



## MAIL STOP ASSIGNMENTS

10-16-2007



103453376

TO THE COMMISSIONER OF THE U.S. I

Sir:

Please record the attached original documents or copy thereof as follows:

## 1. NAME OF CONVEYING PARTIES [ASSIGNOR(S)]:

a. Royal DSM N.V.

c.

e.

g.

b.

d.

f.

h.

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? ☐ YES ☒ NO

## 2. PARTIES [ASSIGNEE(S)] RECEIVING INTEREST:

NAME: Saudi Basic Industries Corporation

ADDRESS: P.O. Box 5101, 11422 Riyadh, Kingdom of Saudi Arabia

ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED? ☐ YES ☒ NO

## 3. NATURE OF CONVEYANCE/DOCUMENT:

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> ASSIGNMENT OF | <input checked="" type="checkbox"/> WHOLE or            | <input type="checkbox"/> PART INTEREST |
| <input type="checkbox"/> ORIGINAL                 | <input checked="" type="checkbox"/> FACSIMILE/PHOTOCOPY |  |
| <input type="checkbox"/> CHANGE OF NAME           | <input type="checkbox"/> VERIFIED TRANSLATION           |  |
| <input type="checkbox"/> SECURITY                 | <input type="checkbox"/> MERGER                         | <input type="checkbox"/> OTHER:        |

Execution Date(s) on the Conveyance/Document: July 10, 2007 and July 23, 2007

Execution Date(s) on the Declaration (if filed herewith):

## 4. APPLICATION AND/OR PATENT NUMBER(S):

Additional sheets attached? ☐ YES ☒ NO

a. Application Number(s)	Matter No.	First Inventor	b. Patent Number(s)	Matter No.	First Inventor
			5,646,322	011803-0002-999	VAN BEEK

## 5. NAME &amp; ADDRESS OF PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE MAILED:

Customer No. 20583  
Jones Day  
Intellectual Property Group  
222 East 41<sup>st</sup> Street  
New York, NY 10017-6702

## 6. NUMBER OF PROPERTIES INVOLVED:

Appls 0 + Patents 1 = Total: 1

## 7. AMOUNT OF FEE DUE:

Above Total 1 x \$40 = \$ 40 (Fee Code 8021)

## 8. PLEASE CHARGE TO:

DEPOSIT ACCOUNT NO. 503-013

Under Order No.

809918-600001

Matter No.

9. 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.

10. TOTAL NUMBER OF PAGES (including cover sheet, attachments and documents): 5

Name of Attorney:

David M. Mott

Registration No.

47,808

Date: October 11, 2007

Telephone: (202) 879-3939 / Facsimile: (202) 626-1700

FILE WITH PTO RETURN RECEIPT (PAT-103A)

PATENT

REEL: 019974 FRAME: 0391

## Patent Assignment Agreement

This Agreement, effective as of July 1, 2007, by and between

**Royal DSM N.V.**, a public limited liability corporation organized and existing under the laws of Netherlands, having its principal office and place of business at Het Overloon 1, 641 1 TE Heerlen, The Netherlands, formerly named DSM N.V., hereinafter called "Transferor",  
and

**Saudi Basic Industries Corporation**, a joint stock company organized and existing under the laws of the Kingdom of Saudi Arabia, having its principal office and place of business at P.O. Box 5101, 11422 Riyadh, Kingdom of Saudi Arabia, hereinafter called "Transferee".

### WITNESSETH

WHEREAS, Transferor represents that it is the legal owner of certain patents and/or patent applications in the chemical process industry covering and protecting know-how as developed or acquired by companies within the DSM-Group (which term for the purpose hereof shall comprise of Royal DSM N.V. and its Affiliates), which patents and/or patent applications (hereinafter defined and called "Patents") are set forth in **Annex A** hereto; and

WHEREAS, Transferee represents that it is the beneficial owner of certain Patents and Transferee desires to obtain the legal ownership of said Patents from Transferor and Transferor is prepared to transfer the legal ownership of aforementioned Patents to Transferee on the terms and conditions hereinafter set forth; and

WHEREAS, Transferor has by earlier Patent Agreements B-15.950, B-15.951 and B-15.952 transferred patent rights to predecessors of Affiliates of Transferee and wishes to transfer further patent rights to Transferee;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein, the Parties agree as follows:

### Article 1 - Definitions

- 1.1 "Affiliate" shall mean in relation to either Party, if applicable, that Party's ultimate controller and any legal entity which is for the time being, directly or indirectly, controlled by, or under common control with that Party. For the purposes of this definition a particular legal entity is: (a) directly controlled by another legal entity if the latter legal entity owns or controls more than fifty per cent (50%) of the shares carrying the right to vote at the General Meeting (or its equivalent) of the particular legal entity or has the right to exercise a dominant influence over the legal entity either by virtue of provisions contained in the entity's memorandum or articles (or equivalent constitutional document) or by virtue of a contract; and (b) indirectly controlled by a legal entity (hereinafter called "Parent") if a chain of entities exists, beginning with the

Parent (or Parents) and ending with the particular legal entity, in which each legal entity of the chain, except the Parent or Parents, is directly controlled by one or more legal entities higher up in the chain; and the expressions "control" and "controller" shall be construed accordingly.

- 1.2 "Agreement shall mean this Agreement, including the Recitals, the Annexes and all modifications thereof agreed in writing.
- 1.3 "Party/Parties: references to Party are to Transferor or Transferee and references to Parties are to Transferor and Transferee.
- 1.4 "Patents" shall mean the patents and/or patent applications, listed in the form of their Invention Record Numbers in **Annex A**, owned by Transferor, which will be transferred in accordance with the terms and conditions of this Agreement to Transferee.

## **Article 2 – Transfer**

- 2.1 Transferor herewith transfers to Transferee without compensation the legal ownership of the Patents listed in **Annex A**, which transfer is herewith accepted by Transferee.
- 2.2 Transferee shall not be charged by Transferor for the acquisition of respective part of the legal ownership of the Patents, but shall arrange and pay all costs necessary for the fulfilment of all formalities required in all relevant jurisdictions, including but not limited to the formalities set forth in Article 3:84 BW (Burgerlijk Wetboek) and Article 65 ROW (Rijksoctrooiwet), to fully effect this transfer vis-a-vis third parties.

## **Article 3 - Warranty, representation and liability**

Transferor warrants only that it is the registered proprietor of the Patents and that it has the right to transfer the legal ownership of said Patents to Transferee and nothing in this Agreement shall be construed as:

- a warranty or representation by Transferor as to the validity, enforceability, or scope of any of the Patents;
- a warranty or representation by Transferor for anything made, used, sold or otherwise disposed of under any Patent and that the use of the Patent is or will be free from infringement of third party' patents.

Transferor's maximum aggregate liability related to or in connection with this Agreement shall for whatever reason, except in case of gross negligence or wilful misconduct, under no circumstances exceed 1 (one) Euro.

## **Article 4 - Disputes and Governing Law**

All disputes arising in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent Court of The Hague, the Netherlands.

This Agreement is made in contemplation of and shall be construed in accordance with the substantive laws of the Kingdom of the Netherlands only, without recourse to its choice of law provisions.

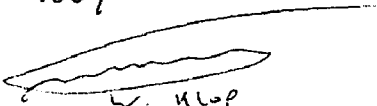
## **Article 5 - Entire Agreement**


This Agreement constitutes the entire understanding between the Parties in respect of the matters contained herein and supersedes all previous understandings related

thereto.

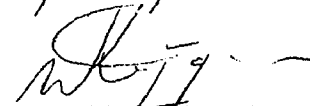
IN WITNESS WHEREOF, the Parties hereto have caused these presents in the English language to be executed in duplicate, each of both copies constituting an original, by their duly authorized representatives.

Transferor  
Royal DSM N.V.  
Date: 10-7-2007

Signature:   
Name: W. Klop  
Title: DIRECTOR JP

Signature:   
Name: P.E. KLEIBORN  
Title: DIRECTOR

Transferee:  
Saudi Basic Industries Corporation  
Date: 23-7-2007

Signature:   
Name: W. H. J. J. J. J.  
Title: Manager Patent Group.

## Annex A – Patents

The following applications and patents as identified by their DSM internal case reference number, filing number and date:

DSM Case Reference	Country	Filing Number	Filing date
3707-JP	JP	2000-175924	12-Jun-00
7327-JPWO	JP	1994-511943	03-Nov-93
7327-US-DIV1/WO	US	08/812675	10-Mar-97
7327-FIWO	FI	95.2266	03-Nov-93
7327-US/CONWO	US	04/439449	03-Nov-93
8122-ES-EPWO	ES	95936129.6	27-Oct-95
8122-US-PCT2	US	08/841672	27-Oct-95
8122-DE-EPWO	DE	95936129.6	27-Oct-95
8122-CH-EPWO	CH	95936129.6	27-Oct-95
8122-SE-EPWO	SE	95936129.6	27-Oct-95
8122-FR-EPWO	FR	95936129.6	27-Oct-95
8122-BE-EPWO	BE	95936129.6	27-Oct-95
8122-FI-PCT	FI	97.1823	27-Oct-95
8122-GB-EPWO	GB	95936129.6	27-Oct-95
8122-PT-EPWO	PT	95936129.6	27-Oct-95
8122-IT-EPWO	IT	95936129.6	27-Oct-95
9118-GB-EPWO	GB	98957236.7	30-Nov-98
9118-ES-EPWO	ES	98957236.7	30-Nov-98
9118-DE-EPWO	DE	98957236.7	30-Nov-98
9118-BE-EPWO	BE	98957236.7	30-Nov-98
9118-US-PCT2	US	09/583914	30-Nov-98
9118-FR-EPWO	FR	98957236.7	30-Nov-98
9118-FI-EPWO	FI	98957236.7	30-Nov-98
9118-IT-EPWO	IT	98957236.7	30-Nov-98
9570-US-NP	US	09/468223	20-Dec-99

PATENT

RECORDED: 10/11/2007

REEL: 019974 FRAME: 0395