# 502566990 11/13/2013

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2612802

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
PIETER VISMANS	11/05/2013
NAVEED ASLAM	06/27/2011
TONY HAMMOCK	11/08/2013
KEVIN HANKS	10/30/2013
ILIAS S. KOTSIANIS	11/01/2013
TIANSHU PAN	10/30/2013
DANIEL RANGEL-OSALDE	10/30/2013
KELLY WALLACE	11/04/2013

#### **RECEIVING PARTY DATA**

Name:	CELANESE INTERNATIONAL CORPORATION	
Street Address:	222 W. LAS COLINAS BLVD.	
Internal Address:	SUITE 900N	
City:	IRVING	
State/Country:	TEXAS	
Postal Code:	75039	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13975552

## **CORRESPONDENCE DATA**

 Fax Number:
 (703)848-2981

 Phone:
 7035843270

Email: klane@rmsclaw.com, ip@rmsclaw.com, docketing@rmsclaw.com

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

Correspondent Name: ROBERTS MLOTKOWSKI SAFRAN & COLE, P.C.

Address Line 1: P.O. BOX 10064

Address Line 4: MCLEAN, VIRGINIA 22102-8064

**PATENT** 

ATTORNEY DOCKET NUMBER:	342234-08201
NAME OF SUBMITTER: JEFFREY T. GENDZWILL	
Signature: /Jeffrey T. Gendzwill/	
Date: 11/13/2013	
Total Attachments: 13 source=00016829#page1.tif source=00016829#page3.tif source=00016829#page4.tif source=00016829#page5.tif source=00016829#page6.tif source=00016829#page7.tif source=00016829#page7.tif source=00016829#page9.tif source=00016829#page9.tif source=00016829#page10.tif source=00016829#page11.tif source=00016829#page11.tif source=00016829#page12.tif	

Attorney Docket No.: 342234-08201 Celanese Ref. No.: 2012P0193-US-NP

#### ASSIGNMENT

WHEREAS, PIETER VISMANS; NAVEED ASLAM; TONY HAMMOCK; KEVIN HANKS; ILIAS S. KOTSIANIS; TIANSHU PAN; DANIEL RANGEL-OSALDE; and KELLY WALLACE (hereinafter referred to as ASSIGNORS), have invented certain new and useful inventions relating to PROCESS FOR PRODUCING VINYL ACETATE (hereinafter referred to as THE INVENTION) for which an application for United States Letters Patent was filed on August 26, 2013, as Serial No. 13/975,552.

WHEREAS, CELANESE INTERNATIONAL CORPORATION, a corporation duly organized under and pursuant to the laws of Delaware and whose post office address is 222 W. LAS COLINAS BLVD., SUITE 900N, IRVING, TEXAS 75039, (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to THE INVENTION in the United States and throughout the world.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNORS, by these presents do sell, assign and transfer unto said Assignees, the entire right, title and interest in and to The Invention and The Application throughout the United States of America, including any and all United States Letters Patent granted on any non-provisional, division, continuation, and reissue of THE APPLICATION; and the entire right, title and interest in and to THE INVENTION throughout the world, including the right to apply for patents and inventor certificates in respect thereof and to claim priority pursuant to rights accorded Assignors under the terms of the Paris International Convention and all other available international conventions and treaties; and the entire right, title and interest in and to any and all applications filed throughout the world in respect of THE INVENTION and to any and all patents, patents of addition, utility models, patents of importation, revalidation patents and inventor certificates which may be granted throughout the world in respect of THE INVENTION.

ALSO, ASSIGNORS hereby agree to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of THE INVENTION or any other patent application(s) or inventor certificate(s) in the United States and in foreign countries for THE INVENTION, including additional documents that may be required to affirm the rights of Assignee in and to The Invention, all without further consideration. Assignors also agree, without further consideration and at Assignee's expense, to identify and communicate to Assignee at ASSIGNEE'S request documents and information concerning THE INVENTION that are within ASSIGNORS' possession or control, and to provide further assurances and testimony on behalf of Assignees that lawfully may be required of Assignors in respect of the prosecution, maintenance and defense of any patent application or patent encompassed within the terms of this instrument.

ASSIGNORS also agree, without further consideration and at ASSIGNEE's expense, to transfer the right to sue for past infringement to ASSIGNEE and at ASSIGNEE's request documents and information concerning the enforcement of the right to sue within ASSIGNORS possession or control, and to provide further assurances and testimony on behalf of Assignee that lawfully may be required of Assignors in respect of the right to sue of any patent encompassed within the terms of this instrument.

Assignors' obligation under this instrument shall extend to Assignors' heirs, executors, administrators and other legal representatives.

Assignors hereby grant the firm of Roberts Mlotkowski Safran & Cole, P.C of McLean, Virginia, the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent referred to above to Assignee of the entire right, title and interest in and to the same, for Assignee's sole use and behalf; and for the use and behalf of ASSIGNEE'S legal representatives and successors, to the full end of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by Assignors had this assignment and sale not been made.

Signature of Assignor

STATE OF TEXA

COUNTY OF #

Before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his name hereto.

Subscribed and Sworn to before me, in my presence,

This 5th day of Movember,

My commission spires Ilovember 16



# Celanese

#### Restrictive Covenant Agreement New Employee

You (New Employee) acknowledge and recognize the highly competitive nature of the businesses of Celanese Corporation, (the "Company"). In consideration of your employment with Celanese, including but not limited to: salary, other benefits, continued training and access to Confidential information, and participation in the Celanese Annual Bonus Plan and any other bonus or incentive plans for which you may become eligible, you the "New Employee" accordingly agree as follows:

#### I. Non-Competition

- A. During your term of employment and, for a period of two (2) years following the date you cease to be employed by the Company (the "Restricted Period"), you will not, without the express written permission of the Company, whether on your own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever ("Person"), directly or indirectly solicit or assist in soliciting in competition with the Company or its affiliates, the business of any client or prospective client of the Company:
  - With whom you had personal contact or dealings on behalf of the Company or its affiliates during the two (2) year period preceding your termination of employment;
  - 2. With whom employees reporting to you have had personal contact or dealings on behalf of the Company or its affiliates during the two (2) years immediately preceding your termination of employment; or
  - For whom you had direct or indirect responsibility during the two (2) years immediately preceding your termination of employment.
- B. During the Restricted Period, without the express written permission of Celanese, you will not directly or indirectly:
  - Engage in any business that competes with the business of the Company or its affiliates (including, without limitation, business which the Company or its affiliates have specific plans to conduct in the future and as to which you are aware of such planning) in any geographical area where the Company or its affiliates manufactures, produces, sells, leases, rents, ficenses or otherwise provides its products or services (a "Competitive Business");
  - Enter the employ of, or render any services to, any Person (or any division or controlled or controlling affiliate of any Person) who or which engages in a Competitive Business;

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- 3. Acquire a financial interest in, or otherwise become actively involved with, any Competitive Business, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant; or
- 4. Interfere with, or attempt to interfere with, business relationships (whether formed before, on or after the date of this Agreement) between the Company or any of its affiliates and customers, clients, supplier's partners, members or investors of the Company or its affiliates.
- C. Notwithstanding anything to the contrary in this Agreement, New Employee may, directly or indirectly own, solely as an investment, securities of any Person engaged in the business of the Company or its affiliates which are publicly traded on a national or regional stock exchange or on the over-the-counter market if you (A) are not a controlling person of, or a member of a group which controls, such person and (B) do not, directly or indirectly, own 5% or more of any class of securities of such Person.

# II. Non Solicitation/No-Hire

- A. During the Restricted Period, you will not, whether on your own behalf or on behalf of or in conjunction with any Person, directly or Indirectly:
  - 1. Solicit or encourage any employee of the Company or its affiliates to leave the employment of the Company or its affillates; or
  - 2. Hire any such employee who was employed by the Company or its affiliates as of the date of your termination of employment with the Company or who left the employment of the Company or its affiliates coincident with, or within two years prior to or after, the termination of your employment with the Company.
- B. During the Restricted Period, you will not, directly or indirectly, solicit or encourage to cease to work with the Company or its affiliates any consultant then under contract with the Company or its affiliates.

#### III. Confidentiality

A. You will not at any time (whether during or after your employment with the Company) (x) retain or use for the benefit, purposes or account of you or any other Person; or (y) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information -including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs,

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products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals - concerning the past, current or future business, activities and operations of the Company, its subsidiaries or affiliates and/or any third party that has disclosed or provided any of same to the Company on a confidential basis ("Confidential information") without the prior written authorization of the Board.

- B. "Confidential Information" shall not include any information that is: (1) generally known to the industry or the public other than as a result of your breach of this covenant or any breach of other confidentiality obligations by third parties; (2) made legitimately available to you by a third party without breach of any confidentiality obligation; or (3) required by law to be disclosed; provided that you shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.
- C. Except as required by law, you will not disclose to anyone, other than your immediate family and legal or financial advisors, the existence or contents of this Agreement; provided that you may disclose to any prospective future employer the provisions of this Agreement provided they agree to maintain the confidentiality of such terms.
- D. Upon termination of your employment with the Company for any reason, you shall: (1) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company, its subsidiaries or affiliates; (2) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in your possession or control (including any of the foregoing stored or located in your office, home, laptop or other computer, whether or not Company property) that contain Confidential information or otherwise relate to the business of the Company, its affiliates and subsidiaries, except that you may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information; and (3) notify and fully cooperate with the Company regarding the delivery or destruction of any other Confidential Information of which you are or become aware.

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#### IV. Intellectual Property

713--52

- A. If you have created, invented, designed, developed, contributed to or improved any works of authorship, inventions, intellectual property, materials, documents or other work product (including without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials) ("Works"), either alone or with third parties, prior to your employment by the Company, that are relevant to or implicated by such employment ("Prior Works"), you hereby grant the Company a perpetual, non-exclusive, royalty-free, worldwide, assignable, sublicensable license under all rights and intellectual property rights (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) therein for all purposes in connection with the Company's current and future business.
- B. If you create, invent, design, develop, contribute to or improve any Works, either alone or with third parties, at any time during your employment by the Company and within the scope of such employment and/or with the use of any the Company resources ("Company Works"), you shall promptly and fully disclose same to the Company and hereby intevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company.
- C. You agree to keep and maintain adequate and current written records (in the form of notes, sketches, drawings, and any other form or media requested by the Company) of all Company Works. The records will be available to and remain the sole property and intellectual property of the Company at all times.
- D. You shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party without the prior written permission of such third party. You hereby indemnify, hold harmless and agree to defend the Company and its officers, directors, partners, employees, agents and representatives from any breach of the foregoing covenant. You shall comply with all relevant policies and guidelines of the Company, including regarding the protection of confidential information and intellectual property and potential conflicts of interest. You acknowledge that the Company may amend any such policies and guidelines from time to time, and that you remain at all times bound by their most current version.

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#### A STATE LEAD TO SHOOT

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- B. It are problementated and opposed that addressed you are all the Company consists of the interference particular of the placement on the consists of its final content of the least of the content of its final particular of the content of its final particular of the content of its final particular of particular of the content of t

#### VI Postchard Cock

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- Promising of additional RCV's provid include but pre-part from but per provide resolved to connection safet; it should entire or policy large large separational A relativisties relationated. In participation of a commentary.
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#### VI. Smirth, Performance

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VIII. <u>Changes to Agreement.</u> This Agreement shall not be waived, amended, or terminated except in writing, signed by the parties. No waiver of a breach of any term or condition of this Agreement shall be deemed to constitute the waiver of any other breach of the same or any other term or condition.

- IX. Entire Agreement. This Agreement shall constitute the entire understanding of the parties with respect to the subject matter, superseding all prior and contemporaneous promises, agreements and understandings, whether written or oral, pertaining thereto.
- X. <u>Headings.</u> The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Agreement as of the date set forth below:

Company Representative

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Attorney Docket No.: 342234-08201 Serial No.: 13/975,552 Celanese Ref. No.: 2012P0193-US-NP

Date	Signature of Assignor
STATE OF TEXAS )	NAVE ET ASLAM
) SS	
COUNTY OF)	
	appeared the person whose name is subscribed to the foregoing instrument, and executed the sence for the perpose contained therein, by signing his name hereto.
Subscribed and Sworn to befor	ane, in my presence,
This day of  Notary Public My commission expires	
Notary Public	
My commission expires	
in my presence for the purpose con Subscribed and Sworn to before m	Signature of Assignor  Teny Q. How Tony Hammock  Susan anne is subscribed to the foregoing instrument, and executed the foregoing instrument tained therein, by signing his name hereto.  Tony Hammock  Susan annette Cory My Commission Expires January 10, 2017  January 10, 2017
Date	Signature of Assignor
STATE OF TEXAS )	Kevid Hanks
COUNTY OF) SS	
Before me personally a foregoing instrument in my pres	appeared the person whose name is subscribed to the foregoing instrument, and executed the ence for the purpose contained therein, by signing his name hereto.
Subscribed and Sworn to before	me, in my presence,
Thisday of	
Notary Public	
My commission expires	

Attorney Docket No.: 342234-08201 Celanese Ref. No.: 2012P0193-US-NP

Date Signature of Assignor NAVEED ASLAM STATE OF TEXAS COUNTY OF \_ Before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his name hereto. Subscribed and Sworn to before me, in my presence, This \_\_\_\_\_, \_\_\_\_, Notary Public \_\_\_\_ My commission expires Date \_\_\_\_\_ Signature of Assignor TONY HAMMOCK COUNTY OF \_\_\_\_ Before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his name hereto. Subscribed and Sworn to before me, in my presence, This \_\_\_\_\_ day of \_\_\_\_ Notary Public My commission expires \_\_\_ Date 10.30 - 13 Signature of Assignor STATE OF TEXAS COUNTY OF Harris Before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his name hereto. Subscribed and Sworn to before me, in my presence, This 30th day of October, 2013 **ZEPHIA L RIESS** Notary Public Light & Liess
My commission expires il richarder 16, 30 My Commission Expires November 16, 2015

> PATENT REEL: 031589 FRAME: 0950

Serial No.: 13/975,552

Date 11/1/2013 STATE OF TEXAS COUNTY OF HOSTIS	Signature of Assignor ) ) SS	ILIAS S. KOTSIANIS
in my presence for the pur Subscribed and Sworn to b	eared the person whose name is subscripose contained therein, by signing his nate of the person may presence,  We will be a subscription of the person whose name is subscription of the person of th	ZEPHIA L RIESS My Commission Expires November 16, 2015
DateSTATE OF TEXAS COUNTY OF	Signature of Assignor ) ) SS	TIANSHU PAN
in my presence for the purp	cose contained therein, by eigning his na efore me, in my presence,	bed to the foregoing instrument, and executed the foregoing instrument ame hereto.
Date	Signature of Assignor	
STATE OF TEXAS	)	DANIEL RANGEL-OSALDE
COUNTY OF	) SS . )	
Before me personally appe in my presence for the purp Subscribed and Sworn to be	ose contained therein by signing his na	ped to the foregoing instrument, and executed the foregoing instrument me hereto.
Thisday of		
Notary Public		
Notary Profits  Avenumission expires		

Attorney Docket No.: 342234-08201

Celanese Ref. No.: 2012P0193-US-NP

Serial No.: 13/975,552

11

Attorney Docket No.: 342234-08201 Serial No.: 13/975,552 Celanese Ref. No.: 2012P0193-US-NP Date \_\_\_ Signature of Assignor ILIAS 8. KOTSIANIS STATE OF TEXAS COUNTY OF Before me personally appeared the person whose pame is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his name hereto. Subscribed and Sworn to before me, in my presence, My commission expires Signature of Assignor TIANSHU PAN Before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his name hereto. Subscribed and Sworn to before me, in my presence, This 30th day of October , 2013 Notary Public

Commonwealth of Virginia

Commission 1D# 7523889 Notary Public Cynthia H. Park
My commission expires 0131/2016 Signature of Assignor DANIEL RANGEL-OSALDE STATE OF TEXAS COUNTY OF \_\_\_

Before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument
in my presence for the purpose contained therein, by signing his name hereto.
Subscribed and Sworn to before me, in my presence,
This,,

My commission expires \_\_\_\_\_

Attorney Docket No.: 342234-08201 Serial No.: 13/975,552 Celanese Ref. No.: 2012P0193-US-NP

Date	Signature of Assignor	
		Ilias 8. Kotsianis
STATE OF TEXAS	) ) SS	
COUNTY OF	)	
	ose contained therein, by signing his	cribed to the foregoing instrument, and executed the foregoing instrument name hereto.
This day of		
Notary Public		
My commission expires		
Date	Signature of Assignor	
	Signature of Assignor	TIANSHU PAN
STATE OF TEXAS	)	
COUNTY OF	) SS )	
Refore me personally appe	ared the nerson whose partie is subs	ribed to the foregoing instrument, and executed the foregoing instrument
in my presence for the purp	ose contained therein, by signing his	name hereto.
Subscribed and Sworn to be	efore me, in my presence,	
Thisday of		
Notary Public		
My commission expires		
		T. W
Date October 50, 201:	Signature of Assignor	1/art
STATE OF TEXAS	)	DANIEL RANGEL-OSALDE
COUNTY OF Harris	) SS	
COUNTY OF TIMITIS	)	
Before me personally appear in my presence for the purpo Subscribed and Sworn to be	ose contained therein, by signing his	ribed to the foregoing instrument, and executed the foregoing instrument name hereto.
This 30th day of 0	Jober , 2013	CHAY PUR
Notary Public 27 Phil My commission skpires 11	2 & Rien	ZEPHIA L RIESS My Commission Expires November 16, 2015
<i>J</i> 14.	,,,,,	STATE OF TRUE

Attorney Docket No.: 342234-08201 Celanese Ref. No.: 2012P0193-US-NP

Date 11/4/2013

Signature of Assignor

STATE OF TEXAS

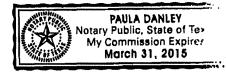
county of (hambers)

Before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his name hereto.

Subscribed and Sworn to before me, in my presence,

This Lith day of November, 20

My commission expires 3-31-2015



Serial No.: 13/975,552

Page 4 of 4 PATENT
REEL: 031589 FRAME: 0954