

MRD

6-19-00

07-14-2000



Docket No.: 22665-100

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings → → → ▼ ▼

101404177

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

1. Name of conveying party(ies):

Lilly Industries (USA), Inc.

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: June 14, 2000 and June 15, 2000

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

Name: Lilly Technologies, Inc.

Internal Address:

Street Address: 900 Market Street, Suite 200

City: Wilmington State: DE ZIP: 19801

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration numbers(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)

4,707,405
5,252,402
5,156,917
5,075,134

Additional numbers attached? ☐ Yes ☒ No

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

Name: Steven R. Lammert

Internal Address: Barnes & Thornburg

Street Address: 11 South Meridian Street

City: Indianapolis State: IN ZIP: 46204

6. Total number of applications and patents involved:

4

7. Total fee (37 CFR 3.41): \$ 160.00

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

10-0435

07/14/2000 NTHAI1 00000008 4707405

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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.

Steven R. Lammert

Name of Person Signing

Signature

Date

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

4

PATENT AND TECHNOLOGY ASSIGNMENT

Lilly Industries (USA), Inc.
to
Lilly Technologies, Inc.

THIS ASSIGNMENT, effective as of the 22 day of June, 1998, is made and entered into by and between Lilly Industries (USA), Inc., 733 South West Street, Indianapolis, Indiana 46225 (an Indiana Corporation) (hereinafter "LILLY USA") and Lilly Technologies, Inc., 900 Market Street, Suite 200, Wilmington, Delaware 19801 (a Delaware Corporation) (hereinafter "LILLY TECHNOLOGIES").

WHEREAS, LILLY USA is the owner of the entire right, title and interest in certain patents, applications for patents, technology, product formula, and other intellectual property listed in Schedule F (hereinafter the "Lilly USA-Owned Patents").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LILLY USA does hereby assign, sell and set over to LILLY TECHNOLOGIES, all rights, title and interest in, to, and under the Lilly USA-Owned Patents, including all priority rights for other countries arising therefrom, all inventions set forth and described therein and any patents issuing thereon or any continuation, division, and reissue applications thereof, any reexamination of any such application including an undivided interest in any applications and patents in said inventions in Canada, Mexico, and other foreign countries throughout the world (the "Capital Contribution").

LILLY USA hereby covenants and agrees to and with LILLY TECHNOLOGIES, and its successors and assigns, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to LILLY TECHNOLOGIES, and its successors or assigns, all such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as may reasonably be requested by LILLY TECHNOLOGIES in order to facilitate and evidence the conveyance, transfer, assignment and delivery, or to aid and assist in collecting or reducing to possession, any or all of LILLY USA's assets included within the Capital Contribution.

LILLY TECHNOLOGIES hereby covenants and agrees to and with LILLY USA, and its successors and assigns, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to LILLY USA, and its successors or assigns, all such further acts, deeds, assumptions, powers of attorney and assurances as may reasonably be requested by LILLY USA in order to facilitate the assumption by LILLY TECHNOLOGIES of the liabilities of LILLY USA included within the Capital Contribution.

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of LILLY USA and LILLY TECHNOLOGIES.

IN WITNESS WHEREOF, LILLY USA and LILLY TECHNOLOGIES have caused this Assignment to be duly executed as of June 14, 2000.

LILLY INDUSTRIES (USA), INC.

LILLY TECHNOLOGIES, INC.

By: Kenneth L. Mills

By: Victoria L. Garrett

Name: Kenneth L. Mills

Name: Victoria L. Garrett

Title: Vice President, Chief Financial Officer
and Secretary

Title: Secretary and Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Kenneth L. Mills as agent of Lilly Industries (USA), Inc. and acknowledged the execution of the foregoing assignment for and on behalf of said corporation.

Witness my hand and Notarial Seal this 14 day of June, 2000.

Loretta L. Allemenos

Loretta L. Allemenos, Notary Public
residing in Hamilton County,
in the state of Indiana

My Commission Expires:

10/01/00

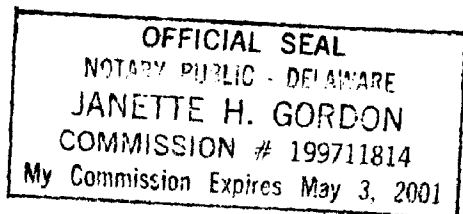
STATE OF Delaware)

COUNTY OF New Castle)

) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Victoria L. Garrett as agent of Lilly Technologies, Inc. and acknowledged the execution of the foregoing assignment for and on behalf of said corporation.

Witness my hand and Notarial Seal this 15 day of June, 2000.



My Commission Expires:

5/3/2001

Janette H. Gordon, Notary Public
residing in New Castle County,
in the state of Delaware

SCHEDULE F

Patent No.	Issue Date	Serial No.	Filing Date	Title	Our Ref.
4,707,405	11/17/1987	06/815,615	01/02/1985	CYANAMIDE SALTS OF NON-LEAD METALS AS CORROSION INHIBITIVE PIGMENTS IN MIRROR BACK COATINGS	26450
5,252,402	10/12/1993	07/907,729	07/02/1992	MIRRORBACK COATING	65373
5,156,917	10/20/1992	07/770,228	10/02/1991	MIRRORBACK COATING	65374
5,075,134	12/24/1991	07/463,424	01/11/1990	MIRRORBACK COATING	65375

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