

05-02-2001

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) of copy(ies).

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- ☒ New
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Document ID#
- ☐ Correction of PTO Error
Reel # Frame #
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Conveyance Type

- ☒ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☐ Other
- U.S. Government
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☐ Departmental File ☐ Secret File

Conveying Party(ies)

- ☐ Mark if additional names of conveying parties attached
- Name (line 1) Lanxide Technology Company, LP
- Execution Date
Month Day Year
 April 27, 2001

Name (line 2)

Second Party
Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

- ☐ Mark if additional names of receiving parties attached

Name (line 1) KiON Corporation

Name (line 2) a corporation of the State of Delaware

Address (line 1) 1475 Delashmut Avenue

Address (line 2)

Address (line 3) Columbus Ohio, USA 43212

City State/Country Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Mark G. Mortenson

Address (line 1)

Address (line 2) Post Office Box 310

Address (line 3)

Address (line 4) North East, MD 21901-0310 USA

05/02/2001 DBYRNE 00000144 5445887

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Correspondent Name and Address

Area Code and Telephone Number

410-287-8795

Name Mark G. Mortenson

Address (line 1)

Address (line 2) Post Office Box 310

Address (line 3)

Address (line 4) North East, MD 21901-0310 USA

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

2

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5,445,887		

If this document is being filed together with a new Patent Application, enter the date the patent application was

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties

Enter the total number of properties involved.

One

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

40.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☐

No

☒

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. Charges to deposit account are authorized, as indicated herein.

Mark G. Mortenson, Reg. No. 31,182

Name of Person Signing


Signature

April 30, 2001

Date

ASSIGNMENT

WHEREAS, Lanxide Technology Company, LP (below referred to as ASSIGNOR), having an address of 1300 Marrows Road, Newark, Delaware 19711, is the assignee of the entire interest in the invention for which application for Letters Patent of the United States was filed on November 3, 1993, in the United States Patent and Trademark Office as Application Serial No. 08/147,103, and issued as U. S. Patent No. 5,445,887, on August 29, 1995, in the name of Thomas E. Casti and entitled "Diamond Coated Microcomposite Sintered Body", the assignment of which was recorded in the U. S. Patent and Trademark Office on December 12, 1994, at Reel 7236, Frames 486-487; and

WHEREAS, KiON Corporation (below referred to as "ASSIGNEE"), a corporation duly organized and existing under the laws of the State of Delaware, United States of America and having its principal office and place of business at 1475 Delashmut Avenue, Columbus, Ohio 43212, is desirous of obtaining the entire right, title and interest in and to the aforesaid invention, and patent application and corresponding patent rights worldwide;

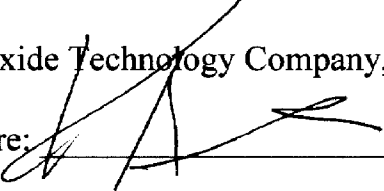
NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR, by these presents does sell, assign and transfer to ASSIGNEE, the entire interest in and to the aforesaid invention, the aforesaid U. S. application and all corresponding foreign patent applications, and all Letters Patent(s) or comparable rights issuing thereon in the United States and in all foreign countries, excluding Japan, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and the ASSIGNOR hereby authorizes and requests the U. S. Commissioner of Patents and Trademarks and all foreign Patent Offices to issue all Letters Patent(s) or comparable rights issuing on any application as aforesaid to ASSIGNEE, or to its successors, assigns or legal representatives;

ASSIGNOR agrees to communicate to ASSIGNEE or to its successors, assigns or legal representatives any and all facts known to ASSIGNOR respecting said invention, and with appropriate remuneration to provide testimony in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and reexamination applications, make all rightful oaths and generally do all lawful acts to aid ASSIGNEE or its successors, assigns or legal representatives to obtain and enforce proper patent protection for said invention in all countries and to enhance or perfect ASSIGNEE's title in and to the invention and patent rights therein.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment, except for those licenses referred to in a License Agreement dated February 28, 2001, among Assignor, Assignee and Advanced Materials Lanxide, L.L.C. having an address of 1300 Marrows Road, Newark, Delaware, 19711.

This Assignment is executed on the date indicated below and is in furtherance of, and not in derogation of, any and all prior assignments of all or part of the invention and patent rights hereby transferred.

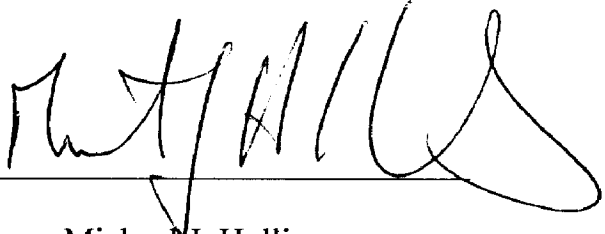
For Lanxide Technology Company, LP

Signature: 

Printed Name: Kenneth A. Gabriel

Title: Officer, Intellectual Property

Date: April 27, 2001

Signature: 

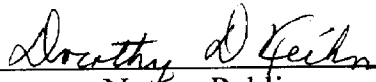
Printed Name: Michael J. Hollins

Title: Officer, Intellectual Property

Date: April 27, 2001

State of Delaware)
) ss:
County of New Castle)

On this 27th day of April, 2001, before me, a Notary Public in and for the State and County aforesaid, personally appeared Kenneth A. Gabriel and Michael J. Hollins, to me known and known to me to be the persons by that name, who executed the foregoing instrument in my presence.


Notary Public