

Form PTO-1595  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

# RECORDATION FORM COVER SHEET PATENTS ONLY

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

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

1. Name of conveying party(ies):

**Air Products and Chemicals, Inc. (DE Corporation)**

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

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: May 30, 2001

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

Name: Celanese Ltd.

Internal Address:

Street Address: 1601 W. LBJ Freeway

City: Dallas State: TX ZIP: 75234

Additional name(s) & addresses attached? ☐ Yes ☒ No

4. Application number(s) or patents 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)

**4,772,663**

Additional number(s) attached? ☐ Yes ☒ No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

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 credit card

8. Deposit account number:

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

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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.*

Robyn Rahbar  
Name of Person Signing

  
Signature

3/31/04  
Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

**PATENT**

**REEL: 014475 FRAME: 0439**

**700075552**

OP \$40.00 4772663

081-760-P

**PATENT ASSIGNMENT**

THIS ASSIGNMENT, by and between AIR PRODUCTS AND CHEMICALS, INC., a Delaware corporation ("APCI"), and CELANESE LTD., a Texas limited partnership ("CELANESE").

APCI and CELANESE have entered into an Asset Purchase Agreement dated 4 September 2000, pursuant to which APCI has sold to CELANESE substantially all the intellectual and intangible property related to its worldwide business of developing, manufacturing and selling polyvinyl alcohol products ("Business").

APCI owns the entire right, title and interest in and to US Patent 4,772,663 and to the invention described and claimed in the aforesaid patent.

It is a condition of the Asset Purchase Agreement that APCI assign to CELANESE all right, title, interest and good will in the patents and CELANESE is desirous of acquiring all of APCI's right, title and interest to US Patent 4,772,663 and to the invention described and claimed in the aforesaid patent; and

NOW, THEREFORE, in consideration of the mutual promises, undertakings and covenants contained in the Asset Purchase Agreement, APCI does hereby confirm its sale, transfer, assignment and set over, and by these presents does hereby sell, transfer, assign and set over to CELANESE, its successors, assigns and legal representatives, all of the right, title, and interest in and to said patents, including without limitation, all patents which may be granted on the aforesaid patents and patent applications, the worldwide rights to the inventions described and claimed therein, throughout the world, together with all rights under the International Convention for the Protection of Industrial Property and any similar treaties or agreements, the same to be held and enjoyed by CELANESE for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by APCI, had this Assignment not been made, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of this Assignment, and the right to sue and collect for all

future, present and past infringements thereof, including infringements which may have occurred prior to the execution of this Assignment.

APCI agrees: (a) to execute without further consideration (i) all necessary papers throughout the world to be used in connection with the patents and patent applications set forth on attached Schedule A, including the worldwide rights to the inventions described and claimed therein, as CELANESE may deem necessary or expedient, (ii) all papers in connection with any interference, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the aforesaid patents and patent applications, including the worldwide rights to the inventions described and claimed therein, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any foreign applications or with making claims to priority rights granted under the provisions of the International Convention for Protection of Industrial Property or similar agreements; (b) to cooperate with CELANESE at CELANESE's expense in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) at CELANESE's expense to perform all other affirmative acts which in CELANESE's reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the aforesaid patents and patent applications, including the worldwide rights to the inventions described and claimed therein. These obligations of assistance by APCI shall survive closing related to the Agreements and shall continue for so long as CELANESE may require such assistance from APCI.

This Assignment includes the right, where such right can be legally exercised by CELANESE, in its own name, to apply for and obtain patents in countries foreign to the United States of America, including the full right to claim for any such applications the benefits of the International Convention for Protection of Industrial Property and any similar treaties or agreements, as fully and entirely as APCI could have done if the patents and patent applications had been filed in its name, and the entire interest in any patents which may be granted on any such applications in such foreign countries.

APCI hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate officials in any other country, to issue any and all Letters Patent that may be granted upon any patent application covered by this Assignment to CELANESE, its successors and assigns.

IN WITNESS WHEREOF this Assignment has been duly executed 30 May 2001.

**AIR PRODUCTS AND CHEMICALS, INC.    CELANESE LTD.**

By: Celanese International Corporation,  
its General Partner

By: *AE Cummins*

Name: AE CUMMINS

Title: GROUP V.P.

By: *James J. Mullen*

Name: James J. Mullen

Title: Assistant Secretary