

03-04-2002

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DOCKET: M 6384 OS/CR&A (FPG)
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and Trademarks: Please record the

1. Name of conveying party(ies):
Shallesh SHAH
Anbazhagan NATESH
Joseph MULVEY *2-12-02*
Ronald C. LaFreeda
Gaetano D. DeAngelis
Ronald T. CASH, Jr.

2. Name and address of receiving party (ies):
Name: Cognis Corporation (Cognis Corp.)
Internal Address: _____

Additional names(s) or conveying party(ies) attached? Yes No

3. Nature of Conveyance:
 Assignment Merger
 Security Change of Name Agreement
 Other
Execution Date: 05/17/00

Street Address: 2500 Renaissance Boulevard, Suite 200
City: Gulph Mills State PA Zip 19406
Additional name(s) & addresses attached? Yes No

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is:
A. Patent application No. (s)
09/467,585

B. Patent No (s).
Additional numbers attached? Yes No

5. Name and Address of party to whom correspondence concerning document should be mailed:
Name: Cognis Corporation
Internal Address: Patent Department
Attention: John E. Drach
Street Address: 2500 Renaissance Blvd.-Suite 200
City Gulph Mills State PA ZIP 19406

6. Total number of applications and patents involved: [1]
7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
50-1177 (Order No. 02-0009)

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.

Henry E. Millson, Jr. (Reg. No. 18,980)
Name of Person Signing

Henry E. Millson, Jr.
Signature

January 9, 2002
Date

Total Number of pages including cover sheet, attachments and document: [14]

OMB No. 0651-0100 (EXP. 4/94)

Do not detach this portion
Mail documents to be recorded with required cover sheet information to:

03/01/2002 GTDN11 00000160 501177 09467545
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Washington, D.C. 20231

PATENT
REEL: 012615 FRAME: 0951

Case M 6384 CG/FPG/CR&A

A S S I G N M E N T

WHEREAS, we, Shailesh Shah, Anbazhagan Natesh, Joseph Mulvey, Ronald C. LaFreeda, Gaetano D. DeAngelis and Ronald T. Cash, Jr., residing at 1704 St. Georges Road, Dresher, PA 19025; 120 Kent Drive, North Wales, PA 19454; 109 Field Terrace, Lansdale, PA 19446; 2434 Butler Pike, Plymouth Meeting, PA 19462; 3609 Fairchild Street, Alburdis, PA 18011 and 84 Woodview Lane, North Wales, PA 19454; respectively, have made an invention in: POLYAMINES AND COATING COMPOSITIONS WITH ENHANCED RESISTANCE TO YELLOWING, and are about to make application for United States Letters Patent therefor, the same being executed by us on the 17th day of May, 2000 and _____ day of _____, 20____.

AND, WHEREAS, Cognis Corporation, a corporation organized and existing under the laws of the State of Delaware and having an office and a place of business at Gulph Mills, Pennsylvania, is desirous of acquiring the entire interest in said application and in any Letters Patent which may issue thereon;

NOW, THEREFORE, be it known that for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, we do hereby sell, assign, and transfer unto the said Cognis Corp., its successors, assigns, and legal representatives all right, title and interest in and to said invention and any improvements thereon for all countries of the world, and in and to said application, including the right to claim priority under the International Convention based on said patent application, and any patent which may issue thereon, and all right, title and interest in and to every patent application filed or to be filed on said invention in any other country, including renewals, revivals, continuations and divisions thereof, and any substitute applications therefor, and any and all patents which may issue thereon, and any reissues and extensions of the same; and we hereby authorize and request competent authorities to grant and issue any and all patents on said invention to the said COGNIS CORPORATION as the assignee of the entire interest therein; and we further agree to execute upon

Henkel

* EMPLOYER/EMPLOYEE AGREEMENT

De Angelis, Gaetano D
Employee's Name (Last, First, Middle)

The term EMPLOYER as used in this Agreement shall mean any of the following by which I have been, am, or may hereafter be employed: (i) Henkel Corporation, a corporation of Delaware having its office in Ambler, Pennsylvania, (ii) any of its existing subsidiaries, and (iii) any subsidiary which may be hereafter formed or acquired by Henkel Corporation.

EMPLOYER is engaged in the development, manufacture and sale of a variety of products based upon experimental and inventive work, and has accumulated much information, not generally known, relating to EMPLOYER'S existing and contemplated products, manufacturing procedures, methods, machines, compositions, technology, formulas, trade secrets, know-how, research and development programs, sales methods, customer lists, customer usage and requirements, and "Inventions" as hereafter defined; all of which is hereafter referred to as "Confidential Information."

The term "Inventions" means discoveries, improvements and ideas (regardless of whether or not patentable) relating to any part of the business or activities of EMPLOYER.

The term "Competitor" means any person, firm or organization (or division thereof) engaged in or about to become engaged in research on or the production and/or sale of any product with which my work for EMPLOYER has been directly concerned, or with respect to which I have acquired Confidential Information by reason of my employment with EMPLOYER.

I am employed or desirous of being employed by EMPLOYER in such capacity that, whether or not engaged directly in manufacturing, sales, or research and development activities, by the nature of my duties I have or expect to become informed of Confidential Information and have contributed or may contribute thereto.

In consideration of and as part of the terms of my employment and/or continued employment (as the case may be), and the payment of compensation to me therefor by EMPLOYER during such time as may be mutually agreeable to myself and EMPLOYER, I agree that:

(1) During the term of my employment, I will not undertake any other work or employment for personal gain without the prior written approval of my EMPLOYER. Also, it is understood that I will not accept any monies, gratuities, commissions, bonuses, or other forms of remuneration from any other company or individuals who manufacture or sell or merchandize products in our allied field of business, without the express written approval of my EMPLOYER.

(2) I agree that (except as required in my duties to EMPLOYER) I will not at any time directly or indirectly use for the benefit of anyone other than EMPLOYER, nor disclose to others, any Confidential Information without first obtaining the written consent of EMPLOYER to do so, unless and until such information shall have been fully and accurately disclosed in a printed publication which has been made available to the public.

(3) With respect to all Inventions made or conceived by me (either solely or jointly with others) during the period of my employment by EMPLOYER; and with respect to Inventions made or conceived by me (either solely or jointly with others) within one (1) year after termination of such employment which utilized Confidential Information to which I shall have had access during my employment by EMPLOYER:

(a) I will promptly and fully inform EMPLOYER in writing.

(b) I will and hereby do assign to Henkel Corporation or to such subsidiary corporation as it may designate, all of my rights to all such Inventions, and to all Applications for Letters Patent and Letters Patent granted thereupon covering all such inventions.

(c) I will promptly upon request by EMPLOYER (without charge to EMPLOYER but at the sole expense of EMPLOYER) execute, acknowledge and deliver to EMPLOYER such written instruments and do such other lawful acts as may be necessary in the opinion of EMPLOYER and/or its Counsel, to obtain and maintain Letters Patent and to vest the entire right, title and interest thereto in Henkel Corporation or in such subsidiary corporation as it may designate.

(4) Records of Confidential Information prepared by me or which come into my possession during my employment by EMPLOYER are and shall remain the property of EMPLOYER, and if and when my employment by EMPLOYER shall terminate, all such records and all copies thereof, shall be left with EMPLOYER.

(5) I will at no time hereafter assert any rights under any Invention as having been made or acquired by me prior to my employment by EMPLOYER, except as follows:

IF THERE ARE NO EXCEPTIONS LISTED, IT IS UNDERSTOOD THERE ARE NONE.

(Page 1 of 2 Pages)

(6) In addition to and independent of the other provisions of this Agreement, I further agree that I will not, for a period of two (2) years from the date of termination of my employment, render services directly or indirectly to any Competitor in connection with the sale, research, development, merchandizing or promotion of Competitive Products to any customer of EMPLOYER.

(7) In addition to the other provisions of this Agreement, I further agree that, if my employment with EMPLOYER has been directly connected with a commercial product of EMPLOYER, I will not, for a period of two (2) years from the date of the termination of my employment, render services directly or indirectly, to any Competitor, except that I may accept employment with a Competitor whose business is diversified, and which, as to part of its business, is not a Competitor, provided EMPLOYER shall receive, prior to my employment, reasonable assurance that I will not be expected or required to render services directly or indirectly to any part of such organization which is a Competitor, and/or, if my work for EMPLOYER has not been directly connected with a commercial product, I agree that I will not for such two (2) year period render services, directly or indirectly, to any person or organization wherein my duties would be directly related to the work assigned to me by EMPLOYER as evidenced by records of EMPLOYER, e.g. notebooks, reports and sale records; provided, however, that in the event I am unable to obtain employment consistent with my technical qualifications solely because of the provisions of this Paragraph 7 and not because of any restrictions otherwise imposed by law, the provisions of this Paragraph shall be binding upon me only for so long as EMPLOYER shall make payments to me equal to my monthly base pay at termination (exclusive of extra compensation or other employee benefits) for each month in which I shall notify EMPLOYER in writing setting forth my efforts to obtain such employment and advising that although I conscientiously sought such employment, I have been unable to obtain the same solely because of the provisions of this Paragraph 7.

EMPLOYER'S obligation to make or continue the monthly payments herein specified shall terminate upon by obtaining employment, and I will promptly give written notice of such employment to EMPLOYER.

EMPLOYER may at any time relieve itself of the obligation to make or continue the payments herein provided:

- (a) By giving me written permission to accept available employment with a specific prospective employer, or
(b) By giving me a written release from all obligations under this Paragraph 7.

EMPLOYER'S obligation to make the monthly payments herein specified shall in no event continue for more than 24 months immediately following termination of my employment with EMPLOYER, and in no event shall EMPLOYER be liable, under this Agreement, or any action relating thereto, for any amount greater than the aggregate of said monthly payments.

All payments due me hereunder shall be made in accordance with EMPLOYER'S established regular procedures.

(8) Paragraphs (6) and (7) hereof are separate and divisible, one from the other. Upon written notice by me to EMPLOYER that I desire to accept employment with a Competitor, naming him or it, EMPLOYER will promptly advise me whether it will waive the requirements of either Paragraph 6, or Paragraph 7, or both of them (without waiving other paragraphs or provisions of this Agreement).

(9) If any covenant or other provision of this contract is invalid, illegal, or incapable of being enforced, by reason of any rule of law or public policy, all other conditions and provisions of this contract shall remain in full force and effect unless otherwise expressly provided herein. Should any provision of any covenant or condition of this contract be held unreasonable or illegal by reason of any rule of law or public policy, the reasonable and legal provision which would most nearly conform to the unreasonable or illegal provision shall be deemed to be in effect between the parties.

(10) I agree to provide EMPLOYER with thirty (30) days' written notice of my intention to terminate my employment.

(11) I agree that all my obligations under this Agreement shall be binding upon my heirs, assigns, and legal representatives and all my rights hereunder may be asserted against Henkel Corporation or any of its subsidiaries by whom I was at any time employed; all rights of EMPLOYER hereunder may be asserted by Henkel Corporation or any of its subsidiaries by whom I was at any time employed.

(12) The law of the State of Delaware, United States of America, shall govern this Agreement insofar as such law exists and can be applied in the jurisdiction where adjudication may be sought.

(13) It is understood that upon acceptance by EMPLOYER as above provided, this instrument supercedes any former written agreement heretofore executed by me relating generally to the subject matter of this Agreement.

(14) I agree the provisions of this Agreement shall be applicable commencing with the date of my employment with EMPLOYER.

Dated: 29 Nov 89

Employee's Signature (Handwritten: Gustav DeAngelis) SEAL

Employee's Home Address (Handwritten: RD #1 - Box 340)

City, State, Zip Code (Handwritten: Allentown, PA 18011)

Accepted for EMPLOYER at Ambler, Pennsylvania, United States of America, this 29th day of November, 1989.

(Signature of Authorized Representative) (Handwritten: M.R. Salway)

HENKEL CORPORATION
EXITING EMPLOYEE SIGN-OFF SHEET

Key de Ungells

The following sign-off sheet must be completed for all exiting employees. Please place an R in the appropriate space when the item is returned. If a particular item distributed to the exiting employee is not returned, please indicate by putting an NR in the space next to the item. If an item was not distributed to the employee, indicate by putting N/A (not applicable) in the appropriate space.

	Returned	Signed + Date		Returned	Signed + Dated
I.D. Card	<input checked="" type="checkbox"/>	<i>6/25 epq</i> HR	Company Car/Keys	<input type="checkbox"/>	N/A HR
Salary Advance	<input type="checkbox"/>	N/A HR	Office Keys	<input type="checkbox"/>	N/A HR
Office Equipment	<input type="checkbox"/>	<input type="checkbox"/>	Check Lab Books Signed & Dated	<input type="checkbox"/>	Supervisor
Data Files & Proprietary Information (Safety Manual)	<input type="checkbox"/>	Supervisor	Return Lab Books Library Material	<input type="checkbox"/>	
Credit Cards	<input checked="" type="checkbox"/>	<i>6/25 epq</i> HR	Law Dept. Notified	<input type="checkbox"/>	
Laboratory work area cleaned	<input type="checkbox"/>	Supervisor	Acctg. Dept. Notified	<input type="checkbox"/>	
Chemicals, chemical samples clearly identified for retention or disposal. All materials labeled to HMIS, waste disposal standards	<input type="checkbox"/>	Supervisor	MIS Dept. Notified (Password Returned)	<input checked="" type="checkbox"/>	<i>e-mail dean 1538 2222 - Computer code</i>
Lab Coats Returned	<input type="checkbox"/>		Other (Specify)	<input type="checkbox"/>	
			Office Services Notified	<input type="checkbox"/>	HR

The above information is accurate and all Henkel property distributed to me has been returned or otherwise indicated above.

<p>I acknowledge receipt on this date of a full copy of the two page Henkel Corporation Employer/Employee Agreement originally signed by me on <u>11-29-89</u> I acknowledge review today of the content of the document and agree to abide by its terms and conditions.</p>
--

[Handwritten Signature]
Employee Signature

25 June 88
Date

Supervisor Signature

Date

Exit Interview Date

Return the completed form with appropriate signatures to the Human Resources Department in Arrbler on or before the employee's termination date.

Turczyn Law Offices

1711 HAMILTON STREET
ALLENTOWN, PA 18104-5697
(610) 432-7600

THOMAS J. TURCZYN

Fax: (610) 432-7390

May 30, 2000

Aaron R. Ettelman, Esquire
Patent Law Dept. Cognis Corp.
2500 Renaissance Boulevard
Suite 200
Gulph Mills, PA 19406

**Re: Gaetano D. DeAngelis/International Patent Appl.
Your ref. No.: M 6408 CG/OS/IR & A
Case M 6384 CG/FPG/CR & A; Title: Polyamines &
Coating Compositions**

Dear Mr. Ettelman:

I received your letter of May 1, 2000 concerning the International Patent Application, a copy of which I sent to my client for review. In the interim, I was out of the country for ten days and upon return I met with Mr. DeAngelis. When we conferred, Mr. DeAngelis gave me a letter, dated May 10, 2000 sent to him by Rose A. Stowe for Henry E. Millson, Jr. concerning Case M 6384.

This firm represents Mr. DeAngelis in all matters concerning Cognis (formerly Henkel) Corporation and I would greatly appreciate it if all correspondence and phone calls are sent directly to me and not to my client.

Initially, I received a letter from Mr. Glenn E.J. Murphy, then senior patent attorney with Henkel Corp., dated November 2, 1999 which included several enclosures, one of which was a general release that he requested Mr. DeAngelis to sign. In my conversations with Mr. Murphy, I indicated that Mr. DeAngelis was not inclined to sign the general release and Mr. Murphy then requested that we forward all the documents back to him, which was done on November 29, 1999. It was my understanding at that time, that Henkel Corporation would proceed to conclude the patent application without Mr. DeAngelis's signature.

May 30, 2000

The recent correspondence to me and my client suggests to me that you believe that you cannot proceed without his signature and therefore are seeking his assistance. As I told Mr. Murphy, my client is not happy with the unprofessional treatment he received from Henkel Corporation. Since July 2, 1998, he has been totally involved in a search for employment with another chemical firms. As you might imagine, his search has not been successful, and he has been forced to taken positions that you and I would not take unless we were destitute. As a result, even if he were inclined to cooperate with your client, the time that he has available to review the paperwork which you forwarded is extremely limited. Even if he were inclined to offer the assistance your client now seeks, he would have to review, in detail, the documentation you sent and he would have to make certain that he fully understands all the technical intricacies thereof and ultimately executes two patent applications, one domestic and the other international. Merely affixing his signature to an array of papers is not advisable. Consequently, the burden of re-educating himself in a field from which he has been absent approximately two years, will require considerable time, effort, expense and may even involve discussions with other staff chemists should questions arise. Please note, for personal reasons, Mr. DeAngelis, if he were to make the sacrifice of time, effort and expense, would not participate in any discussions with the prevailing management that irrevocably severed him.

If your client is willing to discuss reimbursement to him for these expenses, I am certainly willing to discuss the matter with you. I am faxing this letter on May 30, 2000 to your office at 610-278-6548 and mailing this letter as well.

If your client is not willing to discuss this matter, please advise and then we will return all of the documents to you no later than Wednesday, May 31, 2000. I will await to hear from you.


THOMAS J. TURCZYN

TJT:kja

Sent by Facsimile and First Class Mail

cc: Gaetano DeAngelis