

08-18-1999

Form PTO-1504
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
Tab settings → → →

RECOF



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
Box Assignments

101119954

8.16.99

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Huntsman Chemical Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State Texas
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Nova Chemicals (USA) Inc.

Internal Address: _____

Street Address: 400 Frankfort Road

City: Monaca State: PA ZIP: 15061-2298

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Texas
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
 Additional name(s) & addresses attached? Yes No

3. Nature of conveyance

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 31, 1998

4. Application number(s) or registration number(s):

Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,009,294

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sabrina C. Stavish, Esq.

Internal Address: SHERIDAN ROSS P.C.
Suite 3500

Street Address: 1700 Lincoln Street

City: Denver State: CO ZIP: 80203-4501

6. Total number of applications and registrations involved. 1

7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account.

8. Deposit account number: 19-1970
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Sabrina C. Stavish 8/11/99
 Name of person signing Signature Date

Total number of pages including cover sheet, attachments and document: 11

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, DC 20231

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO COMMISSIONER FOR PATENTS AND TRADEMARKS, BOX ASSIGNMENTS, WASHINGTON, DC 20231 ON August 11, 1999

SHERIDAN ROSS P.C.

BY: Bonnie B. Ludlow

APPOINTMENT OF DOMESTIC REPRESENTATIVE

The firm of Sheridan Ross P.C. whose postal address is 1700 Lincoln Street, Suite 3500, Denver, Colorado, 80203, telephone number (303) 863-9700, is hereby designated as Registrant's representative upon whom notice or process in proceedings affecting the mark may be served.

Please direct all correspondence to:

Sabrina C. Stavish, Esquire
Sheridan Ross P.C.
1700 Lincoln Street, Suite 3500
Denver, Colorado 80203

NOVA CHEMICALS (USA) INC.

Date: July 15/99
JG

By: R. Bruce Forbes

Name: R. Bruce Forbes

Its: Vice President, Legal

Date: July 15/99
JG

By: Paul R. Boulton

Name: Paul R. Boulton

Its: Vice President, Technology Growth

+ Commercial Division

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of December 31, 1998 ("Assignment") by Huntsman Chemical Corporation, a Texas corporation ("Assignor") with its principal place of business at 500 Huntsman Way, Salt Lake City, Utah 84108, in favor of Nova Chemicals (USA), Inc., a Texas corporation ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor and Assignee are parties to that certain Agreement and Plan of Merger, dated as of December 30, 1998 (the "Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept and assume from Assignor certain of the assets relating exclusively to the HCC Business (as such term is defined in the Agreement) and to become the successor to such HCC Business, which HCC Business is ongoing and existing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee all of Assignor's right, title, and interest, if any, in and to, all Intellectual Property (as such term is defined in the Agreement) currently included in the Sundance Assets (as such term is defined in the Agreement) including all:

(i) patents registrations and patent applications set forth on Attachment I hereto;

(ii) trademark registrations and trademark applications set forth on Attachment II hereto;

(iii) service marks and service mark registrations and applications set forth on Attachment III hereto;

(iv) the entire goodwill of the HCC Business connected with the use of and symbolized by the trademarks and service marks set forth on Attachments II and III;

(v) copyright registrations and copyright applications set forth on Attachment IV hereto;

(vi) invention disclosure records, technology, technical

information, technical records, know-how, proprietary processes and unregistered copyrights; and

all income, royalties, causes of actions, claims and demands or other rights for, or arising from, any infringement, including past infringement, of the foregoing Intellectual Property, and all rights corresponding thereto throughout the world.

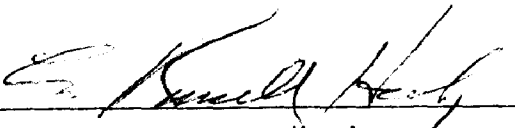
Notwithstanding anything in this Assignment to the contrary, this Assignment shall not constitute an assignment of any asset or any claim or right or any benefit arising under or resulting from such asset if an attempted assignment or assumption thereof, without the consent of a third party, would constitute a breach or other contravention of the rights of such third party, would be ineffective with respect to any party to an agreement concerning such asset, or would in any way adversely affect the rights of Assignor or, upon transfer, Assignee under such asset. If any transfer or assignment by Assignor to, or any assumption by Assignee of, any interest in, or liability, obligation or commitment under, any asset requires the consent of a third party, then such assignment or assumption shall be made subject to such consent being obtained.

Assignor and Assignee shall cooperate (at their own expense) in any lawful and reasonable arrangement reasonably proposed by Assignee under which Assignee shall obtain the economic claims, rights and benefits under the asset, claim or right with respect to which the consent has not been obtained. Such reasonable arrangement may include the subcontracting, sublicensing or subleasing to Assignee of any and all rights of Assignor against the other party to such third-party agreement arising out of a breach or cancellation thereof by the other party.

Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:
Huntsman Chemical Corporation

By: 
Name: L. Russell Healy
Title: Vice President

Acknowledged and
Accepted: .

ASSIGNEE:
Nova Chemicals (USA) Inc.

By: _____
Name:
Title:

By: _____
Name:
Title:

ASSIGNMENT OF INTELLECTUAL PROPERTY

Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment.

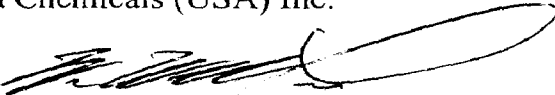
IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

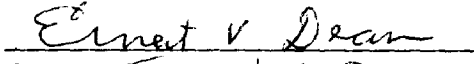
ASSIGNOR:
Huntsman Chemical Corporation

By: _____
Name:
Title:

Acknowledged and
Accepted:

ASSIGNEE:
Nova Chemicals (USA) Inc.

By: 
Name: Wes William Lucas
Title: President

By: 
Name: Ernest V DEAN
Title: Secretary

ASSIGNMENT OF INTELLECTUAL PROPERTY

ATTACHMENT I

Patent	Patent No./ (App. No.)	Issued/ (App. Date)	Owner	Country
APPARATUS AND PROCESS FOR BLENDING ELASTOMER PARTICLES AND SOLUTION INTO A UNIFORM MIXTURE	5501804	3/26/96	Huntsman Chemical Corporation	United States
HIGH-IMPACT POLYSTYRENE	5189095	2/23/93	Huntsman Chemical Corporation	United States
METHOD OF MAKING STYRENE-TYPE POLYMER COMPRISING SUSPENSION POLYMERIZATION CONDUCTED IN AQUEOUS MEDIUM CONTAINING COMBINATION OF POLYVINYL ALCOHOL AND SULFONATED POLYSTYRENE OR SULFONATED STYRENE-MALEIC ANHYDRIDE COPOLYMER	4730027	3/8/88	Huntsman Chemical Corporation	United States
METHOD OF INHIBITING POLYMERIZATION OF VINYL AROMATIC COMPOUNDS	4376678	3/15/83	Huntsman Chemical Corporation	United States
METHOD OF INHIBITING POLYMERIZATION OF VINYL AROMATIC COMPOUNDS	1433169	(07/29/83)	Huntsman Chemical Corporation	Japan
METHOD OF INHIBITING POLYMERIZATION OF VINYL AROMATIC COMPOUNDS	8311015	11/25/85	Huntsman Chemical Corporation	France
METHOD TO ADHERE ACRYLIC FILMS TO STYRENIC POLYMERS [INCLUDING MINOR AMOUNT OF AN ACRYLIC ACID IN STYRENE POLYMER]	4350742	9/21/82	Huntsman Chemical Corporation	United States
PROCESS FOR OBTAINING NARROW MOLECULAR WEIGHT DISTRIBUTION IN VINYL AROMATIC MASS POLYMERIZATION SYSTEM	4308360	12/29/81	Huntsman Chemical Corporation	United States
IMPACT RESISTANT POLYSTYRENE BLENDS [WITH A RUBBER MODIFIED STYRENE POLYMER]	4245057	01/13/81 (03/16/79)	Huntsman Chemical Corporation	United States

ATTACHMENT II

Trademark	Status	Reg. No.	Reg. Date	Owner	Jurisdiction
REPLAY	Registered	2,009,294	10/22/96	Huntsman Chemical Corporation	United States

ATTACHMENT III

None.

ATTACHMENT IV

None.