

01-4.2



HEET  
3 ONLY

TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS  
SIR: PLEASE RECORD THE ATTACHED DOCUMENTS OR COPIES THEREOF.

101948794

1. NAME OF CONVEYING PARTY(IES) (Licensor):  
1. Advanced Polymer Technologies, Inc. | 2.  
ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED?  YES  NO

2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:  
NAME: Nelson D. Abell III  
ADDRESS: 1901 Pargoud Blvd., Monroe, Louisiana 71201  
ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED?  YES  NO

3. NATURE OF CONVEYANCE (DOCUMENT):  
(Submit herewith only one document for recordation—multiple copies of same Assignment signed by different inventors is one document)  
 ASSIGNMENT OF  WHOLE  PART INTEREST  
 ORIGINAL  FACSIMILE/PHOTOCOPY  
 CHANGE OF NAME  VERIFIED TRANSLATION  
 SECURITY  MERGER  OTHER: License Agreement  
EXEC. DATE: March 31, 2000

EXECUTION DATE(S) ON THE DECLARATION IF FILED HEREWITH: (NOTE: IF DATES ON DECLARATION AND ASSIGNMENT DIFFER SEE ATTY!)

4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached?  YES  NO

A. PAT. APP. NO.(S) series code/serial no	M#	1 <sup>st</sup> INVENTOR if not in item 1	B. PATENT NO(S)	M#	1 <sup>st</sup> INVENTOR if not in item 1
			6,020,443	ADPO-220	Woodson

5. Name & Address of Party to Whom Correspondence Concerning Document Should be Mailed:  
**Pillsbury Winthrop LLP**  
Intellectual Property Group  
50 Fremont Street  
P. O. Box 7880  
San Francisco, CA 94120-7880

6. NUMBER INVOLVED:  
APPLNS 1 + PATS 0 = TOTAL = 1  
7. AMOUNT OF FEE ENCLOSED: (Code 581)  
ABOVE TOTAL x \$40 = \$40

5.5 ATTY DKT:  
P 0000001 | ADPO-220  
MATTER NO. | CLIENT REF.

8. IF ABOVE FEE IS MISSING OR INADEQUATE CHARGE INSUFFICIENCY TO DEPOSIT ACCOUNT NUMBER: 03-3975  
UNDER ORDER NO | 014516 | 0000001  
dup. sheet not required | CLIENT NO. | MATTER NO.

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.

*Tanuja V. Garde*  
Signature

10. Total number of pages including this cover sheet, attachments and document (do not file dup. Cover sheet) 24

Attorney: Tanuja V. Garde Date: December 18, 2001  
Reg. No. 44,697 Atty/Sec: TVG/PDG TEL: (415) 983-1586 FAX: (415) 983-1200

**CERTIFICATE OF MAILING**

I hereby certify that this correspondence is being deposited with the United States Postal Service, postage prepaid, in an envelope addressed to Commissioner of Patents, Washington D.C. 20231-9999

01/15/2002 DBYRNE 00000135 033975  
01 FC:581 40.00 CH

Date: December 19, 2001 By: *R. Garde*

## TECHNOLOGY LICENSE AGREEMENT

This Technology License Agreement ("Agreement") is entered into on the Effective Date by and between Advanced Polymer Technologies, Inc., a Louisiana corporation ("APT") as licensor and Nelson D. Abell III ("ABELL") as licensee.

WHEREAS, APT is the owner of certain confidential information and trade secrets, including engineering and technical data, manufacturing data, skills, methods, procedures, information and know-how, including information and trade secrets relating to the manufacture and use of certain ruthenium or osmium metal carbene complexes which are the subject of a license agreement between APT and California Institute of Technology dated August 1, 1994 and all addenda thereto and which are useful for catalysis in olefin metathesis polymerization reactions;

WHEREAS, APT is the owner of or has rights, by license or otherwise, to patents and patent applications relating to the manufacture and use of said ruthenium or osmium metal carbene complexes; and

WHEREAS, ABELL desires to obtain and APT is willing to grant (subject to prior outstanding licenses as detailed in Attachment A hereto) a field-of-use license, which bestows rights necessary for ABELL to operate a business making and selling Licensed Products within the Licensed Territory products manufactured using said ruthenium or osmium metal carbene complexes;

NOW, THEREFORE, APT and ABELL mutually covenant and agree as follows:

### ARTICLE 1. DEFINITIONS

1. "Licensed Patents" shall mean all patents and patent applications owned by APT relating to ruthenium or osmium metal carbene complexes, and shall further include (i) patents and patent applications covering Improvements, and (ii) patents and patent applications of third parties to this Agreement to which APT holds sublicensable rights. The patents and applications listed on Attachment B hereto which may be updated from time to time by APT are within this definition.
2. "Licensed Know-How" shall mean all confidential information and trade secrets owned by or known to APT, including engineering and technical data, polymers and processes for making the same, manufacturing data, skills, methods and procedures relating to the Catalyst and the use the Catalyst including information contained in Licensed Patents, and any information and trade secrets of third parties to the extent that APT has the right to disclose such information and grant licenses thereunder.

3. "Catalyst" shall mean ruthenium or osmium metal carbene complexes which are subject of a license agreement between APT and California Institute of Technology dated August 1, 1994 and all addenda thereto.
4. "Licensed Product" is limited by the prior outstanding licenses as detailed in Attachment A hereto and shall mean Tank, and a non-foamed product manufactured using Catalyst or Licensed Know-How having a minimum thickness of one-half inch and having a minimum length of three feet in at least two dimensions. Licensed Products may be made using any method of manufacture including but not limited to rotational molding and slush molding. Aerospace Components, Fuel, Fuel Cells and components thereof, Cell Covers, and Pipes are not included within the definition of Licensed Product.
5. "Tank" shall mean any container manufactured using Catalyst and/or Licensed Know-How, said container capable of holding a volume greater or equal to five gallons. Containers having an application in the aerospace industry, Fuel Cells and components thereof, Pipes, and Cell Covers are not included within the definition of Tank.
6. "Aerospace-Component" shall mean an article having a solid form and having an application in the aerospace industry and includes structural components of rockets and storage containers for use in aerospace ground-support applications, said article being made at least in part using Catalyst or Licensed Know-How.
7. "Fuel" shall mean a combustible material for the production of heat or power comprising dicyclopentadiene or a polymer derived from dicyclopentadiene or its derivative, said material being made at least in part using Catalyst or Licensed Know-How.
8. "Fuel Cell" shall mean a receptacle used to change the chemical energy of a fuel and oxidant to electrical energy.
9. "Pipe" shall mean a hollow cylinder of any size.
10. "Cell Cover" shall mean a movable cover for the opening of an electrolytic diaphragm cell.
11. "Effective Date" shall mean the date on which the last party signed this Agreement.
12. "Improvements" shall mean any development, advance or modification relating to ruthenium or osmium metal carbene complexes, methods of their

making or methods of their use for olefin metathesis polymerization reactions, whether or not patentable.

13. "Net Sales" shall mean aggregate gross sales of Licensed Products as invoiced by ABELL alone or in conjunction with any sublicensee of ABELL and reduced only by: (i) sales commissions paid; (ii) transportation charges including air freight; (iii) sales, use or value added taxes; (iv) bad debts; (v) trade or volume discounts; (vi) any returns or allowances granted in lieu of returns; and (vi) any tax or other governmental charge on sales which is expressly set forth separately on Licensee's invoice. "Sales" for the purpose of this Agreement shall be deemed to have been made when title transfers to a purchaser.
14. "Licensed Territory" is the world limited by the prior outstanding licenses of APT as detailed in Attachment A thereto.

## ARTICLE 2. LICENSE GRANT

1. Exclusive License Grant. Subject to prior outstanding licenses as detailed in Attachment A hereto, APT hereby grants to ABELL an exclusive license to make, have made, use, offer for sale and sell Tanks within the Licensed Territory during the term of this Agreement. Provided, however that if annual Net Sales due to Tanks is less than \_\_\_\_\_ during the third full year after the Effective Date of this Agreement, then said exclusive license relating to Tanks converts into a nonexclusive license as of January 1st of the fourth full year. The "first full year" shall commence on January 1st after the Effective Date of this Agreement.
2. Non-exclusive License Grant. Subject to prior outstanding licenses as detailed in Attachment A hereto, APT hereby grants to ABELL a non-exclusive license to make, have made, use, offer for sale and sell Licensed Products except Tanks which are the subject of Article 2, Section 1 above.
3. Sublicense to an ABELL-owned entity. ABELL may sublicense any rights granted herein to ABELL to an entity in which ABELL has substantial ownership interest.
4. Other Sublicenses. For any sublicense not encompassed by Article 2, section 3, ABELL may sublicense any rights exclusively granted to ABELL upon written approval of APT, whose approval shall not be unreasonably withheld. A decision by APT not to approve such a sublicense by ABELL prior to January 1, 2004 shall be deemed to be reasonable. Non-exclusive rights granted to ABELL are not sublicensable.

5. Assignment. This agreement is assignable upon the written approval of APT, whose approval shall not be unreasonably withheld.
6. No further license. No license, immunity or other right is granted by implication or otherwise with respect to any patent or patent application, other than the Licensed Patents or Licensed Know-How, and only for the limited purposes and field of use expressly granted herein.

### ARTICLE 3. INITIAL PAYMENT, ROYALTIES AND REPORTING

1. Licensing Fee. In addition to royalties specified herein, ABELL agrees to pay a Licensing Fee of \_\_\_\_\_ to APT as four payments every six months of \_\_\_\_\_ respectively, with the first installment due within 30 days of the Effective Date of this Agreement
2. Patent Royalties. Upon the annual sale of Licensed Products by ABELL alone or in conjunction with any sublicensee of ABELL wherein the Net Sales do not exceed \_\_\_\_\_, ABELL shall pay royalties to APT in the amount of \_\_\_\_\_ of Net Sales, the royalties to continue so long as ABELL's activities are encompassed by a claim of an issued patent that is included within Licensed Patents. Royalties shall be reduced to \_\_\_\_\_ for sales of Licensed Products by ABELL alone or in conjunction with any sublicensee of ABELL in excess \_\_\_\_\_ but not exceeding \_\_\_\_\_. Royalties shall be further reduced to \_\_\_\_\_ for all sales of Licensed Products by ABELL alone or in conjunction with any sublicensee of ABELL in excess of \$ \_\_\_\_\_. Royalty payments shall be made at least quarterly based on a calendar quarter, within forty five (45) days of the end of each calendar quarter. All royalties shall be paid in U.S. dollars. Foreign Net Sales, for purpose of royalty calculations, shall be initially determined in the funds of the country in which said transactions have been made. All Net Sales amounts shall then be converted into United States Dollars with reference to the opening currency exchange rate published by The Wall Street Journal on the date such royalty payments are due.
3. Know-How Royalties. If ABELL's activities are not encompassed by any claim of any issued patent that is included within Licensed Patents but require the use of the Licensed Know-How, then ABELL shall pay royalties to APT in the amount of \_\_\_\_\_ of Net Sales per year. Royalty payments shall be made at least quarterly based on a calendar quarter, within forty five (45) days of the end of each calendar quarter. All royalties shall be paid in U.S. dollars. Foreign Net Sales, for purpose of royalty calculations, shall be initially determined in the funds of the country in which said transactions have been made. All Net Sales amounts shall then be converted into United States

Dollars with reference to the opening currency exchange rate published by The Wall Street Journal on the date such royalty payments are due.

4. Quarterly statement. ABELL shall provide to APT a quarterly statement specifying: (i) as to the Licensed Products sold by ABELL during the preceding calendar quarter; (ii) a listing of all revenue from the sale of Licensed Products; and (iii) a detail of all costs included in the above defined Net Sales. ABELL shall be responsible for providing quarterly statements to APT regarding all sales of Licensed Products under any sublicense under this Agreement. In the absence of any sales of Licensed Product, the quarterly statement shall consist of an explanation for the lack of any sales and detail ABELL's efforts and progress in enhancing the commercial value and market for Licensed Products.
5. Record-Keeping. ABELL agrees that it will at all times keep complete, true and correct books of account containing current records of sales of Licensed Products, including all relevant revenue and cost figures necessary to calculate the royalty as defined in Article 3, Section 2 or 3 above, and other data in sufficient detail to enable computation and verification of the royalties payable under this Agreement. ABELL further agrees to permit APT or its duly authorized representative, or at the option of APT, a reputable certified public accountant selected by APT to inspect such records at all reasonable times. APT shall bear the costs associated with any audit conducted by or on behalf of APT; provided, however, that ABELL shall bear the costs of such an audit in the event that the auditor determines that royalties have been underpaid by five (5) percent or more for any calendar quarter.
6. Infringement. Promptly upon learning of any suspected infringement of the Licensed Patents, ABELL shall notify APT in writing of the suspected infringement.

#### ARTICLE 4. TRANSFER OF TECHNOLOGY AND IMPROVEMENTS

1. APT Know-How and Improvements. During the term of this Agreement, APT shall furnish to ABELL on an on-going basis the Licensed Know-How. APT agrees that any Improvements created or acquired by APT, without further cost to ABELL, will be licensed to ABELL for use consistent with this Agreement.
2. ABELL Improvements. During the term of this Agreement, ABELL shall promptly disclose in writing to APT all Improvements made by or for ABELL or made by or for a sublicensee of ABELL. APT agrees that all such ABELL Improvements are the sole property of ABELL.

3. Patent Protection pursued by ABELL for ABELL Improvements. ABELL shall grant to APT a non-exclusive, royalty-free license (including the right to sublicense outside the field of use only) to all patents and patent applications owned by ABELL for any ABELL Improvement.
4. Patent Protection pursued by APT for ABELL Improvements. If after six months following the receipt by APT of a written disclosure of an ABELL Improvement ABELL has not filed a patent application, APT shall have the right to apply for patent protection for said ABELL Improvement at APT's own expense. All rights owned by ABELL to such patent applications shall be assigned to APT and ABELL agrees to cooperate with APT in executing any and all documents necessary to vest ownership in APT. APT agrees to grant to ABELL a non-exclusive, royalty-free license to all patents and patent applications owned by APT for any ABELL Improvements.
5. Technical Assistance. Upon the reasonable written request of ABELL and to the extent deemed necessary by APT, APT agrees to render assistance to ABELL in connection with the Licensed Patents and the Licensed Know-How by furnishing the consulting services of one of its engineers skilled in the use of the Catalysts at ABELL's premises. Any request by ABELL that requires the presence of an APT engineer at an ABELL premise to exceed a cumulative total of three weeks in a calendar year (commencing January 1st) shall be deemed to be unreasonable and APT may elect to render assistance under these circumstances at the sole discretion of APT. All expenses incurred by APT under this provision shall be paid by ABELL.

## ARTICLE 5. CONFIDENTIALITY

1. Confidentiality Obligation. ABELL agrees:
  - (i) that ABELL shall hold in confidence all Licensed Know-How and all other confidential materials of APT identified in writing as such by APT (the "Confidential Information") during the term of this Agreement and for a period of 5 (five) years thereafter;
  - (ii) that ABELL shall use the Confidential Information solely and exclusively for the purposes permitted under this Agreement;
  - (iii) that ABELL may disclose the Confidential Information to a third party to this Agreement (such as a consultant retained by ABELL or a sublicensee of ABELL) ("Third Party Recipient") for the purposes permitted under this Agreement, provided, that ABELL shall require all such third party to sign a written confidentiality agreement,

covering the Confidential Information, which is at least as restrictive as this Agreement;

- (iv) that ABELL and any Third Party Recipient of any Confidential Information shall be entitled to disclose such Confidential Information to its employees, consultants, and licensees or sublicensees of The Third Party Recipient who have a specific need to use such information in connection with the purposes of this Agreement or the exercise of the rights and licenses granted hereunder; provided that all persons to whom either ABELL or said Third Party Recipient may permissively disclose any Confidential Information shall be advised of the existence and scope of this Agreement and shall be bound by the terms hereof or by legally binding written nondisclosure restriction for the benefit of the disclosing party which are at least as restrictive as the terms of this Agreement.
- (v) that upon termination or expiration of this Agreement, ABELL will make no further use of the Confidential Information, and upon APT's request, ABELL will deliver within thirty (30) days to APT all tangible property furnished by APT to ABELL together with all copies thereof made by ABELL, and all other tangible property which contains the Confidential Information, provided however that ABELL shall have the right to retain for archival purposes to prove compliance with this Agreement, a record of the Confidential Information received and returned to APT;

2. Limitation and Confidentiality Obligation of ABELL. ABELL's obligations with respect to the Confidential Information shall not apply to any portion of such information which: (i) is already known or possessed by ABELL at the time of disclosure thereof by APT; (ii) is or becomes generally known to the public through no fault of ABELL; (iii) is obtained by ABELL from a third party who is lawfully in possession of it and under no obligation to maintain it in confidence; or (iv) ABELL is required to disclose pursuant to governmental or judicial action; provided, however, that ABELL shall notify APT in writing of any governmental or judicial disclosure requirement, and upon APT's request, shall cooperate with APT in reasonably disputing such disclosure requirement.

3. Limitation and Confidentiality Obligation of Assignees and Sublicensees of ABELL. Obligations of Assignees and Sublicensees of ABELL with respect to the Confidential Information shall not apply to any portion of such information which: (i) is or becomes generally known to the public through no fault of said Assignee and/or Licensee; (ii) is obtained by said Assignee and/or Licensee from a third party who is lawfully in possession of it and under no obligation to maintain it in confidence; or (iii) said Assignee and/or Licensee



is required to disclose pursuant to governmental or judicial action; provided, however, that said Assignee and/or Licensee shall notify APT in writing of any governmental or judicial disclosure requirement, and upon APT's request, shall cooperate with APT in reasonably disputing such disclosure requirement.

## **ARTICLE 6. IDENTIFICATION: PATENTS AND TRADEMARKS**

1. **Identification of Patent.** ABELL agrees to mark all Licensed Products or their containers or labels to conform to the relevant patent laws and practice of the United States and relevant countries in which such Licensed Products are manufactured or sold or distributed. APT shall be responsible for providing all patent pending or patent number information relating to Licensed Patents in writing to ABELL. This provision shall extend to any sublicensee of ABELL.
2. **Trademarks.** Except as provided in Section 6.1, neither the granting of the license herein nor the acceptance of royalties hereunder shall constitute an authorization or approval of, or acquiescence in the use of APT's name or any trade name or trademark of APT or its affiliates in connection with the manufacture, advertising or sale of the Licensed Products, and APT hereby expressly reserves all rights with respect thereto. This provision shall extend to any sublicensee of ABELL.

## **ARTICLE 7. INDEMNIFICATION**

**Indemnification.** ABELL agrees to indemnify and hold harmless APT and its affiliates, and their respective officers, directors, shareholders, employees and assigns, from and against any damage or loss (including reasonable attorneys' fees) resulting from ABELL's or, as authorized by ABELL, any third party manufacturer's manufacture, use, offer for sale or sale of the Licensed Products.

## **ARTICLE 8. TERM AND TERMINATION**

1. This Agreement shall be binding upon any successor or assignee of both ABELL and APT.
2. Unless otherwise terminated as provided under this Article, this Agreement shall continue in full force and effect for a period of the longer of ten (10) years or to

the expiration of the last issued patent that is included within Licensed Patents. Notwithstanding the foregoing, in the event any of the following occurs:

- (i) a party breaches the Agreement and does not cure such breach within thirty (30) days after written notice thereof from the other party specifying such breach;
- (ii) dissolution, insolvency or bankruptcy of a party, whether voluntary or involuntary;
- (iii) appointment of trustee or receiver for a party;
- (iv) failure of ABELL to make royalty payments within thirty (30) days following the date such payments are due

the non-breaching party shall have the right (in addition to all other rights and remedies which the non-breaching party may have at law or in equity) to terminate this Agreement and the license granted herein by thirty (30) days written notice specifying the reason for such termination.

#### **ARTICLE 9. MISCELLANEOUS PROVISIONS**

- 1. Entire Agreement: No waiver. This Agreement sets forth the entire agreement between the parties relating to its subject matter, and shall supersede any prior discussions, understandings and agreements whether written or oral between the parties. No waiver, amendment or modification of any provision of this Agreement shall be effective unless it is in writing and signed by authorized representatives of both ABELL and APT.
- 2. Assignment. ABELL may assign this Agreement with the written consent of APT whose consent may not be unreasonably withheld.
- 3. Notice. Any notices permitted or required under this Agreement shall be deemed given
  - i. upon the date of personal delivery if delivered by hand;
  - ii. upon the date of deposit if delivered by overnight courier;
  - iii. upon confirmation of receipt if sent by facsimile; or
  - iv. upon forty-eight (48) hours after deposit if delivered through the United States mail, provided that the notice is mailed with postage prepaid and return receipt requested.

Notice shall be addressed as follows:

If to APT, to:

Advanced Polymer Technologies, Inc.

P. O. Box 7572  
Monroe, La. 71211

If to ABELL, to:

Nelson D. Abell III

1901 Pergand Boulevard  
Monroe, Louisiana 71201

or to such other address as either party may, from time to time, designate by written notice to the other party.

4. Survival. Article 5, Confidentiality; Article 7; and Article 9, Sections 5, 6, and 7 shall survive termination or expiration of this Agreement.
5. Governing Law; Severability. This Agreement shall be governed, interpreted and enforced by the laws of the State of Louisiana without reference to principles of conflicts of law. When context requires, the plural shall include the singular and the singular the plural. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under the applicable law. In the event that any provision of this Agreement shall be held by the final judgment of a court of competent jurisdiction to be invalid, unlawful, or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect and shall be construed to give the fullest effect to the intent of the parties expressed herein.
6. Arbitration. Any dispute hereunder shall be settled by binding arbitration conducted at a place agreeable to the parties (and if there is no agreement, then in Monroe, Louisiana) under the rules of the American Arbitration Association.
7. Attorney's Fees. In the event that an arbitration is brought by any party under this Agreement to enforce any of its terms, it is agreed that the prevailing party shall be entitled to reasonable attorneys' fees to be fixed by the arbitrator.
8. Further Assurances. The parties hereto agree to execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.
9. Binding Counterparts. This Agreement has been duly executed and delivered by the authorized representatives of the respective Parties and constitutes the valid and legally binding Agreement and obligation of each Party and is enforceable in accordance with its terms. This Agreement may be executed in one or more counterparts, each of which

when executed shall be deemed to be an original and shall together constitute one and the same instrument.

10. Force Majeure. No party shall be liable to the other for any temporary failure of or delay in performance of its obligations hereunder by any cause or circumstance which is beyond its reasonable control including, but without limiting the generality of the foregoing, any such failure or delay caused by strikes, lockouts, fires, explosions, shipwrecks, governmental intervention, acts of GOD or the public enemy, wars or riots, provided that prompt notice of such force majeure shall be given by such party to the other party. In such event the affected party shall be temporarily relieved of its obligations during the period of such event to the extent its performance is prevented by such event.

IN WITNESS WHEREOF, the parties hereto have executed this Technology License Agreement.


Advanced Polymer Technologies, Inc.

By: 

Name: C. S. Woodson

Title: Vice President

Date: 3-31-00

Nelson D. Abell III  
By: 

Name: NELSON ABELL III

Title: Presi

Date: MARCH 31, 2000

## APPENDIX A

1. License Agreement between Advanced Polymer Technologies Inc. and Smith Fiberglass Products Inc. on August 29, 1995.
2. Technology License and Manufacturing Agreement between Advanced Polymer Technologies, Inc. and Osborne Industries, Inc. on June 23, 1997.
3. License Agreement between Advanced Polymer Technologies, Inc. and Advanced Sport Materials, L.L.C. on January 16, 1998.
4. License Agreement between Advanced Polymer Technologies Inc. and Hitachi Chemical Co., Ltd. on January 19, 1998.
5. Manufacturing Agreement between Advanced Polymer Technologies, Inc. and OxyTech Systems, Inc. on February 1, 1999.
6. License Grant between Advanced Polymer Technologies, Inc. and APT Aerospace, L.L.C.

## APPENDIX B

<b>ADVANCED POLYMER TECHNOLOGIES, INC.</b>				
<b>PATENTS &amp; PATENT APPLICATIONS</b>				
Patent/ Serial No.	Ref. No.	Filing Date	Title	Inventor
U.S. Patent No. 5,939,504	ADPO-110	12/02/96	Method For Extending The Pot Life Of An Olefin Metathesis Polymerization Reaction	Woodson & Grubbs
HK Serial No. 99102874.9	ADPO-110 HK	07/06/99	Method For Extending The Pot Life Of An Olefin Metathesis Polymerization Reaction	Woodson & Grubbs
VNM Serial No. S19980474	ADPO-110 VNM	12/03/96	Method For Extending The Pot Life Of An Olefin Metathesis Polymerization Reaction	Woodson & Grubbs
SGP Serial No. 9803245-1	ADPO-110 SGP	12/03/96	Method For Extending The Pot Life Of An Olefin Metathesis Polymerization Reaction	Woodson & Grubbs
KOR Serial No. 704209/1998	ADPO-110 KOR	12/03/96	Method For Extending The Pot Life Of An Olefin Metathesis Polymerization Reaction	Woodson & Grubbs
JPN Serial No. 09-521364	ADPO-110 JPN	12/03/96	Method For Extending The Pot Life Of An Olefin Metathesis Polymerization Reaction	Woodson & Grubbs
EPC Serial No. 96943557.7	ADPO 110 EPC	12/03/96	Method For Extending The Pot Life Of An Olefin Metathesis Polymerization Reaction	Woodson & Grubbs
CHN Serial No. 96199826.1	ADPO-110 CHN	12/03/96	Method For Extending The Pot Life Of An Olefin Metathesis Polymerization Reaction	Woodson & Grubbs
U.S. Serial No. 09/130,586	ADPO-120	08/07/98	Fiber Reinforced Poly-Dcpd Composites	Woodson & Grubbs
U.S. Serial No. 08/796,865	ADPO-220	02/06/97	Polymerization Of Low Grade Dcpd Monomers Using An Olefin Metathesis Catalyst	Woodson & Grubbs
VNM Serial No. S19980634	ADPO-220 VNM	02/07/97	Polymerization Of Low Grade Dcpd Monomers Using An Olefin Metathesis Catalyst	Woodson & Grubbs
SGP Serial No. 9804457.1	ADPO-220 SGP	02/07/97	Polymerization Of Low Grade Dcpd Monomers Using An Olefin Metathesis Catalyst	Woodson & Grubbs
KOR Serial No. 706087/1998	ADPO-220 KOR	02/07/97	Polymerization Of Low Grade Dcpd Monomers Using An Olefin Metathesis Catalyst	Woodson & Grubbs

**ADVANCED POLYMER TECHNOLOGIES, INC.**

**PATENTS & PATENT APPLICATIONS**

Patent/ Serial No.	Ref. No.	Filing Date	Title	Inventor
JPN Serial No. 09-528720	ADPO-220 JPN	02/07/97	Polymerization Of Low Grade Dcpd Monomers Using An Olefin Metathesis Catalyst	Woodson & Grubbs
EPC Serial No. 97906543.0	ADPO-220 EPC	02/07/97	Polymerization Of Low Grade Dcpd Monomers Using An Olefin Metathesis Catalyst	Woodson & Grubbs
CHN Serial No. 97193507.6	ADPO-220 CHN	02/07/97	Polymerization Of Low Grade Dcpd Monomers Using An Olefin Metathesis Catalyst	Woodson & Grubbs
HK Serial No. 99104548.1	ADPO-220 HK	10/14/99	Polymerization Of Low Grade Dcpd Monomers Using An Olefin Metathesis Catalyst	Woodson & Grubbs
U.S. Serial No. 09/369,051	ADPO-1510	08/04/99	Rocket Fuels Based On Metal Hydrides And Poly-Dcpd	Humble, Woodson & Grubbs
PCT/US99/17720	ADPO-1510 PCT	08/05/99	Rocket Fuels Based On Metal Hydrides And Poly-Dcpd	Humble, Woodson & Grubbs
U.S. Serial No. 09/453,020	ADPO-2910	12/02/99	Fluorinated Polymers And Methods For Their Preparation	Woodson, Hillmyer, Grubbs, Lodge & Ren
PCT/US99/26034	ADPO-2910 PCT	12/02/99	Fluorinated Polymers And Methods For Their Preparation	Woodson, Hillmyer, Grubbs, Lodge & Ren
U.S. Serial No. 09/498,120	ADPO-3110	02/04/00	Polyolefin Compositions Having Enhanced Ultraviolet And Oxidative Resistance And Methods For Their Production And Use	Giardello, Cruce, Thibault & Eakin
PCT/US00/03000	ADPO-3110 PCT	02/04/00	Polyolefin Compositions Having Enhanced Ultraviolet And Oxidative Resistance And Methods For Their Production And Use	Giardello, Cruce, Thibault & Eakin
U.S. Serial No. 60/142,713	ADPO-3700	07/07/99	Romp Reactions Using Imidazolidine-Cased Metal Carbene Metathesis Catalysts	Woodson, Giardello, Cruce, Scholl & Grubbs

**ADVANCED POLYMER TECHNOLOGIES, INC.**  
**A. O. SMITH PATENTS & PATENT APPLICATIONS**

<b>Patent/ Serial No.</b>	<b>Ref. No.</b>	<b>Filing Date</b>	<b>Title</b>	<b>Inventor</b>
U.S. Serial No. 09/148,654	ADPO-1000	09/04/98	Metathesis Polymerized Olefin Articles Containg Flame Retarding Agents	Warner & Giardello
U.S. Serial No. 09/148,459	ADPO-1100	09/04/98	Metathesis Polymerized Olefin Composites Including Sized Reinforcement Material	Warner, Drake & Giardello
PCT/US98/18473	ADPO-1100 PCT	09/04/98	Metathesis Polymerized Olefin Composites Including Sized Reinforcement Material	Warner, Drake & Giardello



**ADVANCED POLYMER TECHNOLOGIES, INC.  
MATERIA PATENTS & PATENT APPLICATIONS**

<b>Patent/ Serial No.</b>	<b>Ref. No.</b>	<b>Filing Date</b>	<b>Title</b>	<b>Inventor</b>
U.S. Serial No. 09/312,811	ASM-110	05/17/99	Polyolefin Compositions Optionally Having Variable Toughness And/Or Hardness	Giardello & Lasch
PCT/US99/10910	ASM-110 PCT	05/18/99	Polyolefin Compositions Optionally Having Variable Density, Hardness, And/Or Toughness And Methods For Their Production And Use	Giardello, Lasch, Cruce & Macleod
U.S. Serial No. 09/497,950	ASM-310	02/04/00	Polyolefin Compositions Having Variable Density Modulators And Methods For Their Production And Use	Giardello, Lasch, Cruce, Macleod & Haar
PCT/US00/02919	ASM-310 PCT	02/04/00	Polyolefin Compositions Having Variable Density, Hardness, And/Or Toughness And Methods For Their Production And Use	Giardello, Lasch, Cruce, Macleod & Haar
U.S. Serial No. 09/497,741	ASM-410	02/04/00	Metathesis-Active Adhesion Agents And Methods For Enhancing Polymer Adhesion To Surfaces	Giardello & Haar
PCT/US00/03002	ASM-410 PCT	02/04/00	Metathesis-Active Adhesion Agents And Methods For Enhancing Polymer Adhesion To Surfaces	Giardello & Haar

**ADVANCED POLYMER TECHNOLOGIES, INC.**  
**UNIVERSITY OF NEW ORLEANS PATENTS & PATENT APPLICATIONS**

Patent/ Serial No.	Ref. No.	Filing Date	Title	Inventor
U.S. Serial No. 09/392,869		09/--/99	Catalyst Complex With Carbene Ligands	Nolan & Huang
PCT/US99/		09/--/99	Catalyst Complex With Carbene Ligands	Nolan & Huang
U.S. Serial No. 60/151,364	ADPO-3600	08/30/99	Solid State Laser-Dye Materials And Methods For Using The Same	Trudell & Nolan

**ADVANCED POLYMER TECHNOLOGIES, INC.**

**CALIFORNIA INSTITUTE OF TECHNOLOGY PATENTS & PATENT APPLICATIONS**

Patent/ Serial No.	Ref. No.	Filing Date	Title	Inventor
U.S. Patent No. 5,342,909	CTCH-300 CIT-2123-1	08/13/93	Ruthenium And Osmium Metal Carbon Compounds For Olefin Metathesis Polymerization	Grubbs, Nguyen & Johnson
U.S. Patent No. 5,312,940	CTCH-301 CIT-2123	04/03/92	Ruthenium And Osmium Metal Carbon Compounds For Olefin Metathesis Polymerization	Grubbs, Nguyen & Johnson
U.S. Patent No. 5,969,170	CTCH-317 CIT-2123-2G	05/23/97	High Activity Ruthenium And Osmium Metal Carbene Complexes For Olefin Metathesis Reactions	Grubbs, Nguyen & Johnson
U.S. Patent No. 5,849,851	CTCH-318 CIT-2123-2B1	11/13/97	Romp Of Functionalized Cyclic Olefins Using Ruthenium And Osmium Carbene Complexes	Grubbs, Nguyen & Hillmyer
Australian Patent No. 691645	CTCH-320 AUS CIT-2123-3F	07/28/95	Synthesis Of Ruthenium And Osmium Metal Carbene Complexes For Olefin Methasis Reactions	Grubbs & Nguyen
CAN Serial No. 2196061	CTCH-320 CAN CIT-2123-3F	07/28/95	Synthesis Of Ruthenium And Osmium Metal Carbene Complexes For Olefin Methasis Reactions	Grubbs & Nguyen
EPC Serial No. 95929340.8	CTCH-320 EPC CIT-2123-3F	07/28/95	Synthesis Of Ruthenium And Osmium Metal Carbene Complexes For Olefin Methasis Reactions	Grubbs & Nguyen
JPN Serial No. 08-506676; 10-256943	CTCH-320 JPN CIT-2123-3F	07/28/95	Synthesis Of Ruthenium And Osmium Metal Carbene Complexes For Olefin Methasis Reactions	Grubbs & Nguyen
U.S. Patent No. 5,710,298	CTCH-321	08/30/96	Method Of Preparing Rothenium And Osmium Carbene Complexes	Grubbs, Nguyen & Johnson
U.S. Patent No. 5,831,108	CTCH-1620 CIT-2123-4B	07/31/96	High Metathesis Activity Ruthenium And Osmium Metal Carbene Complexes	Grubbs, Schwab & Nguyen
CHN Serial No. 96197372.2	CTCH-1620 CHN CIT-2123-4F	08/01/96	Metathesis-Active Methylidene Ruthenium Complexes	Grubbs & Schwab
EPC Serial No. 96926867.1	CTCH-1620 EPC CIT-2123-4 EP	08/01/96	Metathesis-Active Methylidene Ruthenium Complexes	Grubbs & Schwab
JPN Serial No. 09-508561	CTCH-1620 JPN CIT-2123-4 JP	08/01/96	Metathesis-Active Methylidene Ruthenium Complexes	Grubbs & Schwab

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**CALIFORNIA INSTITUTE OF TECHNOLOGY PATENTS & PATENT APPLICATIONS**

<b>Patent/ Serial No.</b>	<b>Ref. No.</b>	<b>Filing Date</b>	<b>Title</b>	<b>Inventor</b>
KOR Serial No. 700882/ 1998	CTCH-1620 KOR CIT-2123-4 KR	08/01/96	Metathesis-Active Methylidene Ruthenium Complexes	Grubbs & Schwab
SGP Serial No. 9801852-6	CTCH-1620 SGP CIT-2123-4 SP	08/01/96	Metathesis-Active Methylidene Ruthenium Complexes	Grubbs & Schwab
VNM Serial No. S19980091	CTCH-1620 VNM CIT-2123-4F	08/01/96	Metathesis-Active Methylidene Ruthenium Complexes	Grubbs & Schwab
U.S. Serial No. 09/007,498	CTCH-1630 CIT-2123-4B1	01/15/98	High Metathesis Activity Ruthenium And Osmium Metal Carbene Complexes	Grubbs, Schwab & Nguyen
U.S. Serial No. 09/399,963	CTCH-1640 CIT-2123-4D2	09/20/99	High Metathesis Activity Ruthenium And Osmium Metal Carbene Complexes	Grubbs, Schwab & Nguyen
U.S. Patent No. 5,728,785	CTCH-1710 CIT-2360	07/02/96	Peroxide Crosslinking Of Romp Polymers	Grubbs & Woodson
CHN Serial No. 96196514.2	CTCH-1710 CHN CIT-2360 CN	07/03/96	Peroxide Crosslinking Of Romp Polymers	Grubbs & Woodson
EPC Serial No. 96924356.7	CTCH-1710 EPC CIT-2360-F	07/03/96	Peroxide Crosslinking Of Romp Polymers	Grubbs & Woodson
JPN Serial No. 08-521313	CTCH-1710 JPN CIT-2360 JP	07/03/96	Peroxide Crosslinking Of Romp Polymers	Grubbs & Woodson
KOR Serial No. 700068/ 1998	CTCH-1710 KOR CIT-2360 KR	07/03/96	Peroxide Crosslinking Of Romp Polymers	Grubbs & Woodson
SGP Serial No. 9801252-9	CTCH-1710 SGP CIT-2360 SG	07/03/96	Peroxide Crosslinking Of Romp Polymers	Grubbs & Woodson
VNM Serial No. S19971264	CTCH-1710 VNM CIT-2360 VN	07/03/96	Peroxide Crosslinking Of Romp Polymers	Grubbs & Woodson
U.S. Patent No. 5,917,071	CTCH-8610 CIT-2538	11/07/97	Synthesis Of Ruthenium Or Osmium Metathesis Catalysts	Grubbs, Belderrain, Brown & Wilhelm
U.S. Serial No. 09/253,042	CTCH-8620 CIT-2538-1	02/19/99	Synthesis Of Ruthenium Or Osmium Metathesis Catalysts	Grubbs, Belderrain, Brown & Wilhelm

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Patent/ Serial No.	Ref. No.	Filing Date	Title	Inventor
PCT/US97/ 20390	CTCH-8610 PCT CIT-2538 PCT	11/10/97	Synthesis Of Ruthenium Or Osmium Metathesis	Grubbs, Belderrain, Brown & Wilhelm
AUS Serial No. 51736/98	CTCH-8610 AUS CIT-2538 AU	11/10/97	Synthesis Of Ruthenium Or Osmium Metathesis Catalysts	Grubbs, Belderrain, Brown & Wilhelm
CAN Serial No. 2271892	CTCH-8610 CAN CIT-2538 CA	11/10/97	Synthesis Of Ruthenium Or Osmium Metathesis Catalysts	Grubbs, Belderrain, Brown & Wilhelm
CHN Serial No. 97181296.9	CTCH-8610 CHN CIT-2538 CN	11/10/97	Synthesis Of Ruthenium Or Osmium Metathesis Catalysts	Grubbs, Belderrain, Brown & Wilhelm
EPC Serial No. 97946598.6	CTCH-8610 EPC CIT-2538 EP	11/10/97	Synthesis Of Ruthenium Or Osmium Metathesis Catalysts	Grubbs, Belderrain, Brown & Wilhelm
JPN Serial No. 10-521924	CTCH-8610 JPN CIT-2538 JP	11/10/97	Synthesis Of Ruthenium Or Osmium Metathesis Catalysts	Grubbs, Belderrain, Brown & Wilhelm
KOR Serial No. 7004305/ 1999	CTCH-8610 KOR CIT-2538 KR	11/10/97	Synthesis Of Ruthenium Or Osmium Metathesis Catalysts	Grubbs, Belderrain, Brown & Wilhelm
MYS Serial No. P19705485	CTCH-8610 MYS CIT-2538 MY	11/14/97	Synthesis Of Ruthenium Or Osmium Metathesis Catalysts	Grubbs, Belderrain, Brown & Wilhelm
SGP Serial No. 9902244-4	CTCH-8610 SGP CIT-2538 SG	11/10/97	Synthesis Of Ruthenium Or Osmium Metathesis Catalysts	Grubbs, Belderrain, Brown & Wilhelm
TWN Serial No. 86117084	CTCH-8610 TWN CIT-2538 TW	11/15/97	Synthesis Of Ruthenium Or Osmium Metathesis Catalysts	Grubbs, Belderrain, Brown & Wilhelm
THA Serial No. 040764	CTCH-8610 THA CIT-2538 TH	11/14/97	Synthesis Of Ruthenium Or Osmium Metathesis Catalysts	Grubbs, Belderrain, Brown & Wilhelm

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**CALIFORNIA INSTITUTE OF TECHNOLOGY PATENTS & PATENT APPLICATIONS**

Patent/ Serial No.	Ref. No.	Filing Date	Title	Inventor
VNM Serial No.	CTCH-8610 VNM CIT-2538 VN	11/10/97	Synthesis Of Ruthenium Or Osmium Metathesis Catalysts	Grubbs, Belderrain, Brown & Wilhelm
U.S. Serial No. 09/183,025	CTCH-8910 CIT-2704	10/30/98	Acid Activation Of Ruthenium Metathesis Catalysts And Living Romp Metathesis Polymerization In Water	Lynn, Dias, Grubbs & Mohr
PCT/US98/23343	CTCH-8910 PCT CIT-2704 PCT	10/30/98	Acid Activation Of Ruthenium Metathesis Catalysts And Living Romp Metathesis Polymerization In Water	Lynn, Dias, Grubbs & Mohr
U.S. Patent No. 5,977,393	CTCH-9910 CIT-2715	11/12/98	Schiff Base Derivatives Of Ruthenium And Osmium Olefin Metathesis Catalysts	Grubbs, Chang, Jones & Wang
PCT/US98/23259	CTCH-9910 PCT CIT-2715 PCT	11/19/98	Schiff Base Derivatives Of Ruthenium And Osmium Olefin Metathesis Catalysts	Grubbs, Chang, Jones & Wang
U.S. Serial No. 09/358,654	CTCH-10810 CIT-2838	07/26/99	Thermally Initiated Polymerization Of Cyclic Olefins Using Ruthenium Or Osmium Vinylidene Complexes	Grubbs & Wilhelm
U.S. Serial No. 60/135,493	CIT-2993-P	05/24/99	Synthesis Of Ruthenium-Based Olefin Metathesis Catalysts Coordinated With 1,3-Disubstitute 4,5-Dihydro-(4,5-Disubstituted)-Imadazole-2-Ylidene Ligands	Grubbs & Scholl
U.S. Serial No. 60/142,853	CIT-3021-P	07/07/99	Imidazolidine-Based Metal Carbene Metathesis Catalysts	Grubbs & Scholl
U.S. Serial No. 60/127,469	CIT-2960-P	3/31/99 Filed by Fish & Richards	Novel Ruthenium Metal Alkylidene Complexes Coordinated With Triazolylidene Ligands That Exhibit High Olefin Metathesis Activity	Grubbs & Trnka

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**HITACHI PATENTS & PATENT APPLICATIONS**

Patent/ Serial No.	Ref. No.	Filing Date	Title	Inventor
PCT/JP99/02520	-	05/14/99	Resin Composition and Process for Producing Cured Article Using the Same	Aoki, Oshima, Numata, Kikuchi, Kawai, Yusa, Yamazaki, Chu, Tanaka & Inque
PCT/JP99/02164	-	04/23/99	Curable Molding Material and Method for Producing Molded Article	Sasaki, Aihara, Kimura, Yamazaki & Aoki
Japanese App. No. Hei-10-215494	-	07/30/98	A Process for Producing a Molded Product of a Crosslinked Polymer	info not provided
Japanese App. No. Hei-10-216616	-	07/31/98	A Process for Producing a Molded Product of Cycloolefin Polymer	info not provided
Japanese App. No. Hei-10-222512	-	08/6/98	A Process for Producing a Molded Product of a Crosslinked Polymer and a Method of Reinforcement or Repair of Matrix	info not provided
Japanese App. No. Hei-11-051667	-	02/26/99	An Electric/Electronic Part	info not provided
Japanese App. No. Hei-11-051668	-	02/26/99	A Cycloolefin Composition	info not provided
Japanese App. No. Hei-11-051736	-	02/26/99	A Cycloolefin Composition	info not provided
Japanese App. No. Hei-11-111593	-	04/20/99	An Electric/Electronic Part and a Process for Producing the Same	info not provided
Japanese App. No. Hei-11-137924	-	05/19/99	A Polymerization Process and a Polymer	info not provided
Japanese App. No. Hei-11-145073	-	05/25/99	A Process for Preparing a Molded Product	info not provided
Japanese App. No. Hei-11-148117	-	05/27/99	An Adhesive and a Bonding Method	info not provided
Japanese App. No. Hei-11-148121	-	05/27/99	A Polymeric Molded Product Which is Reversibly Shapevariable	info not provided
Japanese App. No. Hei-11-149847	-	05/28/99	A Resin Particle	info not provided

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Patent/ Serial No.	Ref. No.	Filing Date	Title	Inventor
Japanese App. No. Hei-11-149848	-	05/28/99	A Resin Composition	info not provided
Japanese App. No. Hei-11-149849	-	05/28/99	A Process for Preparing a Resin Particle	info not provided
Japanese App. No. Hei-11-150558	-	05/28/99	A Ring-open Polymer of Dicyclopentadiene Having a Functional Group at One End and a Process for Preparing the Same	info not provided
Japanese App. No. Hei-11-244219	-	08/31/99	A Cycloolefin Composition and a Molded Product	info not provided
Japanese App. No. Hei-11-244220	-	08/31/99	A Method of Storing a Metathetical Polymerization Catalyst	info not provided
Japanese App. No. Hei-11-249437	-	09/03/99	A Process for Manufacturing a Copper-clad Laminate	info not provided
Japanese App. No. Hei-11-244221	-	08/31/99	A Flame-retardant Resin Composition	info not provided
Japanese App. No. Hei-11-246902	-	09/01/99	A Metathetical Polymerization Catalyst Fluid	info not provided