

RECORD

09-02-1999



To the Honorable Commissioner of Patents and Trademarks:

copy thereof.

1. Name of conveying party(ies):
Air Products and Chemicals, Inc.Additional name(s) of conveying party(ies) attached: ☐ Yes ☒ No

3. Nature of Conveyance:

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

Execution Date: 09/16/1996 and 09/23/1996

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)

B. Patent No.(s)

5,288,885; 5,248,800; 5,245,065; 5,473,090

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kenneth Solomon

Internal Address: 7733 Forsyth Boulevard, Suite 1400

Street Address: 7733 Forsyth Boulevard, Suite 1400

City: St. Louis State: MO ZIP: 63105

6.

Total number of applications and patents involved: 47. Total fee (37 CFR 3.41) \$ 160.00☒ Enclosed☒ Authorized to be charged to deposit account (if amount is insufficient)

8. Deposit account number:

18-1829

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

09/01/1999 DNGUYEN 00000264 5288885

01 FC:581

160.00 DP

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.

Kenneth Solomon

Name of person signing

Signature

Date

8/25/99

Total number of pages including cover sheet, attachments, and document: 8

I, Kate Jane Lees a Chartered Patent Attorney of Roystons, Tower Building, Water Street, Liverpool L3 1BA, England, hereby certify that this is a true and exact copy of the original document.

Date: 11.3.99

PATENT RIGHTS ASSIGNMENT AGREEMENT

This Agreement having an Effective Date as of the 30 day of September 1996 (the "Agreement") by and between EPICHEM, LTD., a British corporation (the "Buyer"), having as the address of its principal place of business, Power Road, Bromborough, Wirral, Merseyside L62 3QF, England, and AIR PRODUCTS AND CHEMICALS, INC., a Delaware corporation (the "Seller"), having as the address of its principal place of business 7201 Hamilton Boulevard, Allentown, Pennsylvania 18195-1501.

WITNESSETH:

WHEREAS, the Seller has decided to divest its interest in certain Patent Rights hereinafter set forth; and;

WHEREAS, the Buyer wishes to procure said Patent Rights upon the terms and conditions herein set forth;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 The term "Patent Rights" shall mean U.S. Patent Nos. 5,288,885; 5,248,800; 5,245,065 and 5,473,090 and their foreign equivalents as set forth in Exhibit A attached hereto.

ARTICLE 2 - SALE OF PATENT RIGHTS

2.01 In consideration of the mutual commitments of the parties, Seller hereby agrees to grant, bargain, sell, assign, transfer, convey and deliver to the Buyer, its successors and assigns all of the Seller's right, title and interest in and to the said Patent Rights.

2.02 Upon receipt of this Agreement by Seller fully executed by Buyer, Seller shall ship Buyer or its designated patent agent Seller's files on the Patent Rights.

2.03 From 1 September 1996 until Buyer has the appropriate information to make any patent fee payments itself, but no later than thirty (30) days after the execution date of this Agreement, Seller shall pay any outstanding patent fees due during that period in order to maintain the Patent Rights on Buyer's behalf and Seller shall rebill Buyer for such costs. Buyer shall pay such bill to Seller within thirty (30) days of the date of such bill from Seller.

2.04 Seller shall execute appropriate documents so that Buyer may perfect record title in the appropriate governmental offices for the Patent Rights, all at Buyer's expense. Seller shall inform its patent agents in all jurisdictions where the Patent Rights exist to transfer responsibility and necessary file copies to Buyer's designated agent.

ARTICLE 3 - WARRANTY

3.01 Seller assigns Buyer the Patent Rights on an "as is" basis without any warranties such as warranty against infringement of third party patents, except that Seller warrants that it has the right to make this assignment and can convey good title to the Patent Rights to Buyer.

ARTICLE 4 - GENERAL

4.01 This agreement shall be construed under the laws of the Commonwealth of Pennsylvania and the United States of America without reference to any choice of law provisions.

4.02 Notwithstanding any other provision of this Agreement, in no event shall one party hereto be liable to the other party for consequential, special or indirect damages under any theory of recovery, including but not limited to negligence, breach of contract or strict liability.

4.03 This Agreement sets forth the entire agreement and understandings between the parties as to the subject matter hereof. Neither of the parties shall be bound by any decisions, definitions, warranties or representations with respect to the subject matter hereof, other than as expressly provided herein, or as set forth hereafter in writing and signed by the party to be bound thereby.

4.04 No change, amendment, modification or waiver of any of the terms or conditions of this Agreement shall be effective unless agreed to in writing and signed by a duly authorized representative of each of the parties.

4.05 No waiver of any right or failure to exercise any remedy with respect to any matter or event covered by this Agreement shall be or be deemed to be a waiver of such right or remedy with respect to any other matter or any subsequent event, or to constitute a precedent for purposes of the interpretation of this Agreement or the rights and obligations of the parties hereunder.

4.06 Article headings used in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of any provisions of this Agreement.

4.07 Neither party shall be liable for failure to perform any of the duties or obligations of this Agreement during such time as it may be prevented from doing so by reason of force majeure.

ARTICLE 5 - NOTICE

5.01 If any notice or request with reference to this Agreement shall be made by registered, prepaid, air mail, cablegram, telex, or facsimile mail and directed by one party to the other at its respective following address. Such address may be altered from time to time by one party sending a written notice to the other. Notice is given as herein provided shall be deemed to have been given ten (10) days after the transmittal thereof, except when the actual receipt of the notice cannot be confirmed. Any notice by facsimile mail shall be deemed to have been given ten (10) days after the transmittal subject to being followed by registered air mail.

To the Buyer:
Epichem, Ltd.
Power Road
Bromborough
Wirral
Merseyside L62 3QF
England

Attention: Barry Lease

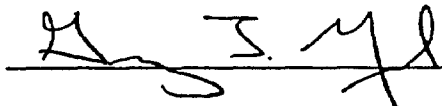
To the Seller:
Air Products and Chemicals, Inc.
7201 Hamilton Boulevard
Allentown, PA 18195-1501

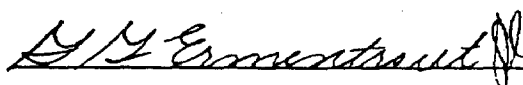
Attention: Technical Director
Electronics Division
cc: Assistant General Counsel - Patents (77-088-P)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the Effective Date hereof.

EPICHEM, LTD.

AIR PRODUCTS AND CHEMICALS, INC.

By: 
Title: VP-Sales / Marketing
Date: 16 / Sept / 96

By: 
Title: Vice President
Date: 23 Sep 96

PARTICULARS OF CORRESPONDING APPLICATIONS

ATTORNEY: GEOFFREY L. CHASE
 TITLE: PURIFICATION OF TRI-ALKYL COMPOUNDS OF GROUP 3A METALS
 INVENTOR(S): SMIT, CORNELIS JACOBUS
 VAN EIJDEN, GERBRAND JOZEF MAR
 PETERS, THEODORUS PAULUS JOHAN
 REUVERS, PIETER JOHANNES

OUR REF: 227-P-XX05217
 DATE: 02JUL1996

COUNTRY	APPLICATION NUMBER	APP. DATE	PATENT NUMBER	PAT. DATE	STATUS	STAT. DT.
U. S. A.	07/971875	05NO1992	5288885	22FEB1994	ISSUED	22FEB1994
TAIWAN	81108584	280C1992	644449	21AP1994	ISSUED	11DEC1993

EXHIBIT A

PARTICULARS OF CORRESPONDING APPLICATIONS

ATTORNEY: GEOFFREY L. CHASE
 TITLE: PROCESS FOR THE PREPARATION OF TRIALKYL GALLIUM COMPOUNDS
 INVENTOR(S): SMIT, CORNELIS JACOBUS
 VAN HUNNIK, ERRIS WILLEM JAN
 VAN EIJDEN, GERBRAND JOZEF MAR

OUR REF: 227-P-XX05218
 DATE: 02JUL1996

COUNTRY	APPLICATION NUMBER	APP. DATE	PATENT NUMBER	PAT. DATE	STATUS	STAT. DT.
U. S. A.	07/971874	05NOV1992	5248800	28SEP1993	ISSUED	29SEP1993

PARTICULARS OF CORRESPONDING APPLICATIONS

ATTORNEY: GEOFFREY L. CHASE
 TITLE: PROCESS FOR THE PREPARATION OF DI-ALKYL COMPOUNDS OF GROUP 2B METALS
 INVENTOR(S): SMIT, CORNELIS JACOBUS
 VAN MIER, GERARDUS PAULUS MARI
 DUJGHUISEN, HENRICUS PETRUS B

OUR REF: 227-P-XX05219
 DATE: 02JUL1996

COUNTRY	APPLICATION NUMBER	APP. DATE	PATENT NUMBER	PAT. DATE	STATUS	STAT. DT.
U. S. A.	07/971876	05NO1992	5245065	14SE1993	ISSUED	14SE1993
TAIWAN	81108600	28OC1992	66012	30AU1994	ISSUED	30AU1994

PARTICULARS OF CORRESPONDING APPLICATIONS

OUR REF: 227-P-XX05221

ATTORNEY: GEOFFREY L. CHASE

DATE: 02JUL1996

TITLE: PROCESS FOR THE PREPARATION OF TRIALKYL COMPOUNDS OF GROUP 3A METALS

INVENTOR(S): SMIT, CORNELIS JACOBUS

VAN DER LEE, AART JAN
VAN EIJDEN, GERBRAND JOZEF MAR

COUNTRY	APPLICATION NUMBER	APP. DATE	PATENT NUMBER	PAT. DATE	STATUS	STAT. DT.
U. S. A.	08/360845	27FEB1995	5473090	05DEC1995	ISSUED	05DEC1995
CANADA	2138282	01JUL1993			PENDING	01JUL1993
EUROPEAN PATENT	93915834.1	02JUL1993	648215		PENDING	27JUL1995
GREAT BRITAIN	PCT/EP93/01770	01JUL1993			PENDING	01JUL1993
GERMANY	PCT/EP93/01770	01JUL1993			PENDING	01JUL1993
JAPAN	06-502957	01JUL1993			PUBLISHED	20FEB1996

PATENT

REEL: 010197 FRAME: 0532