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CHAPTER II

12.1.00

IN THE UNITED STATES ELECTED OFFICE (EO/US)

PCT/US99/13015 10 June 1999 (10.06.99) 12 June 1998 (12.06.98)

INTERNATIONAL APPLICATION NO. INTERNATIONAL FILING DATE PRIORITY DATE CLAIMED

PRODUCTION OF HIGH PURITY META-XYLENE

TITLE

RUTTEN, Philippe W.M.; LAW, James S.; HUBBELL, Douglas S.
APPLICANT(S)

Box PCT

Assistant Commissioner for Patents

Washington, D.C. 20231

ATTENTION: EO/US

**COVER SHEET FOR ASSIGNMENT
IN THE UNITED STATES ELECTED OFFICE (EO/US)
FOR INTERNATIONAL APPLICATION ENTERING NATIONAL STAGE
IN U.S. DESIGNATED OFFICE (DO/US) UNDER 35 U.S.C. 371**

IDENTIFICATION OF APPLICATION

(37 CFR 3.21 and 37 CFR 3.31(a)(4))

09/701792

1. The patent application filed herewith, and to which the attached assignment (document) refers, is identified as follows:

- a. Date of execution: October 26, 2000 and November 9, 2000
- b. Name of each inventor:
 - 1: Philippe W.M. Rutten
 - 2: James S. Law
 - 3: Douglas S. Hubbell
- c. Title of invention: Production of High Purity Meta-Xylene

CERTIFICATION UNDER 37 C.F.R. 1.10*

(Express Mail label number is mandatory.)

(Express Mail certification is optional.)

I hereby certify that this "Cover Sheet for Assignment (Document) Accompanying International Application Entering National Phase", along with any document referred to, is being deposited with the United States Postal Service on this date December 1, 2000, in an envelope as "Express Mail Post Office to Addressee" Mailing Label Number EF155153437US, addressed to the: Assistant Commissioner for Patents, Washington, D.C. 20231.

Leslie R. Silverstein

(type or print name of person mailing paper)

Signature of person mailing paper

WARNING: Certificate of mailing (first class) or facsimile transmission procedures of 37 C.F.R. 1.8 cannot be used to obtain a date of mailing or transmission for this correspondence.

***WARNING:** Each paper or fee filed by "Express Mail" must have the number of the "Express Mail" mailing label placed thereon prior to mailing. 37 C.F.R. 1.10(b).

"Since the filing of correspondence under § 1.10 without the Express Mail mailing label thereon is an oversight that can be avoided by the exercise of reasonable care, requests for waiver of this requirement will not be granted on petition." Notice of Oct. 24, 1996, 60 Fed. Reg. 56,439, at 56,442.

(Cover Sheet for Assignment in the United States Elected Office (EO/US) for International Application Entering National Stage under 35 USC 371 [13-21]—page 1 of 4)

NOTE: See 37 CFR 3.21.

NAME OF PARTY(IES) CONVEYING INTEREST
(37 CFR 3.31(a)(1))

2. The party(ies) conveying this interest is (are):

Name 1: Philippe W.M. Rutten
Name 2: James S. Law
Name 3: Douglas S. Hubbell

NAME AND ADDRESS OF PARTY(IES) RECEIVING INTEREST
(37 CFR 3.31(a)(2))

3. The rights are being conveyed to:

Name: Washington Group International, Inc.
Address: 720 Park Boulevard
Boise, Idaho 83712
U.S.A.
Telephone No.: ()

DESCRIPTION OF INTEREST CONVEYED OR TRANSACTION RECORDED
(37 CFR 3.31(a)(3))

4. The accompanying document intends to accomplish:

- ☒ an assignment.
- ☐ a security agreement.
- ☐ a license.
- ☐ a merger.
- ☐ a change of name.
- ☐ a change of address.
- ☐ other.

(Cover Sheet for Assignment in the United States Elected Office (EO/US) for International Application
Entering National Stage under 35 USC 371 [13-21]—page 2 of 4)

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**NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE
SHOULD BE MAILED (37 CFR 3.31(a)(5))**

5. Please address correspondence to:

Name: David Silverstein
Address: Andover-IP-Law
44 Park Street, Suite 300
Andover, MA 01810
Telephone No.: (978) 470-0990

DATE ASSIGNMENT (DOCUMENT) EXECUTED (37 CFR 3.31(a)(7))

6. The attached assignment (document) was executed on October 26, 2000 and November 9 2000
Date

LANGUAGE OF ASSIGNMENT (DOCUMENT) TO BE RECORDED

NOTE: The Office will accept and record non-English language documents only if accompanied by a verified English translation signed by the individual making the translation. 37 CFR 3.26.

The attached document:

- ☒ is in the English language.
☐ is not in the English language. A verified English translation signed by the individual making the translation is attached.

ORIGINAL DOCUMENT OR TRUE COPY SUBMITTED

NOTE: "Either the original document or a true copy of the original document may be submitted for recording. Only one side of each page shall be used. The paper used should be flexible, strong, white, non-shiny, durable, and preferably no larger than 21.6 x 33.1 cm. (8 1/2 x 14 inches) with a 2.5 cm. (one inch) margin on all sides." 37 CFR 3.24.

7. Submitted herewith is:

- ☒ the original document.
☐ a true copy of the original document.

NOTE: "If the original [assignment] document is two-sided or the wrong size, the practitioner can comply with the requirement [set out in 37 C.F.R. § 3.24] by providing a true copy of the original document using only one side of each page on the correct size paper." Notice of June 24, 1992, 1140 O.G. 63-76, at 67.

**NUMBER OF APPLICATIONS IDENTIFIED IN THIS COVER SHEET
AND THE FEE (37 CFR 3.31(a)(6))**

8. A. This cover sheet identifies only one application:

B. The fee for recordal (37 CFR 1.21(h)) is \$40.00.

- ☒ Attached is a check for \$40.00.
☒ Please charge Account 50-1139 ~~\$40.00~~ for any fee deficiency.
A duplicate of this cover sheet is attached.

(Cover Sheet for Assignment in the United States Elected Office (EO/US) for International Application
Entering National Stage under 35 USC 371 [13-21]—page 3 of 4)

STATEMENT (37 CFR 3.31(a)(9)) AND SIGNATURE (37 CFR 3.31(a)(10))

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.

NOTE: "The term 'party' as used in this rule [§ 3.31] means the person whose name appears on the documents to be recorded, that person's attorney or registered agent, or a corporate officer where a corporation's name appears on the document." Notice of June 24, 1992, 1140 O.G. 63-76, at 65.

Date: Dec. 1, 2000

David Silverstein

Name of party submitting document



Signature of party submitting document

(complete the following, if the party submitting the document is applicant's attorney)



SIGNATURE OF PRACTITIONER

Reg. No.: 26,336

David Silverstein

(type or print name of practitioner)

Tel. No. (978) 470-0990

Andover-IP-Law

Customer No.:

P.O. Address

44 Park Street, Suite 300
Andover, MA 01810

TOTAL NUMBER OF PAGES BEING SUBMITTED

10. The total number of pages being submitted, including cover sheet attachment(s), and documents are:

8

Total number of pages submitted

(Cover Sheet for Assignment In the United States Elected Office (EO/US) for International Application
Entering National Stage under 35 USC 371 [13-21]—page 4 of 4)

ASSIGNMENT OF PATENT RIGHTS

We, , Philippe W.M. Rutten of Ambonstraat 27, 2612 BL Delft, The Netherlands; James S. Law of Dr. Perquinstraat 24, 2265 BJ Leidschendam, The Netherlands; and Douglas S. Hubbell of 5 Hollow Oak Drive, Sudbury, Massachusetts, U.S.A., having invented improvements in **Production of High Purity Meta-Xylene**, and having filed an application for United States patent describing the same and based thereon, as Serial No. 09/_____, Filed _____, for good and valuable consideration, receipt of which is hereby acknowledged from **Washington Group International, Inc.**, an Ohio Corporation having a principal place of business in **Boise, Idaho USA** and hereinafter called the Assignee (which term shall include the successors and assigns), do hereby sell, assign and transfer unto the Assignee, our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and all inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application;


And for the same consideration We do also hereby sell, assign, and transfer unto the Assignee, all our rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, and all other treaties of like purpose in respect of said inventions and said application, and We do hereby authorize the Assignee to apply in our name or their own name (in a manner to be agreed upon by the Assignee) or their designee for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention, Treaty or any such other Convention or Treaty;

And for the same consideration, We do hereby agree for ourselves and for our respective heirs, executors, and administrators, promptly upon request of the Assignee to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee, fully to secure to it said right, title, and interest as aforesaid in and to said inventions, applications, and said several patents and like rights of exclusion (including extensions thereof) or any of them, all, however, at the expense of the Assignee, its successors, or assigns;

And We do hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and the corresponding Official of each country foreign thereto to issue to the Assignee, any and all patents and like rights of exclusion which may be granted in any country upon said application on or for said inventions;


And We do hereby covenant for ourselves and our respective legal representatives and agree with the Assignee, that We have granted no right or license to make, use, or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title, and interest in and to said inventions has not been otherwise encumbered by us, and that We have not executed and will not execute any instruments in conflict herewith.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 9th day
of November, 2000.


Philippe W.M. Rutten

State of The Netherlands)
County of Delft) ss.

Before me this 9th day of November, 2000, personally appeared **Philippe W.M. Rutten**, who is to me personally known, and acknowledged the foregoing instrument to be his free act and deed.


(Seal)
~~Notary Public~~
F.J.M.I. van Rijckevorsel van Kessel,
civil law notary at The Hague, The
Netherlands



IN WITNESS WHEREOF, I hereunto set my hand and seal this 9th day
of November, 2000.

James S. Law
James S. Law

State of The Netherlands)
County of Leidschendam) ss.

Before me this 9th day of November, 2000, personally appeared **James S. Law**, who is to me personally known, and acknowledged the foregoing instrument to be his free act and deed.

(Seal)

~~Notary Public~~

F.J.M.I. van Rijckevorsel van Kessel,
civil law notary at The Hague, The
Netherlands



IN WITNESS WHEREOF, I hereunto set my hand and seal this ✓ 26th day
of ✓ October, 2000.

✓ Douglas S. Hubbell
Douglas S. Hubbell

Commonwealth of Massachusetts)
County of ✓ Middlesex) ss.

Before me this ✓ 26th day of ✓ October, 2000, personally appeared **Douglas S. Hubbell**, who is to me personally known, and acknowledged the foregoing instrument to be his free act and deed.

✓ Catherine A. McCallery (Seal)
Notary Public
My Commission Expires: Sept. 16, 2005