



Case

100857587

To the Honorable Commissioner of P.

attached original documents or copy thereof.

1. Name of conveying party(ies):

BASF Corporation

10-13-98

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

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

Name: Nalco/Exxon Energy Chemicals, L.P.

Internal Address: _____

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other _____

Execution Date: April 30, 1998

Street Address: 7701 Highway 90-A

City: Sugar Land State: Texas ZIP: 77478

Additional names(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)

0/22/1998 SBURNS 00000024 140105 5130471
1 FC:501 40.00 CH

B. Patent No.(s)

5,130,471

Additional numbers attached: Yes No

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

Name: Kelly L. Cummings

Patent and Licensing Department
Nalco Chemical Company

Street Address: One Nalco Center

City: Naperville State: Illinois ZIP: 60563-1198

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 14-0105

(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.

Kelly L. Cummings, Reg. No. 39,646

Name of Person Signing

Kelly L. Cummings
Signature

10/9/98
Date

Total number of pages including cover sheet, attachments, and document: 10

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

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231



DATED _____ **1998**

BASF CORPORATION

and

NALCO/EXXON ENERGY CHEMICALS L.P.

PATENT ASSIGNMENT

**SHOOSMITHS & HARRISON
RUSSELL HOUSE
SOLENT BUSINESS PARK
WHITELEY
FAREHAM
HAMPSHIRE**



DATED

1998

BASF CORPORATION

and

NALCO/EXXON ENERGY CHEMICALS L.P.

**AGREEMENT FOR ASSIGNMENT OF A PATENT
IN CONSIDERATION OF A LICENCE**

**SHOOSMITHS & HARRISON
SOLENT BUSINESS PARK
FAREHAM SO15 7AG**

**TEL: 01489 881010
FAX: 01489 881000**

THIS AGREEMENT is made the _____ day of _____ 1998

BETWEEN

- (1) **BASF CORPORATION**, having a place of business at 3000 Continental Drive-North, Mt Olive, NJ 07828-1234, United States of America (the "Patentee"); and
- (2) **NALCO/EXXON ENERGY CHEMICALS L.P.** a Delaware Limited Partnership having a place of business at 7701 Highway 90-A, Sugar Land, Texas, USA (the "Assignee").

IT IS AGREED AS FOLLOWS

1. **DEFINITIONS**

The following terms shall have the following meanings:-

- "Process" the process patented under the Patent
- "Patent" United States Patent 5130471 dated 14 July 1992

2. **RECITALS**

- (A) Prior to the formation of the Assignee, Exxon Chemical Energy Chemicals Limited ("ECECL") and Exxon Chemical Company ("EXCHEM") developed chemical compositions and know-how for the inhibition of the polymerization of acrylic acid and had provided samples of said chemical compositions to certain potential users (the "Confidential Information")
- (B) The users of the Confidential Information included the Patentee and its affiliate, BASF AKTIENGESELLSCHAFT ("BASF AKTIEN"), a company having a place of business at 67056 Ludwigshafen, Federal Republic of Germany (hereinafter collectively referred to as "BASF"), who were supplied such Confidential Information under the Prior Agreements set out in recital (C) below
- (C) BASF have tested said chemical compositions under the following agreements (hereinafter referred to as the "Prior Agreements"):
 - (i) the Secrecy Agreement between ECECL and BASF, reference RFN 9305.14;

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- (ii) the Agreement between ECECL and BASF, reference RFN 9105.20;
- (iii) the Letter Agreement between ECECL and BASF concerning non-analysis of Actrene 235 Antifoulant, reference RFN 9002.26;
- (iv) the Letter Agreement between EXCHEM and BASF of 2 August 1990, reference ECTD-90-49-RLG; and
- (v) the Letter Agreement between EXCHEM and BASF of 3 October 1989, reference ECTD-89-28-RLG

(D) The Assignee is the successor in interest to ECECL and EXCHEM

(E) The Patentee is the registered proprietor of the Patent and has agreed to assign it to the Assignee in consideration of an agreement to grant a licence in the form set out in the first schedule (the "Licence Agreement") and on the following terms and conditions

3. **ASSIGNMENT**

Contemporaneously with this Agreement and in consideration of the Assignee entering into the Licence Agreement the Patentee shall assign to the Assignee the Patent together with all the Patentee's rights and interests in respect of it such assignment to be in the form set out in the second schedule (the "Patent Assignment").

4. **PATENTEE'S OBLIGATIONS**

The Patentee agrees with the Assignee to execute any further documents that the Assignee may reasonably require to enable the Assignee to become registered as proprietor of the Patent;

5. **PATENTEE'S WARRANTIES AND INDEMNITY**

The Patentee warrants that:

- 5.1 it is the sole registered proprietor of the Patent, has the right to dispose of the Patent and has full power to enter into this Agreement;
- 5.2 the Patent is free from all encumbrances;
- 5.3 the Patent is in force and the Patentee has neither by act nor omission caused or permitted anything which may cause the Patent:
 - 5.3.1 to lapse prematurely; or
 - 5.3.2 to be the subject of a compulsory licence;

- 5.4 it has at no stage granted any permission to any third party to make any use whatsoever of the Patent;
- 5.5 there are no foreign counterparts of the Patent and that no other patent applications have been filed anywhere in the world corresponding to or based on the subject matter which resulted in the Patent, and that it will not, and will procure that no other party will, make any application for or be granted any patent rights anywhere in the world corresponding to or based on the subject matter which resulted in the Patent;
- 5.6 at the request of the Assignee it will at all times hereafter do all such acts and execute all such documents as may reasonably be necessary or desirable both to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder and to assist in the resolution of any question concerning the Patent;
- 5.7 it has paid up to date all relevant renewal fees and associated charges in respect of the Patent; and
- 5.8 as of the date of last signature hereto appearing at the end of this Agreement it has no patents or patent applications in conflict with the Prior Agreements detailed in Recital C above: the Patentee has enquired of BASF AKTIEN and been informed that BASF AKTIEN has no patents or patent applications in conflict with the Prior Agreements detailed in Recital C above.

6. **ASSIGNEE'S OBLIGATIONS**

The Assignee agrees with the Patentee:

- 6.1 to take all necessary steps to register promptly its interest in the Patent following the execution of the Patent Assignment;
- 6.2 promptly upon execution of the Patent Assignment to execute the Licence Agreement; and
- 6.3 to pay the renewal fees of the Patent, except that the Assignee may at its option cease to pay such renewal fees at any time provided it shall first have notified the Patentee to this effect, in which case the Patentee shall be entitled to pay such renewal fees and assume ownership of the Patent on terms to be agreed between the parties but in any event including a royalty free, non exclusive licence, for the benefit of the Assignee, with the right to sub licence.

7. **GENERAL**

- 7.1 This Agreement contains the whole agreement between the parties in respect of the Patent and supersedes any prior written or oral agreement between them

relating to it and the parties confirm that they have not entered into this Agreement on the basis of any representations that are not expressly incorporated in it.

7.2 All notices to the parties under this Agreement shall be in writing and sent to the names and addresses stated below. Any party may change such name and address by notice to the other parties in accordance herewith, and any such change shall take effect immediately upon receipt of such notice.

The Patentee

B Stegman
BASF Corporation
3000 Continental Drive-North
Mt Olive NJ 07828-1234
USA

The Assignee

P Windrup
Nalco/Exxon Energy Chemicals LP
7701 Highway 90A
Sugarland, Texas
USA

In the event that notices and statements received under this Agreement by a party hereto are sent by registered mail to the party entitled thereto at its above address, they shall be deemed to have been given or made as of the date so mailed.

7.3 The headings in this Agreement are for convenience only and are not intended to have any legal effect.

7.4 Throughout this Agreement, wherever required by the context, the use of the singular number shall include the plural, and vice versa.

7.5 Any waiver by either party hereto of any breach of this Agreement by the other party shall not operate as a waiver of a later or continuing breach.

7.6 Each party agrees that it shall not make any public announcements concerning this Agreement without the prior written consent of the other party.

7.7 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and shall become effective when one or more counterparts have been signed by one of the parties hereto and such a counterpart (so signed) has been delivered to the other party.

7.8 THIS AGREEMENT SHALL BE INTERPRETED UNDER THE INTERNAL LAWS OF THE STATE OF TEXAS, UNITED STATES OF AMERICA.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written.

SIGNED BY

for and on behalf of
BASF CORPORATION



in the presence of

Amey Jurgal 4.30.98
J. D. Burdett

SIGNED BY

A. Stambert

for and on behalf of
NALCO/EXXON ENERGY CHEMICALS
L.P. in the presence of:

A. [Signature]