

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2612912

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALCAN INTERNATIONAL LIMITED	04/15/2013
RECEIVING PARTY DATA	
Name:	WILLIAM BLYTHE LIMITED
Street Address:	CENTRAL ROAD TEMPLE FIELDS
City:	HARLOW ESSEX
State/Country:	UNITED KINGDOM
Postal Code:	CM20 2BH
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6245846
Patent Number:	6576696
CORRESPONDENCE DATA	
Fax Number:	(312)759-5646
Phone:	3123571313
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Correspondent Name:	BARNES & THORNBURG LLP
Address Line 1:	P.O. BOX 2786
Address Line 4:	CHICAGO, ILLINOIS 60690-2786
ATTORNEY DOCKET NUMBER:	62681
NAME OF SUBMITTER:	ERIN J. FOX
Signature:	/Erin J. Fox/
Date:	11/13/2013

CH \$80.00 6245846

Total Attachments: 12

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TRADE MARK & PATENT ASSIGNMENT

Alcan Chemicals Limited ("ACL")

2 Eastbourne Terrace
London
W2 6LG

British Alcan Aluminium plc ("BAA")

2 Eastbourne Terrace
London
W2 6LG

Rio Tinto Alcan International Limited (formerly known as Alcan International Limited) ("**RTAIL**")

1188, Sherbrooke Street West
Montreal
Quebec,
H3A 3G2
CANADA

(together, the "**Alcan Parties**")

William Blythe Limited ("WB")

Central Road
Temple Fields
Harlow
Essex
CM20 2BH

(WB and the Alcan Parties together, the "**Parties**")

Effective Date: 15th April 2013

TRADE MARK AND PATENT ASSIGNMENT

1. BACKGROUND

WB and ACL entered into a letter agreement dated 3 December 2008 (the "**2008 Agreement**"), pursuant to which ACL licensed to WB the right to use its accumulated know-how and intellectual property associated with the use of zinc hydroxystannate and zinc stannate as a flame retardant additive (products sold commercially as Flamtard S, Flamtard H, Flamtard HB and Flamtard HT) (the "**Products**"), in consideration for WB paying a licence fee to ACL. ACL also agreed to provide scientific and technical support to the manufacturing, processing, quality control and use of the Products (the "**Services**").

With effect from 1 November 2012, ACL was no longer able to provide the Services and so WB and ACL now wish to terminate the 2008 Agreement and to replace it with this agreement, pursuant to which the Alcan Parties agree to assign various trade marks and patents to WB.

2. TERMINATION OF 2008 AGREEMENT

WB and ACL hereby agree that the 2008 Agreement will terminate in full with effect from the Effective Date.

3. ASSIGNMENT OF TRADE MARKS

3.1 In consideration of the amount set out in clause 6.1.2 and other good and valuable considerations (the receipt and sufficiency of which are hereby acknowledged), ACL and BAA, in respect to the trade marks it is the owner of as set out in Appendix 1, hereby sell, assign, convey and transfer to WB (who does hereby accept such sale, assignment, conveyance and transfer) all its right, title and interest, in the countries as set out in Appendix 1, in and to the registered Flamtard trade marks detailed in Appendix 1 to this agreement, including:

3.1.1 all statutory and common law rights attaching to such trade marks and to the "Flamtard" trade name, together with the goodwill in and arising from their use, including, without limitation, in relation to the goods and/or services in respect of which such trade marks and the "Flamtard" trade name are registered and/or used; and

3.1.2 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to recover and retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any such trade marks or use of the "Flamtard" trading name, whether occurring before, on or after the Effective Date; and

3.1.3 the right to extend to, or register in, or in respect of, any country or territory in the world, each and any of such trade marks,

(hereinafter the "**Trade Marks**").

3.2 It is ACL's, BAA's and WB's intention that under this assignment, subject to any qualifications specifically set out in this agreement, WB shall have the same rights and obligations related to the Trade Marks as those ACL and BAA had before the Effective Date,

4. ASSIGNMENT OF PATENTS

4.1 In consideration of the amount set out in clause 6.1.1 and other good and valuable considerations (the receipt and sufficiency of which are hereby acknowledged), RTAIL hereby sells, assigns and transfers to WB, who hereby

accepts such sale, assignment and transfer all its right, title and interest in and to, in all applicable country or countries as set out in Appendix 2, the patents and all partial or total further development, continuations, divisions, renewals, extensions and re-issuance of all patents as listed in Appendix 2 to this agreement, including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to recover and retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of such patents or any patents granted on any of the applications filed as aforesaid, whether occurring before, on or after the Effective Date (hereinafter the "**Patents**").

- 4.2 It is RTAIL's and WB's intention that under this assignment, subject to any qualifications specifically set out in this agreement, WB shall have the same rights and obligations related to the Patents as those RTAIL had before the Effective Date

5. WARRANTIES

Each of the Alcan Parties represent and warrant to WB, in respect of the Trade Marks and/or Patents that it is assigning to WB (the "**Relevant IP**") that:

- 5.1 it is the exclusive owner of, and owns all the rights and interests in, the Relevant IP; and
- 5.2 it is properly registered as the registered proprietor of the Relevant IP, which, with respect to the Patents, is Alcan International Limited who is now known as Rio Tinto Alcan International Limited; and
- 5.3 it has not given any third party permission to use any of the Relevant IP beyond the Effective Date or otherwise licensed or assigned any of the rights under the Relevant IP; and
- 5.4 the Relevant IP is free from any security interest, option, mortgage, charge or lien; and
- 5.5 to the best of their knowledge, the Relevant IP, as at the Effective Date, is valid and subsisting and is not subject to amendment, challenge to validity, removal or surrender; and
- 5.6 all application, registration, renewal and other fees due in respect of the period up to the Effective Date only have been paid in respect of the Relevant IP.

6. CONSIDERATION

- 6.1 WB agrees to pay the sum of:

- 6.1.1 £10 (ten pounds sterling) to RTAIL as consideration for each of the Patents assigned to WB under this agreement (receipt of which RTAIL expressly acknowledges); and
- 6.1.2 £10 (ten pounds sterling) to ACL or BAA (whichever is the owner of the relevant Trade Mark), as consideration for each of the Trade Marks assigned to WB under this agreement (receipt of which ACL and BAA expressly acknowledge).
- 6.2 Subject to paragraph 6.3 of this agreement, WB further agrees that for the period from 1 November 2012 to 2 December 2016 (being the date the 2008 Agreement would have expired), WB will pay ACL a sum of 2% of the ex works sales price (ex works being as defined in Incoterms 2010) on the Products manufactured and sold by WB commercially as Flamtard S, Flamtard H, Flamtard HB and Flamtard HT(excluding sales to the USA, Canada, Mexico and Japan) (the "Price"), such amount to be paid quarterly in arrears. WB will keep records of sales of the Products sold by WB commercially as Flamtard S, Flamtard H, Flamtard HB and Flamtard HT (excluding sales to the USA, Canada, Mexico and Japan) and will provide quarterly statements to ACL showing the quantity of such Products that have been sold in the relevant period.
- 6.3 Upon either WB or ACL sending a written request to the other, WB and ACL will review the Price and, if any changes to it are agreed, such changes (and their effective date) will be recorded in writing.
- 6.4 For the avoidance of doubt, WB has the right to develop and sell new products and to extend the Flamtard product range, in each case whether under the "Flamtard" trade name, the Trade Marks and/or the Patents, without payment of the Price to ACL; the Price is only payable to ACL in respect of sales of the Flamtard products specifically listed in paragraph 6.2

7. FURTHER ASSURANCE

- 7.1 Each of the Alcan Parties in respect of the Trade Marks and/or Patents that it is assigning to WB agree to, at WB's cost and upon WB's written request to do so, execute (or procure the execution of) all requested documents required by law and to do all other things reasonably necessary, to vest in WB the full benefit of the right, title and interest assigned to WB under this agreement. WB will file said documents, at its cost, with any relevant authorities.
- 7.2 Each of the Alcan Parties in respect of the Trade Marks and/or Patents that it is assigning to WB agree to do the following at WB's cost and upon WB's written direction, pending formal registration or recordal of the assignment of the Trade Marks and Patents to WB in the countries set out in the Appendices to this agreement:

- 7.2.1 ensure that copies of all relevant correspondence that it, or its agent(s), receive (including any renewal advice or other notification received from any relevant registry) in relation to the Patents or Trade Marks are promptly delivered to WB, marked for the attention of the Managing Director or any other person that WB notifies to the Alcan Parties; and
- 7.2.2 provide WB with all relevant information and other assistance reasonably required by WB to conduct, defend or settle any relevant applications, claims, actions or proceedings relating to the Patents or Trade Marks (including producing, in the appropriate form, any evidence of its use of the Trade Marks and/or Patents); and
- 7.2.4 testify or execute all lawfully required affidavits for the maintenance or defence of the Patents or Trade Marks.
- 7.3 The Alcan Parties will deliver to WB (or WB's nominated representative) as soon as reasonably practicable all deeds, documents of title, certificates and other files and records (including those of its agent(s)) relating to the Trade Marks and Patents.
- 7.4 WB undertakes to register this assignment agreement and file and deposit all other required documentation, at its own expense, with the relevant authorities in each of the applicable countries set out in this agreement and undertakes to do all other things necessary to render the assignment of the Trade Marks and Patents effective. WB undertakes to pay all applicable application, filing, registration, renewal, maintenance and other fees with respect to the Patents and Trade Marks as they fall due from the Effective Date.

8. GENERAL

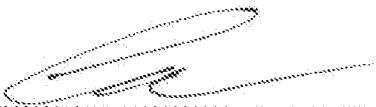
- 8.1 This agreement constitutes the entire agreement between the Parties and supersedes any prior agreement or arrangement in respect of its subject matter. Each Party acknowledges that it has not relied upon, and will have no remedy in respect of, any representation, misrepresentation or statement (whether made by another Party or any other person) which is not expressly set out in this agreement, provided that nothing in this paragraph 8.1 will be interpreted or construed as limiting or excluding the liability of any Party for fraud or fraudulent misrepresentation.
- 8.2 No variation of this agreement will be valid unless it is in writing and signed by a duly authorised representative on behalf of each of the Parties.
- 8.3 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected.


- 8.4 No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the Parties.
- 8.5 Any notice given in connection with this agreement must be in writing and must be delivered by hand or sent by prepaid first class or special delivery post to the relevant Party or Parties at the addresses set out at the start of this agreement (or to such other addresses as may be notified by one Party to the others from time to time). Notices will be deemed to have been received at the time of delivery (if delivered by hand) or at 9.00am on the second working day (in England) after posting (exclusive of the day of posting), provided that, where in the case of delivery by hand such delivery occurs after 4.00pm on any working day (in England), service will be deemed to occur at 9.00am on the next following working day (in England).
- 8.6 This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by, and construed in accordance with English Law.
- 8.7 The Parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

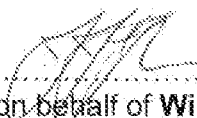
IN WITNESS HEREOF, the Parties have executed this agreement as of the Effective Date:

Signed: James Wilkie
For and on behalf of **Alcan Chemicals Limited**
Name: JAMES WILKIE
Title: Director
Date: 24 April 2013

Signed: James Wilkie
For and on behalf of **British Alcan Aluminium plc**
Name: JAMES WILKIE
Title: Director
Date: 24 April 2013

Signed: 
For and on behalf of Rio Tinto Alcan International Limited
Name: LOUIS DOBE
Title: VICE PRESIDENT & SECRETARY
Date: 07 MAY 2013

Signed: 
For and on behalf of Rio Tinto Alcan International Limited
Name: LOUIS GRATTON
Title: ASSISTANT SECRETARY
Date: 09 MAY 2013

Signed: 
For and on behalf of William Blythe Limited
Name: T. J. HUGHES
Title: MANAGING DIRECTOR
Date: 18/4/2013

APPENDIX 1
THE TRADE MARKS

Case Number	Trademark Name	Country Name	Sub Case	Owner	Status	Appl. No.	Filing Date	Reg. No.	Reg Date	Renewal
TM2376	FLAMTARD	Australia		ALCAN CHEMICALS LTD	Registered	574877	23-Mar-1992	574877	23-Mar-1992	23-Mar-22
TM2376	FLAMTARD	Benelux		ALCAN CHEMICALS LTD	Registered	737485	20-Nov-1989	468637	20-Nov-1989	20-Nov-19
TM2376	FLAMTARD	Canada		FLEXIA CORPORATION	Registered	381689	27-Dec-1974	210722	28-Nov-1975	28-Nov-20
TM2376	FLAMTARD	Germany		BRITISH ALCAN ALUMINIUM PLC	Registered	83700/1W1.8	18-Nov-1989	1166532	18-Nov-1989	18-Nov-19
TM2376	FLAMTARD	Germany	1	ALCAN CHEMICALS LTD	Registered	65392 DO-W	01-Oct-1990	648718 DO-W	01-Oct-1990	01-Oct-20
TM2376	FLAMTARD	Denmark		BRITISH ALCAN ALUMINIUM PLC	Registered	08683/89 VA	22-Nov-1989	01483/1991	08-Mar-1991	08-Mar-21
TM2376	FLAMTARD	Spain		BRITISH ALCAN ALUMINIUM PLC	Registered	1532335	21-Nov-1989	1532335	21-Nov-1989	21-Nov-19
TM2376	FLAMTARD	France		BRITISH ALCAN ALUMINIUM PLC	Registered	163081	21-Nov-1989	1561247	21-Nov-1989	21-Nov-19
TM2376	FLAMTARD	United Kingdom		BRITISH ALCAN ALUMINIUM PLC	Registered	1386244	22-May-1989	1386244	22-May-1989	22-May-16
TM2376	FLAMTARD	Ireland		ALCAN CHEMICALS LTD	Registered	6133/89	20-Nov-1989	138750	22-May-1989	22-May-20
TM2376	FLAMTARD	Italy		BRITISH ALCAN ALUMINIUM PLC	Registered	25901 C/89	21-Nov-1989	00573572	21-Nov-1989	21-Nov-19
TM2376	FLAMTARD	Japan		BRITISH ALCAN ALUMINIUM PLC	Registered	1-132197	22-Nov-1989	2421928	30-Jun-1992	30-Jun-12
TM2376	FLAMTARD	Japan	1	BRITISH ALCAN ALUMINIUM PLC	Registered	2002-80645	20-Sep-2002	4695069	25-Jul-2003	25-Jul-13
TM2376	FLAMTARD	Sweden		BRITISH ALCAN ALUMINIUM PLC	Registered	10948/89	20-Nov-1989	226092	23-Aug-1991	23-Aug-21
TM2376	FLAMTARD	United States of America		BRITISH ALCAN ALUMINIUM PLC	Registered	144545/74	04-Mar-1991	1796664	05-Oct-1993	05-Oct-13

APPENDIX 2
THE PATENTS

Internal Reference
IR4905

Title

SYNERGISTIC EFFECTS OF FLAMTARD
SB203 X-REF IR 4864

Owner
ALCAN INTERNATIONAL LIMITED

Country	Filing Date	Application Number	Issue Date	Patent Number	Expiration Date
Belgium	07-janv-1998	98900301.7	28-mars-2001	EP0953017	07-janv-2018
Canada	07-janv-1998	2277030	25-mars-2008	CA2277030	07-janv-2018
Denmark	07-janv-1998	98900301.7	28-mars-2001	EP0953017DK953017	07-janv-2018
France	07-janv-1998	98900301.7	28-mars-2001	EP0953017	07-janv-2018
Germany	07-janv-1998	98900301.7	28-mars-2001	EP0953017DE69800643	07-janv-2018
Italy	07-janv-1998	98900301.7	28-mars-2001	EP0953017	07-janv-2018
Liechtenstein	07-janv-1998	98900301.7	28-mars-2001	EP0953017	07-janv-2018
Netherlands	07-janv-1998	98900301.7	28-mars-2001	EP0953017	07-janv-2018
South Africa	05-janv-1998	98/0037	30-déc-1998	ZA9800037	05-janv-2018
Spain	07-janv-1998	98900301.7	28-mars-2001	EP0953017ES2156027	07-janv-2018
Sweden	07-janv-1998	98900301.7	28-mars-2001	EP0953017	07-janv-2018
Switzerland	07-janv-1998	98900301.7	28-mars-2001	EP0953017	07-janv-2018
United Kingdom	07-janv-1998	98900301.7	28-mars-2001	EP0953017	07-janv-2018
United States of America	07-janv-1998	341233	12-juin-2001	US6245846	10-janv-2017

Title

Owner
ALCAN INTERNATIONAL LIMITED

IMPROVEMENT IN PROPERTIES FOR
ZINCHYDROXYSTANNATE (ZHS)

AS A FLAME RETARDANT BY HEAT TREATMENT (SUPER FLAMTARD)

Country	Filing Date	Application Number	Issue Date	Patent Number	Expiration Date
Belgium	02-juin-1998	98925804.1	15-oct-2003	EP0986603	02-juin-2018
Denmark	02-juin-1998	98925804.1	15-oct-2003	EP0986603DK986603	02-juin-2018
France	02-juin-1998	98925804.1	15-oct-2003	EP0986603	02-juin-2018
Germany	02-juin-1998	98925804.1	15-oct-2003	EP0986603DE69818994	02-juin-2018
Italy	02-juin-1998	98925804.1	15-oct-2003	EP0986603	02-juin-2018
Japan	02-juin-1998	501836/1999	15-mai-2009	JP4307568	02-juin-2018
Korea, Republic of	02-juin-1998	1999/7011347	29-aout-2006	KR100620639	02-juin-2018

Netherlands	02-juin-1998	98925804.1	15-oct-2003	EP0986603	02-juin-2018
Norway	02-juin-1998	995913	10-juin-2002	NO312636	02-juin-2018
Spain	02-juin-1998	98925804.1	15-oct-2003	EP0986603E52205500	02-juin-2018
Sweden	02-juin-1998	98925804.1	15-oct-2003	EP0986603	02-juin-2018
United Kingdom	02-juin-1998	98925804.1	15-oct-2003	EP0986603	02-juin-2018
United States of America	02-juin-1998	424904	10-juin-2003	US6576696	02-juin-2018