schedules to this Agreement.

"Seller" means Dicon A/S, a limited liability company duly incorporated and validly existing under the laws of Denmark, company reg. no. (CVR) 18434385, and with registered office at Magelgårdsvej 16, DK-8520 Lystrup, Denmark.

"Seller’s Warranties" has the meaning ascribed to it in Clause 8.1.

"Third Party Rights" mean mortgages, charges, liens, security interests and any other form of third party rights or titles, both actual and potential.
3. TRANSFER OF ASSETS

3.1 The Assets

Subject to the terms and conditions of this Agreement, on the Closing Date, the Seller shall sell, transfer, assign and deliver to the Buyer, and the Buyer shall purchase from the Seller, the Assets free and clear of any and all Third Party Rights, together with all rights of any nature which are now or which may at any time become attached to the Assets or accrue in respect of them on or after the Closing Date. The Assets are amongst others those listed, but not limitatively, in the following Schedules attached hereto:

3.1.1 the Machine (as generally described and shown in Schedule 3.1.1);

3.1.2 the IPRs (as not limitatively described and shown in Schedule 3.1.2); and

3.1.3 the Inventory (as not limitatively described and shown in Schedule 3.1.3);

3.2 Retained Asset

The Retained Asset shall not be transferred from the Seller to the Buyer.

3.3 Liabilities

The Buyer shall not assume any actual or potential liability, costs or obligation of the Seller relating to the Assets, Activities or otherwise, including, but not limited to (i) any past, present or future liability to any of the Employees, cf. Clause 5.1, (ii) any liability, whether in contract or in tort (including product liability) or otherwise of the Seller, including the Assets or Activities, to any third parties (including other divisions or affiliates of the Seller), which is based upon or arises out of or in connection with (in whole or in part) any actions or omissions which have occurred or will occur prior to Closing, (iii) any taxes or duties due or to become due in respect of any period prior to Closing, (iv) any pledge, mortgage or lien attached to the Activities, and (v) any costs or claims related to the restructuring of the Seller or its affiliates.
3.4 Transfer date

The transfer of the legal title to the Assets contemplated by this Agreement shall become effective on the Closing Date as from which day the Buyer shall assume full and unrestricted control of the Activities. The Seller shall bear the risk for the Assets until the Assets has been contractually delivered to the Buyer in accordance with Clause 3.5.

3.5 Delivery of the Assets

The Seller shall deliver the Activities and the Assets as follows:

(i) As regards all IPRs and other know-how related to the Machine or the Assets or the Activities that are kept at the Seller's registered office in written form, the Buyer shall take receipt and ensure the shipment thereof at Closing, it being understood that the Buyer will only sign off on the content list of such written records and not on the completeness of such content list, it being further understood, however, that Buyer cannot subsequently claim materials which were not in existence at Closing unless and to the extent it had been agreed upon between the parties that such materials should be documented in written form, in which case such materials shall be sent to Buyer as soon as possible;

(ii) As regards all IPRs and other know-how related to the Machine or the Assets or the Activities that are kept in electronically form on a hard-drive which is shared between the Seller and a previously to Seller affiliated third party (hereinafter, the "Electronical Information"), the Seller shall ensure that this Electronical Information is copied on one or more USB hard-discs and Buyer shall take receipt of such USB hard-disc at Closing, it being understood that Buyer will only sign off on the content list of these USB hard-discs and not on the completeness of the information contained thereon, it being understood, however, that Buyer cannot subsequently claim materials which were not in existence at Closing;

(iii) As regards the Machine and the Inventory, the Buyer shall arrange a pick-up at a date between Closing Date and 27 January 2006 at the latest (the "Pick-Up Date"), at the Seller's registered office. Prior to shipment of the Machine and the Inventory, the Buyer shall inspect at the Seller's registered office the list of the Machine and pieces of Inventory to be shipped and will sign to indicate its acceptance of such shipment list. The Seller shall have no liability in relation to disassembly or the re-assembly of the Machine or the Inventory, which shall be
done by the Buyer at its own costs and responsibility, it being understood that the Seller shall offer the Buyer, free from charge, reasonable assistance to dis- or reassemble the Machine and Inventory should Buyer request so.

The Seller is obliged to deliver the Assets in fully assembled and workable condition, it being understood, however, that the Machine is not in a state where it is possible to commercialise it.

4. CONTRACTS

4.1 Assumption of Contracts

4.1.1 With effect as from Closing and subject to any necessary consent being obtained, the Buyer shall assume all of the Seller's rights and as of the Closing Date future obligations under the Contracts set forth in Schedule 4.1. If it is detected prior to Closing or after Closing that not all of the contracts related to the Activities are listed in Schedule 4.1, then the Buyer may in its sole decision decide whether or not it will assume the obligation of such contracts from the Seller, subject to any necessary consent being obtained.

4.1.2 With effect as from Closing, the Buyer shall assume the Seller's rights and future obligations under the Colibrys Contract, such contract to be amended as further agreed exclusively between the Buyer and Colibrys, cf. Clause 11.1.3.

4.1.3 The Contracts and the Colibrys Contract are assumed with all orders agreed upon in the Contracts and the Colibrys Contract, respectively, but not fulfilled at the day of signing this Agreement.

4.2 Consents

The Seller shall use reasonable commercial efforts to obtain any and all consents required in connection with the assignment by the Seller to the Buyer of any of the Contracts, the Colibrys Contract and any other of the Activities. As far as the Colibrys Contract is concerned, reference is made to Clause 11.1.3. below.
5. EMPLOYEES

5.1 Employees

5.1.1 The Buyer shall not assume any liability of the Seller in relation to the Employees. As per the date of this Agreement, the Seller has terminated the employment of each of the Employees, and the Seller shall be solely responsible for any payments to be made to any and all of the Employees and fulfilment of any other claims such Employee may have in connection with his/her employment. The Seller undertakes to indemnify the Buyer against any claims from the Employees against the Buyer in connection with this Agreement, which the Buyer under applicable law is obliged to pay to the Employees.

5.1.2 Notwithstanding Clause 5.1.1 the Buyer shall enter into a separate and new consultant or, at the choice of Buyer, employment agreement with the technical project manager Henning Henningsen on terms and condition satisfactory to the Buyer no later than on the Closing Date and taking effect as from January 1, 2006, cf. Clause 11.1.4, it being understood that Henning Henningsen shall no longer be employed by the Seller after 31 December 2005. The Buyer shall not assume any liability of the Seller in relation to Henning Henningsen’s employment with the Seller and the Seller shall be solely responsible for any payments to be made to Henning Henningsen and the fulfilment of any other claims Henning Henningsen may have in connection with his employment with the Seller and the termination hereof.

6. PURCHASE PRICE; PAYMENT

6.1 Purchase Price

6.1.1 The purchase price (the "Purchase Price") payable by the Buyer to the Seller for the Activities shall be EURO 1,500,000.00 (EURO one million five hundred thousands).

6.1.2 The Purchase Price for the Assets shall be attributed to each (category of) Asset as follows:
6.1.2.1 For the Inventory (the "Inventory Price"): 200,000 EURO

6.1.2.2 For the Machine (the "Machine Price"): 100,000 EURO

6.1.2.3 For the IPRs (the "IPRs Price"): 1,200,000 EURO

6.2 Payment of the Purchase Price

6.2.1 The Buyer shall pay in immediately available EURO funds by way of transfer of such funds to Sydbank’s account with Deutsche Bank no. 924/4450 (Sydbank’s BIC or SWIFT is SYDBKDK22), with instructions for Sydbank to further transfer such funds to Seller’s bank account at Sydbank A/S, Kirkestræde 4, 7100 Vejle, Denmark account no. BIC/Swift: SYDBKDK22, IBAN: DK64703000002010056.

6.2.1.1 The IPRs Price on the Closing Date;

6.2.1.2 The Inventory Price and Machine Price on the Pick-Up Date;

6.2.1.3 Whereby the IPRs Price, the Inventory Price and the Machine Price shall be deemed transferred for the purposes of proceeding with Closing or, as far as the Inventory Price and Machine Price are concerned, with Pick-up as soon as Buyer has instructed its bank to wire transfer the IPRs Price (as far as Closing is concerned) and the Inventory Price and Machine Price (as far as Pick-up is concerned) to the account of Sydbank at Deutsche Bank, with instructions to further transfer the funds to Seller’s account, all as mentioned in Clause 6.2.1. and a faxed copy of such instruction is delivered to Buyer.

6.3 VAT

The Purchase Price is not subject to VAT, cf. Section 8(1) of the Danish Act on VAT (lovgældende om merværdiafgift).

7. CLOSING AND PICK-UP

7.1 Closing Date

7.1.1 The Closing of the purchase and sale of the Assets and the other transactions contemplated herein shall occur after all of the conditions precedent set forth in Clause 11.
have been satisfied or after the relevant Party has waived fulfilment thereof (hereinafter the date on which the Closing occurs is referred to as the "Closing Date"). The Parties shall use reasonable efforts to have the Closing Date on or before 28 December 2005. Should this not be feasible, Parties will negotiate in good faith and agree on a postponed Closing Date if Closing is still deemed possible by the Seller and the Buyer within reasonable time delays.

7.1.2 Notwithstanding Clause 7.1.1 above, this Agreement shall automatically terminate and, except as indicated below and unless if the Parties agree otherwise before the Agreement is automatically terminated, shall cease to have any further effect and the Parties shall have no further obligation or liability one to the other, if the Closing does not occur on or before 31 December 2005. Automatic termination of this Agreement in accordance with this Clause 7.1.2 shall not prejudice the accrued rights of the Parties in respect of any breach of the Agreement occurring prior to such termination.

7.2 The Seller's obligations at Closing

At Closing, subject to the Buyer's fulfilment of its obligations provided for in Clause 7.3, the Seller shall:

7.2.1 transfer full and complete title and ownership to the Assets, free from any Third Party Rights, to the Buyer and deliver those Assets the risk of which is to be transferred to Buyer at Closing in accordance with Clause 3.5.

7.2.2 deliver all such documents as required to effect the transfer of the Assets, including, but not limited to a by Seller signed copy of the documents related to the assignment of patents, in the form as set out in Schedule 7.2.2.;

7.2.3 deliver (without keeping any copies thereof; as an exception, Lego Juris A/S, or an nominee appointed by Lego Juris A/S shall keep a copy of the Electronical Information as per Clause 10.3) all documents, papers and other information in its possession (whether in writing, computerised or in any other format) relating to the Assets;

7.2.4 deliver a statement by Lego Juris A/S confirming that it shall keep the Electronical Information on the terms and condition set out in this Agreement, including but not limited to Clause 10.3.
7.2.5 deliver a statement from the relevant third parties that this Agreement does not contravene with any agreements entered into in connection with the voluntary arrangement the Seller has made with its main creditors and which is described in the Seller's annual account for the financial year 2004.

7.2.6 provide documentation of all of the third parties' consents to transfer of contracts, permissions etc. have been obtained, including a letter from Vækstfonden stating that the Assets may be freely transferred; and

7.2.7 take such additional actions and/or deliver such additional documents as, in the Buyer's reasonable opinion, are necessary in order to effect or perfect the transfer of the Assets and the Closing, including, but not limited to execution of a letter, substantially in the form as attached hereto in Schedule 7.2.7, confirming the satisfaction and fulfilment of the Seller's Conditions Precedent described in Clause 11.2..

7.3 The Buyer's obligations at Closing

At Closing, subject to the Seller's fulfilment of its obligations provided for in Clause 7.2, the Buyer shall:

7.3.1 pay the IPRs Price, in accordance with Clause 6;

7.3.2 Execute a letter, substantially in the form as attached hereto in Schedule 7.3.2, confirming the satisfaction and fulfilment of the Buyer's Conditions Precedent described in Clause 11.1.

7.4 The Seller's obligations at Pick-Up Date

At Pick-Up Date, subject to the Buyer's fulfilment of its obligations provided for in Clause 7.5, the Seller shall:

7.4.1 deliver those Assets the risk of which is to be transferred to Buyer at Pick-Up Date in accordance with Clause 3.5.

7.4.2 deliver all such documents as required to effect the delivery of these Assets;
7.4.3 take such additional actions and/or deliver such additional documents as, in the Buyer's reasonable opinion, are necessary in order to effect or perfect the delivery of these Assets.

7.5 The Buyer's obligations at Pick-Up Date

At Pick-Up Date, subject to the Seller's fulfilment of its obligations provided for in Clause 7.4, the Buyer shall:

7.5.1 pay the Machine Price and the Inventory Price, in accordance with Clause 6.

8. SELLER'S WARRANTIES

8.1 Seller's Warranties

The Seller and the Guarantor each warrant to the Buyer that each of the warranties made by the Seller in Schedule 8.1 (collectively, the "Seller's Warranties") are true and accurate as at the date of this Agreement and undertake to the Buyer to ensure that each of the Seller's Warranties shall be true and accurate as at the Closing Date as well.

9. INDEMNIFICATION

9.1 Indemnifiable losses

The Seller and the Guarantor each covenant and agree to reimburse, indemnify and hold harmless the Buyer, in accordance with generally applicable laws and subject to the restrictions set out below in clause 9.2 and clause 12.1, from, against and in respect of any and all losses incurred by the Buyer resulting from or arising out of any breach of warranty or non-fulfilment of any covenant or agreement of the Seller under this Agreement ("Losses").

9.2 Limitations on indemnification obligations

The Buyer shall not be entitled to claim indemnity from the Seller in respect of Losses suffered by the Buyer as a result of whatsoever cause, such as, but not limited to, breach of the Seller's Warranties, covenants or obligations under this Agreement, in case the aggregate amount of the Losses does not exceed EURO 25,000. If the aggregate amount of Losses suffered by the Buyer exceeds EURO 25,000, the Buyer shall be
entitled to claim indemnity for the full amount of such Losses and not just the excess above EURO 25,000. The total aggregate amount of Losses for which the Seller is obliged to indemnify and hold Buyer harmless shall not exceed EURO 1,500,000.

10. ADDITIONAL COVENANTS

10.1 Restrictive Covenant

The Seller and the Guarantor undertake in favour of the Buyer that for a period of 36 months after the Closing Date it shall not carry out any commercial activity, directly or indirectly, through enterprises, companies or other legal entities controlled by or controlling the Seller or the Guarantor, or through financing, consulting or in any other way, anywhere in the world, which competes or might compete with the Activities.

10.2 Permitted investments

Notwithstanding Clause 10.1, the Guarantor shall be permitted to hold purely passive investments in competing undertakings, meaning that the Guarantor may not have any control over the management or take any business or strategical decisions of such undertakings and does not share information it may have on the Activities, the Seller (to the extent relevant for the Activities or the Assets) and/or the Buyer with such undertakings.

10.3 Copy of hard-disc

The Seller and the Guarantor shall request Lego Juris A/S to keep a copy of the hard disc, on which the Electronical Information was held prior to Closing and on which other Information besides the Electronical Information was also kept on behalf of the Seller and other companies, on behalf of the Buyer, and Lego Juris A/S shall undertake to do so, for a period of 10 years. The purpose of this safekeeping is to allow Buyer (or its affiliates), upon reasonable notice to Lego Juris A/S to gain full access, during such period, to the hard-discs for the purposes of verifying the completeness of the Electronical Information provided to it (and making sure that information which should have been part of the Electronical Information was included in the USB hard-drives handed to Buyer at Closing) or for the purposes of retrieving Electronical Information which Buyer could not access for any reason or which was damaged or corrupted, provided that the Buyer shall not be entitled to make or request copies in any form of materials which are not relevant to the Activities or the Assets. The Buyer shall, at any time during the 10
year period, be entitled to request that Lego Juris A/S (or its nominee) shall destroy the
hard-disc in its possession on which a copy of the Electronical Information is kept. The
Guarantor covenants and guarantees that the Electronical Information shall be kept
strictly confidential and that no accesses to the Electronical Information shall be
granted to any other companies than the Buyer (or its affiliates).

10.4 Employees

The Seller and the Guarantor undertake that for a period of 12 months after the Closing
Date it shall not hire any employee engaged in the Activities at the Buyer and shall not
knowingly hire any employee to be engaged with the Buyer after Closing without the
prior written consent of the Buyer, or in any way cause or encourage such employee to
leave the Buyer.

10.5 Handling the Activities, including the Assets pending Closing and Pick-Up Date

10.5.1 Upon signing of this Agreement and pending Closing or, as the case may be, the Pick-
Up Date, the Seller shall ensure and undertake that (i) the Assets are maintained in
good working order and repair which includes, without limitation, the constant supply of
dry air over all micro technology based exposure systems, whether they are integrated
in the Machine or held as spares, (ii) that no changes are made to any Contract or con-
tracts related to the Activities and (iii) no Third Party Rights are ceased or created in or
to any of the Assets.

11. CONDITIONS PRECEDENT TO CLOSING

11.1 The Buyer's conditions precedent

The Buyer shall not be obligated to carry out Closing unless and until:

11.1.1 The Seller has documented that this Agreement does not contravene with any agree-
ments entered into in connection with the voluntary arrangement the Seller has made
with its main creditors and which is described in the Seller's annual account for the fi-
nancial year 2004, and that none of the Assets or the Activities are covered by or, to the ex-
tent that they are, such Assets and Activities are hereby released from the owner's mortgage
deed in the amount of DKK 28,816,925 pledged by the Seller in favour of among others
Vækstfonden, Strandvejen 104A, 2900 Hellerup, Denmark.
11.1.2 The Seller has documented to the Buyer's reasonable satisfaction that the contracting parties to the Contracts set forth in Schedule 4.1 have consented to the transfer of such Contracts to the Buyer on the prevailing terms and conditions.

11.1.3 The Buyer and Colibrys have entered into a binding memorandum of understanding outlining the changes to the Colibrys Agreement and the new rights and obligations of the Buyer which the Buyer, in its sole opinion, deems necessary.

11.1.4 The Buyer has entered into a consultancy or employment agreement with Henning Henningsen, on terms and conditions, which in the sole opinion of the Buyer are satisfactory to the Buyer.

11.1.5 The Buyer has entered into consultancy or employment agreements with Ole Hangaard and/or Michael Astrup Petersen and/or other qualified consultants, on terms and conditions, which in the sole opinion of the Buyer are satisfactory to the Buyer.

11.1.6 The board of directors of the parent company of the Buyer have in its sole discretion approved this Agreement.

11.2 The Seller's Conditions Precedent

The Seller shall not be obligated to carry out Closing unless and until:

11.2.1 The Buyer and Colibrys have entered into a binding memorandum of understanding outlining the changes to the Colibrys Agreement and the new rights and obligations of the Buyer, which the Buyer, in its sole opinion, deems necessary.

11.3 Simultaneous occurrence of actions taken at Closing

Each of the actions required to be performed at Closing pursuant to Clauses 11.1 and 11.2 shall be deemed to have occurred at the same time and none of such actions shall be considered performed until and unless all such actions have been performed or waived by the other Party.

12. PARENTAL GUARANTEE

12.1 Guarantee
The Guarantor, being the sole shareholder of the Seller, hereby grants an irrevocable, first demand guarantee (as primary obligor (selvskyldnerkationist) and not merely as surety) securing the Seller's fulfilment of any and all of its obligations provided for in this Agreement, including, but not limited to, the Seller's obligation to deliver the Assets and transfer the Activities as provided for herein and to indemnify the Buyer for any and all losses, subject, however, to all of the limitations applicable to Seller pursuant to Clause 9. The total, aggregate amount of Losses for which the Buyer is entitled to be held harmless by Seller and Guarantor together under this Agreement shall not exceed a combined cap of EUR 1,500,000, and neither Seller nor Guarantor shall be liable to pay any amount which would exceed the combined, total cap of EUR 1,500,000 under any circumstances.

12.2 Set-off

All payments by the Guarantor shall be made without any right of set-off, counterclaim or otherwise.

12.3 Unaffected Continuation

This guarantee by the Guarantor shall continue to be effective without regard to (i) any changes made to the Agreement, (ii) the regularity or enforceability of the Agreement, and (iii) any total or partial invalidity of the Agreement.

13. MISCELLANEOUS

13.1 Expenses

Each Party's expenses and the fees and expenses of its advisors incurred in connection with the negotiation, delivery and performance of this Agreement shall be for such Party's account.

13.2 Confidentiality

Information acquired by each of the Parties regarding the other or regarding the Assets or Activities, in connection with the negotiation, entering into, and performance of this Agreement shall be considered to be confidential information, which each of the Parties, for a period of 20 years, shall not disclose to any third parties unless such information:

i. is or becomes publicly available; or
was known to the receiving party prior to disclosure, or

is or becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, or

is or becomes required to be disclosed by us by any government agency, court or tribunal, or

is provided to its auditors, legal counsel and other advisors who are required by law or written agreement to maintain the confidentiality of such information.

13.3 Publicity

13.3.1 No public announcement concerning this Agreement or its contents shall be made by either of the Parties unless with the prior written consent of the other parties, such consent not to be unreasonable withheld, and the Parties shall agree on the time and manner in which this Agreement shall be disclosed to the public.

13.3.2 The Parties shall keep the contents of this Agreement confidential from unrelated third parties, except as disclosure thereof may be required by law or by applicable stock exchange rules. This Clause 13.3 shall survive any termination of the Agreement regardless of the reason for such termination.

13.3.3 This Clause 13.3 shall remain valid for a period of 3 years after the Closing Date.

13.4 Notices

All notices and other communications between the Seller, the Buyer and the Guarantor concerning this Agreement and/or matters contemplated hereby shall be sent by registered letter and fax with return receipt to the following addresses or such other address as may be notified by the Seller, the Buyer and the Guarantor to the others in accordance with this Clause 13.4:

To the Seller:                  Dicon A/S, c/o KIRKBI A/S
                                Koldingvej 2
                                DK-7190 Billund
                                Denmark
                                Phone: +45 75 33 88 33
Fax: +45 75 33 89 44

With a copy to LEGO Juris A/S
Koldingvej 2
DK-7190 Billund
Denmark
Attn.: General Counsel

To the Buyer: Huntsman Advanced Materials (Switzerland) GmbH
Klybeckstrasse 200
4057 Basel
Switzerland

With a copy to the Legal Department
Everslaan 45, 3078 Everberg
Phone: +32 2 758 98 46
Fax: +32 2 758 90 09

To the Guarantor Kirkbi A/S
Company reg. no. (CVR) 24259013
Koldingvej 2
DK-7190 Billund
Denmark
Phone: +45 75 33 88 33
Fax: +45 75 33 89 44

Notices shall be deemed to have been made on the date of the receipt thereof by the recipient as indicated on the return receipt.

14. GOVERNING LAW AND ARBITRATION

14.1 Law

This Agreement with Schedules shall be governed by the laws of Denmark.

14.2 Main jurisdiction
Save as provided for in Clause 14.5, any dispute arising out of or in connection with this Agreement shall be settled by arbitration in accordance with the rules of procedure of the ICC.

14.3 Appointment of arbitrators

The arbitration tribunal shall be composed of three (3) arbitrators. Each Party shall appoint one arbitrator and the ICC shall appoint a third arbitrator who shall be the chairman of the arbitration tribunal. If a Party has not appointed an arbitrator within thirty (30) days after having requested or received notice of the arbitration, such arbitrator shall be appointed by the ICC. For the purpose of appointing arbitrators, the Guarantor and the Seller shall be deemed to be one Party.

14.4 Place of arbitration

The place of arbitration shall be Paris. The language of the arbitration shall be English unless otherwise agreed.

14.5 Alternative jurisdictions

Clause 14.2 shall, however, not limit the right of the Buyer to initiate proceedings against the Seller and/or the Guarantor, or the right of the Seller and/or the Guarantor to initiate proceedings against the Buyer, as the case may be, or any of their assets in any court of law, bailiff office or other forum for the purpose of enforcing this Agreement.

15. COUNTERPARTS

This Agreement has been executed simultaneously in 3 counterparts, each of which shall be deemed an original.

16. SCHEDULES

Schedule 2: Presentation
Schedule 3.1.1: The Machine
Schedule 3.1.2: The IPRs
Schedule 3.1.3: The Inventory
Schedule 4.1: List of Assumed Contracts
Schedule 7.2.2.: Forms of patent assignment documents
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the day and year first above written.

As Seller,
Dicon A/S:
By: [Signature]
Name: Gunnar Brodersen
Title: Board Member

By: [Signature]
Name: Peter Isager
Title: Board Member

As Buyer,
Huntsman Advanced Materials (Switzerland) GmbH:
By: [Signature]
Name: John Hobdei
Title: Proxy Holder

As Guarantor,
Kirkbi A/S:
By: [Signature]
Name: Rick Pedersen
Title: CEO

By: [Signature]
Name: Bjarni Þorláksson
Title: Treasurer
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DGN= Dead Gone National, LG=Live Granted
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DGN= Dead Gone National, LG=Live Granted

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8. Patent Family 01 044 03/60 6/5/2 Priority WO 2002DK209 28.03.2002

Family expires 03.2022

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Patent family 05 069 -- Priority DK 2005 00741 20.05.2005 not yet published

Family expires 06.2025

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