

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cognis IP Management GmbH	07/14/2008
RECEIVING PARTY DATA	
Name:	Fashion Chemicals GmbH & Co KG
Street Address:	Leienstrasse 3
City:	Monheim am Rhein
State/Country:	GERMANY
Postal Code:	40789
PROPERTY NUMBERS Total: 14	
Property Type	Number
Application Number:	10504674
Patent Number:	5478485
Patent Number:	5464452
Patent Number:	6911237
Patent Number:	6399741
Patent Number:	5491004
Patent Number:	5567400
Patent Number:	5525243
Patent Number:	5648010
Patent Number:	5527362
Patent Number:	5573707
Patent Number:	5542950
Patent Number:	6140413
Patent Number:	7026435
CORRESPONDENCE DATA	

501570208

PATENT
REEL: 026466 FRAME: 0242

CH \$560.00 10504674

Fax Number: (732)815-1330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7328150404
Email: docket@dsiplaw.com
Correspondent Name: Diehl Servilla LLC
Address Line 1: 33 Wood Avenue South
Address Line 2: Second Floor, Suite 210
Address Line 4: Iselin, NEW JERSEY 08830

ATTORNEY DOCKET NUMBER:	HFP0028
-------------------------	---------

NAME OF SUBMITTER:	Karen M. Whitney
--------------------	------------------

Total Attachments: 26

source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page1.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page2.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page3.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page4.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page5.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page6.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page7.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page8.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page9.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page10.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page11.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page12.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page13.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page14.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page15.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page16.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page17.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page18.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page19.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page20.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page21.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page22.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page23.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page24.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page25.tif
source=CIPMG-Fashion Chemicals Sale and Purchase Agreement and Annex (redacted) (00192016)#page26.tif

NOTARIAL DEED

Role of Deeds Nr. 1123/2008

Negotiated at Monheim am Rhein (Germany) in the offices of Cognis GmbH,
Rheinpromenade 1, 40789 Monheim am Rhein this 14th day of July, 2008

Before me, the undersigned notary

Reinhard Döbler

duly admitted and sworn in with official residence at Monheim am Rhein
appeared:

- 1) for an on behalf of
Cognis GmbH,
a limited liability company (*Gesellschaft mit beschränkter Haftung*) duly
organized and existing under the laws of the Federal Republic of
Germany with registered seat (*Sitz*) at Rheinpromenade 1, 40789
Monheim am Rhein, Germany,
registered with the commercial register (*Handelsregister*) of the Lower
Court (*Amtsgericht*) of Düsseldorf under HRB 42343;

- Mrs. Nadine Mayer, born 12. July 1977,
identified by her valid official German identity card,
with business address Rheinpromenade 1, 40789 Monheim
am Rhein,
pursuant to the power of attorney attached to this deed,

- 2) for an on behalf of
Cognis Iberia S.A.U.,

a stock corporation (*Sociedad Anónima*) duly organized and existing under the laws of the Kingdom of Spain with registered seat at 08755 Castellbisbal, Polígono Industrial San Vicente s/n, Barcelona, Spain, registered with the Registro Mercantil de Barcelona under Tomo 37152, Folio 157, Hoja B-210300;

- Mrs. Claudia Nagel, born 19. October 1977,
identified by her valid official German identity card,
with business address Rheinpromenade 1, 40789 Monheim
am Rhein,
as representative without power of attorney subject to
ratification, excluding any personal liability (unter Ausschluss
jeder persönlichen Haftung),

- 3) for an on behalf of
Cognis S.p.A.,
a stock corporation (*Società per azioni*) duly organized and existing
under the laws of the Italian Republic with registered seat at Via
Scalabrini 34, CAP 22073 Fino Mornasco (CO), Italy,
registered with the Registro Imprese di Como under registration number
02487820132;

- Mrs. Loni Wagner, born 11. November 1973,
identified by her valid official German identity card,
with business address Rheinpromenade 1, 40789 Monheim
am Rhein,
pursuant to the power of attorney attached to this deed,

- 4) for an on behalf of
Cognis Brasil Ltda.,
a limited liability company (*Sociedade Limitada*) duly organized and
existing under the laws of the Federative Republic of Brazil with

registered seat at Avenida das Nações Unidas number 10.989, 04578-000, São Paulo, Brazil,
registered with the Board of Trade of São Paulo under registration number 35.213.759.232;

- Mr. Markus Stephanblome, born 29. April 1974,
identified by his valid official German identity card,
with business address Rheinpromenade 1, 40789 Monheim
am Rhein,
pursuant to the power of attorney attached to this deed,

- 5) for an on behalf of
Cognis Corporation,
a limited liability company duly organized and existing under the laws of the State of Delaware, USA, with registered seat at 5051 Estecreek Drive, Cincinnati, Ohio, 45232-1446, USA,
registered with the Secretary of State of the State of Delaware under authentication number 9961545;

- Mr. Harald Bruns, born 31. May 1961,
identified by his valid official German identity card,
with business address Rheinpromenade 1, 40789 Monheim
am Rhein,
pursuant to the power of attorney attached to this deed,

- 6) for an on behalf of
Cognis B.V.,
a limited liability company (*besloten vennootschap*) duly organized and existing under the laws of the Kingdom of the Netherlands with registered seat at Kruisweg 639, 2132 NB Hoofddorp, The Netherlands,
registered with the Kamer van Koophandel Amsterdam under registration number 30158289;

- Mrs. Christina Schaal, born 10. June 1975,
identified by her valid official German identity card,
with business address Rheinpromenade 1, 40789 Monheim
am Rhein,
pursuant to the power of attorney attached to this deed,

- 7) for an on behalf of
PT Cognis Indonesia,
a limited liability company (*Perseroan Terbatas*) duly organized and
existing under the laws of the Republic of Indonesia with registered seat
at Jalan Raya Jakarta Bogor Km 31.2, Cimanggis, Depok, 16953 Jawa
Barat, Indonesia,
registered with the Company register – Ministry of Industry and Trade
under registration number 1027.1.24.00029;

- Mr. Constantin Freiherr von Wendt, born 23. July 1979,
identified by his valid official German identity card,
with business address Rheinpromenade 1, 40789 Monheim
am Rhein,
as representative without power of attorney subject to
ratification, excluding any personal liability (unter Ausschluss
jeder persönlichen Haftung),

- 8) for an on behalf of
Cognis IP Management GmbH,
a limited liability company duly organized and existing under the laws
of the Federal Republic of Germany with registered seat at
Henkelstraße 67, 40589 Düsseldorf, Germany,
registered with the commercial register of the Lower Court of Düsseldorf
under HRB 50836;

- Mr. Dr. Gilbert Schenker, born 22. September 1955, and Mrs. Inge Müllejans, born 21. November 1966, identified by his/her valid official German identity card, with business address Rheinpromenade 1, 40789 Monheim am Rhein, pursuant to the power of attorney as "Prokurist",

- 9) for an on behalf of
Fashion Chemicals GmbH & Co KG,
a limited partnership duly organized and existing under the laws of Germany with registered seat at Leienstraße 3, 40789 Monheim am Rhein, Germany,
registered with the commercial register of the local court of Düsseldorf under HRA 20040;

- Mr. Dr. Christoph Kowitz, born 15. May 1968, identified by his valid official German passport, with business address Leienstraße 3, 40789 Monheim am Rhein, as representative of the Fashion Chemicals Verwaltungs GmbH as legal representative of the foresaid KG,

- all of the above companies also referred to individually as a "Party" and together as the "Parties"-.

The persons appearing requested notarization in the English language and partly in the German language. They declared that they are sufficiently familiar with both languages. The notary who has command of both languages convinced himself that the persons appearing are in fact sufficiently familiar with both languages.

The persons appearing then declared:

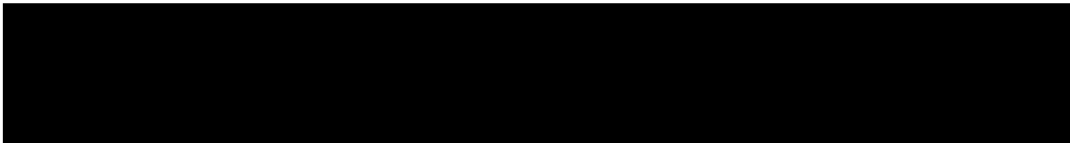
I.

The Parties conclude the

SALE AND PURCHASE AGREEMENT
REGARDING THE SALE AND PURCHASE OF THE PROCESSING
CHEMICALS UNIT 'PULCRA' OF COGNIS

taken as annex to this deed.

II.



III.

Annexes

All in the following sale and purchase agreement listed annexes are included in the notarial deed of 14th July 2008 -role of deeds no. 1122/ 2008 of the notary Reinhard Döbler in Monheim am Rhein. The individuals present referred to the notarial deed no. 1122/2008 and its annexes which thereby come to be content of the actual document.

The individuals present stated that they know the content of the notarial deed no. 1122/2008. They waived their right to have this document read out to them.

The notarial deed no. 1122/2008 of the acting notary is in hand as a certified copy, which is attached to this deed as annex.

IV.



V.

This document and the sale and purchase agreement taken as annex to this document were read out to the persons appearing, approved by them and signed by them and the notary public.

Doelie Jager
Leonora Kuyper
Joni Leij
Kees Jager
Hendrik

Christiaan Shad
C. J. J. J.
ppa. J. J. J.
ppa. J. J. J.

Christiaan Kowitz

W. J. J. J.

(TO BE NOTARIZED)

**SALE AND PURCHASE AGREEMENT
REGARDING THE SALE AND PURCHASE OF
THE PROCESSING CHEMICALS UNIT '*PULCRA*'
OF COGNIS**

SALE AND PURCHASE AGREEMENT

by and among

Cognis GmbH (the *Seller 1*),

Cognis Iberia S.A.U. (the *Seller 2*),

Cognis S.p.A (the *Seller 3*),

Cognis Brasil Ltda. (the *Seller 4*),

Cognis Corporation (the *Seller 5*),

Cognis B.V. (the *Seller 6*),

PT Cognis Indonesia (the *Seller 7*),

Cognis IP Management GmbH (the *Seller 8*),

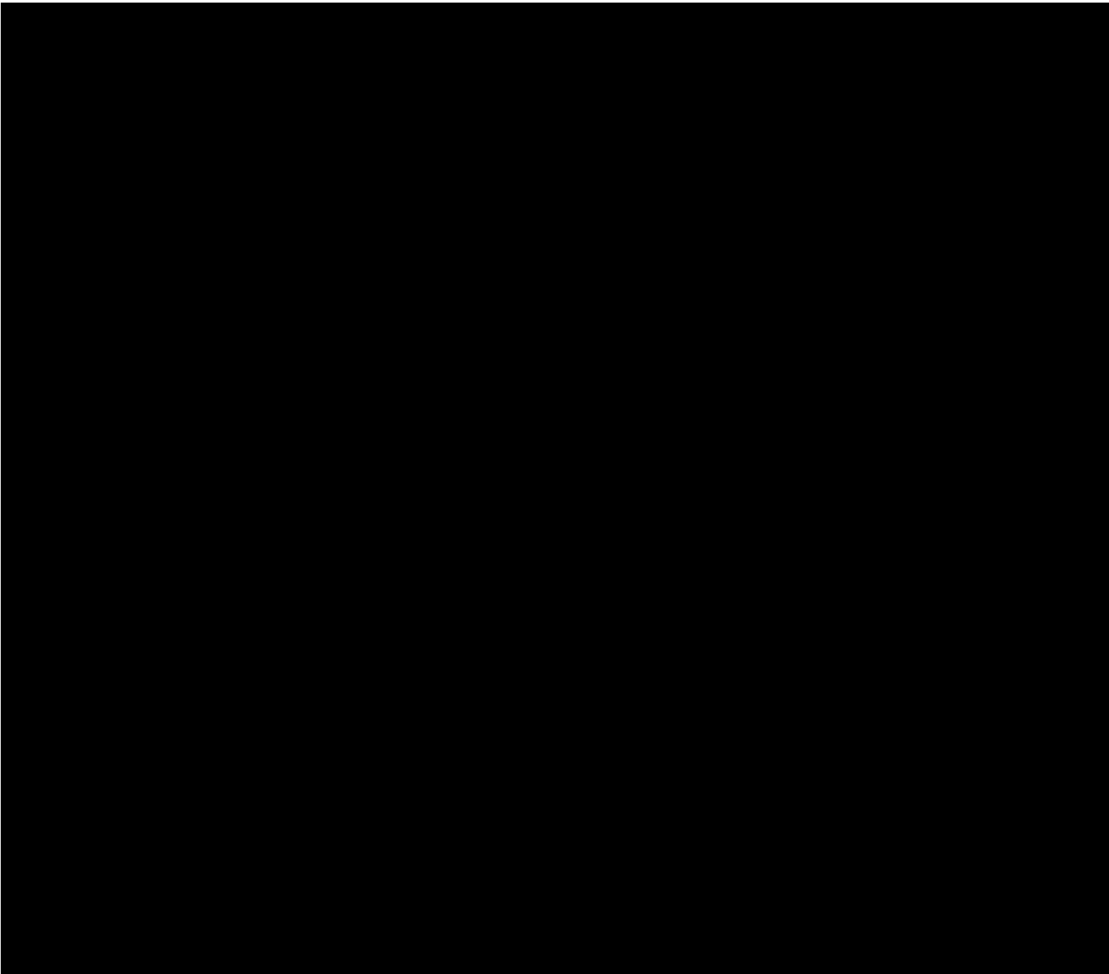
and

Fashion Chemicals GmbH & Co. KG (the *Purchaser*)

- Seller 1, Seller 2, Seller 3, Seller 4, Seller 5, Seller 6, Seller 7 and Seller 8 are hereafter collectively referred to as the *Sellers* and each of them as a *Seller* –
- The Sellers and the Purchaser are hereafter collectively referred to as the *Parties* and each of them as a *Party* –

TABLE OF CONTENTS

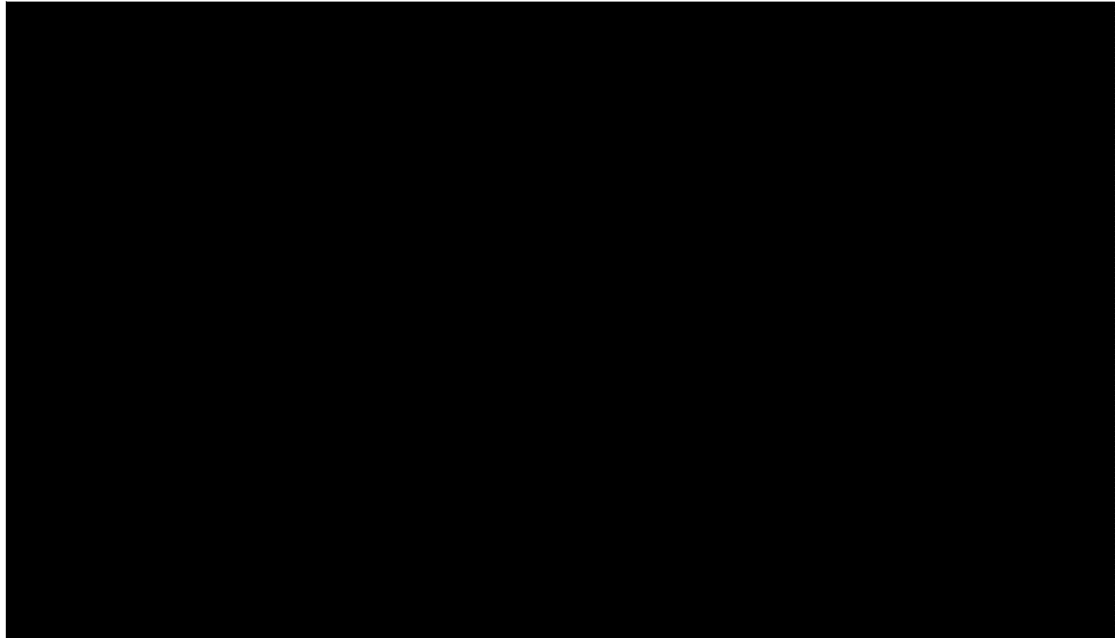
<i>PREAMBLE</i>	14
SECTION 1 CORPORATE OWNERSHIP; IP ASSETS; GROUP FINANCING.....	17
1.1 THE COMPANIES	17
1.2 [REDACTED]	20
1.3 THE IP ASSETS	21
1.4 [REDACTED]	21
SECTION 2 SALE AND PURCHASE; EFFECTIVE DATE; RIGHTS TO PROFITS; TRANSFER DEEDS; TRANSFEREES	27
2.1 SALE AND PURCHASE OF THE SHARES, THE PULCRA IP ASSETS AND THE INTER-COMPANY FINANCING RECEIVABLES	27

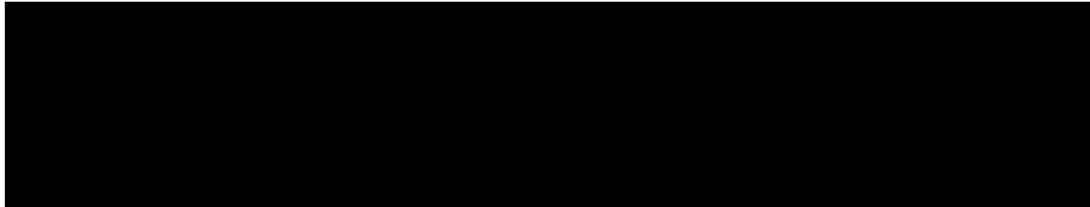





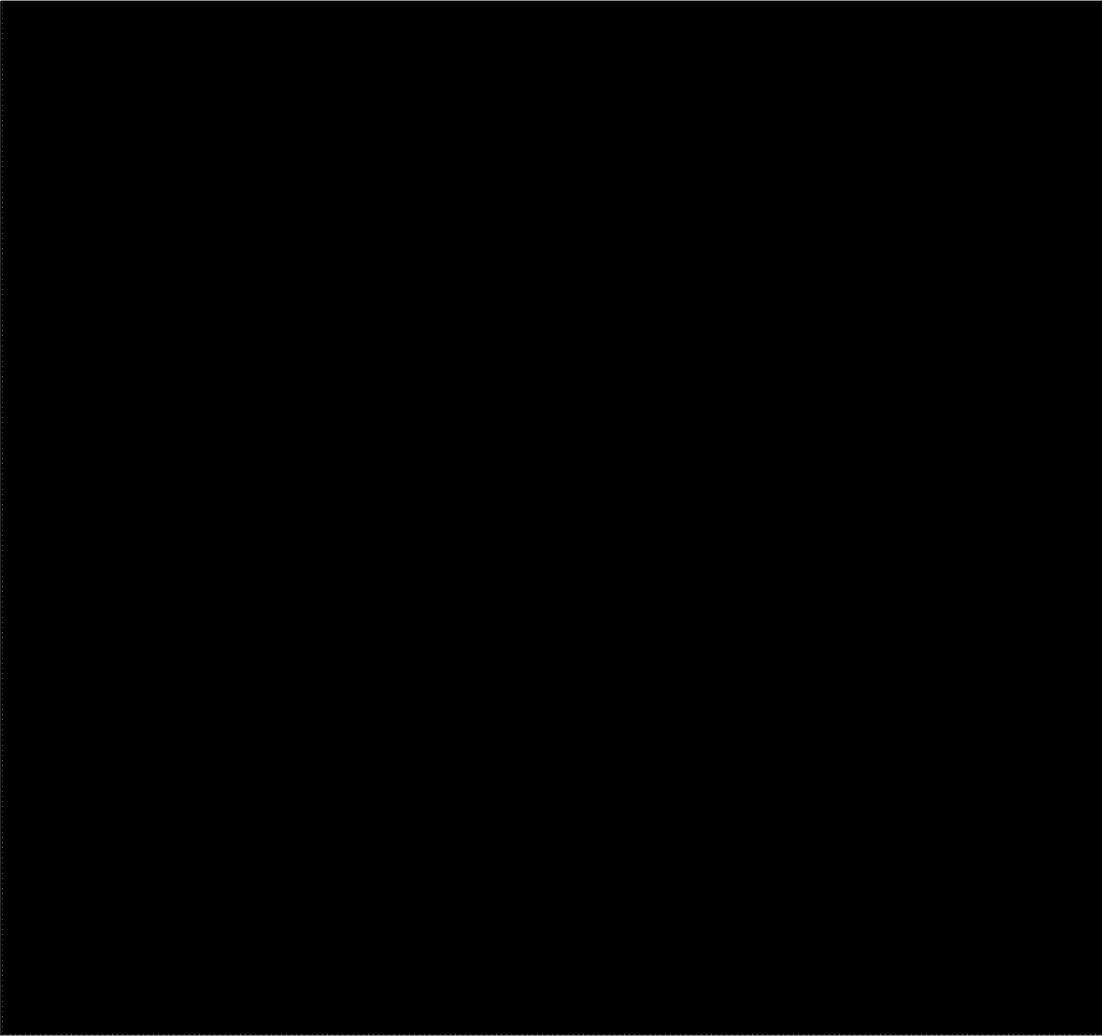
1.3 The IP Assets

Seller 8 owns certain patents, trademarks and technical know-how and has made certain patent applications exclusively pertaining to the Business, of which the patents (including patent applications) and trademarks are further specified in Annex 1.3 (1), and may own on the Closing Date certain other patents (including patent applications), trademarks and technical know-how exclusively pertaining to the Business which may come into existence between the Signing Date and the Closing Date (together the *Pulcra IP Assets*), which shall be sold to the Purchaser pursuant to Section 2.1.10 provided that Purchaser licenses certain of the Pulcra IP Assets back to Seller 8, and certain patents (including patent applications), trademarks and technical know-how not exclusively pertaining to the Business, of which the patents (including patent applications) and trademarks are further specified in Annex 1.3 (2), (the *Cognis IP Assets*), which shall be licensed to the Purchaser pursuant to Section 5.7.7 (3) (the Pulcra IP Assets and the Cognis IP Assets collectively the *IP Assets*).





2.1.10 Seller 8 hereby sells the Pulcra IP Assets to the Purchaser, who hereby accepts such sale, and Purchaser undertakes to grant to Seller 8 a back-license for the use of those patents (including patent applications) and trademarks of the Pulcra IP Assets which are listed in Annex 2.1.10 (as well as for use of those which have come into existence between the Signing Date and the Closing Date, where Sellers reasonably so request) substantially in the form as attached hereto as Annex 5.7.7 (2). Upon the Sellers' request after the Closing Date, the Purchaser will provide that the transfer of the registered Pulcra IP Assets is properly recorded in all relevant public registers, and Seller 8 will upon Purchaser's written request, support the Purchaser in this regard. All fees, taxes, duties, costs and expenses related thereto shall be borne 



Signed as annex to the notarial deed of today –file no.1123/2008
of notary public Reinhard Döbler at Monheim am Rhein (Germany)-.

Monheim am Rhein, this 14th July, 2008

Udo Jäger
Leonore Nöfel

Jon Wey
Max Jochen

Heinrich
Rüdiger

Carl Wenzel
ppa. Rüdiger
ppa. Schmidt

Christoph Kowitz

Rüdiger, Wenzel



Notar

Reinhard Döbler

in

40789 Monheim am Rhein

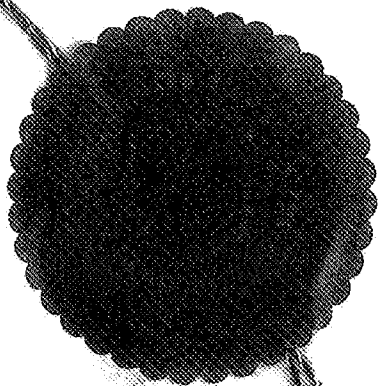
Tel.: 0 21 73 / 39 95 91-0
Fax.: 0 21 73 / 39 95 91-11
email@notar-doebler.de

certified copy

I hereby certify the conformity of the following copy to the original.

Monheim am Rhein, July 14th, 2008

Döbler, Notary public



NOTARIAL DEED

Role of Deeds No. 1122/2008

Reference Deed

Negotiated at Monheim am Rhein (Germany) this 14th day of July, 2008

Before me, the undersigned notary

Reinhard Döbler

duly admitted and sworn in with official residence at Monheim am Rhein
appeared:

- 1) for an on behalf of
Cognis GmbH,
a limited liability company (*Gesellschaft mit beschränkter Haftung*) duly
organized and existing under the laws of the Federal Republic of
Germany with registered seat (*Sitz*) at Rheinpromenade 1, 40789
Monheim am Rhein, Germany,
registered with the commercial register (*Handelsregister*) of the Lower
Court (*Amtsgericht*) of Düsseldorf under HRB 42343;

- Ms. Nicole Hohberger
personally known to the Notary, with business address
Poststr. 6, 40789 Monheim am Rhein,
as representative without power of attorney subject to
ratification,

- 2) for an on behalf of
Cognis Iberia S.A.U.,
a stock corporation (*Sociedad Anónima*) duly organized and existing

under the laws of the Kingdom of Spain with registered seat at 08755 Castellbisbal, Polígono Industrial San Vicente s/n, Barcelona, Spain, registered with the Registro Mercantil de Barcelona under Tomo 37152, Folio 157, Hoja B-210300;

- Ms. Nicole Hohberger
personally known to the Notary, with business address
Poststr. 6, 40789 Monheim am Rhein,
as representative without power of attorney subject to
ratification,

- 3) for an on behalf of
Cognis S.p.A.,
a stock corporation (*Società per azioni*) duly organized and existing
under the laws of the Italian Republic with registered seat at Via
Scalabrini 34, CAP 22073 Fino Mornasco (CO), Italy,
registered with the Registro Imprese di Como under registration number
CO-1999-33086;

- Ms. Nicole Hohberger
personally known to the Notary, with business address
Poststr. 6, 40789 Monheim am Rhein,
as representative without power of attorney subject to
ratification,

- 4) for an on behalf of
Cognis Brasil Ltda.,
a limited liability company (*Sociedade Limitada*) duly organized and
existing under the laws of the Federative Republic of Brazil with
registered seat at Avenida das Nações Unidas number 10.989, 04578-
000, São Paulo, Brazil,
registered with the Board of Trade of São Paulo under registration
number 35.213.759.232;

- Ms. Nicole Hohberger
personally known to the Notary, with business address
Poststr. 6, 40789 Monheim am Rhein,
as representative without power of attorney subject to
ratification,

- 5) for an on behalf of
Cognis Corporation,
a limited liability company duly organized and existing under the laws of
the State of Delaware, USA, with registered seat at 5051 Estecreek
Drive, Cincinnati, Ohio, 45232-1446, USA,
registered with the Secretary of State of the State of Delaware under
authentication number 9961545;

- Ms. Nicole Hohberger
personally known to the Notary, with business address
Poststr. 6, 40789 Monheim am Rhein,
as representative without power of attorney subject to
ratification,

- 6) for an on behalf of
Cognis B.V.,
a limited liability company (*besloten vennootschap*) duly organized and
existing under the laws of the Kingdom of the Netherlands with
registered seat at Kruisweg 639, 2132 NB Hoofddorp, The Netherlands,
registered with the Kamer van Koophandel Amsterdam under
registration number 30158289;

- Ms. Nicole Hohberger
personally known to the Notary, with business address
Poststr. 6, 40789 Monheim am Rhein,

as representative without power of attorney subject to ratification,

- 7) for an on behalf of
PT Cognis Indonesia,
a limited liability company (*Perseroan Terbatas*) duly organized and existing under the laws of the Republic of Indonesia with registered seat at Jalan Raya Jakarta Bogor Km 31.2, Cimanggis, Depok, 16953 Jawa Barat, Indonesia,
registered with the Company register – Ministry of Industry and Trade under registration number 1027.1.24.00029;

- Ms. Nicole Hohberger
personally known to the Notary, with business address
Poststr. 6, 40789 Monheim am Rhein,
as representative without power of attorney subject to ratification,

- 8) for an on behalf of
Cognis IP Management GmbH,
a limited liability company duly organized and existing under the laws of the Federal Republic of Germany with registered seat at Henkelstraße 67, 40589 Düsseldorf, Germany,
registered with the commercial register of the Lower Court of Düsseldorf under HRB 50836;

- Ms. Nicole Hohberger
personally known to the Notary, with business address
Poststr. 6, 40789 Monheim am Rhein,
as representative without power of attorney subject to ratification,

- 9) for an on behalf of
Fashion Chemicals GmbH & Co KG,
a limited partnership duly organized and existing under the laws of
Germany with registered seat at Leienstraße 3, 40789 Monheim am
Rhein, Germany,
registered with the commercial register of the local court of Düsseldorf
under HRA 20040;

- Mrs. Andrea Kamphausen
personally known to the notary, with business address Poststr.
6, 40789 Monheim am Rhein,
as representative without power of attorney subject to
ratification,

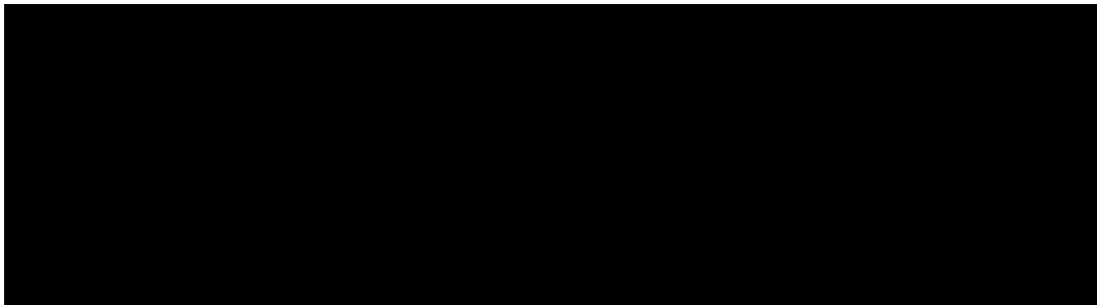
- all of the above companies also referred to individually as a "Party" and
together as the "Parties"-.

The persons appearing requested notarization in the English language and
partly in the German language. They declared that they are sufficiently
familiar with both languages. The Notary who has command of both
languages convinced himself that the persons appearing are in fact
sufficiently familiar with both languages. Text in other languages serves only
for information and is not part of this legal transaction.

The individuals present asked for the notarization of the following
declarations:

- 1) The companies represented as aforementioned intend to enter into a
sale and purchase agreement ("SPA") concerning the sale and
purchase of the processing chemicals unit "Pulcra" of Cognis.

- 2) The sale and purchase agreement which must be notarized will make reference to certain documents the contents of which shall form part of the sale and purchase agreement.
- 3) In order to reduce the number of documents to be attached to the notarial deed containing the sale and purchase agreement this reference deed shall be established.
- 4) Thus, the individuals present, acting as aforesaid, hereby declare that the contents of the annexes attached to this deed, to which they hereby refer ("verweisen") in the meaning of sec. 9 and 14 Notarisation Act ("Beurkundungsgesetz") shall form part of their declarations contained in this reference deed.
- 5) All approvals to this deed will become effective with respect to all parties concerned after having been received by the acting notary.



This notarial deed and the remaining annexes and any annexes thereto, were attached to this deed and read out to the individuals present.

Thereafter the individuals present approved this deed including annexes and signed this deed with me, the notary, as follows:

Holberger
Haffner
Haffner, Notar

INDEX OF ANNEXES

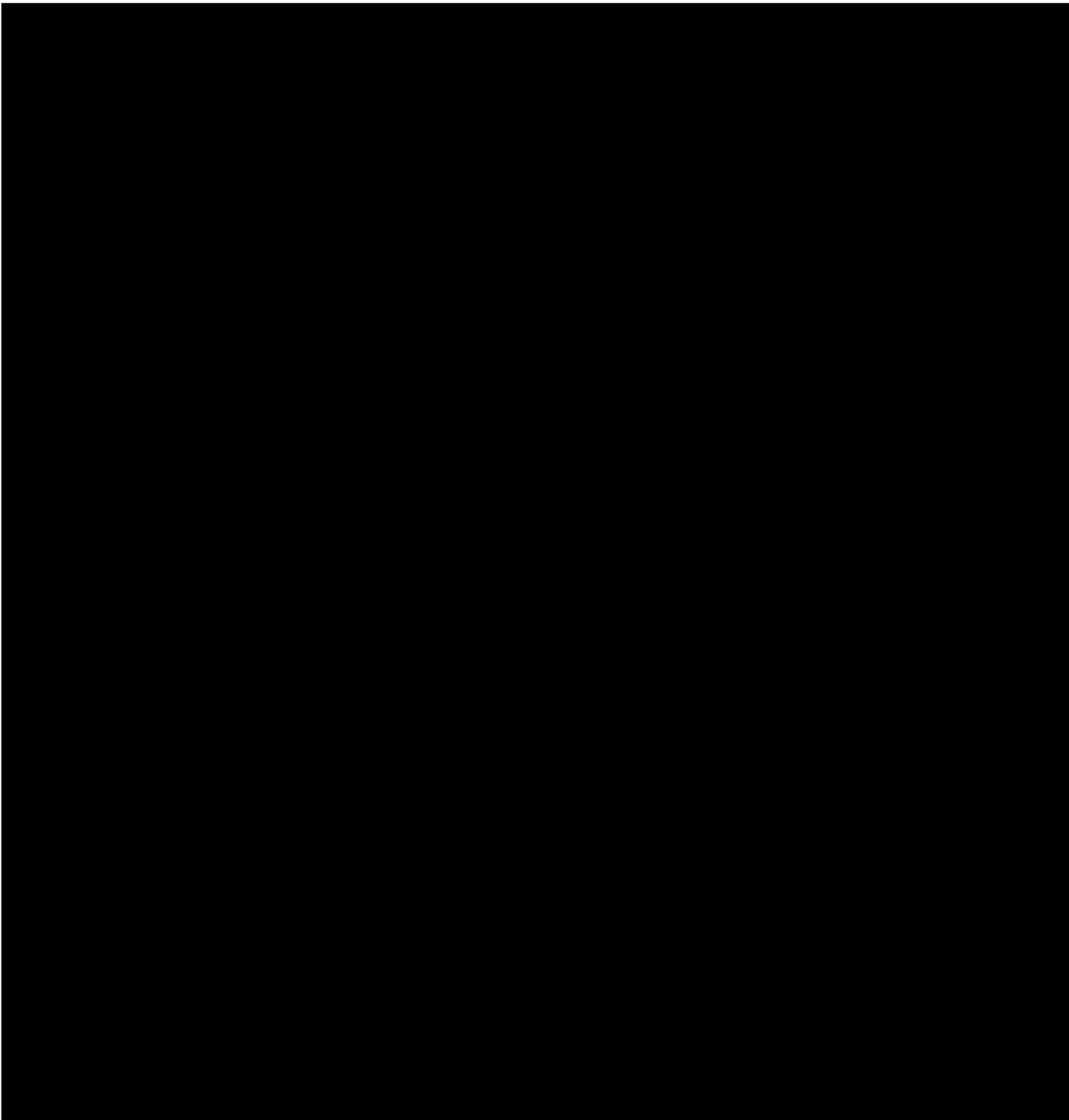


Annex 1.3 (1) Pulcra IP Assets

Annex 1.3 (2) Cognis IP Assets



Annex 2.1.10 Back-licensed Patents and Trademarks



H 1029	Textile	Fatty acid polyol esters	16.06.1994	US 260854	2014			
H 1226	Textile	Fatty acid polyol esters	16.06.1994	US 260854	2014	WO 95/034709	EP 0765414	US 5478485
M 04582	Textile	Waxes	26.05.1994	US 249590	2014			US 5491004
M 05382	Textile	Polymers	10.05.1994	US 240305	2014			US 5464452

Holtey
Holtey
Holtey, Holtey
 PATENT
 REEL: 026466 FRAME: 0267

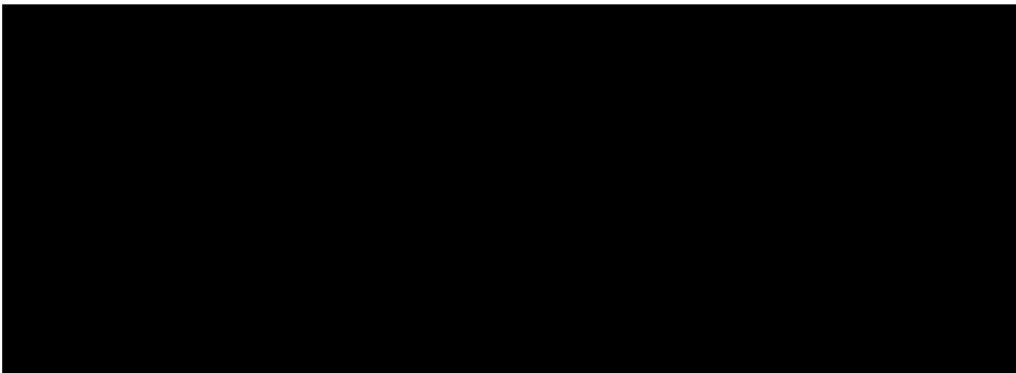
05302A	Textile	Polymer						
M 05422	Textile	Polyethylene glycols	31.08.1994	US 298637	2014		WO 96/006971	US 5525243
M 05449	Textile	Polyethylene glycol esters	19.06.1995	US 491831	2015		WO 97/000350	US 5648010
M 05532	Textile	Alkyl polyglucosides	10.11.1994	US 337589	2014			US 5527362
M 06469	Textile	Fiber finish						
M 06527	Textile	Alkyl polyglucosides	29.03.1999	US 280765	2019			US 6140413
M 00000							WO 01/020000	
U 00013	Textile	Polymers	12.03.2001	US 60 804377	2021			US 6399741
U 00045	Textile	Polyamides	08.06.2000	US 60 210293	2020			
U 00074	Textile	Polyurethanes	18.07.2001	US 60 308272	2021			

Helmut
Kapf
Rein, Witz

Back-licensed Patents and Trademarks

PATENTS

Case	Segment	Product	Filed	Priority	Exp.	DE	PCT	EP	US
							WO	EP	US
[REDACTED]									
C 2629	Textile	Triglycerides	15.02.2002	DE 10206617	2022	DE 10206617	WO 03/066282	EP 1474183	
[REDACTED]									



Handwritten signatures and initials:
H. de la...
K...
Date, Wt.

PATENT