

03-08-2002



10/30/00

102010302

To the Honorable Assistant Commissioner for  
documents or copy thereof.

Record the attached original

1. Name of conveying party(ies):

Sherman Howell Creed, Rey A. Elizondo,  
Robert Leland Frenkel, Lloyd F. Hay,  
and Wesley W. Walter

Additional name(s) of conveying  
party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

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

Execution Date: October 24 and 26, 2000

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

Name: FMC Corporation  
Internal Address: \_\_\_\_\_

Street Address: 200 East Randolph Drive  
City: Chicago, Illinois  
Country U.S.A. Zip: 60601  
Additional name(s) & address(es) 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:  
October 24 and 26, 2000

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

09/703173

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

Name: ROBERT B. CHICKERING, ESQ.  
Internal Address: FLEHR HOHBACH TEST  
ALBRITTON & HERBERT LLP

Street Address: SUITE 3400  
FOUR EMBARCADERO CENTER  
City: SAN FRANCISCO  
State: CA Zip: 94111-4187

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/DEFICIENCIES ONLY

8. Deposit account number: 06-1300

Please debit any underpayment or credit any  
overpayment to the above deposit account.

Our Order No. A-66584-2/RBC

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.

ROBERT B. CHICKERING  
Name of Person Signing  
Reg. No. 24,286

*Robert B. Chickering*  
Signature

10/30/00  
Date

Total number of pages including cover sheet, attachments and document: [ 7 ]

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:  
Assistant Commissioner for Patents and Trademarks, Box Assignments  
Washington, DC 20231

File No. A-66584-2/RBC

Rev. 8/93 (1034057)

11/03/2000 VYANG1 00000017 09703173

03 FC:581

40.00 DP

PATENT  
REEL: 012638 FRAME: 0009

ASSIGNMENT

WHEREAS, the undersigned,

(1) SHERMAN HOWELL CREED, (2) REY A. ELIZONDO,  
(3) ROBERT LELAND FRENKEL, (4) LLOYD F. HAY,  
(5) WESLEY W. WALTER,

(hereinafter termed "Inventors"), residents of

(1) FRESNO, (2) FRESNO,  
(3) FRESNO, (4) OAKDALE,  
(5) MADERA,

respectively, Counties of

(1) FRESNO, (2) FRESNO,  
(3) FRESNO, (4) STANISLAUS,  
(5) MADERO,

respectively, States of

(1) CALIFORNIA, (2) CALIFORNIA,  
(3) CALIFORNIA, (4) CALIFORNIA,  
(5) CALIFORNIA,

respectively, have invented certain new and useful improvements in PEEL MATERIAL pH LEVEL ADJUSTMENT PROCESS AND APPARATUS and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention; and

WHEREAS, FMC CORPORATION a corporation of the State of DELAWARE, having a place of business at 200 EAST RANDOLPH DRIVE, CHICAGO 60601, State of ILLINOIS, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on

said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this

(1) 24th day of October, 2000, (2) 24th day of October, 2000,  
(3) 24th day of October, 2000, (4) 26th day of October, 2000,

(5) 24th day of October, 2000, respectively.

County of Madera  
State of California

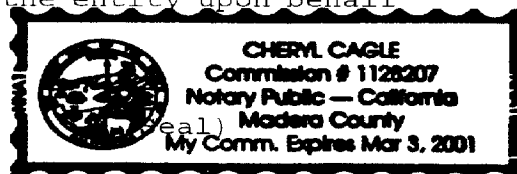
(1) Sherman Howell Creed  
SHERMAN HOWELL CREED

On this 24 day of October, in the year 2000, before me,  
Cheryl Cagle, Notary Public of the State of  
Calif., personally appeared (1) SHERMAN HOWELL CREED,  
personally known to me (or proved to me on the basis of satisfactory evidence)  
to be the person whose name is subscribed to the within instrument, and  
acknowledged that he executed the same in his authorized capacity(ies), and  
that by his signature on the instrument the person, or the entity upon behalf  
of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Cheryl Cagle



County of MADERA  
State of CALIFORNIA

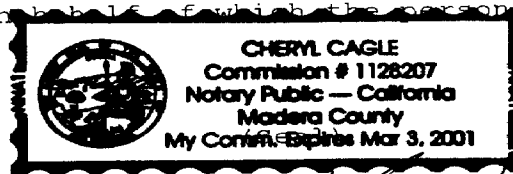
(2) Rey A. Elizondo  
REY A. ELIZONDO

On this 24 day of October, in the year 2000, before me,  
Cheryl Cagle, Notary Public of the State of  
Calif., personally appeared (2) REY A. ELIZONDO, personally known  
to me (or proved to me on the basis of satisfactory evidence) to be the person  
whose name is subscribed to the within instrument, and acknowledged that he  
executed the same in his authorized capacity(ies), and that by his signature  
on the instrument the person, or the entity upon behalf of which the person  
acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Cheryl Cagle



County of MADERA  
State of CALIFORNIA

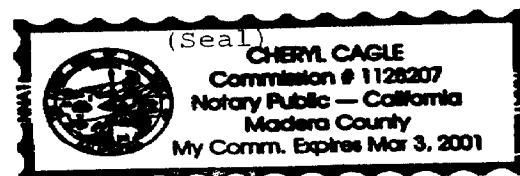
(3) Robert Leland Frenkel  
ROBERT LELAND FRENKEL

On this 24 day of OCTOBER, in the year 2000, before me,  
Cheryl Cagle, Notary Public of the State of  
Calif., personally appeared (3) ROBERT LELAND FRENKEL,  
personally known to me (or proved to me on the basis of satisfactory evidence)  
to be the person whose name is subscribed to the within instrument, and  
acknowledged that he executed the same in his authorized capacity(ies), and  
that by his signature on the instrument the person, or the entity upon behalf  
of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Cheryl Cagle



County of SAN JOAQUIN

State of CA

(4)

LLOYD F. HAY

,)

) ss.

,)

On this 26 day of OCTOBER, in the year 2000, before me, CATHERINE G. MASON, Notary Public of the State of CALIFORNIA, personally appeared (4) LLOYD F. HAY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Catherine G. Mason



(5)

Wesley W. Walter

WESLEY W. WALTER

County of MADERA

State of CA

,)

) ss.

,)

On this 24 day of October, in the year 2000, before me, Cheryl Cagle, Notary Public of the State of California, personally appeared (4) WESLEY W. WALTER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Cheryl Cagle

(Seal)

