

12-31-2002



To the Honorable Commissioner of Patents and Trademarks.

102324766

all documents or copy thereof.

## 1. Name of conveying party(ies):

Lehigh University

12-26-02

Additional name(s) of conveying  
party(ies) attached? [ ] Yes [ x ] No

## 3. Nature of conveyance:

- [ x ] Assignment [ ] Merger  
[ ] Security Agreement [ ] Change of Name  
[ ] Other \_\_\_\_\_

Execution Date: 12/16/02

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

Name: Avery Dennison Corporation

Internal Address: \_\_\_\_\_

Street Address: 150 North Orange Grove Blvd.

City: Pasadena

State/Country: California ZIP: 91103

Additional name(s) &amp; address(es) attached? [ ] Yes [ x ] 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)

60/133,106; 60/133,620; 60/160,982; 60/161,192  
09/565,718

## B. Patent No.(s)

Additional Numbers attached? [ ] Yes [ x ] No

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

Name: Neil A. DuChez

Internal Address: Renner, Otto, Boisselle &amp; Sklar

Street Address: 1621 Euclid Avenue

19th Floor

City: Cleveland

State: Ohio ZIP: 44115

## 6. Total number of applications and patents involved: [ 5 ]

7. Total fee (37 CFR 3.41) .....\$ 200.00

[ x ] Enclosed

[ ] Authorized to be charged to deposit account

## 8. Deposit account number:

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

## 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.

Neil A. DuChez

Name of Person Signing

Signature

Date

Reg. No. 26,725 Total number of pages including cover sheet attachments, and document: [ 4 ]

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 013603 FRAME: 032712/30/2002  
01 FC:J021  
200.00  
JUELLER 00000159 60133106

## AGREEMENT OF ASSIGNMENT

This AGREEMENT OF ASSIGNMENT (hereinafter referred to as the "Assignment") is made by and between LEHIGH UNIVERSITY, a Pennsylvania nonprofit corporation with offices at 27 Memorial Drive West, Bethlehem, PA 18015 (hereinafter referred to as the "University"), and Avery Dennison Corporation, a Delaware corporation having a place of business at 150 North Orange Grove Blvd., Pasadena, CA 91103 (hereinafter referred to as "Avery Dennison").

### RECITALS

- A. The University has certain rights, title and interest in and to applications for letters patent in the United States indicated below, to foreign applications claiming priority to said applications for letters patent in the United States, and to invention or inventions disclosed in said applications (the foregoing U.S. and foreign patent applications and inventions disclosed therein hereinafter referred to as the "Inventions"):

60/133,106	05/07/99	<i>"Tackified Acrylic Emulsion"</i>	Singa D. Tobing Thomas E. White
60/133,620	05/11/99	<i>"Tackified Acrylic Emulsion"</i>	Singa D. Tobing Thomas E. White Andrew Klein
60/160,982	10/22/99	<i>"Emulsion Pressure Sensitive Adhesives and Method for Making Same"</i>	Singa D. Tobing Andrew Klein Thomas E. White
60/161,192	10/22/99	<i>"Synthesis and Structure Property Studies in Acrylic Pressure Sensitive Adhesives"</i>	Singa D. Tobing
09/565,718	05/05/00	<i>"Adhesives and Method for Making Same"</i>	Singa D. Tobing Andrew Klein Thomas E. White

- B. The University has determined that its right to the Inventions are of nominal value to the University and accordingly the University has determined that it is appropriate to transfer its rights, subject to the terms and conditions stated in this Assignment, to Avery Dennison for a nominal consideration, i.e., One Dollar (\$1.00).

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and intending to be legally bound hereby, the parties agree as follows:

1. Assignment by the University. For and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, the University hereby sells, assigns, transfer and sets over to Avery Dennison all of the University's right, title and interest in and to the Inventions as they exist as of the date of this Agreement.
2. Disclaimer of Representation and Warranties by the University, Release and Indemnification
  - a. The University has not performed any due diligence with respect to title to the Inventions, their patentability or copyrightability, or with respect to any third party claims of ownership, infringement, or any other claim that may affect the value of the Inventions, except to determine that the University's rights to the Inventions are of nominal value, as reflected in this Assignment.
  - b. THE INVENTIONS ARE ASSIGNED TO AVERY DENNISON ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED. WITH RESPECT TO THE INVENTIONS, THE UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO WHETHER THE INVENTIONS OR USE THEREOF WILL INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY OR SIMILAR RIGHT OF ANY THIRD PARTY.
  - c. Avery Dennison Releases the University and agrees to defend and indemnify the University, its trustee, officers, faculty and employees from and against any and all claims, demands, suits, causes of action, losses and expenses (including attorney's fees) arising from this Assignment or Avery Dennison's use of the Inventions.
3. Assistance to be Provided by the University. The University agrees, at Avery Dennison's expense, to communicate to Avery Dennison, its representatives or agents, any facts relating to said Inventions including evidence for interference purposes or for other legal proceedings, whenever requested; testify in any interference or other legal proceedings, whenever requested; execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and generally do everything possible to aid Avery Dennison, its successors, legal

representatives and assigns to obtain and enforce proper patent protection for said invention or inventions in the United States or any foreign country.

4. Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without giving effects to conflict of law provisions.
5. Entire Agreement. This Agreement represents the entire agreement between the University and Avery Dennison with respect to the University's assignment of the Inventions to Avery Dennison.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement of Assignment as of the latest date and year written below.

LEHIGH UNIVERSITY

By: Margaret F. Plympton

Name: Margaret F. Plympton

Title: Vice President, Finance  
and Administration

Date: 12/16/02

AVERY DENNISON CORPORATION

By: Christian A. Simcic

Name: CHRISTIAN A. SIMCIC

Title: GROUP VICE PRESIDENT  
ROLL MATERIALS WORLDWIDE

Date: 12/12/02

WITNESS

Janice M. Plummer

WITNESS

Deann M. Ruckner