

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Lanxess Corporation	03/31/2006
RECEIVING PARTY DATA	
Name:	Kemira Chemicals, Inc.
Street Address:	1000 Parkwood Circle
Internal Address:	Suite 500
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11577598
CORRESPONDENCE DATA	
Fax Number:	(770)951-0933
Phone:	770-933-9500
Email:	Jo.bryan@tkhr.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Christopher B. Linder
Address Line 1:	400 Interstate North Parkway
Address Line 2:	Suite 1500
Address Line 4:	Atlanta, GEORGIA 30339
ATTORNEY DOCKET NUMBER:	221105-1030
NAME OF SUBMITTER:	Christopher B. Linder

OP \$40.00 11577598

Total Attachments: 12
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**PATENT
 REEL: 027204 FRAME: 0595**

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Exhibit 3.4-1 to MSPA

**US IP RIGHTS TRANSFER AGREEMENT
(PATENTS AND PATENT APPLICATIONS)**

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**PATENT
REEL: 027204 FRAME: 0597**

Exhibit 3.4-1

US IP RIGHTS TRANSFER AGREEMENT
- PATENTS AND PATENT APPLICATIONS -

between

LANXESS Corporation, 111 RIDC Park West Drive, Pittsburgh,
Pennsylvania 15275-1112, U.S.A.

- herein "**Seller 2**" -

and

Kemira Chemicals Inc., 245 Town Park Drive, Suite 200,
Kennesaw, Georgia 30144, U.S.A.

- herein "**Purchaser 2**" -

- Seller 2 and Purchaser 2 are herein also referred to
individually as a "**Party**" and collectively as "**Parties**" -

This U.S. IP Rights Transfer Agreement (herein "**Agreement**") is made pursuant to
Section 3.4 of the Master Sale and Purchase Agreement regarding the sale and purchase of the
Paper Chemicals Business of the LANXESS Group dated December 20, 2005 (herein "**MSPA**").

1. Definition

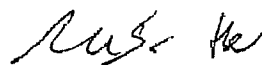
"**Patents**" means any patents or patent applications (or interests therein) of Seller 2 which
relate exclusively to the Business, in particular the patents and patent applications listed
in the Annex of the Agreement and any foreign counterparts thereto;



All other capitalised terms used, but not defined, herein have the meanings given to such terms in the MSPA.

2. **Transfer of Patents**

- a) Be it known that, for good and valuable consideration provided by Purchaser 2 to Seller 2 pursuant to the MSPA, the receipt of which is hereby acknowledged, Seller 2 hereby sells, assigns and transfers to Purchaser 2, and assigns, its full right, title and interest to all discoveries or inventions identified as Patents in the Annex hereto, and to all future letters patent or similar legal protection to be obtained for said discoveries and inventions resulting from any existing or future application, continuation, continuation-in-part, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted in the United States and its territorial possessions and in all foreign countries.
- b) Seller 2 hereby authorizes and requests the Commissioner for Patents of the United States of America and any official of any country or countries foreign to the United States of America whose duty it is to issue letters patent on applications as aforesaid, to issue all such letters patent for said discovery or invention to the Purchaser 2, as assignee of Seller 2's entire right, title and interest in, to and under the same in accordance with the terms of this Agreement.
- c) Seller 2 hereby further covenants and agrees that Purchaser 2, its successors, legal representatives, or assigns, may apply for any additional United States and foreign letters patent on all discoveries or inventions pursuant to Sec. 2.a) as allowed by law and claim the benefits with respect thereto of any International Convention.
- d) From time to time after the date of this Assignment, upon a reasonable request from Purchaser 2 in accordance with the provisions of the MSPA, Seller 2 will execute and deliver such other instruments and take such other action as may reasonably be required in order to carry out the terms and provisions of this Assignment.
- e) If reissues of the said letters patent or disclaimers relating thereto, or divisions, continuations or continuations-in-part, or refilings of the said applications, or any reexaminations thereof, shall hereafter be desired by Purchaser 2, its successors, legal representatives, or assigns, Seller 2 will in accordance with the provisions of the MSPA, when called up to do so, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation, continuation-in-part and reissue applications so desired, and do all lawful acts requisite for the application for such reexaminations, reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to



aid Purchaser 2, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries and without further compensation but at the expense of Purchaser 2, its successors, legal representatives and assigns.

- f) Seller 2 will, at any time, when reasonably called upon to do so by Purchaser 2, its successors, legal representatives, or assigns, communicate to Purchaser 2, its successors, legal representatives, or assigns, as the case may be, any facts known respecting said discovery or invention.

3. Representations and Warranties under the MSPA

The only representations and warranties made with respect to the Patents are those set forth in the MSPA.

4. Further Undertakings by Seller 2 related to the Transfer of Assets

a) Delivery of Official Files to Purchaser 2; Notice to Patent Attorneys

Within 2 (two) months after the Closing Date, Seller 2 shall deliver to Purchaser 2 the official files in the possession or control of Seller 2 at the Closing Date for all Patents.

Forthwith after the Closing Date Seller 2 shall inform in writing any and all of its relevant external patent attorneys of the assignment of the Patents to Purchaser 2 and shall provide such attorneys with such correspondence, invoicing and other instructions as Purchaser 2 has notified to Seller 2.

b) Preparation of Formal Assignment Documents by Purchaser 2

Purchaser 2 shall be responsible for preparing the formal assignment documents necessary for the assignment and recordation of the assignment of the Patents to Purchaser 2 before the respective national authorities; and, within 30 (thirty) days of delivery of properly prepared formal assignment documents, Seller 2 shall execute and deliver the executed assignment documents to Purchaser 2.

c) Payment of Maintenance Fees

Seller 2 will continue to pay the maintenance fees (*Jahresgebühren*) due for all Patents between the Closing Date and the last day 24:00 h (MEZ) of the second month after the Closing Date. Purchaser 2 will have the sole responsibility for the payment of the maintenance fees due for all Patents starting with the first day 0:00 h (MEZ) following the second month after the Closing Date.



d) **Costs**

The handover of the official files and further documents, the notice to external patent attorneys, and the execution and delivery, but not the preparation by Purchaser 2 under Sec. 4.b), of the assignment documents referred to herein above will be performed at no charge to Purchaser 2. The fees for the recording and/or registration of the transfer will be borne by Purchaser 2. For any other services performed by Seller 2 for Purchaser 2 regarding Patents between the Closing Date and 2 (two) months thereafter, Seller 2 will charge Purchaser 2 at an hourly rate of EUR 230.00.

Purchaser 2 will reimburse Seller 2 for all costs and fees without undue delay after issuance by Seller 2 of a respective invoice.


5. General Provisions

- a) The courts in Düsseldorf, Germany shall have exclusive jurisdiction to any dispute arising in connection with this Agreement or any Ancillary Agreement or the validity thereof shall be.
- b) In the event that one or more provisions of this Agreement shall, or shall be deemed to, be invalid or unenforceable, the validity and enforceability of the other provisions of this Agreement shall not be affected thereby. In such case, the Parties hereto agree to recognize and give effect to such valid and enforceable provision or provisions, which correspond as closely as possible with the commercial intent of the Parties. The same shall apply in the event that the Agreement contains any gaps (*Vertragslücken*).
- c) In the event of any inconsistency between this Agreement and the MSPA, the provisions of the MSPA shall govern. All matters not expressly addressed in this Agreement shall be governed by the provisions of the MSPA.
- d) No amendment, deletion or addition to this Agreement shall be effective unless in writing and executed by each party hereto.
- e) This Agreement may be executed in any number of counterparts, each of which shall be identical and all of which, taken together, shall constitute one and the same instrument, and each of Seller 2 or Purchaser 2 may execute this Assignment by signing any such counterpart and may delivery any such executed counterpart by facsimile transmission.

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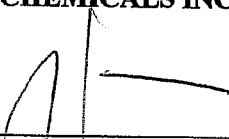
IN WITNESS WHEREOF, each party has executed this Agreement as of March 31, 2006 in Leverkusen.

LANXESS CORPORATION



Name: Stephanie Delage
Title:

KEMIRA CHEMICALS INC.



Name: Inha Nollmann
Title: Under P&A

**PATENTS
ANNEX**

**ALL PATENTS LISTED IN EXHIBIT 3.3.1 TO THE MSPA
("SOLD SELLER 2 PATENTS")**

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Exhibit 3.3.1
Sold Seller Patents
and Patent Applications

Case Reference	Internal Title	Priority	Countries	Inventors	U.S. Patent/App.	EP-Patent/ Appl.	other	Comments
SECTION A	PATENTS B49							
MO3566	PROCESS FOR THE REMOVAL OF COPPER IONS FROM AQUEOUS AFFLUENT	21.02.1991	US	Catlin et al.	5.133.873			
MO4832	PAPER DYE	7.24.1998	US, MX	Catlin, Joseph C.; Kokel, Richard H.	5.883.233			
MO6137	MICRO-EMULSIFIED GLYOXALATED ACRYLAMIDE POLYMERS	12.19.1988	US	Dauplaise, David L.; Kozakiewicz, Joseph J.; Schmitt, Joseph M.	4.954.538			
MO6137D	MICRO-EMULSIFIED GLYOXALATED ACRYLAMIDE POLYMERS		US	Dauplaise, David L.; Kozakiewicz, Joseph J.; Schmitt, Joseph M.	5.041.503			
MO6137D2	MICRO-EMULSIFIED GLYOXALATED ACRYLAMIDE POLYMERS		US	Dauplaise, David L.; Kozakiewicz, Joseph J.; Schmitt, Joseph M.	5.320.711			
MO6138	INK PENETROMETER HAVING FIBER OPTIC CABLES AND STATIONARY INK PADLE	4.14.1994	US	Heiman	5.483.078			
MO6139	STYRENE/ACRYLIC TYPE POLYMERS FOR USE AS SURFACE SIZING AGENTS	2.6.1991	CA, US, KR, ZA	Deperne, Otto S., Dauplaise, David L.	5.122.568			
MO6139D	STYRENE/ACRYLIC TYPE POLYMERS FOR USE AS SURFACE SIZING AGENTS		US	Deperne, Otto S., Dauplaise, David L.	5.138.004			

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Exhibit 3.3.1
Sold Seller Patents
and Patent Applications

Case Reference	Internal Title	Priority	Countries	Inventors	U.S. Patent/App'l.	EP Patent/ Appl.	other	Comments
MO6139D2	STYRENE/ACRYLIC TYPE POLYMERS FOR USE AS SURFACE SIZING AGENTS		US	Deplerne, Otto S., Dauplaise, David L.	5.139.614			
MO6140	SIZING EMULSION	2.4.1997	AU, BR, CA, FI, FR, GB, KR, SE, CN, DE, ID, JP, TW, US, ZA	Bwesser, Richard Barkman	5.759.249	98903676,9		
MO6141	METHOD AND AGENTS FOR IMPROVING PAPER PRINTABILITY AND STRENGTH	8.23.1996	BR, CA, CN, DE, JP, MX, US, CL, FI, FR, GB, SE	Bazaj, Rajiv; Guerro, Gerald J.; Dauplaise, David L.	6.034.181	96928261,5		
MO6141D	METHOD AND AGENTS FOR IMPROVING PAPER PRINTABILITY AND STRENGTH	4.29.1999	US	Bazaj, Rajiv; Guerro, Gerald J.; Dauplaise, David L.	6.494.990			
MO6141D2	METHOD AND AGENTS FOR IMPROVING PAPER PRINTABILITY AND STRENGTH	12.30.1999	US	Bazaj, Rajiv; Guerro, Gerald J.; Dauplaise, David L.	6.281.291			
MO6142	METHOD AND AGENTS FOR IMPROVING PAPER PRINTABILITY AND STRENGTH	8.25.1995	US	Bazaj, Rajiv; Guerro, Gerald J.; Dauplaise, David L.	5.824.190			
MO6143	TEMPORARY WET STRENGTH RESINS	7.11.1996	AU, BR, CA, CN, DE, ES, JP, MX, CL, FR, GB, SE, US	Dauplaise, David L.; Guerro, Gerald J.	5.723.022	97930089,4		
MO6144N	PAPERMAKING METHODS AND COMPOSITIONS	5.16.2000	US	Guerro, Gerald J.; Lawrence, Leigh Ann	6.429.253			
MO6145	PAPER SIZING AGENTS AND METHODS	10.16.1998	CA, MX, US	O'Toole, Michael Philip; Depieme, Otto S.	6.114.417			
MO6146	METHODS FOR REDUCING AMINE ODOR IN PAPER	9.10.1998	CA, GB, MX, US	Proverb, Robert J.; Scanlon, Michael J.	6.491.790	99943705,6		

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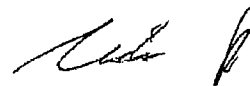


Exhibit 3.3.1
Sold Seller Patents
and Patent Applications

Case Reference	Internal Title	Priority	Countries	Inventors	U.S. Patent/App'l.	EP-Patent/ Appl.	other	Comments
MO6146D	METHODS FOR REDUCING AMINE ODOR IN PAPER	11.5.2002	US	Proverb, Robert J.; Scanlon, Michael J.	6.743.335			
MO6147	PAPER SIZING COMPOSITIONS AND METHODS	5.18.2000	CA, MX, US	Dilts, Kimberly C.; Proverb, Robert J.; Dauplaise, David L.	6.576.019			
MO6147D	PAPER SIZING COMPOSITIONS AND METHODS	5.6.2003	US	Dilts, Kimberly C.; Proverb, Robert J.; Dauplaise, David L.	6.666.952			
MO6148	USE OF HYDROXYALKYLATED STARCHES FOR IMPROVED EMULSIFICATION OF SIZING AGENTS	9.3.1999	US	Dauplaise, David L.; Proverb, Robert J.; Komarowska, Katarzyna	6.210.475			
MO8333*	METHOD OF COLOURING OR TINTING PAPER	9.29.1989	CA, FI, US	Breault	5.131.910	0421172		
* In progress of being assigned from LANXESS, Inc. to LANXESS Corporation								
SECTION B	PATENT APPLICATIONS (to be listed in Annex 1 for US IP Transfer Agreement)							
MO6562	ANIONIC FUNCTIONAL PROMOTER AND CHARGE CONTROL AGENT	6.19.2002	CA, EP (32 Countries Designated), MX, US	Ryan, Michael; Et. Al.	10/174,964	1518021		
CH7560	ALKENYLSUCCINIC ANHYDRIDE SURFACE-APPLIED SYSTEM AND USES THEREOF	12.17.2002	AU, BR, CA, TW, CN, IN, JP, KR, US	Goldsberry, Harold; Et. Al.	10/533,702			
CH7660	ALKENYLSUCCINIC ANHYDRIDE SURFACE-APPLIED SYSTEM AND USES THEREOF	12.17.2003	AU, BR, CA, CN, IN, JP, KR, USEP(32 Countries Designated)	Goldsberry, Harold; Et. Al.	10/534,202			

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Exhibit 3.3.1
 Sold Seller Patents
 and Patent Applications

Case Reference	Internal Title	Priority	Countries	Inventors	U.S. Patent/App'l	EP-Patent/ Appl.	other	Comments
CH8070	ALKENYL SUCCINIC ANHYDRIDE SURFACE-APPLIED SYSTEM AND USES THEREOF	12.17.2003	AU, BR, CA, CN, IN, JP, KR, Countries Designated)	Goldsberry, Harold; Et. Al.	10/533,190			
CH7663	ANIONIC FUNCTIONAL PROMOTER AND CHARGE CONTROL AGENT WITH IMPROVED WET TO DRY TENSILE STRENGTH RATIO	2.7.2003	EP(32 Countries Designated), WIPO(proposed filings in AU, BR, CN, JP, and U.S.	Ryan, Michael; Et. Al.	60/445,970	1518021		
CH8269	HIGH-PERFORMANCE STRENGTH RESINS IN PAPERMAKING INDUSTRIES	7.8.2004	TW, US, WIPO(all countries currently designated)	Zhang, Najjie; Et. Al.	60/586,394			
CH8247	CATIONIC POLYMERS CONTAINING 2-HYDROCYETHYL METHACRYLATE AS PROMOTERS FOR ASA SIZING	6.17.2004	US, WIPO (all countries currently designated), TW	Pawlowska, Et. Al.	60/580,556			
CH8286	METHOD AND APPARATUS FOR CONTROLLING A POLYMERIZATION	2.3.2004	CA, US WIPO(all countries currently designated)	Sadek	10/865,808			
CH8288	TEMPORARY WET STRENGTH SYSTEM FOR TISSUE PAPER	10.20.2004	US	Ryan, Michael; Et. Al.	60/620,553			
CH8300	STORAGE STABLE LIQUID DYES	22.12.2004	US	Joyner, Howard; Et. Al.	60/639,028			
CH8289	TEMPORARY WET STRENGTH AGENTS AND PRODUCTS MADE FROM SUCH AGENTS	10.20.2004	US	Zhang, Najjie; Et. Al.	60/620,567			

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and Patent Applications

Case Reference	Internal Title	Priority	Countries	Inventors	U.S. Patent/App'l.	EP-Patent/ Appl.	Other	Comments
CH8320	REDUCED SHEAR ASA FOR WET END APPLICATION	3.3.2005	US	Pawlowska, Et. Al.	60/658,359			
CH8328	A METHOD AND COMPOSITION FOR IMPROVED TEMPORARY WET STRENGTH	3.24.2005	US	Zhang, Najjfe; Et. Al.	60/664,780			
CH8270	IMPROVED DYE CLEANER, AND METHOD FOR CLEANING COLORANT DELIVERY SYSTEMS	7.14.2004	US, CA	Sinson, Kelly; Et. Al.	60/587,707			
SECTION C								
PATENT APPLICATIONS CO-OWNED WITH PROCTER & GAMBLE (to be listed in Annex 2 of US IP Transfer Agreement)								
MOT278	PAPER WITH HIGH STRENGTH AND HIGH WATER DISPERSIBILITY	6.19.2002	CA, EP(32 Countries Designated), KR, MX, US, KR	Ryan, Michael; Et. Al.	10,517/084	1518025		

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