

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Johnson Matthey PLC	04/06/2011
RECEIVING PARTY DATA	
Name:	Dorf Ketal Chemicals (India) PVT. LTD
Street Address:	#1 Dorf Ketal Towers
Internal Address:	D'Monte Street, Orlem
City:	Malad West, Mumbai
State/Country:	INDIA
Postal Code:	400064
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13544773
CORRESPONDENCE DATA	
Fax Number:	(972)731-2289
Phone:	972-731-2288
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Rodney B. Carroll
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Address Line 4:	Plano, TEXAS 75024
ATTORNEY DOCKET NUMBER:	4339-03501
NAME OF SUBMITTER:	Rodney B. Carroll
Total Attachments: 7 source=ParentAssignment#page1.tif source=ParentAssignment#page2.tif source=ParentAssignment#page3.tif source=ParentAssignment#page4.tif source=ParentAssignment#page5.tif source=ParentAssignment#page6.tif source=ParentAssignment#page7.tif	

CH \$40.00 13544773

Executed Assignment for parent Application No. 10/537,651 filed on October 31, 2005 for use in  
Divisional Application No. 13/544,773 filed on July 9, 2012

DATED 6<sup>th</sup> April 2011

(1) JOHNSON MATTHEY PLC

- and -

(2) DORF KETAL CHEMICALS (INDIA) PVT. LTD

**JM IP TRANSFER AGREEMENT**

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**THIS DEED OF ASSIGNMENT** is made on 6<sup>th</sup> April 2011  
**BETWEEN:**

- (1) **JOHNSON MATTHEY PLC** a company incorporated and registered in England and Wales with number 00033774 which has its registered office at 5<sup>th</sup> Floor, 25 Farringdon Street, London EC4A 4AB ("Assignor"); and
- (2) **DORF KETAL CHEMICALS (INDIA) PVT. LTD.**, a corporation organized under the laws of the country of India having its principal place of business at #1 Dorf Ketal Towers, D'Monte Street, Orlem Malad-West, Mumbai ("Assignee").

**BACKGROUND:**

- A Assignor is the proprietor of the Patents and Trade Marks (both as defined below), together the "Vertec IP".
- B Assignor has agreed to assign its rights, title and interest in and to the Vertec IP to the Assignee by, and on the terms set out in, this deed of assignment ("Assignment").

**IT IS AGREED:**

**1. DEFINITIONS**

In this Assignment:

- "Patents" means the granted patents and patent applications as listed in part 1 of the schedule to this Assignment;
- "Trade Marks" means the registered trade marks and trade mark applications listed in part 2 of the schedule to this Assignment.
- "Co-Owned Patents" means the granted patents and patent applications listed in part 1 of the schedule to this Assignment under JM ref 50932

**2. ASSIGNMENT**

- 2.1 In consideration of the sum of ("the Price") now paid by the Assignee to the Assignor (the receipt and sufficiency of which Assignor hereby acknowledge) the Assignor hereby assigns to the Assignee absolutely all the Assignor's property, right, title and interest throughout the world in and to:
- 2.1.1 the Patents and, subject to Clause 2.2, the full and exclusive benefit thereof, including the benefit of any applications for registration whether now or in the future with the intention that when the applications are granted the registrations will vest in the Assignee;
  - 2.1.2 the Trade Marks and all and any right, title and interest in and to the Trade Marks, including the benefit of the applications for registration with the intention that when the applications are granted the registrations will vest in the Assignee, and any common law rights and all the goodwill attaching to the Trade Marks;
  - 2.1.3 the right to claim priority or seniority in respect of any of the Patents and/or the Trade Marks; and

2.1.4 the right to take all action necessary to recover damages or obtain any other remedies in respect of all infringements of any of the Vertec IP (or for passing off or for otherwise infringing the rights of the Assignors in the Trade Marks), whether committed before or after the date of this Assignment, including the right to retain any damages obtained as a result of such action.

2.2 It is acknowledged by the Assignee that the Co-Owned Patents are jointly owned by Performance Fibers, Inc ("PF") and hence that PF also has certain rights, title, interest and benefit therein under applicable laws in the capacity of being a co-owner and in terms of the provisions of a patent co-ownership agreement dated November 2001, and hence that the assignment of the Co-Owned Patents is subject to PF's such rights, title, interest and benefit therein.

### 3. COVENANT NOT TO USE

3.1 The Assignor hereby confirms that after the date of this Assignment neither it nor any of its affiliates shall have any rights (other than those granted under any applicable statutory provision) to use the Vertec IP, and undertakes not at any time after the date of this Assignment to use or procure or cause or (so far as it is able) permit the use of the Vertec IP (other than such use allowed under any applicable statutory provision).

3.2 The Assignor further confirms that at all times after the date of this Assignment neither it nor any of its affiliates shall apply to register anywhere in the world any trade or services marks containing the word "VERTEC" or any mark identical or confusingly similar to any of the Trade Marks.

### 4. CONDUCT OF CLAIMS

4.1 The Assignor shall give the Assignee on the Assignee's request all reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Vertec IP.

4.2 The Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs) actually incurred by it in providing the Assignee with such assistance.

### 5. NO WARRANTY

Nothing in this Assignment shall be construed as a representation or warranty by the Assignor that the Vertec IP (or any part of it) is valid or subsisting or (in the case of any pending applications for Patents and/or registration of Trademarks will proceed to grant or registration.

### 6. FURTHER ASSURANCE

The Assignor shall, from time to time at the request and cost of the Assignee, do (or procure to be done) all such other things and/or execute and deliver (or procure to be executed and delivered) all such other documents as may be reasonably required for the purpose of giving full effect to this Assignment and to vest in the Assignee the full benefit of the Vertec IP.

### 7. THIRD PARTIES

A person who is not party to this Assignment shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Assignment. This clause does not

affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

**8. NO PARTNERSHIP OR AGENCY**

Nothing in this Assignment is intended to create a partnership or joint venture or legal relationship of any kind that would impose liability upon one party for the act or failure to act of the other party between the parties, or to authorise either party to act as agent for the other. Neither party shall have authority to make representations, act in the name or on behalf of or otherwise to bind the other.

**9. COUNTERPARTS**

This Assignment may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart and each counterpart shall constitute an original of this Assignment, but all the counterparts shall together constitute one and the same agreement.

**10. GOVERNING LAW AND JURISDICTION**

This Assignment and any matter arising from or in connection with it shall be governed by and construed in accordance with English law and the parties irrevocably agree to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this Assignment.

**IN WITNESS** whereof the parties have executed this Assignment as a deed on the day and year first above written.

**SCHEDULE**

**Part 1: Patents**

**Polyester**

**a) JM ref: 60003**

**Title: Esterification catalysts**

<b>Country</b>	<b>Application No</b>	<b>Application Date</b>	<b>Grant No</b>	<b>Publication No.</b>	<b>Applicant *</b>	<b>Status</b>
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USA	10/537651	01-Dec-03		US2006-0155102	JM PLC	Pending
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Executed, but not delivered until the first date )  
specified on page 1, by JOHNSON )  
MATHEY PLC by an authorised )  
signatory in the presence of a witness: )

Signature 

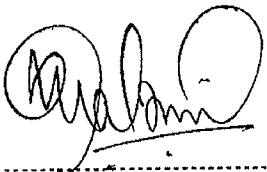
Name (block capitals) SIMON FARANTI  
Authorised Signatory

Witness signature 

Witness name ANNA LAWRENCE  
(block capitals)

Witness address 23 KINGSTON ROAD  
LONDON  
NW6 1PS

Executed, but not delivered until the first date )  
specified on page 1, by DORF KETAL )  
CHEMICALS (INDIA) PVT LIMITED by )  
an authorised signatory in the presence of a )  
witness:

Signature 

Name (block capitals) MR. VIJAY MALPANI  
Authorised Signatory  
GROUP CFO

Witness signature 

Witness name RAJESH RATHOD.  
(block capitals)

Witness address Room No: 7, Laxman Bhagla  
Chawl, Near Haridas  
Nagar, Borivali West,  
Mumbai - 400092.