

03-15-1999

FORM PTO-1595

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U.S. DEPARTMENT OF COMMERCE

1-3:-92

[Modified]



Patent and Trademark Office

100982797

To the Honorable Commissioner of Patents and Trademarks, Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Name: The Dow Chemical CompanyInternal Address: 3-10-99Street Address: 2030 Dow CenterCity: Midland State: MIZip: 48674Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

Name: OMG Americas, Inc.

Internal Address: _____

Street Address: 50 Public Square, Suite 3800City: Cleveland State: OHZip: 44113-2204Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: _____

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: _____

Patent Application No. 09/049,625 (Filed March 27, 1998)

Additional numbers attached? ☒ Yes ☐ No

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

Name: John J. Santalone

Internal Address: _____

Street Address: Kalow, Springut & Bressler
488 Madison Avenue 19th FloorCity: New York State: NY Zip: 100226. Total number of applications and patents: 157. Total fee (37 CFR 3.41):.....\$ 600☒ Enclosed☒ Deficiencies in fees are authorized to be charged to deposit account8. Deposit account number: 11-0171

(Attach duplicate copy of this page if paying by deposit account)

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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.

John J. Santalone
Name of Person Signing

Signature

Date

3/9/99Total number of pages including cover sheet, attachments and document: 8

CMB No. 0851-0011 (exp. 4/94)

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

03/12/1999 DNGUYEN 00000183 09049625

01 FC:501

600.00 0P

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

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pto-1559.cov

[12058.cov]

PATENT
REEL: 9798 FRAME: 0787

Patent No. 5,340,417 (Issued August 23, 1994)
Patent No. 5,194,234 (Issued March 16, 1993)
Patent No. 4,804,525 (Issued February 14, 1989)
Patent No. 5,190,737 (Issued March 23, 1993)
Patent No. 5,380,688 (Issued January 10, 1995)
Patent No. 5,372,797 (Issued December 13 1994)
Patent No. 5,567,662 (Issued October 22, 1996)
Patent No. 5,746,803 (Issued May 5, 1998)
Patent No. 5,756,410 (Issued May 26, 1998)
Patent Application No. 08/703,153 (Filed August 29, 1996)
Patent Application No. 07/795,135 (Filed November 21, 1990)
Patent Application No. 09/006,596 (Filed January 13, 1998)
Patent Application No. 60/003,631 (Filed September 12, 1995) (Provisional)
Patent Application No. 08/967,965 (Filed November 12, 1997)

ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned,

The Dow Chemical Company, a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at 2030 Dow Center, Midland, MI 48674 ("Assignor") does:

Hereby confirm and ratify a transfer of assets pursuant to an ASSET PURCHASE AGREEMENT dated March 31, 1998, to

OMG Americas, Inc., a corporation organized and existing under the laws of the state of Delaware, having a principal place of business at 50 Public Square, Suite 3800, Cleveland, OH, 44113-2204, (Assignee")

for the patents and patent applications set forth in Exhibit I, attached hereto;

Hereby sell, assign and transfer any right, title or interest held by Assignor to Assignee its successors, assigns and legal representatives, including all rights for all countries, in and to any and all inventions which are disclosed and claimed, and any and all inventions which are disclosed but not claimed, in the applications and patents listed in Exhibit I, and in and to said patents or

applications and all divisional, continuation, continuing, substitute, renewal, reissue and all other applications for patents or other related property rights in any and all countries which have been or shall be filed on any of said inventions disclosed in said patents or applications; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on said inventions;

Authorize and request the Patent Offices to issue to Assignee, its successors, assigns and legal representatives, in accordance with this assignment, any and all patents on said inventions or any of them disclosed in said applications or patents;

Agree that Assignee may apply for and receive patent or rights or rights of any other kind for said inventions, or any of them; and may claim, in applications for said patents or other rights, the priority of the patents and applications in Exhibit I under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the Assignor or the executors or administrators of the Assignor will, for all countries, execute all original, divisional, continuation, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to Assignee, its successors,

assigns and representatives, all facts known and documents available to the Assignor relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein

Assignment

The Dow Chemical Company to OMG Americas, Inc.

Page 4

conveyed has been made to others by Assignor, and that full right to convey the same as herein expressed is possessed by Assignor.


Assignee does:


Agree to and accept the assignment hereunder.

ASSIGNOR

The Dow Chemical Company

Date: February 26, 1999


By: 
Signature
General Patent Counsel
Title (print),
Duly authorized to sign
on behalf of Assignor


Witness: 
Signature
Ann Heritier
(Print name)
333 S. Mackinaw
LINWOOD, MI 48634
Address

ASSIGNEE

OMG Americas, Inc.

Date: MARCH 3, 1999

By: 
Signature
VICE PRESIDENT, GENERAL COUNSEL
Title (print),
Duly authorized to sign
on behalf of Assignee

Witness: 
Signature
KAREN SCHEPENS
(Print name)
35570 Chagrin Blvd.
Address
Chagrin Falls, O. 44022

ASSIGNED PATENT APPLICATIONS AND PATENTS

Dow No. 32,611

DE 0414803
FR 0414803
GB 0414803
JP 505784/89
US 4,804,525
EP 0414803
WO 90/09348
PCT US/89/00524

Dow No. 35,220A

US 5,194,234

Dow No. 36174A

BE 0453516
CA 2,045,526
DE 0453516 (69019339.4-08)
FR 0453516
GB 0453516
IT 0453516
JP 503249/90 (2841862)
NL 0453516
SE 0453516
US 5,340,417
PCT/US90/00276
PCT/US89/00114
BR 9007006
FI 9103353
NO 9102715
EPC 0453516

Dow No. 38086

US 5,190,737

Dow No. 39,713

EPC 0613449

Dow No. 39,383

BE 0713477
CA 2,166,319
CN 94192954
DE 0713477
ES 0713477
FR 0713477
GB 0713477
IT 0713477
JP 506395/95
NL 0713477
SE 0713477
US 5,380,688
EP 94918140.8
PCT US94/05963

Dow No. 39,713

BE 0613449
DE 0613449
FR 0613449
GB 0613449
IT 0613449
JP 509255/93
NL 0613449
PCT US/92/09056
US 07/795,135

Dow No. 39,713A

US 5,372,797

Dow No. 40,896

CA 2,181,818
DE 0745145(69500993.1)
ES 0745145
FR 0745145
GB 0745145
IT 0745145
JP 521336/95
NL 0745145
SE 0745145
US 5,567,662
EP 0745145
PCT US/95/01675

Dow No. 41,922

US 5,746,803
WO 97/09680
PCT US/97/09680
CA PCT/US97/09680
CN PCT/US97/09680
(97196184.0)
EP 9810133 (87928838.8)
JP 500834/98
KR 709900/98
MX 9810133

Dow No. 41,922A

US 09/006,596

Dow No. 42,332

US 60/003,631 (provisional)

ASSIGNED PATENT APPLICATIONS AND PATENTS

Dow No. 42,332A

CA (based on WO
96/14521)

CN 96196913(2231529)

EP 96929958.5

JP 512045/97

KR 98 701833

MX 98 1927

US 08/703,153

WO 96/14521

PCT US/96/14521

Dow No. 42,617

US 08/807,165

WO 98/03716

PCT US 98/03716

Dow No. 43,221A

US 08/967,965

WO 98/05639

PCT US 98/05639

Dow No. D-42843

Disclosure

(not yet filed)

Dow No. D-44,002

US 09/046,625
049,625

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