# 502124453 11/09/2012

## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Element Six (Trade Marks)	06/19/2012

## **RECEIVING PARTY DATA**

Name:	Element Six Abrasives S.A.	
Street Address:	9 Rue Sainte	
City:	Zithe	
State/Country:	LUXEMBOURG	
Postal Code:	L-2763	

## PROPERTY NUMBERS Total: 2

Property Type	Number	
Patent Number:	8016054	
Patent Number:	8240405	

## **CORRESPONDENCE DATA**

**Fax Number**: 8015319168

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Joseph A. Walkowski

Address Line 1: PO BOX 2550

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ATTORNEY DOCKET NUMBER:	9971US/9971.1US
ATTORNEY DOCKET NUMBER:	997108/997

NAME OF SUBMITTER: Joseph A. Walkowski

Total Attachments: 3

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### CONFIRMATORY ASSIGNMENT

### PARTIES:

- (1) Element Six (Production) (Pty) Ltd of 1 Debid Road, Nuffield, Springs, South Africa and registered in South Africa under number 60/04396/07 (the "ASSIGNOR")
- (2) Element Six (Trade Marks) of Shannon Airport, County Clare, Ireland, and registered in Ireland under number 25542 (the "FIRST-ASSIGNEE")
- (3) Element Six Abrasives S.A. of 9 Rue Sainte Zithe L-2763, Luxembourg, and registered in Luxembourg under number B93186 (the "SUBSEQUENT-ASSIGNEE")

### 1. **DEFINITIONS:**

- 1.1 "APPLICATION" shall mean, jointly and severally, the PCT patent application set out in Schedule A to this Assignment.
- 1.2 "INVENTION" shall mean, jointly and severally, the invention or inventions to which the APPLICATION relates.

### 2. WHEREAS

2.1 By a first Deed of Assignment dated 28th June 2011 (the "EFFECTIVE DATE") the ASSIGNOR assigned Registered Intellectual Property Rights including the APPLICATION (hereinafter collectively and severally "REGISTERED IP RIGHTS"), and unregistered Intellectual Property Rights, to the FIRST-ASSIGNEE, and by a subsequent Deed of Assignment dated the EFFECTIVE DATE the FIRST-ASSIGNEE assigned the same to the SUBSEQUENT-ASSIGNEE.

### 3. IT IS AGREED THAT:

In consideration of the sum of US\$1 (one US dollar) paid by the FIRST-ASSIGNEE to the ASSIGNOR, receipt of which is hereby acknowledged, and the sum of US\$1 (one US dollar) paid by the SUBSEQUENT-ASSIGNEE to the FIRST-ASSIGNEE, receipt of which is hereby acknowledged:

- 3.1 The ASSIGNOR confirms the assignment of and as necessary assigns to the FIRST-ASSIGNEE, from the EFFECTIVE DATE, the right title and interest in the INVENTION and the APPLICATION, and the FIRST-ASSIGNEE confirms its acceptance of, and as necessary accepts, from the EFFECTIVE DATE, the right title and interest in the INVENTION and the APPLICATION.
- 3.2 The FIRST-ASSIGNEE confirms the subsequent assignment of and as necessary assigns to the SUBSEQUENT-ASSIGNEE, from the EFFECTIVE DATE, the right title and interest in the INVENTION and the APPLICATION, and the SUBSEQUENT-ASSIGNEE confirms its acceptance of, and as necessary accepts, from the EFFECTIVE DATE, the right title and interest in the INVENTION and the APPLICATION.
- 3.3 The assignments of the right title and interest in the INVENTION and the APPLICATION in clauses 3.1 and 3.2 include without limitation:
  - (a) the right to apply for and obtain patents in respect of the INVENTION in any country in the world;
  - (b) all right title and interest in the APPLICATION and all patent applications, patents and supplementary protection certificates which may now or at any time in the future derive or

PATENT REEL: 029274 FRAME: 0750 result or claim priority from the same or otherwise relate to the INVENTION, including without limitation those additional patent applications and patents listed in Schedule A and any divisionals, continuations, reissues, re-examination certificates, extensions, renewals and registrations in relation to any thereof and all and any other rights in the inventions comprised in any of the same (hereinafter collectively and severally "the PATENT RIGHTS");

- (c) the benefit of all priority dates;
- (d) the right to seek and to obtain registrations in any country in the world in respect of any patent deriving from the APPLICATION or otherwise included in the PATENT RIGHTS;
- (e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the PATENT RIGHTS or of the rights conferred by the publication of any of the same.
- 3.3 This Assignment shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts in respect of any dispute relating to this Assignment.

Signed on behalf of the ASSIGNOR  Element Six (Production (Pty) Ltd of 1 Debid Road, Nuffield, Springs, South Africa		Signed on behalf of the FIRST-ASSIGNEE  Element Six (Trade Marks) of Shannon Airport, County Clare, freland		
Name:	VM.L.Firl	Name:	BANGL SONON	
Position	Director.	Position	Director	
Date:	20/06/2012	Date:	19/6/12	
Signed on be ASSIGNEE:	half of the SUBSEQUENT-			
	Abrasives S.A. of 9 Rue Sainte Luxembourg			
Signature:	Susan Fletcher Watts			
Name:				
Position	Authorised Signatory			
Date:	22 June 2012			

Schedule A
Official Title: Polycrystalline Diamond Abrasive Elements

E6 Cruciform Patents

#### Belgium (EP) South Africa (PCT) South Africa (Prov) Sweden (EP) GB (EP) France (EP) Europe Germany (EP) Country US (PCT) US (Div) Japan (PCT) Italy (EP) Ireland (EP) Pending Granted Completed Granted Granted Pending Granted Granted Granted Granted Granted Status Nationalized Granted Granted 04735050.9 04735050.9 2005/9523 PCT/IB2004/001751 04735050.9 2006-530699 04735050.9 04735050.9 04735050.9 04735050.9 04735050.9 Application No 10/558,490 13/197,901 Application 27-May-04 27-May-04 27-May-04 27-May-04 27-May-04 27-May-03 27-May-04 27-May-04 27-May-04 27-May-04 27-May-04 27-May-04 27-May-04 27-May-04 Publication No. WO04/106004 2004106004 20080222966 2006528084 1628805 1628805 1628805 1628805 1628805 1628805 1628805 1628805 Date Publication 9-Dec-04 8,016,054 1628805 1628805 602004004653.1 1628805 Grant No 2005/9523 1628805 1628805 1628805 1628805 7-Feb-07 7-Feb-07 7-Feb-07 28-Mar-07 7-Feb-07 7-Feb-07 7-Feb-07 7-Feb-07 7-Feb-07 Grant Date 13-Sep-11

**RECORDED: 11/09/2012** 

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