

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
RHODIA UK LIMITED	01/01/2006
RECEIVING PARTY DATA	
Name:	RHODIA RECHERCHES ET TECHNOLOGIES
Street Address:	52 Rue de la Haie
Internal Address:	Coq
City:	Aubervilliers
State/Country:	FRANCE
Postal Code:	93300
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13856058
CORRESPONDENCE DATA	
Fax Number:	2123195101
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2123194900
Email:	ddefrancesco@hhpatent.com
Correspondent Name:	Holtz Holtz Goodman & Chick PC
Address Line 1:	220 Fifth Avenue
Address Line 2:	16th Floor
Address Line 4:	New York, NEW YORK 10001
ATTORNEY DOCKET NUMBER:	05436C1/RSB
NAME OF SUBMITTER:	Dorothy DeFrancesco
Signature:	/Dorothy DeFrancesco/
Date:	08/27/2013

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Total Attachments: 6

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TECHNOLOGY & TRADEMARKS PURCHASE AGREEMENT

* * *

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

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

AND,

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

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

In reference to the following facts:

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

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

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

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

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



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

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

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

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

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

The Parties hereby agree as follows:

Article 1: Definitions

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

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

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

Article 2: Sale of Technology & Trademarks

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

[REDACTED]

6. This Agreement shall be governed by the laws of the State of California. This Agreement shall be interpreted and construed in accordance with the laws of the State of California.

6.2. The parties agree that the provisions of this Agreement shall be binding upon the parties and shall not be subject to the provisions of any other agreement.

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6.6. Entire Agreements and Amendments: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and communications between the parties with respect to the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless in writing and executed by the duly authorized representative of each of the parties.

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

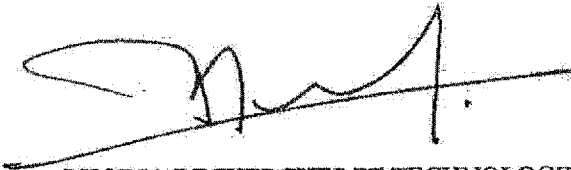
24.
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[Signature]



RHODIA UK LIMITED
Represented by

John SCOTT
Director

Duly authorized



RHODIA RECHERCHES ET TECHNOLOGIES
Represented by

Paul-Joël DERIAN
President

Duly authorized

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