12-07-2000



Docket: J131-018 US

## 101543151

To: The Honorable Commissioner of Patents and Trademarks:

Please record the attached original document(s) or copy thereof

1. Name(s) of conveying party(ies):

BP CHEMICALS LIMITED and THE BRITISH PETROLEUM COMPANY pl

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

GKN WESTLAND AEROSPACE (AVONMOUTH) LIMITED Ipsley House, Ipsley Church Lane Redditch, Worcestershire, England

- 3. Nature of conveyance: Assignment Execution Date: <u>May 30, 1997</u>
- 4. Application and/or Patent No(s).:
  - (a) Patent Appln. Serial No(s).:

### Letters Patent No(s) .:

U.S. Patent No. 5,126.091 U.S. Patent No. 5,141,690

- (b) This document is being filed together with a new application which was executed on:\_\_\_\_\_\_
- 5. Name and address of party to whom correspondence concerning document should be mailed:

#### NOTARO & MICHALOS P.C.

100 Dutch Hill Road, Suite 110 Orangeburg, New York 10962-2100

(845) 359-7700 Customer No.: 021706

- 6. Total number of applications and/or patents involved: 2
- 7. Total Fee (37 C.F.R. 3.41/\$40. ea.): \$80.00 is enclosed.
- 8. The Commissioner is authorized to charge any underpayment and/or credit any overpayment to Deposit Account No.: 14-1431
- 9. 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.

Peter C. Michados

Reg. 179. 28,843

Signature

11/9/00

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENT: 7

THIS ASSIGNMENT is made 30H May 1997

### BETWEEN

- (1) EP CHEMICALS LIMITED, a company incorporated under the laws of England and Wales having Registered Number 194971; and The British Petroleum Company plc a Company incorporated under the laws of England and Wales, each of whose registered office is at Britannic House, 1 Finsbury Circus, London, EC2M 7BA (together "the Assignors") and
- (2) CKN WESTIAND AEROSPACE (AVONMOUTH) LIMITED (formerly called Rumney Building Company Limited), a company incorporated under the laws of England having Registered Number 342958 and whose registered office is at Ipsley House, Ipsley Church Lane, Redditch, Worcestershire, England ("the Assignee").

### WHEREAS

- (A) The Assignors are the registered proprietor of the patents short particulars whereof are set out opposite their names in Schedule 1 hereto in respect of goods in the Classes of goods and in the countries therein mentioned (hereinafter referred to as the "Patents").
- (B) The Assignors have made application for registration of the patents short particulars of which are set out in the Schedule 2 hereto in respect of goods in the Classes of goods and in the countries therein mentioned (hereinafter referred to as the "Applications").
- (C) The Assignors have agreed with the Assignee for the sale to the Assignee of the Patents for the consideration hereinafter mentioned.

- In consideration of the sum of £1.00 paid by the Assignee to each of the Assignors (the receipt whereof is hereby acknowledged) the Assignors as legal and beneficial owners and with full title guarantee to the Patents set against their name in the Schedule, hereby assigns unto the Assignee:
  - all the property, right, title and interest in the Patents including all common law rights concerned therewith (including the right to bring proceedings for infringement prior to the date hereof) TOGETHER with such of the goodwill in the business in those goods in relation to which the Patents have been used as is attributable to those Patents AND TOGETHER with the right of the Assignee to market the said goods in substantially the same distinctive get-up as the Assignor has hitherto done.
  - the benefit of the Applications the right, title and interest therein and all the rights, powers, liberties and immunities arising or accrued therefrom free from all encumbrances to the intent that upon such Applications or any of them being in order for registration this Assignment shall operate to vest the patents granted pursuant thereto (or such of them as shall be accepted for registration) in the Assignee together with such of the goodwill of the business relating to the goods in respect of which the Patents so applied for shall have been used as is attributable to those Patents and in respect of which any such Application shall lead to a registration.

TO HOLD the same unto the Assignee absolutely.

2. At the request of the Assignee the Assignors shall execute all document papers forms and authorisations and depose to or swear all declarations or oaths which may be necessary for vesting absolutely all right, title and interest to the Patents and the benefit of the Applications in favour of the Assignee and for conferring on the Assignee and for conferring on the Assignee rights of actions in relation to any passing off by third parties at the date hereof.

3. This Assignment shall be governed by and construed in accordance with English law.

IN WITNESS WHEREOF the parties hereto have caused this Assignment to be executed the day and year first above written.

Schedule 1

# The Patents

Registered Owner	Registered No.	Expiry Date	Country
The British Petroleum Company plc	GB2053311	1999	USA
The British Petroleum Company plc	GB2050301	2001	USA
The British Petroleum Company ple	EP0147042	2005	Europe
The British Petroleum Company plc	EP0314353	2008	UK
The British Petroleum Company plc	EP1312434	2010	Canada
The British Petroleum Company plc	EP5126091	2009	USA
BP Chemicals Limited	EP5141690	2009	USA
BP Chemicals Limited	EP0384653	2010	Europe

# Schedule 2 The Applications

Mark

Country Appln No. Class

None

Executed as a Deed by  BP CHEMICALS LIMITED  acting by	) )	Attorney
Executed as a Deed by THE BRITISH PETROLEUM COMPANY PLC acting by	) )	Director
		Secretary/Director
Executed as a Deed by <b>GKN WESTLAND AEROSPACE</b>	)	
(AVONMOUTH) LIMITED	)	
acting by	)	Director
		Secretary/Director

**RECORDED: 11/13/2000**