

02-05-2002

/ER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable

record the attached original documents or copy thereof.

1. Name of conveying party

Cytec Technology Corp.
300 Delaware Avenue
Wilmington, Delaware 19801Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

101972612

2. Name and address of receiving party(ies)

Ciba Specialty Chemicals Water Treatments, Inc.
2301 Wilroy Road
Suffolk, Virginia 23439

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: November 1, 2000

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or Patent number(s): SEE LIST BELOW AND ALSO ATTACHED SCHEDULE

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

07/536,382 filed June 11, 1990
07/535,626 filed June 11, 1990
08/380,780 filed January 30, 1995

B. Patent No.(s)

4,968,435 issued November 6, 1990
5,152,903 issued October 6, 1992
5,167,766 issued December 1, 1992
5,171,808 issued December 15, 1992
5,274,055 issued December 28, 1993
5,340,865 issued August 23, 1994
5,354,801 issued October 11, 1994
5,393,827 issued February 28, 1995
5,431,783 issued July 11, 1995Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: JoAnn Villamizar
Ciba Specialty Chemicals Corp.
Internal Address: Patent Department
P.O. Box 2005
Street Address: 540 White Plains Road
City: Tarrytown State: NY ZIP: 10591

6. Total number of applications and patents involved: 12

7. Total fee (37 CFR 3.41).....\$480.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account and any other additional fees required.

8. Deposit account number:

03-1935

02/04/2002 DBYRME 00000183 031935 07536382

01 FC:581 480.00 CH

DO NOT USE THIS SPACE

9. 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.

David R. Crichton

Name of Person Signing

Reg. No. 37,300

Signature

OCT 19 2001

Date

11

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20501

REEL: 012530 FRAME: 0001

ASSIGNMENT OF PATENTS AND
PATENT APPLICATIONS TO PURCHASER

WHEREAS Cytec Technology Corp., a Delaware corporation and a wholly owned subsidiary of Cytec Industries Inc., hereinafter referred to as ASSIGNOR, owns certain Letters Patents and Patent Applications identified on Exhibit E-4-1 hereto (the "Letters Patents and Patent Applications") and inventions therein;

WHEREAS Ciba Specialty Chemicals Water Treatments, Inc., a New Jersey corporation, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest of ASSIGNOR in and to the Letters Patents and Patent Applications and the inventions therein;

WHEREAS ASSIGNOR and ASSIGNEE previously entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of August 31, 2000, among ASSIGNOR and ASSIGNEE, pursuant to which ASSIGNEE has agreed to purchase from ASSIGNOR certain assets and assume certain obligations of the Business, all as defined, more fully described in and subject to the terms and conditions set forth in the Asset Purchase Agreement;

WHEREAS ASSIGNEE has been granted the right to acquire such right, title and interest in and to the Letters Patents and Patent Applications and the inventions therein pursuant to the terms of the Asset Purchase Agreement;

WHEREAS ASSIGNOR desires to assign, subject to Section 6 below, its entire right, title and interest in and to the Letters Patents and Patent Applications and the inventions therein to ASSIGNEE pursuant to the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of good and valuable consideration received by ASSIGNOR from ASSIGNEE, the receipt of which is hereby acknowledged by ASSIGNOR:

1. Unless specified otherwise, capitalized terms herein shall have the defined meanings set forth in the Asset Purchase Agreement and, for convenience, such capitalized terms are set forth as follows:

- "Affiliate"
- "Cytec Entities"
- "Patents"
- "Solid-Liquid Separation Field"
- "Paper Retention and Drainage Applications"
- "Mitsui-Cytec"
- "Excluded Mitsui-Cytec Customers"
- "Mitsui-Cytec Agreements"
- "Polyflex"
- "Developmental Polyflex Products"

"Existing Polyflex Distribution Agreements"

"Assignment of U.S. Patents"

"Currently Sold"

"Application Know-How"

"Paper On-Machine Applications"

"Business"

"Medical Businesses"

"Agricultural Businesses"

"Closing Date"

"Asset Purchase Agreement"

2. ASSIGNOR hereby assigns, transfers and conveys forever to ASSIGNEE or an Affiliate of ASSIGNEE, subject to Section 6 below, its entire right, title and interest in and to the Letters patents (including reissues, divisions, continuations and the inventions thereof, and extensions thereof) and patent applications as set forth in Exhibit E-4-1 hereto;
3. ASSIGNOR covenants and agrees that at the request of ASSIGNEE it will promptly execute any other papers necessary to perfect or secure ownership of said inventions and said Letters Patents and Patent Applications in ASSIGNEE or an Affiliate of ASSIGNEE. ASSIGNOR agrees to cooperate with ASSIGNEE in executing proper assignment documents for recordation in any patent offices in respect of the Letters Patents and Patent Applications, said recordation to be done by and at the expense of ASSIGNEE.
4. ASSIGNEE covenants and agrees that as of the effective date of this Assignment, ASSIGNEE shall assume sole responsibility and discretion for all maintenance costs and all other costs and expenses associated with the Letters Patents and Patent Applications assigned herein, but excluding ASSIGNOR's internal costs and subject to ASSIGNOR's obligations for transitional services, as described in Section 5.20 of the Asset Purchase Agreement.
5. The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives and shall be binding upon ASSIGNOR, its successors, assigns and other legal representatives.
6. This Assignment is made subject to i) a retained perpetual and assignable right and license in the Cytec Entities (and its customers) to manufacture, have manufactured, use and/or sell, with the right to sublicense, under Patents assigned hereunder on a royalty-free, world-wide basis exclusively in the Solid-Liquid Separation Field and non-exclusively in all other fields outside of Paper On-Machine Applications; ii) the rights of Mitsui-Cytec, and the Excluded Mitsui-Cytec Customers under the Mitsui-Cytec Agreements and the rights and obligations of the Cytec Entities thereunder including the right of the Cytec Entities to

continue to make Polyflex and Developmental Polyflex Products therefor; iii) the rights of the Buckman Group and Hercules to promote, distribute, market and sell Polyflex under the Existing Polyflex Distribution Agreements and the rights and obligations of the Cytec Entities thereunder; and iv) the retained rights of American Cyanamid, if any, in the Medical Businesses and Agricultural Businesses and such other rights as described in the Assignment of U.S. Patents to Cytec Technology Corp. Agreement between American Cyanamid Company and Cytec Technology Corp., dated December 17, 1993, the Assignment of U.S. Patent Applications to Cytec Technology Corp. Agreement between American Cyanamid Company and Cytec Technology Corp., dated December 17, 1993, the Assignment of Foreign Patents and Patent Applications to Cytec Technology Corp. Agreement between American Cyanamid Company and Cytec Technology Corp., dated December 17, 1993 and two Supplemental Assignments of Patent and Patent Applications to Cytec Technology Corp. executed by American Cyanamid Company on December 6, 1994 and January 21, 1997, respectively, as more fully described in the Asset Purchase Agreement. In the event of any inconsistency, the terms in the Asset Purchase Agreement shall govern.

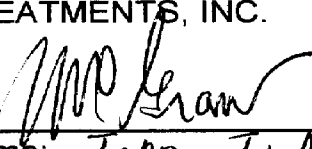
7. Except as provided in the Asset Purchase Agreement, ASSIGNOR disclaims any warranty with respect to validity, enforceability and/or maintenance fee payment with respect to any of the Letters Patents or Patent Applications.
8. In the event that it is found that Exhibit E-4-1 hereto contains inadvertent errors of omission or inclusion, ASSIGNOR and ASSIGNEE agree that it may be amended by mutual agreement by the addition or deletion of Letter Patents and Patent Applications.
9. This Assignment is to be effective as of the Closing Date as defined in the Asset Purchase Agreement.
10. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

IN WITNESS HEREOF, ASSIGNOR has hereunto affixed its corporate name and seal by its officer thereunto duly authorized as of the date below written.

CYTEC TECHNOLOGY CORP.

Acknowledged, Accepted, and Agreed to:

CIBA SPECIALTY CHEMICALS WATER
TREATMENTS, INC.

By: 
Name: John J. McGraw
Title: Vice President
Date: November 1, 2000

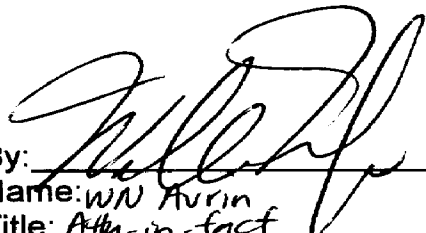
By: 
Name: W. N. Avrin
Title: Atty-in-fact
Date: 11/1/2000
mhr

EXHIBIT E-4-1**LIST OF PATENTS AND PATENT APPLICATIONS ASSIGNED**

<u>Case No.</u>	<u>Title</u>	<u>Country Code</u>	<u>Application No.</u>	<u>Patent No.</u>
31043-00	Charged Organic Polymer Microbeads in Paper	USA	07/536382	
31043-01		USA		5167766
		ARGE		247438
		ASTL		646441
		ATRA		E161910
		BELG		EP0462365
		BRAZ		[PI9101722-0]
		CANA	2044698-6	
		COLO		24596
		DENM		EP0462365
		DISC		
		EPC		EP0462365
		DISC	912924	
		FINL	912924	
		FRAN		EP0462365
		GBRI		EP0462365
		GERW		69128563.2
		ITAL		EP0462365
		KORS		189327
		JAP		JP2948358
		MEXI		174548
		NETH		EP0462365
		NEWZ		238402
		NORW		178441

<u>Case No.</u>	<u>Title</u>	<u>Country Code</u>	<u>Application No.</u>	<u>Patent No.</u>
31,043-01 (cont.)		SAFR		91/4628
		SPAI		2111543
		SWED		EP0462365
		SWIT		EP0462365
		TAIW		NI58340
		VENE	701/91	
31043-02		USA		5274055
31909-00	Compositions and Methods for Improving Performance During Separation of Solids from Liquid Particulated	USA		5431783
		ARGE		AR252971V1
		ASTL		673082
		ATRA		E166402
		BRAZ	PI9402819-2	
		CANA	2128173	
		COLO		25879
		DISC		
		EPC		EP0635602
		FINL	943408	
		FRAN		EP0635602
		GBRI		EP0635602
		GERM		69410361.6
		INDI		181702
		INDO		ID0002163
		ITAL		EP0635602
		JAPA	184124/94	
		KORS	17313/1994	
		MEXI		187992
		NETH		EP0635602

<u>Case No.</u>	<u>Title</u>	<u>Country Code</u>	<u>Application No.</u>	<u>Patent No.</u>
31909-00 (cont.)		PORT		EP0635602
		SPAI		2116493
		SWED		EP0635602
		SWIT		EP0635602
		TAIW		NI-096974
		VENE	1086-94	
31320-00	Cross-linked Anionic and Amphoteric Polymeric Micro- particles	USA	07/535626	
		ARGE		249892
		ASTL		638325
		ATRA		E139545
		BELG		EP0484617
		BRAZ		PI9101907-9
		CANA	2044021	
		COLO		(25364)
		DENM		EP0484617
		DISC		
		EPC		EP0484617
		FINL	912035	
		FRAN		EP0484617
		GBRI		EP0484617
		GERW		69120374.1-08
		GERW		G9117185.7
		ITAL		P0484617
		JAPA		3027623
		KORS		175302
		MEXI		170895
		NETH		EP0484617
		NEWZ		237837

<u>Case No.</u>	<u>Title</u>	<u>Country Code</u>	<u>Application No.</u>	<u>Patent No.</u>
31320-00 (cont.)		NORW		180682
		SAFR		91/2852
		SPAI		2089050
		SWED		EP0484617
		SWIT		EP0484617
		TAIW		NI-54647
		VENE	700/91	
31320-01	Cross-linked Anionic and Amphoteric Polymeric Micro- particles	USA		5171808
93071-00	Use of Vinylamine Polymers with Ionic, Organic Cross-linked Polymeric Microbeads in Paper Making	USA	08/380780	
31540-00	Preparation of High Solids Polymeric Microemulsions	USA		5393827
		ARGE		AR253068V1
		BRAZ	PI9403211-4	
		CANA	2117458	
		COLO		25882
		DISC		
		EPC		EP0638592
		FRAN		EP0638592
		GBRI		EP0638592
		GERM		69407233.8
		ITAL		EP0638592
		JAPA	206090/94	
		KORS	19842/1994	
		MEXI		186345
		NETH		EP0638592

<u>Case No.</u>	<u>Title</u>	<u>Country Code</u>	<u>Application No.</u>	<u>Patent No.</u>
31540-00 (cont.)		OIRT		EP0638592
		SPAI		2111816
		SWED		EP0638592
		TAIW		NI-074350
31541-00	Process for Producing Small Polymer Phase Droplet	USA		5354801
30736-01	Cross-linked Cationic Polymeric Micro- particles	USA		4968435
30736-06	Cross-linked Catianic Polymeric Microparticles	USA		5340865
30736-04	Cross-linked Catianic Polymeric Microparticles	USA		5152903