

12-01-1999



MRD 11/22/99

101211887

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

1. Name of conveying party(ies):

Hoechst Celanese Corporation

Additional name(s) of conveying party(ies)
attached? ☐ yes ☒ no

3. Nature of Conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Sale AgreementEffective Date: December 1, 1997

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

Name: Hoechst Aktiengesellschaft

Internal Address: _____

Street Address: Industrial Park Hoechst, Building K 801City: D-65926 Frankfurt am Main Country: GermanyAdditional name(s) & address(es) attached? ☐ yes ☒ no

4. Application number(s) or patent number(s):

If this document is being filed with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

08/895,060

B. Patent No.(s)

Additional numbers attached: ☐ yes ☒ no5. Name and address of party to whom
correspondence concerning document should be
mailed:Name: Mary E. Bak, Esquire
Howson and Howson

Internal Address: _____

Street Address: Spring House Corporate Center,
Box 457City: Spring House State: PA Zip: 194776. Total number of applications and
Patents involved:..... 17. Total fee (37 CFR 3.41).....\$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

08-3040

(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.

Cathy A. Kodroff

Name of Person Signing

Cathy A. Kodroff
SignatureNov 18, 1999

Date

Total number of pages, including cover sheet, attachments, and document: 8Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, DC 2023112/01/1999 VBRDMM 00000060 08895060
01 FC:581 40.00 DP

H. Buchs 040187 #6087

AGREEMENT

THIS AGREEMENT, effective December 1, 1997 is entered into between Hoechst Celanese Corporation, having a place of business at 86 Morris Avenue, Summit, New Jersey 07901, U.S.A. ("HCC") and Hoechst Aktiengesellschaft having a place of business at D-65926, Frankfurt am Main, Federal Republic of Germany ("HAG").

I. Background of Agreement

1.00 HCC represents that it has certain patent applications and patents relating to polybenzimidazole polymer (PBI), PBI membranes, and uses of PBI membranes in fuel cells, referred to collectively hereafter as "PBI FUEL CELLS."

1.01 HAG wishes to acquire HCC's ownership interest in such patent applications and patents and any know-how.

II. Definitions

As used herein, the following terms shall have the meanings set forth below:

2.00 PATENT or PATENTS means the pending and issued patents owned by HCC, including all divisions, continuations and reissues, associated with each of the patent docket numbers and corresponding patent application serial numbers and/or patent numbers as shown in EXHIBIT 1, which is attached hereto and made a part hereof.

2.01 KNOW-HOW means all HCC information and data of any kind, including technical, economic and business information and data, primarily pertaining to the PBI FUEL CELLS.

III. Assignment

3.00 HCC represents that it is the owner of the entire right, title and interest in the PATENTS and agrees to assign to HAG its entire right, title and interest in such PATENTS.

3.01 HCC represents that it is the owner of the KNOW-HOW and will assign to HAG its entire right, title and interest in such KNOW-HOW.

3.02 For this purpose, HCC will transfer all patent docket files and related patent files, technical documents and other economic and business information to HAG within sixty (60) days of signing this Agreement.

IV. Consideration

4.00 In exchange for the assignments described in Article III, above, HAG shall pay to HCC One Hundred Thirty Thousand U.S. Dollars (U.S. \$130,000.00). HAG shall assume all costs associated with the continued prosecution and maintenance of the PATENTS. HAG's maintenance and prosecution are discretionary. If requested, HCC will assist HAG in procuring the services of a U.S. agent who will prosecute the PATENT applications on behalf of HAG.

V. Representations and Disclaimer of Warranties

5.00 NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY HCC OF THE VALIDITY OF ANY OF THE PATENTS. HCC SHALL HAVE NO LIABILITY WHATSOEVER TO HAG OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY INJURY, LOSS, OR

DAMAGE, OF ANY KIND OR NATURE, SUSTAINED BY, OR ANY DAMAGE ASSESSED OR ASSERTED AGAINST, OR ANY OTHER LIABILITY INCURRED BY OR IMPOSED UPON HAG OR ANY OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM (a) THE PRODUCTION, USE OR SALE OF ANY APPARATUS OR PRODUCT, OR THE PRACTICE OF THE PATENTS; OR (b) ANY ADVERTISING OR OTHER PROMOTIONAL ACTIVITIES WITH RESPECT TO ANY OF THE FOREGOING, AND HAG SHALL HOLD HCC, AND ITS OFFICERS, AGENTS OR EMPLOYEES HARMLESS IN THE EVENT HCC, OR ITS OFFICERS, AGENTS OR EMPLOYEES IS HELD LIABLE.

VI. Cooperation

6.00 Each party shall execute any instruments reasonably believed by the other party to be necessary to implement the provisions of this Agreement.

VII. Miscellaneous

7.00 This Agreement constitutes the entire understanding between the parties as it relates to PATENTS and KNOW-HOW, and its terms may not be changed or modified except by a writing signed by both parties.

7.01 The parties agree that if any part, term or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

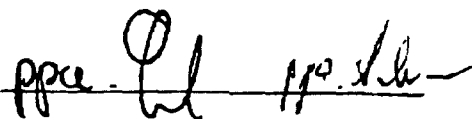
7.02 This Agreement shall be construed in accordance with the substantive laws of the State of New Jersey of the United States of America.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be executed by their duly authorized officers.

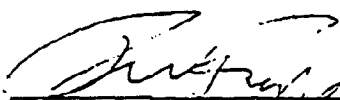
Hoechst Aktiengesellschaft

Hoechst Celanese Corporation

By:



By:


Raymond W. Rupp
Business Development Director



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EXHIBIT 1

Unless otherwise indicated,
patent numbers are given.

Docket No.	Country	Application/Patent No.
1004	EPO	Lapsed
	USA	4,463,167
	USA (division)	Lapsed
1062	USA	Lapsed
	USA (continuation-in-part)	4,734,466
1101	USA	4,693,824
1103	USA	4,693,825
1106	USA	4,666,996
1124	USA	4,973,630
1124G (combined 1124 & 1125)	Canada	1,311,870
	EPO	Lapsed
	Japan	Abandoned
1125	USA	4,973,629
1159	USA	Lapsed
	USA (1 st division)	4,868,008
	USA (2 nd division)	5,017,420
1199	USA	4,963,628
1203	USA	Lapsed
	USA (division)	5,017,681
1204	USA	Abandoned
	USA (continuation-in-part)	4,898,917
1230	EPO (Belgium, France, Germany, G. Britain, Holland)	0510818
	Japan	119486/92 (application)
	USA	5,290,884
1281	Canada	Abandoned
	EPO	Abandoned
	Japan	Abandoned
	USA	4,933,397
1316	PCT	Abandoned
	USA	5,137,985
1331	USA	4,997,892
	PCT	Abandoned
1362	USA	5,089,304
1378	USA	5,091,087
1420	PCT	Abandoned
	USA	5,229,448
1454	USA	5,208,298

EXHIBIT 1 (continued)

Unless otherwise indicated,
patent numbers are given.

Docket No.	Country	Application/Patent No.
1455	USA	5,264,542
1463	USA	5,277,981
1520	Japan	296585/95 (application)
	USA	Abandoned
	USA (continuation-in-part)	5,599,639
1570	PCT (USA, Australia, Brazil, Canada, China, EP Region, Japan, Korea & Mexico)	PCT/US97/17790 (application)
	Taiwan	86114314 (application)
1591	PCT(Australia, Brazil, Canada, China, EP Region, Japan, Korea & Mexico)	PCT/US98/10464 (application)
	Taiwan	8711009 (application)
	USA	08/895,059 (application)
1592	PCT (Australia, Brazil, Canada, China, EP Region, Japan, Korea & Mexico)	PCT/US98/10463 (application)
	Taiwan	87109886 (application)
	USA	08/895,060 (application)
5956	USA	Abandoned
	USA (continuation)	4,634,530
5984	USA	4,321,182