

03-27-2003

Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

F



102401786

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

3-25-03
ISP INVESTMENTS INC.
300 Delaware Avenue, Suite 303
Wilmington, Delaware 19801Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐
- Assignment
- ☐
- Merger
-
- ☐
- Security Agreement
- ☐
- Change of Name
-
- ☒
- Other
- Exclusive License Agreement

Execution Date: 3/13/2003

2. Name and address of receiving party(ies)

Name: The Center for Advanced
Technology and Innovation
~~Internal Address:~~ of Racine County, Inc.Street Address: 4701 Washington Avenue
Suite 215City: Racine State: Wisconsin Zip: 53406Additional 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: _____

A. Patent Application No.(s)

B. Patent No.(s)

See Attached Exhibit AAdditional numbers attached? ☐ Yes ☒ No

5029354

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

Name: INTERNATIONAL SPECIALTY PRODUCTSInternal Address: WILLIAM J. DAVIS, ESQ.
LEGAL DEPT., BLDG. 10Street Address: 1361 Alps RoadCity: Wayne State: NJ Zip: 074706. Total number of applications and patents involved: 97. Total fee (37 CFR 3.41).....\$ 360.00☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

07-0650

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

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.*WILLIAM J. DAVIS

Name of Person Signing

William J. Davis

Signature

MARCH 20, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:

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

03/26/2003 LMUELLER 00000125 070650 5229354

01 FC:8021

360.00 CH

PATENT
REEL: 013879 FRAME: 0290

Exhibit A – US PATENTS

Ag Chemical Leaching Inhibition with Polymers

1. US Patent No. 5,229,354, Issued 07/20/93, "Leaching Inhibition of Crop Treating Chemicals with Nitrogen Containing Polymers"
2. US Patent No. 5,229,355, Issued 07/20/93, "Leaching Inhibition of Crop Treating Chemicals with Polymers"
3. US Patent No. 5,231,070, Issued 07/27/93, "Leaching Inhibition of Crop Treating Chemicals with Lactam Containing Polymers"
4. US Patent No. 5,283,228, Issued 02/01/94, "Leaching Inhibition of Crop Treating Chemicals with Amino Containing Polymers"

Ag Chemical Polymer Complexes

5. US Patent No. 5,476,662, Issued 12/19/95, "Pesticide or Herbicide Polymer Complexes for Forming Aqueous Dispersions"
6. US Patent No. 5,626,858, Issued 05/06/97, "Pesticide or Herbicide Polymer Complexes for Forming Aqueous Dispersions"
7. US Patent No. 5,679,366, Issued 10/21/97, "Pesticide or Herbicide Polymer Complexes for Forming Aqueous Dispersions"

Ag Chemical Delivery System

8. US Patent No. 5,283,229, Issued 02/01/94, "Delivery System for Agricultural Chemicals"
9. US Patent No. 5,354,726, Issued 10/11/94, "Delivery System for Agricultural Chemicals"

EXCLUSIVE LICENSE AGREEMENT

This Agreement, having an effective date of March 12, 2003, is entered into by ISP Investments Inc., a Delaware corporation with offices at 300 Delaware Avenue, Suite 303, Wilmington, Delaware 19801 (hereinafter "LICENSOR") and The Center for Advanced Technology and Innovation of Racine County Inc., 4701 Washington Avenue, Suite 215, Racine, Wisconsin 53406 (hereinafter "LICENSEE").

ARTICLE 1: RECITALS

Whereas, LICENSOR and LICENSEE have entered into a TECHNOLOGY DONATION AGREEMENT on even date herewith providing for LICENSOR to donate technology to LICENSEE.

Whereas, LICENSOR is willing to grant to LICENSEE a license to use TECHNOLOGY and LICENSEE is willing to accept such license under the terms and conditions hereinafter set forth.

Whereas, LICENSEE is willing to accept such license under the terms and conditions set forth herein.

Now, therefore, in consideration of the foregoing premises, the parties, each intending to be legally bound hereby, do promise and agree as follows:

ARTICLE 2: DEFINITIONS

2.1 PATENTS means the United States patents listed in Exhibit A.

2.2 KNOW-HOW means LICENSOR-owned technical information related to PATENTS, which LICENSOR has in its possession and is free to convey to LICENSEE as of the effective date. Such technical information may include any engineering, market and manufacturing reports or analysis, designs, drawings, specifications, bills of materials, and like information regarding LICENSOR's design, development, testing and planning, if any, regarding the technology covered by the PATENTS. The KNOW-HOW conveyed to LICENSEE shall be within the sole discretion of LICENSOR.

2.3 COMPOUNDS means compositions of matter used in the practice of PATENTS, and which have been developed, constructed and are owned by LICENSOR. The specific compounds comprising COMPOUNDS and quantities to be conveyed to LICENSEE shall be within the sole discretion of LICENSOR.

2.4. TECHNOLOGY means the PATENTS, KNOW-HOW, and COMPOUNDS covering or relating to certain compositions, methods, processes, complexes and products with respect to agricultural chemical leaching inhibition and delivery systems.

ARTICLE 3: LICENSE GRANT

LICENSOR hereby grants to LICENSEE, a royalty-free, perpetual, irrevocable, exclusive (even as to LICENSOR) fully-paid license, with the right to sublicense, to use the TECHNOLOGY in any field of use to develop, use, make, have made, market, offer to sell and sell products and/or processes worldwide. LICENSOR agrees to record this Agreement with the United States Patent and Trademark Office within thirty (30) days of

the date of this Agreement. LICENSOR agrees to pay all costs associated with such recording.

ARTICLE 4: MAINTENANCE FEES

LICENSEE will pay all expenses in connection with the maintenance of the patents. Payment of any maintenance fee shall be in the sole discretion of LICENSEE, provided, however, that PATENTS shall be maintained at least through 2004.

ARTICLE 5: INFRINGEMENT

LICENSEE shall have the sole power and authority hereunder to bring and maintain suits, in its name, or if necessary, in the name of LICENSOR, for infringement of PATENTS. In the event of legal proceedings, the costs shall be borne by LICENSEE and any costs, damages and other compensation awarded shall belong to LICENSEE. LICENSOR agrees to reasonably cooperate with LICENSEE in the event of infringement proceedings.

ARTICLE 6: REPRESENTATION AND WARRANTY

LICENSOR represents and warrants that it has the right to grant the license provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate by their duly authorized representatives on the below-indicated dates and to be effective as of the above date first written.

ISP INVESTMENTS INC.

By: Stephen R. Olsen
Title: Sr VP, Marketing & Corporate Development
Date: 3-13-03

THE CENTER FOR ADVANCED TECHNOLOGY
AND INNOVATION of Racine County, Inc.

By: Matthew Wagner
Title: Director
Date: 3/13/03

Exhibit A – US PATENTS

Ag Chemical Leaching Inhibition with Polymers

1. US Patent No. 5,229,354, Issued 07/20/93, “Leaching Inhibition of Crop Treating Chemicals with Nitrogen Containing Polymers”
2. US Patent No. 5,229,355, Issued 07/20/93, “Leaching Inhibition of Crop Treating Chemicals with Polymers”
3. US Patent No. 5,231,070, Issued 07/27/93, “Leaching Inhibition of Crop Treating Chemicals with Lactam Containing Polymers”
4. US Patent No. 5,283,228, Issued 02/01/94, “Leaching Inhibition of Crop Treating Chemicals with Amino Containing Polymers”

Ag Chemical Polymer Complexes

5. US Patent No. 5,476,662, Issued 12/19/95, “Pesticide or Herbicide Polymer Complexes for Forming Aqueous Dispersions”
6. US Patent No. 5,626,858, Issued 05/06/97, “Pesticide or Herbicide Polymer Complexes for Forming Aqueous Dispersions”
7. US Patent No. 5,679,366, Issued 10/21/97, “Pesticide or Herbicide Polymer Complexes for Forming Aqueous Dispersions”

Ag Chemical Delivery System

8. US Patent No. 5,283,229, Issued 02/01/94, “Delivery System for Agricultural Chemicals”
9. US Patent No. 5,354,726, Issued 10/11/94, “Delivery System for Agricultural Chemicals”