

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Mary L. Cunningham (02/15/2005), Charles E. Kuenzle
(02/21/2005), Paul Stanizewski (02/21/2005), and
Peter Jamieson (02/21/2005)

Execution Date(s): in parentheses after inventor name

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

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: SPI Polyols, Inc.

Internal Address: _____

Street Address: 321 Cherry Lane

City: New Castle

State: Delaware

Country: USA Zip: 19720

Additional name(s) & address(es) attached: ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)
09/874655

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Daniel C. Mulveny
CONNOLLY BOVE LODGE & HUTZ LLP
Internal Address: Atty. Dkt.: SPI-154(4289*154)
Street Address: 1007 North Orange Street
P.O. Box 2207

City: Wilmington

State: DE Zip: 19899

Phone Number: (302) 658-9141

Fax Number: (302) 658-5614

Email Address: _____

6. Total number of applications and patents involved:

1

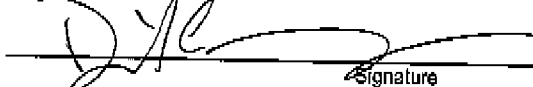
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 03-2775
Authorized User Name Daniel C. Mulveny

9. Signature:



Signature

February 24, 2005
Date

Daniel C. Mulveny - 45,897
Name of Person Signing

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

8

ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made this _____ day of _____, _____, by Mary Lou Cunningham; Charles E. Kuenzle; Paul Stanizewski; and Peter Jamieson (hereinafter referred to as Assignors), residing at 2918 Cheshire Road, Wilmington, Delaware 19810; 1013 Marrows Road, Newark, Delaware 19713; and 208 West VanBuren Avenue, New Castle, Delaware 19720, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in CO-CRYSTALLIZED POLYOLS AND HYDROGENATED MALTODEXTRIN, set forth in a Patent application for Letters Patent of the United States, already filed on June 5, 2001 as U.S. application No. 09/874,655 based on U.S. provisional application No. 60/209,555; and

WHEREAS, SPI Polyols, Inc., a Corporation organized under and pursuant to the laws of United States of America having its principal place of business at 321 Cherry Lane, New Castle, Delaware 19720 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

CONNOLLY BOVE LODGE & HUTZ LLP

All practitioners at Customer Number 23416

AND Assignors acknowledge an obligation of assignment of this invention to
Assignee at the time the invention was made.

Mary Lou Cunningham
Mary Lou Cunningham

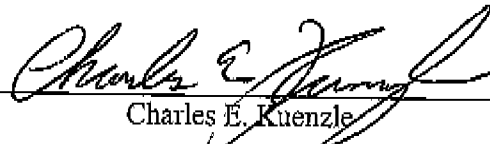
Date: 15 Feb 2005

United States of America)
State of Delaware) ss.:
County of Newcastle)

On this 15 day of Feb, 2005, before me
personally came Mary Lou Cunningham, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Carol D. Beahr
Notary Public

CAROL D. BEAHR
Notary Public, State of Delaware
My Commission Expires September 23, 2006


Charles E. Kuenzle

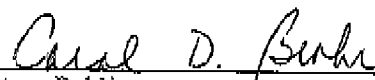
Date: FEB 21, 2005

United States of America)

State of DELAWARE) ss.: 221 402091

County of NEW CASTLE)

On this 21 day of FEB, 2005, before me
personally came Charles E. Kuenzle, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public

CAROL D. BEAHR
Notary Public, State of Delaware
My Commission Expires September 23, 2008

CAROL D. BEAHR
Notary Public, State of Delaware
My Commission Expires September 23, 2008

Paul Stanizewski
Paul Stanizewski

Date: 2/21/05

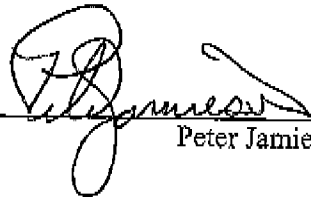
United States of America)
State of Delaware) ss.:
County of New Castle)

On this 21 day of Feb., 2005, before me
personally came Paul Stanizewski, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.

Carol D. Beahr
Notary Public

CAROL D. BEHR
Notary Public, State of Delaware
My Commission Expires September 23, 2008

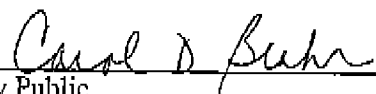



Peter Jamieson

Date: 2/21/05

United States of America)
State of Delaware) ss.:
County of New Castle)

On this 21 day of February, 2005, before me
personally came Peter Jamieson, to me known to be the individual
described in and who executed the foregoing instrument, and acknowledged execution
of the same.


Notary Public

CAROL D. BEAHR
Notary Public, State of Delaware
My Commission Expires September 23, 2006



SPI-154 (4289*154)

PATENT

RECORDED: 02/24/2005

REEL: 015780 FRAME: 0737