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FORM PTO-1595		07-24-1998		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
P.E.		R		IEET	
To the Honorable Commissioner of F.		100774062		are attached original documents or copy thereof.	
1. Name of conveying party(ies): Advanced Elastomer Systems, L.P.		2. Name and address of receiving party(ies): Name: <u>Exxon Chemical Patents Inc.</u> Street Address: <u>13501 Katy Freeway</u> City: <u>Houston</u> State: <u>Texas</u> ZIP: <u>77079</u>			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: <u>14 Nov and 20 Nov 1997</u>					
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) <u>07/648,267 (CIP of</u> <u>07/563,464 now abd.)</u> B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning documents should be mailed: Name: <u>John E. Schneider</u> Internal Address: <u>Exxon Chemical Company</u> <u>Law Technology</u> Mailing Address: <u>P.O. Box 2149</u> City: <u>Baytown</u> State: <u>Texas</u> ZIP: <u>77522-2149</u>		6. Total number of applications and patents involved: [1] 7. Total fee (37 CFR 1.41): <u>\$40.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>05-1715</u>			
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i>  _____ Brent M. Peebles Name of Person Signing  _____ BMP Signature  _____ July 10, 1998 Date  Total number of pages including cover sheet, attachments, and document: [13]					
Mail documents to be recorded with required cover sheet information to:  COMMISSIONER OF PATENTS AND TRADEMARKS BOX ASSIGNMENT WASHINGTON DC 20231					

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PATENT  
REEL: 9368 FRAME: 0258

Resubmittal  
FORM PTO-1595

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
SHEET APR 13 1998

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):  
N. R. Dharmarajan  
Robert C. Puydak  
Hsien-Chang Wang  
Kenneth W. Powers  
Thomas C. Yu  
Donald R. Hazelton

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: 14 Nov and 20 Nov 1997

2. Attached original documents or copy thereof.

Name and address of receiving party(ies):

Exxon Chemical Patents Inc.

Set Address: 13501 Katy Freeway

City: Houston State: Texas ZIP: 77079

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

07/648,267 (CIP of  
07/563,464 now abd.)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: John E. Schneider  
Internal Address: Exxon Chemical Company  
Law Technology  
Mailing Address: P.O. Box 2149  
City: Baytown State: Texas ZIP: 77522-2149

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 1.41): \$40.00

☒ Authorized to be charged to deposit account

8. Deposit account number: 05-1715

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.

John E. Schneider

Name of Person Signing

Signature

April 8, 1998

Date

Total number of pages including cover sheet, attachments, and document: 21

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

COMMISSIONER OF PATENTS AND TRADEMARKS  
BOX ASSIGNMENT  
WASHINGTON DC 20231

## **ASSIGNMENT AGREEMENT**

This Agreement entered into as of November 15, 1997, is between Exxon Chemical Patents, Inc., a wholly owned subsidiary of Exxon Corporation, ("Exxon"), and Advanced Elastomer Systems, L.P. ("AES").

WHEREAS, AES is the owner of a family of patent applications based on U.S. Patent Application Number 07/648,267, entitled "Thermoplastic Blend Containing Engineering Resin" ("Patent Family") and is willing to assign the Patent Family to Exxon; and

WHEREAS, Exxon is interested in acquiring the Patent Family and in return is willing to grant AES certain license rights to the Patent Family;

THEREFORE, the parties agree as follows:

### **ARTICLE I - ASSIGNMENT**

1.01 Subject to the reservation of rights recited in Article II below and for good and valuable consideration given to AES by EXXON or its affiliates, AES hereby assigns to Exxon Chemical Patents, Inc., a corporation of Delaware, its successors, legal representatives and assigns, herein collectively referred to as Exxon, the entire right, title and interest, for the United States and all foreign countries, in and to AES's patents and patent applications recited in the attached Exhibit A, all of which are based on U.S. patent application serial number 07/648,267, filed January 31, 1991, which is a continuation-in-part of U.S. application serial number 07/563,464 (now abandoned) and is entitled "Thermoplastic Blend Containing Engineering Resin".

1.02 AES agrees upon the request of Exxon to provide assistance in the prosecution of the patent applications assigned to Exxon and to provide assistance in enforcing or defending any patents which may result from those applications to include, but not limited to, securing cooperation from its employees in the matter of preparing and executing documents and the giving and producing of evidence in support of the patents and applications.

1.03 AES warrants that it has clear title to the patents and applications recited in Exhibit A and that it is free to transfer title to Exxon.

### **ARTICLE II - RESERVATION OF RIGHTS**

2.01 The Assignment recited in Article I above is subject to a reservation on the part of AES to the exclusive, world wide right to make, use, sell, and license the invention claimed in the patent family within the Field of Agreement described in Exhibit B hereto.

2.02 EXXON consents to this reservation of rights as partial consideration for the assignment given in Article I.

2.03 EXXON agrees that AES shall have power to institute and prosecute at its own expense, and with the rights to all recoveries, suits for infringement of the patent family within the Field of Agreement. EXXON will provide assistance to AES in such suits to enforce or defend the patents, and if required by law, EXXON will join as party plaintiff in such suits.

### ARTICLE III- MISCELLANEOUS

3.01 This agreement shall be construed and interpreted in accordance with the plain meaning of its terms and shall be governed by the laws and regulations of the State of New York.

3.02 The parties agree that this Agreement constitutes the entire agreement between the parties with respect to the matters set forth herein. Any and all prior written or oral agreements or prior oral or written understandings with respect to the subject matter of this agreement are canceled and superseded as of the effective date of this agreement.

3.03 No amendment, modification or waiver of any of the provisions of this Agreement will be valid unless it is in writing and signed by the parties.

3.04 If any of the provisions of this agreement should be void, the other provisions will not be affected thereby. However, the parties will negotiate in good faith to replace the void provisions with valid provisions which, insofar as possible, will achieve the results achieved by the void provisions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into as of the date of the last signature of the parties hereto.



Advanced Elastomers Systems, L.P.

Exxon Chemical Patents, Inc

By: *6-25* 

Title: Pres & CEO

Date: 14 Nov., 1997

By: 

Douglas M. Selman

Title: Vice President, Polymers Technology

Date Nov. 20, 1997 ~~1999~~

**EXHIBIT A**

**AES CASE 9403 [EXXON CASE E-257]**

**United States**

Title - Thermoplastic Blend Containing Engineering Resin (as amended 04 Sept 1992)

Application Serial No. 07/648,267

Filing Date: 31 Jan 1991

CIP of Ser. No. 07/563,464

Filed: 07 Aug 1990 (now abandoned)

**Brazil**

Application No. PI 9106738

Filing Date: 02 Aug 1991

**Canada**

Application No. 2 048 462

Filing Date: 06 Aug 1991

**Europe**

European Patent No. 0 542 875 B1

Granted: 18 Oct 1995

Validated in: BE, DE (as 69114010 T2), ES, FR, GB, IT, NL

**Japan**

Application No. 513762/91

Filing Date: 02 Aug 1991

Laid Open No. 509349/93 (22 Dec 1993)

**Korea**

Patent No. 106260

Granted: 16 Oct 1996

**Taiwan**

Patent No. NI65929

Granted: 24 Aug 1994

**EXHIBIT B**

**FIELD OF AGREEMENT**

- I. The Field of Agreement shall mean the THERMOPLASTIC ELASTOMER PRODUCT(S) and ELASTOMER CONCENTRATE PRODUCT(S) to be developed, manufactured, and/or marketed by the Partnership which, at the time of sale by the Partnership, have the following characteristics:
- A. Processable as thermoplastics, and
  - B. Exhibiting the following performance properties at 25°C:
    - 1. A secant flexural modulus of less than 4,500 kg/cm<sup>2</sup> (measured according to ASTM D790 @ 1% strain), and
    - 2. A tension set of less than 65% when extended to 100% (measured according to ASTM D412) for THERMOPLASTIC ELASTOMER PRODUCT(S), and
    - 3. A shore hardness between 10A and 60D (measured according to ASTM D2240 after 5 sec.) for THERMOPLASTIC ELASTOMER PRODUCT(S), and
  - C. Produced as described in Article II below, and
  - D. The principal uses of which are set forth in Article IV hereof.
- II. The THERMOPLASTIC ELASTOMER PRODUCT(S) shall be produced as a result of combining at least one each of (1) any thermoplastic polymer(s) and (2) any elastomer(s), together with other components if required, and:
- A. The thermoplastic polymer(s) shall have a softening point greater than 50°C (measured according to ASTM D1525), and
  - B. The elastomer(s) shall include any and all natural and synthetic rubber (as defined in ASTM D1566), including any directly polymerized thermoplastic elastomers, and
  - C. The elastomer(s) shall represent greater than 20%, but not more than 90%, by weight of the total polymer content, and

- D. Other components may include fillers, plasticizers, processing aids, crosslinking agents, compatibilizers (block and/or graft copolymers or reactive polymers which can form compatibilizers), or other compounding ingredients

The ELASTOMER CONCENTRATE PRODUCT(S) shall be produced as a result of physically combining (i.e., in the absence of substantial chemical reaction) at least one each of (1) any thermoplastic polymer(s) and (2) any elastomer(s), together with other components if required, and:

- A. The thermoplastic polymer(s) shall have a softening point greater than 50°C (measured according to ASTM D1525), and
- B. The elastomer(s) shall include any and all natural and synthetic rubber (as defined in ASTM D1566), including any directly polymerized thermoplastic elastomers, and
- C. The elastomer(s), shall represent greater than 20%, but not more than 90%, by weight of the total polymer content, and
- D. Other components may include fillers, plasticizers, processing aids, compatibilizers (block and/or graft copolymers or reactive polymers which can form compatibilizers), or other compounding ingredients.

III. Notwithstanding the provisions of Article II hereof, excluded from this Field of Agreement and the Scope of the Partnership, as described in Attachment A to this Exhibit A, is the polymerization of polymers directly synthesized from monomers, as well as the manufacturing (except for the Partnership's own use) and the marketing of products containing less than 20% of materials added in a post-polymerization step(s).

IV. The principal uses of THERMOPLASTIC ELASTOMER PRODUCT(S) described in Article I hereof shall be for the replacement of conventional thermoset elastomer compounds, and in the replacement of other thermoplastic elastomers, in fabricated products. The principal uses of ELASTOMER CONCENTRATE PRODUCT(S) described in Article I hereof shall be for blending with polymers to modify processing and physical properties.

The exclusivity granted in the Scope of the Partnership, as described in Attachment A, shall not apply at any time to products sold by Monsanto or Exxon or their respective Affiliates, explicitly for use in adhesives and sealants, lubricants, and oils (including fuel oils), asphalt, photo-polymers, fibers, and film. As used herein, the term film shall mean, by way of example, membranes primarily intended for use in personal and health care products, including diapers and medical fluid bags; packaging products, including blister packaging, stretch wrap, and food containment; and adhesive films, including safety glass film, pressure sensitive tapes, and tie layers. The term film shall not mean, by way of example, membranes primarily intended for use in such thermoset elastomer applications

as roof sheeting, tank lining, and pond lining. In addition, the exclusivity granted in such Scope shall not apply to ELASTOMER CONCENTRATE PRODUCT(S) which contain more than 10%, by weight of the total polymer content, of styrene acrylonitrile, styrene maleic anhydride or styrenic block copolymers.

V. For each specific combination of thermoplastic polymer(s) and elastomer(s) described in Article II hereof ("COMPOSITION(S)"), the Partnership shall have the nonexclusive worldwide right to expand its manufacturing and marketing activities outside this Field of Agreement; provided, however, that:

- (1) such COMPOSITIONS are for the principal uses described in Article IV hereof, and
- (2) the annual sales (in tons) of each such COMPOSITION outside this Field of Agreement are less than 20% of the prior year sales of the COMPOSITION(S) within Articles I and II hereof.



SCOPE

Monsanto and Exxon shall each grant exclusively to the Partnership their respective worldwide manufacturing, marketing, and technology rights with respect to commercial THERMOPLASTIC ELASTOMER PRODUCT(S) and ELASTOMER CONCENTRATE PRODUCT(S) as defined and described in the Field of Agreement (Exhibit A). This Scope does not include, and the Partnership shall not engage in, the manufacture and/or marketing of products fabricated (molded, extruded, calendered, etc.) from said THERMOPLASTIC ELASTOMER PRODUCT(S) or ELASTOMER CONCENTRATE PRODUCT(S).