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To the Honorable Commissioner of Patents and Trademarks: Please record the

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reof.

1. Name of conveying party(ies):

Shell Oil Company

2. Name and address of receiving party(ies):

Name: Resolution Performance Products LLC

Address: 1600 Smith Street, 24th Floor

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

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

City: Houston

State/Prov.: Tx

Country:

ZIP: 77002

Execution Date: November 29, 2001

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

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

Patent Application No.

Filing date

B. Patent No.(s)

Please see attached
schedule

Additional numbers

☐ Yes ☒ No

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

Name: Michael R. Graif

Registration No. 47, 298

Address: 30 Rockefeller Plaza

City: New York

State/Prov.: NY

Country:

ZIP: 10112

6. Total number of applications and patents involved:

117

7. Total fee (37 CFR 3.41):.....\$ 4,680.00

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

8. Deposit account number:

03-1240

(Attach duplicate copy of this page if paying by deposit account)

02/07/2002 BYRNE 00000131 031240 4524161

01-FC-581 4680.00 CN

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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.

Michael R. Graif

Name of Person Signing

Signature

Dec. 18, 2001

Date

Total number of pages including cover sheet, attachments, and

11

ATTACHMENT B**SCHEDULE OF U.S. PATENTS AND PATENT APPLICATIONS****PART II**

Date Filed	Ser. #	Issue Date	Patent No.
15/08/1984	640915		4524161
15/09/1988	245958	12/06/1990	4933379
16/07/1984	631125		4599178
23/10/1980	199801		4316003
17/11/1980	207313		4310695
14/12/1981	330413		4397998
14/12/1981	330412		4396754
27/03/1984	594402		4503200
10/09/1987	096812	11/08/1992	5137990
30/06/1982	393974		4393181
28/02/1984	584429		4490511
30/07/1984	635984		4554342
24/12/1984	685506		4581436
26/07/1984	634831		4528356
30/06/1986	880260	24/11/1987	4708994
03/06/1992	892864	05/04/1994	5300595
15/02/1991	656399	18/02/1992	5089543
21/02/1991	658621	12/11/1991	5064913
14/07/1994	274949	02/01/1996	5480960
28/01/1993	010128	23/08/1994	5340890
06/05/1996	643196	22/04/1997	5623025
27/09/1990	588705	18/02/1992	5089658
13/05/1991	699439	20/10/1992	5157089
02/02/1983	462834	22/11/1983	4417010
29/10/1982	437706	27/12/1983	4423201
12/05/1983	493857	01/05/1984	4446256
11/04/1983	483981	08/05/1984	4447586
20/09/1984	652582	25/06/1985	4525542
20/09/1984	652581	03/09/1985	4539347
06/05/1985	730906		4608405
30/10/1986	925779	11/04/1989	4820740
19/06/1990	540396	24/12/1991	5075511
29/05/1987	055653	30/08/1988	4767832
31/12/1987	140012	08/08/1989	4855386
09/05/1989	349544	02/10/1990	4960956
17/04/1990	509839	19/02/1991	4994548

Date Filed	Ser. #	Issue Date	Patent No.
07/10/1988	255086	26/02/1991	4996279
17/01/1990	466179	02/10/1990	4960912
30/06/1988	213412	24/03/1992	5098496
23/06/1989	370507	26/11/1991	5068396
05/08/1991	740341	27/04/1993	5206411
20/03/1992	859636	30/09/1997	5672311
12/09/1989	405915	26/11/1991	5068268
07/06/1995	481722	20/05/1997	5630874
25/05/1994	248841	20/02/1996	5492722
30/10/1992	969654		5510497
24/11/1992	980835	14/12/1993	5270413
05/04/1995	417479	26/12/1995	5478599
30/12/1992	998835	10/05/1994	5310770
10/07/1992	911967	03/01/1995	5378798
06/02/1996	596059	13/06/2000	6075099
16/09/1996	715258	14/07/1998	5780555
23/09/1996	718614	05/05/1998	5746935
10/06/1998	095079		
10/08/2000	635909		
13/01/1998	006314	26/10/1999	5973052
08/03/1999	264434		
10/09/1998	767057	15/06/1999	5912282
31/12/1997	002270		
23/03/1999	002291	10/08/1999	5936046
31/12/1997	002271		
16/12/1996	767058	02/06/1998	5760337
16/12/1996	768056	10/03/1998	5726391
30/12/1998	223549		
11/11/1999	438735		
16/12/1996	768055	24/11/1998	5840215
31/12/1997	002290		
12/09/2000	660369		
10/06/1998	095090	03/10/2000	6127459
19/11/1999	443871		
29/11/1999	449870		
15/12/1998	212083		
17/07/1998	116923		
03/03/2000	518506		
17/07/1998	116922		
21/12/1999	469209		
23/06/2000	602398		
03/10/2000	XXX		
03/10/2000	XXX		
17/08/2000	641236		
17/02/1998	024756	22/08/2000	6107442
15/11/1995	559389	24/06/1997	5641856
04/01/1996	582855	14/04/1998	5739213

Date Filed	Ser. #	Issue Date	Patent No.
27/10/1997	958348	22/09/1998	5811198
06/02/1998	019544	21/12/1999	6005063
15/07/1999	354479		
18/04/1997	844128	20/10/1998	5824752
17/07/1998	118265	08/02/2000	6022931
16/09/1999	397280		
15/10/1997	950427		
24/11/1997	977011	09/02/1999	5869191
25/11/1997	978203		
27/04/1998	067373	04/01/2000	6011186
08/12/1999	457165		
06/02/1998	019545	14/12/1999	6001954
29/09/1999	408040		
25/02/1998	030111	09/11/1999	5981796
25/03/1998	048036		
22/06/1998	102983		
13/08/1998	133746		
29/10/1999	429791		
06/04/1999	286781	19/09/2000	6121389
29/06/2000	607062		
25/10/2000	696577		
31/10/2000	704007		
19/10/1999	421168		
23/09/1998	159810	30/05/2000	6069203
03/06/1998	590665	16/02/1999	5872196
27/02/1998	032892	04/05/1999	5900468
03/03/1998	033963	04/07/2000	6084039
03/04/1998	054578	19/10/1999	5969043
30/03/1998	050752		
27/05/1998	085209	16/05/2000	6063876
21/04/1998	063750	21/12/1999	6005060
27/07/1999	360963		
14/03/2000	525138		
11/09/2000	659548		

PATENT ASSIGNMENT

An AGREEMENT made between:

Shell Oil Company, a company incorporated under the laws of the State of Delaware and having its registered office at One Shell Plaza, 910 Louisiana Street, Houston, Texas 77002 ("**ASSIGNOR**");

and

Resolution Performance Products LLC (formerly known as Shell Epoxy Resins LLC), a company incorporated under the laws of the State of Delaware and having its registered office at 1600 Smith Street, 24th Floor, Houston, Texas 77002 ("**ASSIGNEE**").

WHEREAS, pursuant to the Intellectual Property Transfer and Licence Agreement ("**the IPTLA**") between Shell Epoxy Resins LLC (now known as Resolution Performance Products LLC, "**ASSIGNEE**"), and ASSIGNOR having an effective date of 1 November 2000 ("**the Effective Date**"), ASSIGNOR assigned to ASSIGNEE all of its right, title, and interest in and to:

- a) i) the patents and patent applications identified in the Schedule of Patents and Patent Applications in Attachment B; and ii) all patents issuing from such patent applications, and all re-issues, reexaminations and extensions of the patents identified in (i) and (ii) (collectively referred to as "**the U.S. Resins Patents**"); and
- b) all U.S. patent applications, including without limitation divisionals, renewals, substitutes, continuations, and continuations-in-part, which may later be filed based on
 - i) the U.S. Resins Patents; and/or
 - ii) the patent applications identified in the Schedule of Foreign Patents and Patent Applications in Attachment C ("**the Foreign Resins Patents**")

to the extent any of the claims of such U.S. patent applications cover inventions which Assignor had a right to license as of the Effective Date and which have been used in the Resins/Derivatives Field or which were developed or acquired for purposes of the Resins/Derivatives Business, and all patents issuing from such U.S. patent applications based on (i) or (ii) above, and all re-examinations and re-issues of such patents (all U.S. patent applications based on (i) or (ii) above and all patents issuing from such patent applications, and all reexaminations, reissues and extensions of such patents are collectively referred to as "**the U.S. Priority Resins Patents**")

the U.S. Resins Patents and the U.S. Priority Resins Patents being subject to a grant back by ASSIGNEE to ASSIGNOR of certain licenses.

WHEREAS, ASSIGNEE and ASSIGNOR desire to acknowledge the assignment by ASSIGNOR of all right, title and interest of ASSIGNOR in and to the U.S. Resins Patents and the U.S. Priority Resins Patents to ASSIGNEE;

WHEREAS, ASSIGNEE and ASSIGNOR desire to acknowledge the grant back by ASSIGNEE to ASSIGNOR of certain licenses under the U.S. Resins Patents and the U.S. Priority Resins Patents; and

WHEREAS, ASSIGNEE and ASSIGNOR desire to incorporate by reference herein certain definitions from the IPTLA, which definitions are set forth in Attachment "A";

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR has, effective 1 November 2000, assigned all of its right, title and interest to the U.S. Resins Patents and the U.S. Priority Resins Patents, for the life of all patents encompassed in the U.S. Resins Patents and/or the U.S. Priority Resins Patents, and ASSIGNEE has, effective 1 November 2000, granted back to ASSIGNOR:

- (a) an irrevocable, transferable, fully paid-up, perpetual, exclusive licence, subject to the rights of Third Parties, with the right to grant sub-licences, to practise outside the Resins/Derivatives Field inside of the United States the inventions claimed in the U.S. Resins Patents and the U.S. Priority Resins Patents and to conduct research and development in support thereof, and
- (b) an irrevocable, transferable, fully paid-up, perpetual, non-exclusive licence in the Resins/Derivatives Field inside of the United States in the inventions claimed in the U.S. Resins Patents and the U.S. Priority Resins Patents, with the right to grant sub-licenses to:
 - (i) manufacture, use and sell refinery products including fuels, lubricants, bituminous compositions and chemical feedstocks, and conduct research and development in support thereof, and
 - (ii) use and sell Products in connection with operations for the exploration for and production of oil, gas and other minerals, and conduct research and development in support thereof,

wherein the definitions of Products, Resins/Derivatives Field, Resins/Derivatives Business, Conventional Resins Applications, Associate and Third Party are attached hereto as Attachment A.

Each of the ASSIGNOR and the ASSIGNEE acknowledge their respective obligations in Clause 2.9 of the IPTLA to, inter alia, arrange for the execution and delivery of any other assignment documents or other instruments necessary to effectuate any aspects of the assignments or licenses set forth in the IPTLA upon written request from the other.

ASSIGNOR acknowledges its obligation in Clause 2.7 of the IPTLA to procure that, to the extent that any U.S. Resins Patents are in the name of an Associate of SOC or SIRM or an Associate of SIRM, the holder assigns or licenses to ASSIGNEE the rights in such U.S. Resins Patents envisaged by Clause 2 of the IPTLA and that such holder shall comply with the terms of Clause 2 of the IPTLA.

This Patent Assignment Agreement shall inure to the benefit of ASSIGNEE, its successors and assigns, and may be assigned by ASSIGNOR or ASSIGNEE to an assignee of the IPTLA, but may not otherwise be assigned by either ASSIGNOR or ASSIGNEE without the written consent of the other. Any unauthorized assignment of the Patent Assignment Agreement shall be void ab initio.

The ASSIGNOR acknowledges that, pursuant to the IPTLA, it has granted the said ASSIGNEE the right to file patent applications encompassed in the U.S. Priority Resins Patents.

The ASSIGNOR and ASSIGNEE hereby request that the Commissioner of Patents of the United States issue or transfer all U.S. Resins Patents and all U.S. Priority Resins Patents to the said ASSIGNEE, as ASSIGNEE of the right, title and interest described herein.

AS WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate at the places and on the dates indicated below.

Signed at Houston, Texas,

this 9 day of July, 2001

Richard F. Smith

For SHELL OIL COMPANY

Signed at Houston, TX

DVE
this 29th day of November, 2001

[Signature]

For RESOLUTION PERFORMANCE PRODUCTS LLC

ATTACHMENT A

DEFINITIONS

"Associate" in respect of ASSIGNEE means, through the Effective Date, Shell Epoxy Resins, Inc., a company incorporated under the laws of Delaware, Shell Epoxy Resins Research B.V., a company incorporated under the laws of the Netherlands, and, after the Effective Date, any company controlling, controlled by or under common control with ASSIGNEE, provided, however, Associates in relation to ASSIGNEE shall not include at any time ASSIGNOR or any of its Associates or SIRM or any of its Associates or any portfolio companies of Apollo Management IV, L.P. and its affiliates other than Shell Epoxy Resins Inc. and subsidiaries of Shell Epoxy Resins Inc.

"Associate" in relation to ASSIGNOR means any company which is at the time in question directly or indirectly associated with ASSIGNOR, provided that Associate shall not mean ASSIGNEE or an Associate of ASSIGNEE or SERR or an Associate of SERR.

For the purposes of the above definitions, a particular company is:

- (i) directly associated with a company or companies if the latter holds/hold shares carrying more than fifty per cent (50%) of the votes exercisable at a general meeting (or its equivalent) of the particular company; and
- (ii) indirectly associated with a company or companies (hereinafter called "the Parent Company or Companies") if a series of companies can be specified, beginning with the Parent Company or Companies and ending with the particular company, so related that each company of the series, except the Parent Company or Companies, is directly associated with one or more companies earlier in the series.

"Conventional Resins Applications" means coatings and adhesives, provided, however, that this term shall not mean wood glue applications.

"Products" means:

- (a) mono- or polyglycidyl ethers or esters having an epoxide content from 10 to 9000 mmol/kg and prepared from compounds bearing one or more optionally substituted or hydrogenated phenolic hydroxyl groups or aliphatic or cycloaliphatic mono- or polyalcohol or mono-or polycarboxylic acid, and epihalohydrin in the presence of an acid or a base catalyst, or from (bis)carbonate ester precursors or di-alpha glycol compound precursors; adducts and derivatives of such polyglycidyl ethers or esters; epoxidized vegetable oils prepared by peracid epoxidation; naturally occurring epoxidized oils; and epoxidized bis allylether of bisphenol acetone prepared by epoxidation via either peracid epoxidation or reaction with hydrogen peroxide.

- (b) aqueous stabilized dispersions of any of mono- or polyglycidyl ethers and esters, adducts and derivatives thereof, liquid or semi-solid polyester oligomer, acrylics, polyurethanes, glycidated polyols and halogenated polyol adducts;
- (c) epihalohydrin; allylhalide; inorganic byproducts of the reaction of propene and halogens, including halogenated mineral acids and calcium halides; and the direct organic byproducts of the reaction of propene and halogens;
- (d) polyphenolic compounds, halogenated or hydrogenated derivatives thereof and alkyl-substituted polyphenolic compounds, derived from mono- and polynucleic phenols (or mono- or polynucleic alkyl-substituted phenols) and/or ketones, aldehydes, dicarbonyls or compounds containing two or more double or triple bonds;
- (e) alpha-, alpha-branched tertiary mono- and poly-carboxylic acids having from 5 to 19 carbon atoms, prepared from CO, water and alkene, or CO and an alkanol; the glycidyl ester and vinyl ester derivatives respectively of said alpha-, alpha-branched tertiary mono- and poly-carboxylic acids, prepared from said acids with epihalohydrin in the presence of a base catalyst, or from said acids and acetylene in the presence of a catalyst; and the derivatives of said alpha-, alpha-branched tertiary mono- and poly-carboxylic acids prepared via modification of their acid function;
- (f) polyesters prepared from a mono-, a di- and/or a tri-functional aliphatic, ethylenically unsaturated or cycloaliphatic carboxylic acid or anhydrides thereof, optionally mixed with a mono-, di- and/or tri-functional aromatic carboxylic acid or anhydrides thereof, and mono-, di-, tri- and/or tetra functional alcohol, and optionally a hydroxy-acid and/or a dihydroxy-acid, said polyester containing as functional groups mainly secondary and/or tertiary carboxylic groups or primary and/or secondary alcohols in pendant and/or terminal position, and the corresponding polyglycidyl esters or epoxidized esters thereof, and having a number average molecular weight of up to 10,000 g/mol;
- (g) amine, acid (including acid anhydride) and/or phenol based curing agents for epoxy resins, which are compounds having two or more amine, acid and/or phenolic functionalities per molecule and which may be optionally end-capped or adducted or blended with acids, substituted phenols, epoxies, aldehydes, tertiary amines and/or phenols, and imidazoles, and aqueous stabilized dispersions of such amine, acid and/or imidazoles; excluding (i) any compounds derived from optionally hydrogenated polymers of one or more of isoprene, butadiene and styrene, having a total (or, in the case of radial or star polymers, arm) number average molecular weight between 1000 and 35,000, as determined by gel permeation chromatography using polystyrene calibration standards, and (ii) alternating polymers of CO and olefinic monomers;
- (h) polyamides having two or more amine groups produced by condensation of one or more mono- and/or polyfunctional acids or anhydrides thereof with a

polyamine, which polyamides have a number average molecular weight of up to 10,000 g/mol;

- (i) mono- or polyfunctional amines containing glycidyl groups substituted on nitrogen;
- (j) blends of the polyglycidyl ether products of part (a) of this definition of Products or the polyamide products of part (g) with acrylates, methacrylates, polyacrylates and/or styrene;
- (k) organic compounds containing two or more cyanate ($-O-C\equiv N$) groups within each molecule, linked to an aliphatic or aromatic structure containing more than 2 but not more than 200 carbon atoms, derived from polyphenolic compounds and cyanogen halides;
- (l) compounds containing at least two acetylenic ($-C\equiv C-$) groups per molecule and containing at least 10 but not more than 200 carbon atoms per molecule, derived from polyphenolic compounds and propargyl halides;
- (m) dimers of an optionally halogenated cyclobutene compound having up to thirty (30) carbon atoms, in which the cyclobutene compound is fused with an aromatic or cycloaliphatic ring, which dimers are linked through at least one divalent linking group; esters or ethers of the reaction products of such an optionally halogenated cyclobutene compound with a product as described in parts (a) or (d) of this Products definition; and copolymer of one or more of such optionally halogenated cyclobutene compounds and one or more aryl compounds;
- (n) [Intentionally left blank.]
- (o) at least partly furanised linear CO/olefin polymer, as such or in combination with a maleimide crosslinking agent, in which furanised CO/olefin polymer monomer units originating from CO alternate with olefinic monomer units, for making or for use as a cross-linked resin which is thermo-reversible at a temperature above 50C, manufactured by furanising a low molecular weight polyketone, as described in part (p) below; and
- (p) low molecular weight polyketone, which is a linear CO/olefin polymer in which monomer units originating from CO alternate with olefinic monomer units, said polymer being amorphous, having a crystalline melting point of less than 150C, and having a limiting viscosity number of less than 0.6 dl/g, measured in m-cresol at 60C.

"Resins/Derivatives Business" means for purposes of this Intellectual Property Transfer and License Agreement that business carried out in the Resins/Derivatives Field by or for Shell Chemical Company or SER for the manufacture of Products and for the marketing and sale of Products so manufactured, together with research and development activities in the Resins/Derivatives Field in support thereof, in each case within two (2) years prior to the Effective Date.

"Resins/Derivatives Field" means the manufacture, use or sale of Products, including research and development in support thereof, provided, however, in respect of any and all Products, Resins/Derivatives Field excludes:

- (a) use and/or sale of the Products of part (g) of the Products definition for any purpose other than as curing agents;
- (b) use and/or sale of Products of part (p) of the Products definition for any purpose other than Conventional Resins Applications;
- (c) manufacture of Products of part (p) of the Products definition for all purposes other than as an intermediates in the preparation of Products of part (o) of that definition; and
- (d) combining any of the vinyl esters of part (e) of the definition of Products with a silicate in a composition intended for use as binder for polymer particles containing at least ninety percent (90%) by weight, based on weight of the particles, of a polymer containing at least 90% by weight of polymerised styrene, and to sell and use such combinations (and to conduct research and development in support thereof); and
- (e) manufacture, use and/or sale of (and research and development in support thereof for) any of the following:
 - (i) additive components alone or in combination ("Additives") intended for use in any one or more of the following applications:
 - (A) formulating finished lubricants or lubricant additive packages of any kind;
 - (B) formulating finished fuels or fuel additive packages of any kind;
 - (C) formulating hydraulic fluids;
 - (D) formulating power transmission fluids;
 - (E) dewaxing lube oil;
 - (F) transporting crude oil; and
 - (ii) intermediates ultimately intended for use in manufacturing Additives for use in any one or more of the applications specified in part (e)(i) above.

"Third Party" means any person other than ASSIGNOR or its Associates or ASSIGNEE or its Associates. For avoidance of doubt, SIRM and its Associates and SERR and its Associates are Third Parties for purposes of this Assignment.