

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Alcan Technology & Management Ltd.	11/16/2009
RECEIVING PARTY DATA	
Name:	Alcan Finances Switzerland AG
Street Address:	Max Hogger-Strasse 6
City:	Zurich
State/Country:	SWITZERLAND
Postal Code:	8048
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11708210
CORRESPONDENCE DATA	
Fax Number:	(203)865-0297
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2037776628
Email:	reidn@bachlap.com
Correspondent Name:	Gregory P. LaPointe
Address Line 1:	900 Chapel Street
Address Line 2:	Suite 1201
Address Line 4:	New Haven, CONNECTICUT 06510
ATTORNEY DOCKET NUMBER:	07-200
NAME OF SUBMITTER:	Gregory P. LaPointe
Total Attachments: 13 source=BTA_ATM_AFS#page1.tif source=BTA_ATM_AFS#page2.tif source=BTA_ATM_AFS#page3.tif source=BTA_ATM_AFS#page4.tif	

CH \$40.00 11708210

501366318

PATENT
REEL: 025436 FRAME: 0366

source=BTA_ATM_AFS#page5.tif
source=BTA_ATM_AFS#page6.tif
source=BTA_ATM_AFS#page7.tif
source=BTA_ATM_AFS#page8.tif
source=BTA_ATM_AFS#page9.tif
source=BTA_ATM_AFS#page10.tif
source=BTA_ATM_AFS#page11.tif
source=BTA_ATM_AFS#page12.tif
source=BTA_ATM_AFS#page13.tif

Business Transfer Agreement

(the "**Agreement**")

dated November 16, 2009

by and between

Alcan Technology & Management AG,

a corporation incorporated in Switzerland having its registered office at Badische
Bahnhofstrasse 16, CH-8212 Neuhausen, Switzerland
(hereinafter referred to as the "**Transferor**")

and

Alcan Finances Switzerland AG,

a corporation incorporated in Switzerland having its registered office at Max Högger-
Strasse 6, 8048 Zürich
(hereinafter referred to as the "**Transferee**")

The Transferee and the Transferor shall hereinafter be referred to each as "**Party**" and
together as the "**Parties**".

PREAMBLE

WHEREAS, the Transferor operates a research and development facility in Neuhausen, Switzerland (the "**Neuhausen Facility**"), which is dedicated to research and development activities and other commercial and industrial activities of Rio Tinto Alcan's engineered products group. The Neuhausen Facility is the main research centre for the composites business unit (the "**Composites Business Unit**") of the engineered products group, with approximately one third of the activities of the Neuhausen Facilities relating to the Composites Business Unit;

WHEREAS, Rio Tinto Alcan is pursuing the sale of all entities making up the Composites Business Unit of the engineered products group to Schweiter Technologies Ltd. (the "**Sale**");

WHEREAS, the Transferor and the Neuhausen Facility will be included in the Sale.

WHEREAS, certain assets, patents, trademarks, registered intellectual property rights and liabilities owned by the Transferor and certain contracts entered into by the Transferor which neither relate to the Composites Business Unit nor to the Neuhausen Facility (the "**Retained EP Business**") are to be transferred to the Transferee as part of a restructuring process aiming at separating the Retained EP Business from the Composites Business Unit in view of the Sale;

WHEREAS, as a result of the transfer of the Retained EP Business from the Transferor to the Transferee, the employment agreements of the Retained EP Business employees which the Transferor manages and administers will be transferred by operation of law to the Transferee in accordance with the terms hereof;

NOW, THEREFORE, the Parties agree as follows:

1 Purchase and Sale of Business

1.1 Objects of Transfer

Subject to the terms and conditions set forth in this Agreement, the Transferor hereby undertakes to sell and to transfer, assign and deliver (or to procure the same) to the Transferee, and the Transferee hereby undertakes to buy or assume from the Transferor as of the Transfer Date (as defined in Section 9 hereunder):

- (a) the legal and beneficial ownership, free from all liens or third party rights, other than as described herein, of all assets composing the Retained EP Business, i.e. movable assets (the "**Transferred Movable Assets**"), patents, trademarks and other registered intellectual property rights (the "**Transferred IP Rights**") and receivables (the "**Transferred Receivables**") (together being referred hereinafter as the "**Transferred Assets**"), as set out in Annex 1.1 (a) to this Agreement;
- (b) the legal and beneficial ownership, free from all liens or third party rights, other than as described herein, of all the liabilities of the Retained EP Business (the "**Assumed Liabilities**"), all as set out in Annex 1.1 (b) to this Agreement;

- (c) the benefit and the burden of the contracts of the Retained EP Business (the "Transferred Contracts"), as set out in Annex 1.1 (c) (as amended by the Transferor from time to time until the Transfer Date to reflect changes in the ordinary course of business); and
- (d) the employees of the Retained EP Business (the "Transferred Employees"), as set out in Annex 1.1 (d).

1.2 Inventory

The Transferred Assets, the Assumed Liabilities, the Transferred Contracts and the Transferred Employees (collectively the "Objects of Transfer") are exhaustively listed in the inventory comprised in Annexes 1.1(a) to 1.1(d). This inventory is being acknowledged as correct and signed by both Parties

1.3 Net Asset Value

All transfers are made at book value as per the non-audited financial accounts of the Transferor as per 31 October 2008. The Transferred Assets have a book value of [REDACTED] and the Assumed Liabilities have a book value of [REDACTED]. Accordingly, the net asset deficit amounts to [REDACTED]

1.4 Transfer of Risks

All risks and benefits of the Objects of Transfer shall pass to the Transferee on the Transfer Date.

2 Compensation

In consideration of the transfer of the Objects of Transfer and their (negative) value, the Transferor shall pay and deliver, or shall procure the payment and delivery, to the Transferee, of an equalisation payment of [REDACTED] determined on the basis of the net asset deficit of the Retained EP Business.

3 Undertakings for the Transfer of the Objects of Transfer

3.1 Objects of Transfer

In furtherance of the transfer of the Transferred Assets, the Transferor shall sign and deliver, or cause to be signed and delivered to the Transferee, any and all assignment documents that may be required in connection thereto, in a form sufficient to cause the sale, transfer, assignment, conveyance, and delivery to the Transferee, its successors and assignees, of all rights, title and interest of the Transferor in and to the Objects of Transfer.

The Parties hereby undertake to (i) transfer to the Transferee any and all Objects of Transfer forming part of the Retained EP Business which have mistakenly not been listed

in Annexes 1.1.(c) to 1.1.(d) hereto, and to (ii) transfer back to the Transferor any and all Objects of Transfer not forming part of the Retained EP Business and that have mistakenly been listed in Annexes 1.1.(c) to 1.1.(d) hereto as soon as either Party has noticed any such mistake in such transfer or lack of transfer. The Parties shall collaborate together in relation thereto and use their reasonable best efforts to correct the situation as soon as possible.

The Transferee shall pay any and all costs and expenses relating to the transfer of the Objects of Transfer from the Transferor to the Transferee.

The Transferor and the Transferee shall each bear their own expenses incurred in connection with the negotiation of this Agreement.

3.2 Movable Assets

The Transferred Movable Assets located in the Transferor's Zurich and Lausanne premises will be transferred as of the date at which the lease agreements for such premises shall have been transferred from the Transferor (as tenant) to the Transferee (as new tenant). The lease agreements to be so transferred are (i) the lease agreement dated 7 March 2001, as amended, by and between Sidenzia AG (formerly known as Von Graffenried & Partner AG), Wallisellen, and the Transferor for the first and second floors of the premises at Max Högger-Strasse 6, 8048 Zurich, (ii) the lease agreement dated 6 April 2006 by and between Fondation du Parc Scientifique sur le site de l'EPFL – PSE, Lausanne, and the Transferor for offices located at PSE-C, 2nd floor, modules 219, 224 and 225 and (iii) the lease agreement dated 7 November 2008 by and between Fondation du Parc Scientifique sur le site de l'EPFL – PSE, Lausanne, and the Transferor for PSE-C, 2nd floor, modules 230, 231, 236, 237, 242, 243.

The Transferor will transfer the ownership and the effective possession of all the Transferred Movable Assets which are not located in Zurich or Lausanne to the Transferee within 30 calendar days from the date hereof.

3.3 Registered intellectual property rights

The Transferor hereby undertakes as soon as reasonably possible to (i) register the transfer of the Transferred IP Rights from the Transferor to the Transferee with any relevant intellectual property register, intellectual property organization or authority with which the Transferred IP Rights are registered as of the date hereof, and to (ii) execute any and all documents required for any such registration required to this effect.

The Transferor and the Transferee, or an affiliate of Transferee, shall, concurrently with the execution of this Agreement, enter into a intellectual property right service agreement whereby the Transferor shall perform all the ongoing management services for the Transferred IP Rights (the "IP Rights Service Agreement") (including, but not limited to, the renewal of the Transferred IP Rights where necessary). The Transferor shall in this context ensure that it remains/be registered as Transferor's authorized representative for the IP Rights with the various registers/organizations/authorities with which the IP Rights are registered as of the date hereof.

Handwritten signature/initials

For the sake of clarity, and in accordance with para. 2 of Section 3.1 of this Agreement all costs and expenses relating to (i) the registration of the transfer of the Transferred IP Rights from the Transferor to the Transferee and to (ii) the registration (if required) of the Transferor as authorized representative for the Transferred IP Rights with the various registers/organizations/authorities with which the Transferred IP Rights are registered, shall be borne by the Transferee. The costs and expenses relating to the Transferred IP Rights' ongoing management shall be governed by the terms and conditions of the IP Rights Service Agreement.

3.4 Receivables

The Transferor hereby agree to assign, and herewith formally assigns in writing within the meaning of Article 165 of the Swiss Code of Obligations (the "CO"), the Transferred Receivables. Within 10 calendar days from the date hereof, the Transferor shall send to its debtors a notice of assignment substantially in the form of Annex 3.4 for each of the Transferred Receivables within the meaning of Article 167 CO in order to inform them of their duty to discharge their obligations in respect of the Transferred Receivables to the Transferee ("Transfer Notice", set forth in Annex 3.4). The Transferor shall deliver to the Transferee all documents related to the Transferred Receivables. Should a debtor effect a payment to the Transferor after the Transfer Date with respect to the Transferred Receivables, the Transferor shall transfer the respective amount to the Transferee within 15 (fifteen) calendar days.

4 Liabilities

The Transferee hereby agrees to assume, and hereby formally assumes the Assumed Liabilities and hereby agrees to be bound by all covenants, stipulations and agreements under and relating to the Assumed Liabilities. The transfer of the Assumed Liabilities shall occur in accordance with Art. 175 seq. CO.

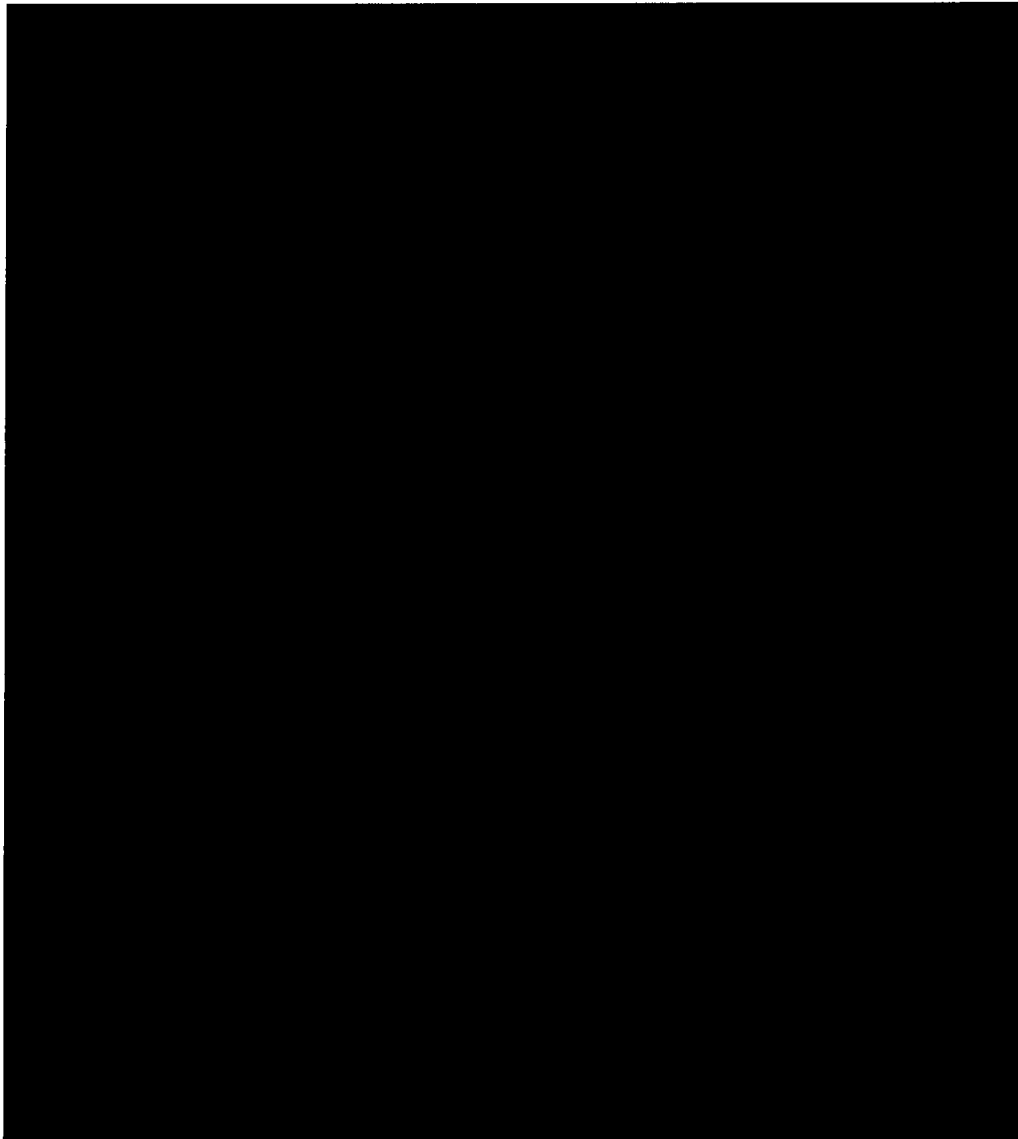
The Transferee undertakes to have each creditor of the Assumed Liabilities execute an assumption agreement substantially in the form set forth in Annex 4 hereto to ensure, as provided for under Art. 176 CO, a full discharge of the Transferor towards each creditor in respect of each of the Assumed Liabilities (the "**Liabilities Transfer Contracts**"). The Transferor shall deliver to the Transferee all documents related to the Assumed Liabilities. If a creditor expressly opposes the transfer of an Assumed Liability, such liability shall be assumed by the Transferee on its own behalf but in the name of the Transferor, as if the creditor had given its consent to the assumption of such Assumed Liability and if such liability had been transferred to the Transferee.

5 Transfer of Contracts

The Parties shall use their reasonable best efforts to procure that any necessary third party consents relating to the transfer of the Transferred Contracts from the Transferor to the Transferee be obtained within 30 calendar days from the date hereof.

If such consents cannot be obtained within such deadline, the relevant Transferred Contracts shall be performed by the Transferee on its own behalf but in the name of the Transferor, whereby the Transferee shall assume the economic burden and benefits of such contracts as if they had been validly transferred to it. The Transferor shall exercise the rights and obligations arising from such contracts on a fiduciary basis, in its name but on behalf of the Transferee, and shall thereby be bound by the instructions of the Transferee. The Transferee shall indemnify and hold harmless the Transferor in respect of all claims and liabilities arising from the fiduciary performance by the Transferor of such Transferred Contracts. Should a debtor effect a payment in respect of such Transferred Contracts to the Transferor after the date hereof, the Transferor shall transfer the respective amount to the Transferee within 15 (fifteen) calendar days.

6 Transfer of Employees



Handwritten signature



7 Transfer Taxes

All transfer taxes, including registration, stamp tax and VAT tax, if any, resulting from or relating to the transaction contemplated by this Agreement shall be borne by the Transferee.

8 Representation and Warranties of the Transferor

The Transferor hereby represents and warrants that it has valid title to the Objects of Transfer, free from any liens, encumbrances or other third party rights.

As the transfer of the Retained EP Business is effected between affiliates, the Transferor does not represent or warrant in any way as to any other matter concerning the Objects of Transfer conveyed to the Transferee hereunder. The Objects of Transfer are being transferred on an "AS IS, WHERE IS" basis without any representation or warranty of merchantability, fitness for a particular purpose, marketability, value or any other representation or warranty, express or implied, and the Transferee shall bear the economic and legal risks that any conveyances of the Objects of Transfer shall prove to be insufficient.

9 Transfer Date

Subject to the terms and conditions of this Agreement, the transfer of the Objects of Transfer shall, among the Parties, be effective as of 1 November 2009 (the "Transfer Date").

10 General Provisions

10.1 Effect on Third Parties

No person other than the Parties hereto shall have any rights or benefits under this Agreement, and nothing in this Agreement is intended to confer on any person other than the Parties hereto any rights, benefits or remedies.

10.2 Entire Agreement

This Agreement, including the Annexes and any other documents incorporated by reference, constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof, and shall supersede all prior oral and written agreements or understandings of the parties relating hereto. This Agreement, including the Annexes and any other documents referred to herein, shall be binding on all successors and assign of the parties hereto. All references to this Agreement shall be deemed to include the Annexes hereto.

10.3 Amendments and Waivers

This Agreement may only be modified or amended by a document signed by both parties. Any provision contained in this Agreement may only be waived by a document signed by the party waiving such provision.

10.4 No Assignment

This Agreement and performance of the obligations hereunder may not be assigned or subcontracted by either party without the prior written consent of the other party which consent shall not be unreasonably withheld.

10.5 Severability

Should any part or provision of this Agreement be held to be invalid or unenforceable by any competent court, governmental or administrative authority having jurisdiction, the other provisions of this Agreement shall nonetheless remain valid. In this case, the parties shall endeavour to negotiate a substitute provision that best reflects the economic intentions of the parties without being unenforceable, and shall execute all agreements and documents required in this connection.

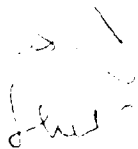
11 Applicable Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland. For the avoidance of doubt, the Parties explicitly waive to submit the present Agreement to the Articles 69 et seq. of the Merger Act.

The Parties hereby submit to the exclusive jurisdiction of the Courts of the Canton of Zurich, Switzerland in any dispute arising out of or in connection with this Agreement.

So agreed on 16 November 2009 in Zurich.

[THE REMAINDER OF THIS PAGE IS INTENTIONNALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]



Alcan Technology & Management AG

By:

Robert Sala, Managing Director

Rephase

Ludwig Huser, Manager of Operations

Alcan Finances Switzerland AG

By:

Peter Burkhalter, Chairman

Andreas Guth, Member of the Board

PAGES 10 TO 27 INTENTIONALLY REDACTED

Annex 1.1(a)

- Transferred IP Rights / 1)

Comment

06-14978

[illegible]