

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The Goodyear Tire & Rubber Company	10/20/2005
RECEIVING PARTY DATA	
Name:	Sartomer Technology Company, Inc.
Street Address:	103 Foulk Road
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19803
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5736611
CORRESPONDENCE DATA	
Fax Number:	(215)701-2246
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215-665-4622
Email:	mfein@cozen.com
Correspondent Name:	Michael B. Fein
Address Line 1:	1900 Market Street
Address Line 2:	COZEN O'CONNOR
Address Line 4:	Philadelphia, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	GOOD0003-100 (104000)
NAME OF SUBMITTER:	Michael B. Fein
Total Attachments: 4 source=GOOD0003-100-Assignment#page1.tif source=GOOD0003-100-Assignment#page2.tif source=GOOD0003-100-Assignment#page3.tif source=GOOD0003-100-Assignment#page4.tif	

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REEL: 022390 FRAME: 0452

Effective date: October, 20, 2005

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Agreement") is between The Goodyear Tire & Rubber Company, an Ohio Corporation, with offices at 1144 East Market Street, Akron, Ohio 44316 ("Goodyear") and Sartomer Technology Company, Inc., a Delaware Corporation, with offices at 103 Foulk Road, Wilmington, Delaware 19803 ("Sartomer").

WITNESSETH:

WHEREAS, Goodyear is the owner of United States Patent 5,736,611 directed to Sulfur-vulcanized rubber compound having improved reversion resistance, and naming Blok et al as inventors (the "Patent") and is willing to assign its rights to the Patent; and

WHEREAS, Sartomer has interest in and has agreed to obtain rights under the Patent;

NOW THEREFORE, in consideration of the premises and the mutual agreements, covenants and provisions hereinafter set forth, Goodyear and Sartomer agree as follows:

- (1) Goodyear hereby sells, assigns and conveys to Sartomer all of Goodyear's right, title and interest in the Patent to Sartomer. This patent assignment includes the rights of action, power and benefit belonging or accrued arising therefrom and the right to take proceedings to recover damages and claim all other relief in respect of any act of infringement of the Patent, whether such acts shall have been committed before or after the Effective Date, with the right to sue for and collect the same for Sartomer's own use and for the use of its successors, assigns or other legal representatives.
- (2) In consideration of the assignment by Goodyear to Sartomer of the Patent, Sartomer agrees to pay Goodyear a total of twelve thousand US dollars (\$12,000), immediately upon execution of this agreement.
- (3) Sartomer agrees to be responsible for and pay the costs associated with the recording of the assignment of the Patent, should Sartomer elect to record the assignment. Goodyear agrees to cooperate with Sartomer in the recording of any such assignments of the Patent by executing the required documents, which shall be prepared by Sartomer.
- (4) Goodyear makes no representation or warranty regarding (i) the validity or enforceability of the Patent, (ii) Sartomer's rights to practice the inventions covered by the Patent or (iii) the technical information contained in the Patent.

PATENT

REEL: 022390 FRAME: 0453

(5) It is expressly understood and agreed that Sartomer is not licensed under any Goodyear patents other than the Patent.

(6) Sartomer is not obligated to maintain the Patent. However, in the event that Sartomer, in its own discretion, decides to abandon the Patent, including but not limited to a non-payment of a maintenance fee, it shall give Goodyear at least thirty (30) days written notice of its intention and shall give Goodyear the option of obtaining or maintaining the Patent at its own expense, in which case ownership of the Patent shall be assigned from Sartomer to Goodyear at no costs to Goodyear.

(7) Goodyear reserves for itself and its Affiliates an irrevocable, non-transferable, non-exclusive, royalty-free, worldwide license and right to make, have made, use, and sell rubber products under the claims of U.S. Patent 5,736,611. "Affiliates" shall mean, with respect to any Person, either (i) any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, or (ii) the ownership of 50% or more of the voting securities or interest of or in a Person. Goodyear's reservation does not include the right to sub-license the Patent to non-Goodyear Affiliates.

(8) This Agreement sets forth the entire understanding of the parties concerning the subject matter of this Agreement and supersedes all prior agreements and covenants, whether oral or written, by any agent, employee, representative, officer or director of either party specifically relating to the subject matter of this Agreement. This Agreement may be amended only by an instrument in writing duly executed by each of the parties hereto.

(9) This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

(10) All notices, demands and other communications which may or are required to be given or made by either party to the other in connection with this Agreement shall be in writing (including telex, fax or other similar writing) and shall be deemed to have been duly given or made: (a) if sent by registered or certified mail, five (5) days after the posting thereof with first class postage attached; (b) if sent by hand or overnight delivery, upon the delivery thereof; and (c) if sent by telex or fax, upon confirmation of receipt of such telex or fax, in each case addressed to the respective parties as follows:

If to Goodyear:

The Goodyear Tire & Rubber Company
1144 East Market Street
Akron, Ohio 44316-0001
Attention: Corporate Secretary
Telecopier: (330) 796-7861

If to Sartomer:

Sartomer Technology Company, Inc.
103 Foulk Road
Wilmington, Delaware 19803
Attention: President
Telecopier: (610) 363-4140

(11) No waiver by either party of any term or provision contained in this Agreement shall be effective unless it is in writing and signed by the party against whom such waiver is sought to be enforced. Neither the failure nor any delay on the part of either party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof, or of any other right, power or remedy; nor shall any single or partial exercise of any right, power or remedy preclude any further or other exercise thereof, or the exercise of any other right, power or remedy.

This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the State of Ohio, disregarding its conflict of law rules.

PATENT

REEL: 022390 FRAME: 0455

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

The Goodyear Tire & Rubber Company

By [Signature]
Name: J. M. Givens
Title: Executive Vice President

ATTEST: [Signature]
ASST. SECRETARY

Sartomer Technology Company, Inc.

By [Signature]
Name: Albert S. Tucci
Title: VP Sales
Dated: October 20, 2005

[Signature] 1/18/06

By [Signature]
Name: James P. Morgan
Title: Vice President, Technology
Dated: [Signature]

By [Signature]
Name: Nicholas P. Trainer
Title: President
Dated: January 12, 2006