

06-19-2002

T-242 P.004 F-035

RECORDATION FORM COVER

PATENTS ONLY



DEPARTMENT OF COMMERCE
Patent and Trademark Office

4-10-02

102124880

To the Honorable Commissioner of Patents,
attached original documents or copy thereof:

1. Name of conveying party(ies):

Robert M. MOON
Shallesh SHAH
Anbazhagan NATESH
Joseph L. MULVEY
Ronald T. CASH, Jr.

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

Name: Cognis Corporation (Cognis Corp.)

Internal Address: _____

Additional names(s) or con-
veying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

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

Execution Date: 11/23/99

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 execu-
tion date of the application is:

A. Patent application No. (s)
09/415,157

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. 02-0189)

40E

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

April 10, 2002
Date

Total Number of pages including cover sheet, attachments and document: [18]

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

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

PATENT
REEL: 012815 FRAME: 0614

Serial No. 09/415,157

Filed: 10/08/1999

Case M 6408A PCT/USA S S I G N M E N T

WHEREAS, we, Robert M. Moon, Gaetano D. DeAngelis, Joseph L. Mulvey and Ronald T. Cash, Jr., citizens of the United States and residing at 444 Babylon Road, Horsham, PA 19044-1233; 3609 Fairchild Street, Alburdis, PA 18011-2630; 109 Field Terrace, Lansdale, PA 19446 and 84 Woodview Lane, North Wales, PA 19454; and Shailesh Shah and Anbazhagan Natesh, citizens of India and residing at 1704 St. Georges Road, Dresher, PA 19025; and 120 Kent Drive, North Wales, PA 19454; respectively, have made an invention in: NOVEL AMINE FUNCTIONAL EPOXY CURING AGENTS, and are about to make application for United States Letters Patent therefor, the same being executed by us on the 23rd day of November, 1999;

AND, WHEREAS, Henkel 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 Henkel 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 HENKEL CORPORATION as the assignee of the entire interest therein; and we further agree to execute upon

request of the assignee such additional documents, if any, as are necessary and proper to secure patent protection on said invention throughout all countries of the world, and to otherwise give full effect to, and perfect the rights of the assignee under, this Assignment.

IN TESTIMONY WHEREOF, we have hereunto signed our names and affixed my seal at Lower Gwynedd Twp., Montgomery County, United States of America, this 23rd day of November, 1999.

Notarial Seal
Jean F. Giampa, Notary Public
Lower Gwynedd Twp., Montgomery County
My Commission Expires May 5, 2003
Member, Pennsylvania Association of Notaries

Robert M. Moon
Robert M. Moon
Shailesh Shah
Shailesh Shah
Anbazhagan Natesh
Anbazhagan Natesh
*Gaetano D. DeAngelis
Joseph L. Mulvey
Joseph L. Mulvey
Ronald T. Cash, Jr.
Ronald T. Cash, Jr.

STATE OF Pennsylvania :
COUNTY OF Montgomery : SS

On this 23rd day of November, 1999 appeared before me in person the above-named Robert M. Moon, Anbazhagan Natesh, Joseph L. Mulvey, Ronald T. Cash, Jr., Shailesh Shah and acknowledged the above to be their signature and that they signed, sealed and delivered the above instrument as their voluntary act and deed and for the uses and purposes therein set forth.

Jean F. Giampa (SEAL)
Notary Public

PATENT
Docket No. M 6408A-OS/CRA

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re: Application of
Moon, et al.

Serial No. 09/415,157 Examiner: R. Sellers
Filed: 10/08/99 Art Unit: 1712
TITLE: NOVEL AMINE FUNCTIONAL EPOXY CURING AGENTS

CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that this paper is being facsimile transmitted to the Patent and Trademark Office on the date shown below.

April 10, 2002
Date

Rose A. Stowe
Signature of certifier

Rose A. Stowe
Typed or printed name of certifier

DECLARATION UNDER 37 CFR § 1.46 AND 1.47

Commissioner for Patents
Washington, DC 20231

Sir:

A "Petition Under 37 CFR 1.47(a)" ("Petition") filed March 12, 2001 (copy attached as Enclosure 1) was granted on March 23, 2001 by the Office of Petitions (copy attached as Enclosure 2). The above application was accordingly granted Rule 1.47(a) status.

Since the Petition also referred to and enclosed an Assignment (copy of the Assignment attached as Enclosure 3), it is assumed that the above grant is also applicable to the Assignment, i.e., that the Assignment will be accepted without the signature of one

Serial No. 09/415,157

Art Unit: 1712

of the inventors, Gaetano D. DeAngelis, who refused to sign both the Declaration and the Assignment.

However, since the grant specified only that "Petitioner has shown that the non-signing inventor has refused to join in the filing of the above-identified application", this DECLARATION is submitted for purposes of receiving acceptance of the Assignment without Mr. DeAngelis' signature.

Applicant respectfully requests the USPTO to accept the partially completed Assignment, submitted herewith. The factual background is as follows:

One of the six named inventors, Gaetano DeAngelis, has refused to sign the enclosed Assignment. Mr. DeAngelis was terminated by Henkel Corporation on June 25, 1998. While employed by Henkel Corporation, Mr. DeAngelis was a co-inventor of certain subject matter contained in the above-identified patent application. As an employee, Mr. DeAngelis was obligated to both assign his invention to Henkel Corp. and execute any and all documents necessary to filing and obtaining a patent application therefor without charge to employer. A copy of his employment agreement, entitled "EMPLOYER/EMPLOYEE AGREEMENT" is attached to this petition as Enclosure 4, together with an executed HENKEL CORPORATION EMPLOYEE SIGN-OFF SHEET (Enclosure 5). Applicants are also submitting herewith evidence that Mr. DeAngelis continues to refuse to sign the Assignment.

Enclosed are copies of a letter from Applicants' representative to Mr. DeAngelis' legal counsel, Thomas Turczyn of Allentown, PA, dated February 2, 2001 (Enclosure 6),

Serial No. 09/415,157

Art Unit: 1712

which enclosed a copy of the specification and claims, along with a copy of the Declaration and Assignment for his signature, and a copy of a two-page letter from Mr. Turczyn to Applicants' representative, Aaron R. Ettelman, Esq., dated May 30, 2000, in this and related applications (Enclosure 7). Mr. DeAngelis previously informed Henkel Corporation of his refusal to sign any documents on the grounds that he was no longer an employee of Henkel Corporation and, as a result, was no longer obligated to perform any duties on behalf of Henkel, including the signing of any documents. Mr. DeAngelis has not to date returned the Assignment or the Declaration, either signed or unsigned. In Mr. Turczyn's letter, Mr. Turczyn has requested that all correspondence and phone calls are to be addressed to him, and that Mr. DeAngelis must be compensated for his "time, effort and expense", which is expressly contrary to the terms of his employment agreement. See also Enclosure 5 in which he again agreed to abide by the terms and conditions of his employment agreement.

The only known address of Mr. DeAngelis is:

3609 Fairchild Street
Alburtis, PA 18011

To date, neither Applicants, nor their representatives, have been contacted by, or received any communication from Mr. DeAngelis, or his representative, Mr. Turczyn. As noted in the final paragraph of Enclosure 6, which is a letter from Applicant's representative, Steven J. Trzaska, Esq. to Mr. Turczyn dated February 2, 2000, Applicant's representative indicated that failure to return the Declaration and Assignment, signed or

Serial No. 09/415,157

Art Unit: 1712

unsigned, on or before the close of business February 23, 2001, would be considered a refusal to sign said document. No response has been received.

Applicants respectfully submit that Mr. DeAngelis was provided an opportunity to review the application and sign the assignment, as evidenced by the letter dated February 2, 2001, as he is legally required to do in accordance with his employment agreement with Applicant Cognis Corporation's predecessor, Henkel Corporation. Applicants further submit that Mr. DeAngelis has refused to sign the provided Assignment, as evidenced both by Enclosure 7 which is believed by Applicant to serve as proof as to the circumstances surrounding Mr. DeAngelis' refusal to sign, and the failure of Mr. DeAngelis or his attorney to respond to Applicants' representative's letter of February 2, 2001 (Enclosure 6).

In view of the preceding remarks and the enclosed evidence, Applicants respectfully request that this Declaration be granted, i.e., the Assignment Branch is respectfully requested to accept the attached Assignment executed by other than all the inventors, and to designate on any patent issued on this application or claiming priority of this application the following: "Assignee: Henkel Corporation, Gulph Mills, PA".

The undersigned declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements

Serial No. 09/415,157
Art Unit: 1712

may jeopardize the validity of the above-identified application or any patent issuing thereon.

Respectfully submitted,

APRIL 10, 2002

Date

Henry E. Millson, Jr.

Henry E. Millson, Jr.
(Reg. No. 18,980)
Attorney For Applicant(s)
(928) 445-2453

Cognis Corporation, Patent Dept
2500 Renaissance Boulevard, Suite 200
Gulph Mills, PA 19406

Enclosures:

1. Petition dated March 9, 2001.
2. Decision According Status Under 37 CFR 1.47(a) dated March 23, 2001.
3. Assignment.
4. Gaetano D. DeAngelis employment agreement with Henkel Corporation dated November 29, 1989.
5. HENKEL CORPORATION EXITING EMPLOYEE SIGN-OFF SHEET.
6. Letter from Applicant's representative, Steven J. Trzaska, Esq. to Mr. Turczyn, Esq. dated February 2, 2001.
7. Letter from Mr. Turczyn to Aaron R. Ettelman, Esq.

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Enc. 1

PATENT

Docket No. M 6408A PCT/US FPG

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re: Application of
Moon, et al.

Serial No. 09/415,157

Examiner: Unknown

Filed: 10/08/99

Art Unit: 1621

Title: NOVEL AMINE FUNCTIONAL EPOXY CURING AGENTS

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231, on 3-9-01.

March 9, 2001
Date

Rose A. Stowe
Signature of certifier

Rose A. Stowe
Typed or printed name of certifier

REQUEST FOR RECONSIDERATION OF PETITION UNDER 37 CFR 1.47(a)

Commissioner for Patents
Washington, DC 20231

Dear Sir or Madam:

This Request for Reconsideration is in response to the Decision Refusing Status Under 37 C.F.R. §1.47(a), dated January 11, 2001, in the above-identified International application.

On March 2, 2000, in response to the Notice To File Missing Parts Of Application, mailed November 2, 1999, in the above-referenced International application, Applicants' agent submitted a separate Power of Attorney executed by all but one inventor who refused to sign said document, along with a Petition under 37 C.F.R. 1.47(a).

Subsequently, Applicants received an adverse decision from the Office of Petitions, with respect to their petition, wherein the Office stated that the petition failed

Serial No. 09/415,157**Art Unit: 1621**

to show that Mr. DeAngelis refused to sign the declaration upon being presented with a copy of the application papers. The Office additionally stated that the petition failed to provide the circumstances of his refusal, specified in an affidavit or declaration by the person to whom the refusal was made. While not necessarily agreeing with the Petitions Examiner's interpretation of the rules with respect to granting such petitions, in an effort to expedite handling of the above-referenced application, Applicants are submitting herewith further evidence showing that the same Gaetano D. DeAngelis has received a complete copy of the application, including claims, as well as another copy of a Declaration for his signature, and continues to refuse to sign the declaration.

Enclosed are copies of (i) a letter from Applicants' undersigned representative to Mr. DeAngelis' legal counsel, Thomas Turczyn of Allentown, PA, dated February 2, 2001, which enclosed a copy of the specification and claims, along with a copy of the Declaration and Assignment for his signature, and (ii) a copy of a two-page letter from Mr. Turczyn to Applicants' undersigned representative dated May 30, 2000, in a related application.

To date, neither Applicants, nor their undersigned representative, have been contacted by, or received any communication from Mr. DeAngelis, or his representative, Mr. Turczyn. As noted in the final paragraph of enclosure (i), Applicants' undersigned representative indicated that failure to return the Declaration and Assignment, signed or unsigned, on or before the close of business February 23, 2001, would be considered a refusal to sign said document. No response has been received.

Applicants respectfully submit that Mr. DeAngelis was provided an opportunity to review the application and sign the declaration, as evidenced by the letter dated February 2, 2001, as he is legally required to do in accordance with his employment agreement with Applicant Cognis Corporation's predecessor, Henkel Corporation. Applicants further submit that Mr. DeAngelis has refused to sign the provided declaration, as evidenced both by enclosure (ii) which is believed by Applicant

Serial No. 09/415,157

Art Unit: 1621

to serve as proof as to the circumstances surrounding Mr. DeAngelis' refusal to sign, and the failure of Mr. DeAngelis or his attorney to respond to Applicants' undersigned representative's letter of February 2, 2001 (enclosure (i)).

In view of the preceding remarks and the enclosed evidence, Applicants respectfully request reconsideration of the Petition Under 37 C.F.R. §1.47(a), and further request that the Petition be granted.

Respectfully submitted,



Steven J. Trzaska
(Reg. No. 36,296)
Attorney for Applicants
(610) 278-4929

Cognis Corporation, Patent Dept.
2500 Renaissance Boulevard, Suite 200
Gulph Mills, PA 19406

SJT/ras

Enclosure (i): Letter dated February 2, 2001 to Mr. Gaetano D. DeAngelis, c/o Thomas J. Turczyn, Esq.
Enclosure (ii): Letter dated May 30, 2000 to Aaron R. Ettelman, Esquire

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UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents
United States Patent and Trademark Office
Washington, D.C. 20231
www.uspto.gov

Paper No. 9

cc: Hemel CP

STEVEN TRZASKA
COGNIS CORPORATION
2500 RENAISSANCE BLVD., SUITE 200
GULPH MILLS, PA 19406

COPY MAILED

MAR 23 2001

OFFICE OF PETITIONS
A/C PATENTS

In re Application of
Moon; Shah; Natesh; DeAngelis;
Mulvey; Cash
Application No. 09/415,157
Filed: October 8, 1999
For: NOVEL AMINE-FUNCTIONAL EPOXY
CURING AGENTS

:
:
:
: DECISION ACCORDING STATUS
: UNDER 37 CFR 1.47(a)
:
:

This is in response to the "Petition Under 37 CFR 1.47(a)," filed March 12, 2001.

The petition is granted.

Petitioner has shown that the non-signing inventor has refused to join in the filing of the above-identified application.

The above-identified application and papers have been reviewed and found in compliance with 37 CFR 1.47(a). This application is hereby accorded Rule 1.47(a) status. As provided in Rule 1.47(a), this Office will forward notice of this application's filing to the non-signing inventor at the address given in the Declaration. Notice of the filing of this application will also be published in the Official Gazette.

Telephone inquiries regarding this decision should be directed to Karen Creasy at (703) 305-8859.

This application is being forwarded to Technology Center Art Unit 1621 for further examination in due course.

Frances Hicks
Frances Hicks

Lead Petitions Examiner
Office of Petitions
Office of the Deputy Commissioner
for Patent Examination Policy

RECEIVED HENKEL LAW DEPT
ACTION _____ INFO BSICH

REC'D MAR 26 2001 *me*

DUE _____
FILE MG408A 05/CRA

PATENT
REEL: 012815 FRAME: 0625

HENKEL CORPORATION
AMBLER, PA 19002

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 Menkel Corporation or any of its subsidiaries by whom I was at any time employed; all rights of EMPLOYER hereunder may be asserted by Menkel 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

Michael DeAngelis SEAL
Employee's Signature
RD #1 - Box 340
Employee's Home Address
Allentown, PA 18014
City State Zip Code

Accepted for EMPLOYER at Allentown, Pennsylvania, United States of America, this 29th day of

November, 19 89.

MR. J. Salway
(Signature of Authorized Representative)
(Page 2 of 2 Pages)

Enc. 5

HENKEL CORPORATION **EXITING EMPLOYEE SIGN-OFF SHEET**

Key de Ungers

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	<u>✓ 6/25</u> <u>epg</u> HR	Company Car/Keys	<u>_____</u>	<u>N/A</u> HR
Salary Advance	<u>_____</u> N/A HR	Office Keys	<u>_____</u>	<u>N/A</u> HR
Office Equipment	<u>_____</u>	Check Lab Books Signed & Dated	<u>_____</u>	<u>Supervisor</u>
Data Files & Proprietary Information (Safety Manual)	<u>_____</u> Supervisor	Return Lab Books Library Material	<u>_____</u>	<u>_____</u>
Credit Cards	<u>✓ 6/25</u> <u>epg</u> HR	Law Dept. Notified	<u>_____</u>	<u>_____</u>
Laboratory work area cleaned	<u>_____</u> Supervisor	Acctg. Dept. Notified	<u>_____</u>	<u>_____</u>
Chemicals, chemical samples clearly identified for retention or disposal. All materials labeled to HMIS, waste disposal standards	<u>_____</u> Supervisor	MIS Dept. Notified (Password Returned)	<u>_____</u>	<u>i-mail deane 1538</u> <u>2222 - computer code</u>
Lab Coats Returned	<u>_____</u>	Other (Specify)	<u>_____</u>	<u>_____</u>
		Office Services Notified	<u>_____</u>	<u>HR</u>

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

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

Rafael Obregon
 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 Ambler on or before the employee's termination date.

Enc. 6



Cognis Corporation
Patent Law Department
2500 Renaissance Blvd., Suite 200
Gulph Mills, PA 19406
USA

Phone 610/278-4920
www.cognis-us.com

February 2, 2001

SENT VIA UPS

Mr. Gaetano D. DeAngelis
c/o Thomas J. Turczyn, Esq.
Turczyn Law Offices
1711 Hamilton Street
Allentown, PA 18104-5697

RE: Our Case M 6408A PCT/US; Serial No. 09/415,157
Title: NOVEL AMINE FUNCTIONAL EPOXY CURING AGENTS

Dear Mr. Turczyn:

Enclosed herewith is a copy of the specification, including claims, relating to Patent Application Serial No. 09/415,157, in which your client Mr. DeAngelis is a named inventor, along with a copy of the Declaration and Assignment for his signature.

Once your client has reviewed the application and signed the Declaration and Assignment, kindly have him return the signed documents to us in the self-addressed, prepaid UPS envelope. In the event that he cannot return the documents, we would ask that you do it for him.

If, for any reason, your client refuses to sign the Declaration and Assignment, please return the signed documents back to me no later than the close of business on **February 23, 2001**. We will consider the return of the unsigned filing documents as a refusal by your client to sign said documents. Additionally, failure to return the Declaration and Assignment, signed or unsigned, by the close of business on February 23, 2001, will likewise be considered a refusal by your client to sign said documents.

We thank you in advance for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Steven J. Trzaska/Esq".

Steven J. Trzaska, Esq.

SJT/ras

Enclosures: As noted above

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Enc. 7

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.

Aaron R. Ettelman, Esquire

Page Two

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