

FORM PTO-1618A  
Expires 06/30/99  
OMB 0851-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mall documents to be recorded with required cover sheet(s) information to  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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REEL: 003114 FRAME: 0986

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FORM PTO-1618B  
Expires 06/30/09  
OMB 0651-0027

Page 2

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK****Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Celanese International Corporation

Address (line 1)

1601 LBJ Freeway

Address (line 2)

Dallas, TX 75234

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

361-584-6165

Name

Irma G. Valverde

Address (line 1)

Celanese Ltd. - IP Dept. - IZIP 701

Address (line 2)

Highway 77 South

Address (line 3)

Bishop, TX 78343

Address (line 4)

**Pages**Enter the total number of pages of the attached conveyance document  
including any attachments.

#

6

**Trademark Application Number(s) or Registration Number(s)** Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

76/177768

76/177769

Registration Number(s)

2624740

2797215

**Number of Properties**

Enter the total number of properties involved.

#

4

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

160.00

Method of Payment:

Enclosed Deposit Account 

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

08-2454


Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.*

Irma G. Valverde



May 10, 2005

Name of Person Signing

Signature

Date Signed

TRADEMARK

REEL: 003114 FRAME: 0987

**AGREED FORM OF PRO FORMA "ASSIGNMENT OF BUSINESS IP"****DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY**

THIS DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of February 4, 2005 ("Assignment") by **INDOPCO, INC.** ("Assignor") a company incorporated in Delaware, whose principal office is at 10 Funderne Avenue, Bridgewater, New Jersey, USA 08807 in favor of **CELANESE INTERNATIONAL CORPORATION** ("Assignee"), a company incorporated in Delaware with its principal place of business at 1601 West LBJ Freeway, Dallas, Texas, USA 75234-6034.

WHEREAS, by a master sale and purchase agreement dated November 23, 2004 and made between Ergon Investments UK Limited ("**Ergon**") and the Assignee (the "**Sale Agreement**"), Ergon agreed to sell and transfer (or procure the sale and transfer of) certain assets and shares relating to its Vinamul Polymers business to the Purchaser, on the terms more particularly set out in the Sale Agreement. In the Sale Agreement, Ergon agreed to procure that Assignor enter into, and Assignee agreed to enter into, this Agreement for the purpose of transferring to Assignee the Business IP, including, but not limited to, applications and registrations listed on Schedule A attached hereto. This is one of the "Assignment[s] of the Business IP" referred to in the Sale Agreement. Terms defined in the Sale Agreement shall have the same meaning when used in this Assignment.

NOW, THEREFORE Assignor does hereby assign, transfer, set over, and deliver to Assignee free and clear of all Encumbrances, licences and other similar rights such as options to obtain licences, other than the Business IP Contracts, all its right, title, and interest, in and to the Business IP, in all cases whether or not registered or registrable and including registrations and applications for registration or grant of any of the following and rights to apply for the same, and including all:

(i) patents, utility models, patent disclosures, (and all rights relating thereto including reissues, re-examinations, divisions, continuations, continuations-in-part, extensions or renewals), and all rights in inventions (whether captured in an invention disclosure or not), and in and to all rights in any of the foregoing provided by law, treaties or conventions including all original and reissued patents which have been or shall be issued on such inventions in the U.S. and all non-U.S. countries, including, without limitation, the right to apply for patent rights in each country and all rights to priority, and including all rights to sue and recover for past infringement of such patents, including patent applications, and the inventions disclosed therein. Assignor agrees that Assignee may apply for and receive Letters Patent for such inventions in Assignee's own name;

(ii) trade marks and service marks, certification marks, trade names, rights in trade dress, identifying symbols, logos or insignia, domain names, and all

goodwill associated therewith, but excluding all goodwill attaching to, and all rights under, the Excluded Trade Marks as defined in the Sale Agreement;

(iii) right in designs, copyrights, moral rights, intellectual property rights in all computer hardware, architectures, software, computer programs, source codes, object codes databases and compilations, and rights in all related documentation, topography rights, advertising rights, rights in databases, trade secrets and know-how, rights in discoveries, improvements, processes, formulas, and specifications;

(v) rights in Technical Information (as defined in the Sale Agreement);  
and

(vii) rights to sue at law or in equity for any past infringement or other impairment of any and all of the foregoing, including the right to receive all proceeds and damages therefrom, where applicable at law.

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 request to effectuate fully this Assignment and to enable this Assignment to be recorded in any and all jurisdictions throughout the world.

This Assignment shall be governed by and construed in accordance with English law.

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

SIGNED AND DELIVERED as a deed

By: P.C. Maloff

Name: Peter C. Maloff

Title: Secretary

For and on behalf of

INDOPCO, Inc.

("ASSIGNOR")

Acknowledged and Accepted:

By: James J. Mullen

Name: JAMES J. MULLEN

Title: Asst. Sec.

For and on behalf of

Celanese International Corporation

("ASSIGNEE")

#63479

**Schedule A**  
**Registrations and Applications**

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>REG.NO.</u>	<u>COMMENT</u>	<u>ACTION/ RENEWAL DATE</u>	<u>RENEWAL STATUS</u>	<u>OWNER</u>
DUR-O-COTE	USA	R	2624740		11/15/2007		Indopco Inc.
DUR-O-CRYL	USA	TM		Common law trademark	N/A		Indopco Inc.
ELITE	USA	TM		Common law trademark	N/A		Indopco Inc.
VINAMUL Design (no words)	USA	TM		Filed 12/8/2000; Serial #76/177769	9/4/2005	Statement of Use	Indopco, Inc.
VINAMUL POLYMERS Logo	USA	TM		Filed 12/8/2000; Serial #76/177768	9/9/2005	Statement of Use	Indopco, Inc.
VINRES	USA	R	2797215		12/23/2008		Indopco, Inc.

TRADEMARK

REEL: 003114 FRAME: 0991

\*\* TITLE PAGE \*\*

RECORDED: 05/10/2005