

01-04-1999

SHEET



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To the Honorable Commissioner of

1. Name of conveying party(ies):  
R. Ulrich Boes  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Name and address of receiving party(ies):  
 Name: Cabot Corporation  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 75 State Street  
 \_\_\_\_\_

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

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

Execution Date(s): November 12, 1998

City: Boston State: MA ZIP: 02109  
 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)  
09/164,506  
 Additional numbers attached?  Yes  No

B. Patent No.(s)  
 Additional numbers attached?  Yes  No  
 Total Number of applications and patents involved:

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

Name: Michelle B. Lando  
 Internal Address: Law Department  
 \_\_\_\_\_  
 Street Address: Cabot Corporation  
157 Concord Road  
 City: Billerica State MA ZIP 01821

Total fee (37 CFR 3.41): \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account  
 8. Deposit Account Number: 03-0060  
 Duplicate Copy of this page is attached.

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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.*

Michelle B. Lando      Michelle B. Lando      12/22/98  
 Name of Person Signing      Signature      Date  
 Total number of pages including cover sheet: 5

OMB No. 0651-0011

Do not detach this portion:

Mail documents to be recorded with required cover sheet information to:  
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 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

**ASSIGNMENT**

**WHEREAS**, we, R. Ulrich Boes of Goethestrasse 51, D-63263 Neu Isenburg, Germany, a citizen of the Federal Republic of Germany; Kevin Roderick of 3808 Lafayette NE, Albuquerque, New Mexico 87107, a citizen of the United States of America; and Douglas M. Smith of 215 Richmond SE, Albuquerque, New Mexico 87106, a citizen of the United States of America, having invented the subject matter described in the U. S. Patent Application entitled "**VACUUM INSULATION PANEL AND METHOD OF PREPARING THE SAME,**" the specification of which was filed on **September 30, 1998** as United States Patent Application Serial No. **09/164,506**; and

**WHEREAS**, Cabot Corporation, a corporation organized and existing under and by virtue of the laws of the State of Delaware, doing business at 75 State Street, Boston, Massachusetts 02109, is desirous of acquiring the entire right, title and interest in and to said application and the invention therein described and claimed and any Letters Patent that may be issued upon said application or for the improvements therein contained.

**NOW THEREFORE**, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States and other valuable considerations, in hand paid to us, the receipt and sufficiency whereof is hereby acknowledged, we, R. Ulrich Boes, Kevin Roderick and Douglas M. Smith, have sold, assigned and transferred and do hereby sell, assign and transfer unto Cabot Corporation, its successors and assigns, the entire right, title and interest in and to said application and the invention therein contained, including the right to apply for any Letters Patent in the United States of America and in any and all foreign countries on said invention, and any and all other applications for Letters Patent on said invention, in whatsoever countries, including all divisional, renewal, substitution, continuation, continuation-in-part, reissue, re-examination and Convention applications based upon said invention or upon said application, to the full end of the term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said invention, said application and said Letters Patent, the same to be held and enjoyed by Cabot Corporation, its successors and assigns, the same as it would have been held and enjoyed by us if this assignment and sale had not been made.

*Assignment - Page 1 of 4*

And we hereby authorize Cabot Corporation, to file patent applications in any or all countries on any or all of said invention in our name or in the name of Cabot Corporation, or otherwise as Cabot Corporation, may deem advisable, under any International Convention or otherwise.

And we hereby authorize the Commissioner of Patents of the United States and the empowered officials of all other governments to issue or transfer all said Letters Patent to Cabot Corporation, as assignee of the entire right, title and interest therein or otherwise as Cabot Corporation, may direct, in accordance with this instrument of assignment.

We hereby represent and warrant that there are no rights or interests inconsistent with the rights and interests granted herein and that we will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interest granted herein, and that we, R. Ulrich Boes, Kevin Roderick and Douglas M. Smith, bind ourselves and our heirs, executors, administrators and legal representatives, as the case may be, to execute and deliver to Cabot Corporation, its successors and assigns, any further documents or instruments and do any and all further acts that may reasonably be deemed necessary by Cabot Corporation to enable Cabot Corporation, its successors or assigns, to file applications for the invention in any country where it may elect to file such applications, and that may be necessary to vest in Cabot Corporation, its successors and assigns, the title herein conveyed or intended so to be, and to enable such title to be recorded in the United States and foreign countries where such application or applications may be filed.

And we further covenant and agree, in consideration of the premises, that we, our executors and administrators, will at any time, upon request, communicate to Cabot Corporation, its successors and assigns, any facts relating to the invention and the improvements contained therein and the history thereof, known to us or our executors and administrators, and that we will testify as to the same in any interference or other litigation when requested so to do by Cabot Corporation, its successors and assigns.



