

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
Hoechst Celanese Corporation

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

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

2. Name and address of receiving party(ies)
Name: Clariant AG
Internal _____
Address: _____
Street Address: Rothausstrasse 61
City: Muttenz State: Switzerland Zip: CH-4132

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Switzerland
 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) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 4, 1997

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
766,553

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Anthony A. Bisulca
Internal Address: Clariant Corporation
Industrial Property Law
Department
Street Address: 4000 Monroe Road
City: Charlotte State: NC Zip: 28205

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:
032060

(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.

Anthony A. Bisulca Anthony A. Bisulca 3/10/04
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$40.00 032060 0766663

INTELLECTUAL PROPERTY TRANSFER AND LICENSE AGREEMENT

This Intellectual Property Transfer and License Agreement ("IPTLA") is made effective as of August 4, 1997, by and between Hoechst Celanese Corporation, 30 Independence Boulevard, Warren, NJ 07059 ("HCC") and Clariant AG, Rothausstrasse 61, CH-4132 Muttenz, Switzerland ("Clariant").

WITNESSETH THAT:

WHEREAS, HCC and Clariant are parties to an Asset Purchase Agreement by which Clariant is purchasing the specialty chemicals business of HCC and to which this IPTLA is attached; and

WHEREAS, HCC owns intellectual property, including patents, know-how and trademarks relating in whole or in part to the specialty chemicals activities to be transferred,

NOW, THEREFORE, in consideration of the premises and of the promises hereinafter made, it is agreed as follows:

Article 1. Definitions

1.9 The term "QUALIFYING DATE" means January 1, 1997.

1.10 The term "TRADEMARKS" means the trademarks listed in Schedule 1.10 to this IPTLA.

Article 2. Transfer and Licensing of TECHNOLOGY and PROTECTED RIGHTS

Article 4. Trademarks

- 4.1 HCC hereby assigns to Clariant the TRADEMARKS , together with the good will associated therewith, subject to any prior licenses that may have been granted and subject to obtaining any consents that may be required from third parties.
- 4.2 HCC shall promptly prepare at HCC's expense and provide to Clariant assignment documents for the TRADEMARKS in due form for recording. HCC shall not be responsible for such recording or fees in connection with such recording.

IN WITNESS WHEREOF, the parties have signed and entered into this IPTLA as of the day and year first above written.

HOECHST CELANESE CORPORATION

By *[Signature]*
Vice President

CLARIANT AG

By _____

r:\agreements\clariant.doc

18:01 FAX +41 61 469 65 08

CLARIANT LEGAL MUTIENZ

CLARIANT CORP

005

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IN WITNESS WHEREOF, the parties have signed and entered into this IFTLA as of the day and year first above written.

HOECHST CELANESE CORPORATION

By _____

CLARIANT AG

August 4, 1997

By _____

R. Lasser

CFO

P. Wenger

Treasurer

clariant.com

TOTAL PAGE. 09

SCHEDULE 1.10

By country, alphabetically -

Country	Trademark	Class No.	Reg. No.	HCC File No.
United States	AQUANYL *	2	1,521,429	16936
United States	CARBOSTAT	1	724,074	17082
United States	RHODAFIN	2	1,689,739	17335
United States	RHODAZOL **	2	766,553	17098
United States	SALICINE **	2	785,794	17097
United States	TELEMATCHING **	42	1,765,110	17460

* See License Agreement with Hercules

** Also licensed to Dyster