

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Eldim bv	12/01/2008
RECEIVING PARTY DATA	
Name:	Sulzer Metco AG
Street Address:	Rigackerstrasse 16
City:	Wohlen
State/Country:	SWITZERLAND
Postal Code:	CH-5610
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6251526
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	J601006
NAME OF SUBMITTER:	Robert W. Mueller
Total Attachments: 2 source=J601006_Assignment2#page1.tif source=J601006_Assignment2#page2.tif	

OP \$40.00 6251526

# PATENT ASSIGNMENT

Date: December 01, 2008

## Parties:

- (1) **Eldim B.V.**, Spikweien 24, NL-5943 AD Lomm, The Netherlands hereafter referred to as "The Assignor"
- (2) **Sulzer Metco AG**, Rigackerstrasse 16, CH-5610 Wohlen, Switzerland hereafter referred to as "The Assignee"

## Recitals:

- (A) The Assignor is the Registered Proprietor of the European Patent EP 0 935 009 "*Lined molded body*", with Designated States being CH, DE, FR, GB, IT, LI and NL (granted April 10<sup>th</sup>, 2002). In addition the patent family ("the PATENTS" hereinafter) consist of the US Patent US 6 251 526 (granted June 26<sup>th</sup>, 2001) and the Japanese Patent Application JP 11-16871 (pending).
- (B) The Assignor has agreed to assign to the Assignee the Patents and all its right title and interest therein upon the terms and conditions set out below.

## Operative Provisions:

1. The Assignor HEREBY ASSIGNS to the Assignee the PATENTS with all rights (including the right to claim priority) and obligations connected thereto TOGETHER WITH the right to recover, and take all such proceedings as may be necessary for the recovery of, damages or other forms of relief in respect of all infringements of Patents whether taking place before or after the date of this Assignment.
2. The Assignor warrants that:
  - 2.1 It is the proprietor of the PATENTS and holds the PATENTS free of all liens, charges, encumbrances and other rights of or obligations owing to any person;
  - 2.2 It is the sole legal and beneficial owner of the Patents and no license, assignment or legal or equitable charge has been granted or made in respect of the Patents;
  - 2.3 All applications, registration and renewal fees in respect of the Patents have been paid until 2008.

3. As of the date of January 1<sup>st</sup>, 2009 the Assignor has no longer responsibility nor obligation to pay any fee for the PATENTS whatsoever.
4. When assignment of the PATENTS in the registers of the patent offices is sought for, Assignor promises to make all necessary signatures. Any costs related thereto are borne by Assignee.
5. Assignor undertakes not to attack the PATENTS and not to assist third parties in attacks on the PATENTS.
6. For all controversies resulting from this Assignment, the jurisdiction of Zürich, Switzerland, is herewith agreed.

IN WITNESS of which this Assignment has been executed as a Deed and delivered the date and year first above written.

SIGNED as a Deed on behalf of **Eldim B.V.**  
By its duly authorized representative:

*Thomas Gutwiler* *Mau Director*

(Name and position)

(Date): *Dec 1, 08*

*Gutwiler*  
.....  
(Signed)

SIGNED as a Deed on behalf of **Sulzer Metco AG**  
By its duly authorized representative:

*ANDREW R. NICOLL*  
*Div. IRR & EX-Funding*

(Name and position)

(Date): *28.11.08*

*Alfred Rohrbasser*  
*Contoller*

(Name and position)

(Date): *November 28, 2008*

*i.v. Andrew R Nicoll*  
.....  
(Signed)

.....  
(Signed)