

Serial No. 09/224,108

Filed 12/22/98

Bottorff Case 2-4

ASSIGNMENT

WHEREAS, I, Kyle J. Bottorff of:

Newark, in the County of New Castle and State of Delaware;

have invented certain new and useful improvements in **2-OXETANONE SIZING AGENTS MADE FROM LINOLEIC ACID AND THEIR USE IN PAPER** described in a patent application executed by me on the 17th day of December, 1998; and identified as **Bottorff Case 2-4** and of which improvements, in and for the United States, its territories, dependencies and possessions, and for all foreign countries, I am now the sole owner; and

WHEREAS, **HERCULES INCORPORATED**, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having its principal office and place of business in Wilmington, Delaware, is desirous of acquiring the entire right, title and interest, for the United States, its territories, dependencies and possessions, and for all foreign countries, in and to the said improvements, application, invention or inventions, and any Letters Patent that might be granted therefor or thereupon, the said **HERCULES INCORPORATED**, its successors and assigns, being hereinafter referred to as "HERCULES."

NOW, THEREFORE, be it known that for good and valuable consideration by us received from said **HERCULES**, the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to and unto **HERCULES**, my entire right, title and interest, for and in the United States, its territories, dependencies and possessions, and for and in all foreign countries, in and to:

- (1) Said invention or inventions, and, in, to and under the above-identified patent application, and
- (2) All improvements and modifications of said invention or inventions which I, solely or jointly have made or conceived, or shall make or conceive, while I am employed by **HERCULES**, and
- (3) All Letters Patent which may be granted by the United States of America, and countries foreign thereto, for or upon said application, invention or inventions, or said improvements or modifications, and in, to and under all reissues and extensions of said Letters Patent, and in, to and under all renewals, divisions, substitutes and continuations of the aforesaid application, and of any application filed in any country for any improvement or modification mentioned in clause (2) above;

and I hereby authorize and request the Commissioner of Patents to issue all Letters Patent of the United States of America on the said invention or inventions to HERCULES as assignee of the entire interest therein.

The inventions and the improvements and modifications mentioned in clauses (1), (2), and (3), above, are hereinafter referred collectively as "said inventions".

And, for the above-mentioned considerations, I do hereby covenant and agree:

First: That I will promptly and fully disclose to HERCULES all such improvements and modifications invented by me, and I will freely, fully and promptly communicate (in writing if requested) to HERCULES, or its nominee, all facts, information and evidence possessed or known by or available to me which concern "said inventions", and, at the request of HERCULES, that I will testify in interferences and other legal proceedings which may involve "said inventions".

Second: That I will render HERCULES, at its expense, all assistance which in its sole opinion is necessary to obtain and enforce patent protection in the United States, its territories, dependencies and possessions, and countries foreign thereto, for "said inventions". If I am not employed by HERCULES, a reasonable per diem charge shall be paid by HERCULES for time spent by me in such connection.

Third: That I will, at the request and at the expense of HERCULES, but without further compensation therefor, execute - (a) any and all original, divisional, continuation, substitute, renewal or other applications for Letters Patent of the United States, its territories, dependencies and possessions, and of foreign countries, for "said inventions", (b) any and all applications for the reissue or extension of any Letters Patent of the United States, its territories, dependencies and possessions, and of foreign countries that may be granted upon said application or for "said inventions", and (c) all assignments and other papers that HERCULES may deem necessary or expedient to secure the grant of each and all of said Letters Patent to HERCULES, or its nominee, and to protect and vest in HERCULES the entire right, title and interest, for the United States, its territories, dependencies and possessions, and for foreign countries, in and to "said inventions" and Letters Patent of the United States, its territories, dependencies and possessions, and for foreign countries.

IN TESTIMONY WHEREOF, I have hereunto set my hand respectively this
17th day of December, 1978.



Kyle J. Bottorff (L. S.)

STATE OF)
)
COUNTY OF) SS.

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Kyle J. Bottorff, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 17th day of December, 1998.

Janet M. Johnson
Notary Public

My commission expires _____

My Commission Expires Nov. 25, 2000

SEAL

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