OMB No. 0651-0011 (exp. 4/94)

(Rev. 6-93)

U.S. DEPARTMENT OF COMMERCE

08-03-2001

? SHEET

Patent and Trademark Office



To the Honorable Commissioner c	101798919 .tached original documents or copy thereof.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
LEHIGH UNIVERSITY	Name: Georgia-Pacific Resins, Inc.
Additional name(s) of conveying party(ies) attached?  Yes	Internal Address: GA030-43
3. Nature of conveyance:	Street Address 133 Peachtree Street, N.E.
Assignment Merger	City: Atlanta State: Georgia ZIP: 30303
Security Agreement Change of Na	<u> </u>
License Other	Additional name(s) & address(es) attached? Yes No
Execution Date: August 16, 1996	
4. Application number(s) or patent number(s): U.S. and 6,084,135.	Patent Nos. 6,147,263, 6,037,290, 6,245,708, 5,907,066, 5,969,191, 6,028,228,
If this document is being filed together with a new a	application, the execution date of the application is:
A. Patent application No.(s)	B. Patent No.(s)
Additio	onal numbers attached? Tyes No
Name and address of party to whom correspondence concerning document should be mailed:	
Name: Joan P. Harris Internal Address: GA030-43	7. Total fee 937 (CFR 3.41) <b>\$280.00</b>
Street Address: 133 Peachtree Street, N.E.	■ Enclosed
City: Atlanta State: Georgia ZIP: 30303	Authorized to be charged to deposit account
03/2001 DBYRNE 00000068 6147263	8. Deposit account number:
FC:581 280.00 OP /	(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 foregoi original document.	ing information is true and correct and any attached copy is a true copy of the
Joan P. Harris  Name of Person Signing	Signature 7-25-01 Date
Total number of pa	ages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, 1213 Jefferson Davis Highway, 3<sup>rd</sup> Floor, Arlington, VA 22202

REEL: 012025 FRAME: 0119

## Confidential

# Georgia-Pacific Resins, Inc.



Research Agreement
Between
Georgia-Pacific Resins, Inc.
And
Lehigh University
Dated August 16, 1996

ROBERT A. CURRIE Senior Counsel Law Department 404-652-4864

PATENT REEL: 012025 FRAME: 0120

#### RESEARCH AGREEMENT

#### **Background and Recitals**

The research program contemplated by this Agreement is of mutual interest and benefit to University and to Sponsor, will further the instructional and research objectives of University in a manner consistent with its status as a non-profit, tax-exempt, educational institution, and may derive benefits for both Sponsor and University through inventions, improvements, and discoveries.

in consideration of the promises and mutual covenants herein contained, the parties hereto agree to the following:

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GP LAW 103590.01 (7/18/98)

ppe

- Exclusive License Sponsor's Rights. University grants to Sponsor an irrevocable, royalty-free license to make, have made, use, and sell (with right to sub-license) any Invention covered by any Intellectual Property Right owned by University or its successors or assigns pursuant to this Article. The license extends to all Sponsor subsidiaries and is transferable with written notice to University. The license extends for the full term of such Intellectual Property Rights. The license is (a) exclusive with respect to companies comprising the forest products industry and to specific chemical companies servicing the forest products industry(such companies being further defined in Appendix C to this Agreement and being referred to hereinafter individually as an "Exclusive Company" or collectively as "Exclusive Companies") and (b) non-exclusive with respect to all other industries and companies. Sponsor shall pay University the percentage of royalty income from sub-licenses as described in Paragraph 8.10 (Royalty to University) below. University will not grant licenses for or transfer its Intellectual Property Rights to any Exclusive Company without Sponsor's prior written consent.
- 8.7. Exclusive License University's Rights. Subject to the license granted to Sponsor under Paragraph 8.6 above, University has exclusive rights to all other industries for University-owned Inventions (and patents claiming such Inventions). University shall pay Sponsor the percentage of royalty income from sub-licenses as described in Paragraph 8.11 (Royalty to Sponsor) below.
- Non-Exclusive License to University. Sponsor grants to University an irrevocable, royalty-free license to make and use (but not to self or to sub-license) within the University any Invention covered by any Intellectual Property Right owned by Sponsor or its successor or assigns pursuant to Paragraph 8.5 above. The license extends for the full term of such Intellectual Property Rights. Sponsor agrees to discuss in good faith the University's requests for additional rights regarding Sponsor-owned patents (for instance, the right to sub-license outside the exclusive industries described in Paragraph 8.6 above).
- 8.9 <u>Non-Exclusive License to Sponsor.</u> If Sponsor declines to pursue a patent pursuant to Paragraph 8.5 above, the provisions of Paragraph 8.6 above continue to apply except that Sponsor's license shall be non-exclusive and no restrictions shall apply to University's right to grant licenses or transfer its rights.

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### Article 16 - Notices

Notices, invoices, communications, and payments hereunder shall be deemed made if delivered in person, by courier (including Federal Express), or sent by U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other address as may hereafter be designated by notice in writing:

if to Sponsor.

Georgia-Pacific Resins, Inc.

55 Park Place, 19th Floor

Atlanta, GA 30303

Attn:

Mr. Cary Franklin

**Director of Engineering** 

If to University:

Lehigh University

Office of Research and Sponsored Programs

526 Broadhead Avenue

Bethlehem, PA 18015-3046

Attn: Mr. Th

Mr. Thomas Meischeid

Director

If technical matter:

Lehigh University

526 Broadhead Avenue

Bethlehem, PA 18015-3046

Attn:

Dr. Israel Wachs

IN WITNESS WHEREOF, the parties have caused their authorized representatives to sign this Agreement

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effective the day and year first above written.

GEORGIA-PACIFIC RESINS, INC.		
("Sponsor")		
James Tolaylor	-	
Authorized Signature	AS	
Printed Name		

**LEHIGH UNIVERSITY** 

("University")

**Authorized Signature** 

Richard H. Sanders

**Printed Name** 

Assistant Vice President for Research & Sponsored Programs

Title

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GP LAW 103580.01 (7/16/96)

**RECORDED: 07/26/2001** 

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