

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2790511

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	NOVEL POLYMER SOLUTIONS LIMITED	02/25/2013
RECEIVING PARTY DATA		
Name:	CIDRA MINERALS PROCESSING INC.	
Street Address:	50 BARNES PARK NORTH	
City:	WALLINGFORD	
State/Country:	CONNECTICUT	
Postal Code:	06492	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	PCT Number:	GB2012052269
CORRESPONDENCE DATA		
Fax Number:	(203)261-5676	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	203-261-1234	
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Correspondent Name:	WARE, FRESSOLA, MAGUIRE & BARBER LLP	
Address Line 1:	BRADFORD GREEN, BUILDING FIVE	
Address Line 2:	755 MAIN STREET, P.O. BOX 224	
Address Line 4:	MONROE, CONNECTICUT 06468	
ATTORNEY DOCKET NUMBER:	712-002.407	
NAME OF SUBMITTER:	WILLIAM J. BARBER	
SIGNATURE:	/William J. BARBER/	
DATE SIGNED:	03/28/2014	
Total Attachments: 27 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif		

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PATENT PURCHASE AND GRANTBACK LICENSE AGREEMENT

This PATENT PURCHASE AND GRANTBACK LICENSE AGREEMENT ("Agreement") is entered into on February 25, 2013 ("Effective Date") by and between **CiDRA MINERALS PROCESSING INC.**, a corporation organized and existing under the laws of the State of Delaware and having its principal place of business at 50 Barnes Park Road North, Wallingford, CT 06492 ("Purchaser"), and **NOVEL POLYMER SOLUTIONS LIMITED** (company number 4588640) whose registered office is at Aspen House, 16 Miller Court, Severn Drive, Tewkesbury, Gloucestershire, GL20 8DN ("Seller") (Purchaser or Seller may be referred to individually as a "Party" or collectively as the "Parties").

1. BACKGROUND

1.1 On December 20, 2011, Purchaser and Seller entered into a Patent License Agreement whereby Purchaser has licensed from Seller certain Patents and related Expertise in respect of a Patent License Field of Use (the "Patent License Agreement").

1.2 On January 1, 2012, Purchaser and Seller entered into a Development Agreement whereby Purchaser contracted Seller to undertake research to further develop the Expertise for purposes of Purchaser commercializing the Expertise (the "Development Agreement").

1.3 On December 10, 2012, Purchaser and Seller entered into a Termination of Development Agreement and Acknowledgement whereby CiDRA and NPS agreed to terminate the Development Agreement (the "Termination Agreement").

1.4 Under the Development Agreement, Seller developed Project Intellectual Property which includes Project Intellectual Property owned by Seller and exclusively licensed to Purchaser.

1.5 Seller wishes to sell to Purchaser all right, title, and interest in the Project Intellectual Property, free and clear of any restrictions, liens, claims, and encumbrances, subject to the express terms and conditions contained in this Agreement.

1.6 Purchaser wishes to grant a non-exclusive license back to Seller under the Project Intellectual Property, subject to the express terms and conditions contained in this Agreement.

1.7 Purchaser and Seller wish to amend Seller's Field of Use under the Patent License Agreement to include conventional oil and gas applications.

1.8 Purchase and Seller wish to acknowledge and agree that there are no remaining outstanding obligations of either Purchaser or Seller under the Development Agreement.

NOW THEREFORE, in consideration of the foregoing and mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

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2. DEFINITIONS

2.1 "Affiliate" means, with respect to any Party, any Entity in whatever country organized, that controls, is controlled by or is under common control with such Party. The term "control" means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by contract or otherwise.

2.2 "Assigned Patent Rights" means the Patents and the additional rights set forth in paragraph 4.3.

2.3 "Assignment Agreements" means the agreements assigning ownership of the Assigned Patent Rights from the inventors and/or prior owners to Seller.

2.4 "Entity" means any corporation, partnership, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, governmental entity (or any department, agency, or political subdivision thereof) or any other legal entity.

2.5 "Executed Assignments" means both the executed and witnessed assignment of all of the Patents subject to this Agreement, each signed by a duly authorized representative of Seller, and the additional documents Seller may be required to execute and deliver under paragraph 5.3.

2.6 "Patents" means (a) the patent application listed on Exhibit A (as such list may be updated based on Purchaser's review pursuant to paragraph 3.1); (b) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing category (a); (c) foreign patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) and (b), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances; and (d) any items in any of the foregoing categories (b) and (c) whether or not expressly listed as Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like.

2.7 "Primary Warranties" means, collectively, the representations and warranties of Seller set forth in Paragraphs 6.1, 6.2, 6.3, 6.4, 6.5, 6.6 and 6.7.

2.8 "Project Intellectual Property" has the same meaning as in the Development Agreement.

2.9 "Prosecution History File" means all files, documents and tangible things, as those terms have been interpreted pursuant to rules and laws governing the production of documents and things, constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Patents.

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3. TRANSMITTAL, REVIEW, CLOSING CONDITIONS, PAYMENT AND PREEXISTING LICENSES

3.1 Transmittal. Within ten (10) calendar days following the Effective Date of this Agreement, Seller will send to Purchaser, or its legal counsel, the items identified on **Exhibit B** (the "Initial Deliverables"). Seller acknowledges and agrees that Purchaser may request, and Seller will promptly deliver to Purchaser or its legal counsel, as directed by Purchaser, additional documents based on Purchaser's review of the Initial Deliverables (such additional documents and the Initial Deliverables are, collectively, the "Deliverables"), and that as a result of Purchaser's review, the list of assets appearing on **Exhibit A**, may be revised by Purchaser, with the mutual agreement of Seller to include all Project Intellectual Property (evidenced by one or more Executed Assignments), both before and after the Closing as defined in Paragraph 3.2. If originals of the Deliverables are not available and delivered to Purchaser prior to Closing, Seller will cause (i) such originals of the Deliverables to be sent to Purchaser or Purchaser's representative promptly if and after such originals are located and (ii) Seller will deliver to Purchaser a declaration, executed under penalty of perjury, detailing Seller's efforts to locate such unavailable original documents and details regarding how delivered copies were obtained. Purchaser's sole remedy, prior to Closing, for Seller's (purported) violation of this Section 3.1 shall be the right to terminate this Agreement in its entirety.

3.2 Closing. The closing of the sale of the Assigned Patent Rights will occur when all conditions set forth under Paragraph 3.3 have been satisfied or waived and the payment set forth under Paragraph 3.4 is made (the "Closing"). Purchaser and Seller will use reasonable efforts to carry out the Closing within fifteen (15) calendar days following the Effective Date of this Agreement.

3.3 Closing Conditions. The following are conditions precedent to Purchaser's obligation to make the payment under Paragraph 3.4 following the execution of this Agreement by the Parties. Purchaser may waive compliance in writing with all or any portion of the conditions precedent below and in such event the applicable condition(s) shall be deemed satisfied.

(a) Transmittal of Documents. Seller has delivered to Purchaser all Deliverables referenced under this Agreement.

(b) Compliance with Agreement. Seller has performed and complied in all respects with all of the obligations under this Agreement that are to be performed or complied with by it on or prior to the Closing.

(c) Representations and Warranties. Purchaser is satisfied that, as of the Effective Date and as of Closing, the representations and warranties of Seller contained in Section 6 are true and correct.

(d) Patents Not Abandoned. Purchaser is satisfied that, as of the Effective Date and as of the Closing, none of the Patents have expired, lapsed, been abandoned, or deemed withdrawn.

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(e) Delivery of Executed Assignments. Seller has caused the Executed Assignments to be delivered to Purchaser's representatives.

(f) Delivery of Executed License. Purchaser has properly executed and delivered to Seller agreements licensing to Seller certain non-exclusive rights under the Patents.

(g) Delivery of Executed Amendment to Patent License Agreement. Purchaser and Seller have properly executed and delivered an Amendment to Patent License Agreement modifying the Seller's Field of Use thereunder.

(h) Delivery of Executed Agreement and Acknowledgement of Development Agreement. Purchaser and Seller have properly executed and delivered the Agreement and Acknowledgement of Development Agreement.

3.4 Payment. Within three (3) business days of receiving the items under Paragraph 3.3, Purchaser will pay to Seller an aggregate of Seventy Thousand U.S. Dollars ("Payment"), payable in cash. The Parties agree that the Payment will satisfy all payment obligations under this Agreement to Seller. Purchaser may record the Executed Assignments with the applicable patent offices only on or after Payment to Seller.

3.5 Termination and Survival. In the event all conditions to Closing set forth under Paragraph 3.3 are not met or fully waived within thirty (30) days following the Effective Date, Purchaser will have the right to terminate this Agreement prior to Closing by written notice to Seller. Upon termination, Purchaser will return all documents delivered to Purchaser under this Section 3 to Seller. The provisions of Section 8 will survive any termination.

4. PATENT ASSIGNMENT AND LICENSE GRANTS

4.1 Assignment of Patents. Upon Closing, Seller hereby sells, assigns, transfers, and conveys to Purchaser all right, title, and interest in and to the Assigned Patent Rights. Seller understands and acknowledges that, if any of the Patents are assigned to Seller's affiliates or subsidiaries, Seller may be required prior to the Closing to perform certain actions to establish that Seller is the assignee and to record such assignments. On or before Closing, Seller will execute and deliver to Purchaser the Assignment of Patent Rights in the form set forth in Exhibit C (as may be updated based on Purchaser's review pursuant to paragraph 3.1).

4.2 Grant of Patent License. Upon Closing, Purchaser hereby grants to Seller a non-exclusive license under the Assigned Patent Rights in accordance with the terms of the attached License of Patent Rights in the form set forth in Exhibit E.

4.3 Assignment of Additional Rights. Upon the Closing, Seller hereby also sells, assigns, transfers, and conveys to Purchaser all right, title and interest in and to all:

(a) inventions, invention disclosures, and discoveries described in any of the Patents that (i) are included in any claim in the Patents, (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Patents, and/or (iii) could have been included as a claim in any of the Patents;

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(b) rights to apply in any or all countries of the work for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any of the Patents and, subject to subparagraph 4.3(a) above, the inventions, invention disclosures, and discoveries therein;

(c) causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or the rights described in subparagraph 4.3(b), including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current and future infringement; and

(d) rights to collect royalties or other payments under or on account of any of the Patents including rights to enjoy cross-licenses under or on account of any of the Patents and/or any of the foregoing.

4.4 Amendment of Patent License Agreement Field of Use. Upon Closing, Seller and Purchaser hereby agree to amend the Patent License Agreement to expand the Seller's Field of Use (as defined in the Patent License Agreement) to include conventional oil and gas applications in accordance with the terms of the attached Amendment 1 to Patent License Agreement in the form set forth in **Exhibit F**.

4.5 Settlement and Release of Development Agreement. Upon Closing, Seller and Purchaser hereby acknowledge and agree that no further activity is required on the part of the Seller and no further payments are due and payable on the part of the Purchaser under the Development Agreement in accordance with the terms of the attached Agreement and Acknowledgement of Development Agreement in the form set forth in **Exhibit G**.

5. ADDITIONAL OBLIGATIONS

5.1 Further Cooperation.

(a) At the reasonable request of Purchaser, Seller will execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including, without limitation, execution, acknowledgment, and recordation of other such papers, and using commercially reasonable efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto Purchaser the benefit of the transactions contemplated hereby.

(b) To the extent any attorney-client privilege or the attorney work-product doctrine applies to any portion of the Prosecution History Files and that is retained after Closing under Seller's or Seller's representatives' normal document retention policy, Seller will ensure that, any such portion of the Prosecution History File retained will not be disclosed to any third party unless: (a) disclosure is ordered by a court of competent jurisdiction, following the exhaustion of all appropriate appeals to prevent disclosure, and (b) Seller gives Purchaser prompt notice upon learning that any third party intends or has sought a court order requiring the disclosure of any such portion of the Prosecution

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History File. Seller agrees to continue to prosecute, maintain, and defend the Patents at its sole expense until Closing.

(c) Seller will also, at the reasonable request of Purchaser after Closing, assist Purchaser in providing, and obtaining, from the respective inventors, prompt production of pertinent facts and documents, otherwise giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, enforcement or other actions and proceedings with respect to the claims under the Patents.

(d) Seller agrees to provide all existing records of inventions to Purchaser including, but not limited to, notebook entries, diagrams, experimental results, drafts of patent application, and notes from relevant discussions.

5.2 Payment of Fees. Seller will pay any maintenance fees, annuities, and the like due or payable on the Patents until the Closing. For the avoidance of doubt, Seller shall pay any maintenance fees for which the fee is payable (e.g., the fee payment window opens) on or prior to the Closing even if the surcharge date or final deadline for payment of such fee would be after the Closing. Seller hereby gives Purchaser power-of-attorney to (a) execute documents in the name of Seller in order to effectuate the recordation of the transfers of any portion of the Patents in any governmental filing office in the world and (b) instruct legal counsel to take steps to pay maintenance fees and annuities that Seller declines to pay and to make filings on behalf of Seller prior to Closing and otherwise preserve the assets through Closing.

(a) Purchaser agrees to change the maintenance fee correspondence address in the United States Patent and Trademark office for all US assigned patents under this agreement, so that maintenance fee reminders and statements are sent by the United States Patent and Trademark office to the Purchaser.

(b) Purchaser agrees to contact any foreign associate handling any assigned foreign patents under this agreement, and provide appropriate instructions regarding change of ownership and the new correspondence address associated with the change of ownership, including for the purpose of paying maintenance, renewal or annuity fees.

(c) The Parties agree that the Seller or its agents may, but has no duty or obligation to, forward to the Purchaser any future maintenance, renewal or annuity fee reminders or statements received from the United States Patent and Trademark Office or from any foreign associates.

5.3 Foreign Assignments. To the extent the Patents include non-United States patents and patent applications, Seller will deliver to Purchaser's representatives executed documents in a form as may be required in the non-U.S jurisdiction in order to perfect the assignment to Purchaser of the non-U.S. patents and patent applications.

6. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows that, as of the Effective Date and as of the Closing:

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6.1 Authority. Seller is a company duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation. Seller has the full power and authority and has obtained all third party consents, approvals, and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the assignment of the Assigned Patent Rights to Purchaser.

6.2 Title and Contest. Seller owns all right, title, and interest to the Assigned Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patents. Seller has obtained and properly recorded previously executed assignments for the Patents or has otherwise perfected its right, title and interest to the Assigned Patent Rights under the laws of the United Kingdom as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patents are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any way to the Patents. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patents.

6.3 Existing Licenses and Obligations. Seller has given Purchaser complete and accurate information regarding any and all preexisting license agreements with respect to the Assigned Patent Rights as evidenced by Exhibit D. If Seller is aware of any preexisting licenses not listed on Exhibit D, Seller shall promptly inform Purchaser of such licenses and supply Purchaser with complete and accurate information of such licenses agreements. There is no obligation imposed by a standards-setting organization to license any of the Patents on particular terms or conditions. Seller has not submitted any of the Patents to any standards-setting organization. After Closing, none of Seller, any prior owner, or any inventor retain any rights or interest in the Assigned Patent Rights with the exception of the License granted to Seller by Purchaser in accordance with Exhibit E.

6.4 Restrictions on Rights. Purchaser will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Assigned Patent Rights as a result of any prior transaction related to the Assigned Patent Rights.

6.5 Validity and Enforceability. None of the Patents have ever been found invalid, unpatentable, or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding, and Seller does not know of and has not received any notice or information of any kind from any source suggesting that the Patents may be invalid, unpatentable, or unenforceable. If any of the Patents is terminally disclaimed to another patent or patent application, all patents and patent applications subject to such terminal disclaimer are included in this transaction. In the event that "small entity" fees have been paid to the United States Patent and Trademark Office for any Patent, such reduced fees were then appropriate because the payor qualified to pay "small entity" fees and specifically had not licensed rights in any of the Patents to an entity that was not a "small entity."

6.6 Conduct. None of Seller, prior owner or their respective agents or representatives have engaged in any conduct, or omitted to perform any necessary act, the result of which would

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invalidate any of the Patents or hinder their enforcement, including, without limitation, misrepresenting the Patents to a standard-setting organization.

6.7 Complete Listing of Project Intellectual Property. Exhibit A contains a complete listing of all Project Intellectual Property.

6.8 Enforcement. Seller has not put a third party on notice of actual or potential infringement of any of the Patents. Seller has not initiated any enforcement action with respect to any of the Patents.

6.9 Patent Office Proceedings. To Seller's knowledge, none of the Patents have been or are currently involved in any reexamination, reissue, interference proceeding, or any similar proceeding, and no such proceedings are pending or threatened.

6.10 Fees. All maintenance fees, annuities, and the like due or payable on the Patents have been timely paid in accordance with Paragraph 5.2.

7. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as follows that, as of the Effective Date and as of the Closing:

7.1 Purchaser is a corporation duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation.

7.2 Purchaser has all requisite power and authority to (i) enter into, execute, and deliver this Agreement and (ii) perform fully its obligations hereunder.

8. MISCELLANEOUS

8.1 Disclaimer of Representations and Warranties. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY EXCEPT FOR THEIR RESPECTIVE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTIONS 6 AND 7, AND EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.2 Limitation of Liability. EXCEPT IN THE EVENT OF SELLER'S INTENTIONAL MISREPRESENTATION, SELLER'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE PURCHASE PRICE SET FORTH IN PARAGRAPH 3.4 OF THIS AGREEMENT. PURCHASER'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE PURCHASE PRICE SET FORTH IN PARAGRAPH 3.4 OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS ON POTENTIAL LIABILITIES SET FORTH IN THIS PARAGRAPH 8.2 WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

8.3 Limitation on Consequential Damages. EXCEPT IN THE EVENT OF SELLER'S INTENTIONAL MISREPRESENTATION, NEITHER PARTY WILL HAVE ANY

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OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE)) OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY, FOR COVER OR FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, MULTIPLIED, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES OR LOSS OF REVENUE, PROFIT, SAVINGS OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF A PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

8.4 Issuance of Patent based on Patent Applications. Certain of the Patents listed in Exhibit A are pending patent applications (the "Pending Applications"). Upon completion of the Closing, Purchaser shall be responsible for the continuing prosecution of the Pending Applications, and any other patent applications filed by Seller under subparagraph 4.2(b), and Purchase acknowledges and agrees that Seller makes no representations or warranties as to whether or not a patent will be issued based on the Pending Applications or any other patent application filed by the Seller under subparagraph 4.2(b), or otherwise.

8.5 Compliance With Laws. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the Parties with respect to the consummation of the transactions contemplated by this Agreement shall be subject to all laws, present and future, of any government having jurisdiction over the Parties and this transaction, and to orders, regulations, directions or requests of any such government.

8.6 Confidentiality of Terms. The Parties agree to keep the terms and existence of this Agreement and the identities of the Parties hereto and their affiliates confidential and will not now or hereafter divulge any of this information to any third party except (a) with the prior written consent of the other Party; (b) as otherwise may be required by law or legal process; (c) during the course of litigation, so long as the disclosure of such terms and conditions is restricted in the same manner as is the confidential information of other litigating parties; (d) in confidence to its legal counsel, accountants, banks, and financing sources and their advisors solely in connection with administering or complying with its obligations with respect to this Agreement; (e) by Purchaser, to potential purchasers or licensees of the Assigned Patent Rights; (f) in order to perfect Purchaser's interest in the Assigned Patent Rights with any governmental patent office (including, without limitation, recording the Executed Assignments in any governmental patent office); or (g) to enforce Purchaser's right, title, and interest in and to the Assigned Patent Rights; provided that, in (b) and (c) above, (i) to the extent permitted by law, the disclosing Party will use all legitimate and legal means available to minimize the disclosure to third parties, including, without limitation, seeking a confidential treatment request or protective order whenever appropriate or available; and (ii) the disclosing Party will provide the other Party with at least ten (10) days prior written notice of such disclosure. Without limiting the foregoing, Seller will cause its agents involved in this transaction to abide by the terms of this Paragraph, including, without limitation, ensuring that such agents do not disclose or otherwise publicize the existence of this transaction with actual or potential clients in marketing materials, or industry conferences. In the event of any breach or default,

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threatened or otherwise, under this Paragraph, the Parties acknowledge and agree that damages alone would be insufficient to compensate for any such breach or default and that irreparable harm would result from such breach or default. Consequently, in the event of any such breach or default, or any threat of such breach or default by either Party, then the other Party will be entitled to temporary or permanent injunctive relief, specific performance and such other equitable relief as may be appropriate in the circumstances in order to restrain or enjoin such breach or default. These remedies will not be the exclusive remedies for violation of the terms of the confidentiality obligations contained in this Paragraph, but will be in addition to all other remedies available to the Parties at law or in equity.

8.7 Governing Law: Venue/Jurisdiction. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Connecticut, USA without reference to its choice of law principles to the contrary. Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in New Haven County, Connecticut, USA, for the adjudication of any dispute hereunder or in connection herewith and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, or that such suit, action or proceeding is improper. By execution and delivery of this Agreement, each of the Parties hereto accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts. The Parties hereby irrevocably waive any objection or defense that they may now or hereafter have to the assertion of personal jurisdiction by any such court in any such action or to the laying of the venue of any such action in any such court, and hereby waive, to the extent not prohibited by law, and to such extent agree not to assert, by way of motion, as a defense, or otherwise, in any such proceeding, any claim that it is not subject to the jurisdiction of the above named courts for such proceedings. Each of the Parties hereto irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered mail, postage prepaid, to the Party at its address set forth herein and irrevocably waives any objection or defense that it may now or hereafter have to the sufficiency of any such service of process in any such action.

8.8 Dispute Resolution. The Parties agree that prior to commencing any action arising under or relating to this Agreement, in court, the Parties will try in good faith to settle the dispute either through negotiations or alternative dispute resolution processes as follows:

(a) The Party raising the dispute shall promptly provide the other Party with a written notice describing the nature of the Dispute in reasonable detail ("Dispute Notice"). During the thirty (30) day period after a Party's receipt of a Dispute Notice, the Parties will commence discussions to attempt to resolve the dispute.

(b) If the Parties cannot timely resolve the dispute through negotiation, before resorting to arbitration, the Parties will try in good faith to settle the dispute by mediation before a mutually agreed mediator. The mediation proceeding shall take place on the earliest practicable date following the submission of a request for mediation by either Party, which request shall be submitted within sixty (60) days after a Party's receipt of a Dispute Notice.

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(c) If the dispute is not resolved through mediation within thirty (30) days after the mediation hearing, the Parties will submit the dispute to binding arbitration. Any disputes submitted to arbitration shall be decided before a mutually agreed upon single arbitrator or arbitration panel. The Parties shall each pay its own costs, expenses, and reasonably attorney's fees incurred and shall share equally any fees for arbitration, provided, however, that if the arbitrator deems it more equitable to otherwise divide the costs, expenses, attorneys' fees and arbitral fees between the Parties, the arbitrator shall designate in his award which Party is entitled to recover all or a portion of its costs necessarily incurred in the arbitration procedures.

(d) In the event a Party initiates dispute resolution under this Section 8.8, the mediation and arbitration shall be within New Haven County, Connecticut, USA.

(e) Except as may be required by law, neither a Party nor any arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

(f) Notwithstanding the foregoing, nothing in this Paragraph 8.8 will be construed to waive any rights of timely performance of any obligations existing under this Agreement through the Closing.

8.9 Relationship of Parties. The Parties hereto are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the Parties. Neither Party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.

8.10 Remedies. Seller's sole and exclusive remedy in the event of any claim, dispute, or controversy under this Agreement will be the recovery of money damages, subject to the disclaimer and limitations set forth in this Agreement, including, without limitation, those in paragraphs 8.1 through 8.3.

8.11 Severability. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.

8.12 Waiver. Failure by either Party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the Parties.

8.13 Entire Agreement. This Agreement, including its exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions. Neither of the Parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein.

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8.14 Section Headings. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

8.15 Miscellaneous. This Agreement is not intended to confer any right or benefit on any third party (including, but not limited to, any employee or beneficiary of any Party), and no action may be commenced or prosecuted against a Party by any third party claiming as a third-party beneficiary of this Agreement or any of the transactions contemplated by this Agreement. No oral explanation or oral information by either Party hereto will alter the meaning or interpretation of this Agreement. No amendments or modifications will be effective unless in a writing signed by authorized representatives of both Parties. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any letter, email or other communication or other writing not expressly incorporated into this Agreement. In the event of any conflict between the terms of this Agreement and any of the Exhibits hereto, the terms of this Agreement shall prevail.

8.16 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

9. NOTICE

9.1 Notices. Any notice or communication required or permitted to be given hereunder shall be in writing and will be deemed effective upon either (i) personal delivery; (ii) receipt of facsimile, with confirmation of delivery; or (iii) receipt, if sent by overnight express or mailed by certified or registered mail, return receipt requested, postage prepaid, and addressed to the applicable Party as identified below. Either Party may from time to time change its address for notices under this Agreement by giving the other Party written notice of such change in accordance with this paragraph.

Seller: NOVEL POLYMER SOLUTIONS LIMITED
Aspen House
16 Miller Court, Severn Drive
Tewkesbury, Gloucestershire, GL20 8DN
United Kingdom

Copy to: Ian Robert Lambert
Wynne-Jones, Lainé & James LLP
Essex Place
22 Rodney Road
Cheltenham, Gloucestershire GL50 1JJ
United Kingdom

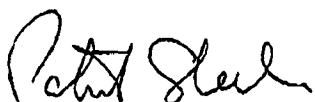
Purchaser: CiDRA Minerals Processing Inc.
50 Barnes Park Road North
Wallingford, CT 06492
USA
Attention: General Counsel

[Signature Page Follows]

Execution Version

IN WITNESS WHEREOF, each Party hereto, intending to be legally bound, has caused this Agreement to be executed as of the Effective Date:

NOVEL POLYMER SOLUTIONS LIMITED CIDRA MINERALS PROCESSING INC.




Signature

PATRYCK SHEEHAN
Printed Name

DIRECTOR
Title

February 2013
Date



Signature

Michael Grillo
Printed Name

Vice President and General Counsel
Title

February 22, 2013
Date

Date/heure rcpt 29/05/2013 17:34 01242 224183
29-MAY-2013 16:59 FROM WYNNE JAMES LAINE & JAMES

TO WIPO

P.015
P.15

Execution Version

Exhibit A

International Patent Application PCT/GB2012/052269 filed 13 September 2012 by Novel Polymer Solutions Limited, entitled: Mineral Processing (NPS Reference Number: IRL/ZJT/NOV.11PCT)

PRIORITY APPLICATION: Great Britain Patent Application GB1115823.5 filed 13 September 2011 by Novel Polymer Solutions Limited, entitled: Mineral Processing

Execution Version

Exhibit B

LIST OF INITIAL DELIVERABLES

Seller will cause the following to be delivered to Purchaser, or Purchaser's representative, within the time provided in paragraph 3.1 of the attached Patent Purchase Agreement:

1. a copy of the patent application, as filed,
2. if unpublished, a copy of the filing receipt and the non-publication request, if available,
3. the original Assignment Agreement(s),
4. the Docket,
5. all available conception and reduction to practice materials,
6. evidence of foreign filing license (or denial thereof),
7. a copy of each relevant license and security agreement, and
8. the Prosecution History Files.

Execution Version

Exhibit C

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, **NOVEL POLYMER SOLUTIONS LIMITED** (company number 4588640) whose registered office is at Aspen House, 16 Miller Court, Severn Drive, Tewkesbury, Gloucestershire, GL20 8DN ("**Assignor**"), does hereby sell, assign, transfer, and convey on February 25, 2013 unto **CiDRA Minerals Processing Inc.**, a Delaware corporation, with an office at 50 Barnes Park Road North, Wallingford, CT 06492 ("**Assignee**"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**"):

- (a) the patent application listed in the table below (the "**Patents**");

Patent Application No.	Country	Title of Patent	Filing Date
PCT/GB2012/052269	GB / PCT	Mineral Processing	13 September 2012
GB1115823.5	GB	Mineral Processing	13 September 2011

- (b) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing category (a);

- (c) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) and (b), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

- (d) all items in any of the foregoing in categories (b) and (c), whether or not expressly listed as Patents above and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

- (e) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (d) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (d), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Patents and/or any item in the foregoing categories (b) through (d), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (d); provided, however, that with respect to categories (ii) and (iii), not if such inventions, invention disclosures and / or discoveries are covered in a claim of a patent not included in the Patents;

- (f) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (e), including, without limitation, under the Paris Convention for the

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Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(g) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (f), including, without limitation, all causes of action and other enforcement rights for

- (1) damages,
- (2) injunctive relief, and
- (3) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (g).

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights.

Execution Version

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at _____
on _____.

ASSIGNOR:

NOVEL POLYMER SOLUTIONS LIMITED

By: Patrick Sheehan

Name: PATRICK SHEEHAN

Title: DIRECTOR

(Signature **MUST** be attested)

ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of PATRICK SHEEHAN to the above Assignment of Patent Rights on behalf of **NOVEL POLYMER SOLUTIONS LIMITED** and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. PATRICK SHEEHAN is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on February 25, 2013 to execute the above Assignment of Patent Rights on behalf of **NOVEL POLYMER SOLUTIONS LIMITED**
3. PATRICK SHEEHAN subscribed to the above Assignment of Patent Rights on behalf of **NOVEL POLYMER SOLUTIONS LIMITED**

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on _____ (date)

P.J. HODSBRUGH
Print Name: P.J. HODSBRUGH

Execution Version

Exhibit D

- The Patents are owned by Seller and exclusively licensed to Purchaser under the Development Agreement. Upon the Effective Date of this Agreement, the Patents will be assigned to Purchaser, with Purchaser granting a non-exclusive license back to Seller in accordance with the terms of this Agreement.

Execution Version

Exhibit E

LICENSE OF PATENT RIGHTS

This License of Patent Rights is made and entered into as of the 25th day of February, 2013 (the "Effective Date") by and between, **CiDRA Minerals Processing Inc.**, a Delaware corporation and having its principal place of business at 50 Barnes Park Road North, Wallingford, CT 06492 ("Licensor"), and **NOVEL POLYMER SOLUTIONS LIMITED** (company number 4588640) whose registered office is at Aspen House, 16 Miller Court, Severn Drive, Tewkesbury, Gloucestershire, GL20 8DN ("Licensee"), each of which hereunder may be called a "Party" or collectively called "Parties".

WITNESSETH

WHEREAS, Licensor and Licensee entered into a Patent Purchase and Grantback License Agreement on even date herewith (the "Patent Purchase Agreement") wherein Licensee assigned to Licensor certain Patents (as defined in the Patent Purchase Agreement); and

WHEREAS, Licensor desires to grant a license to Licensee of non-exclusive rights under the Patents;

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, and in consideration of the promises and agreements set forth in the **PATENT PURCHASE AGREEMENT** between the Parties, the Parties, each intending to be legally bound hereby, do promise and agree as follows.

1. DEFINITIONS

1.1 "Licensor Field of Use" means:

- a. **Mining and Minerals Processing** - the fields of mining and minerals processing applications, including the exploration, mining, recovery, processing, production and / or disposal of mined natural resources, including without limitation bitumen (also known as oil sands and / or tar sands), oil shale, base metals, precious metals, industrial minerals, bauxite, coal, copper, gold, silver, diamonds, iron ore, titanium, alumina, zinc, rock salt, potash, calcium carbonate, talc, lead, limestone, magnetite, nickel, phosphate, rock salt, tin, uranium and molybdenum. The exploration, mining, recovery, processing, production and / or disposal of mined natural resources includes any process for the separation and / or selection of such mined natural resources, such as flotation, leaching, smelting, comminution, roasting and refining.
- b. **Hydrocarbons** – the exploration, recovery, mining, production and or disposal of hydrocarbon minerals produced, drilled and / or mined from conventional oil and gas, non-conventional oil and gas, shale oil, oil sands or tar sands.
- c. **Pulp and Paper** – any applications for the manufacture, processing and / or recycling of wood and wood pulp and any applications for the processing,

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manufacture and / or recycling of any paper, paperboard, cardboard, card stock, tissue, packaging, filler paper and board, and similar paper and board products.

- d. Agro Processing
 - i. Separation and fermentation of plant and / or animal based products, e.g., production of soy isolate, lysine, etc.
 - ii. Washing of plant and / or animal based materials, e.g., wheat, eggs, potatoes, beets, etc.
 - iii. Production of fuels from plants and / or animals – e.g., ethanol from corn, beets, sugar cane, manure, etc.
 - iv. Production of oils and by-products from plant and / or animal based sources, e.g., corn oil, olive oil, pig fat, etc.
 - v. Bottle filling and beverage processing – beer, detergent, beverages, etc.
- e. Concrete – the manufacture, processing or recycling of composite construction material, composed of cement (commonly Portland cement) and other cementitious materials such as fly ash and slag cement, aggregate (generally a coarse aggregate made of gravels or crushed rocks such as limestone, or granite, plus a fine aggregate such as sand), water, and chemical admixtures.

1.2 “Licensee Field of Use” means all fields of use outside of the Licensor Field of Use.

1.3 “Patents” has the same meaning as in the Patent Purchase Agreement.

2. LICENSE GRANT

Licensor hereby grants to Licensee an irrevocable, worldwide, transferable, paid-up, royalty-free, non-exclusive license in the Licensee Field of Use under the Patents, to make and have made, use and have used, sell and have sold, offer for sale, lease and have leased, repair and have repaired, service and have serviced, and import and have imported, any products or processes, with the right to sublicense others.

3. TERM AND TERMINATION

The license granted under this Agreement shall expire when the last of the Patents expires.

3. AGREEMENT BINDING ON SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

4. REPRESENTATIONS AND WARRANTIES OF LICENSOR

Licensor hereby represents and warrants to Licensee that, as of the effective date of this Agreement:

- 4.1 Licensor is a corporation duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation.

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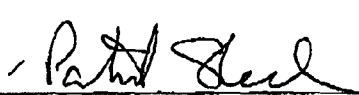
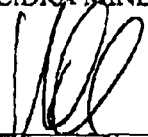
4.2 Licensor has the full power and authority and has obtained all third party consents, approvals, and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the grant of a non-exclusive license of the Patents to Licensee.

5. SEVERABILITY

If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

IN WITNESS WHEREOF, each Party hereto, intending to be legally bound, has caused this Agreement to be executed as of the Effective Date:

NOVEL POLYMER SOLUTIONS LIMITED CIDRA MINERALS PROCESSING INC.

	
Signature	Signature
<u>PATRICK SHEEHAN</u>	<u>Michael Grillo</u>
Printed Name	Printed Name
<u>DIRECTOR</u>	<u>Vice President and General Counsel</u>
Title	Title
<u>February 22, 2013</u>	<u>February 22, 2013</u>
Date	Date

Execution Version

Exhibit F

**AMENDMENT I TO
PATENT LICENSE AGREEMENT**

This Amendment (this "Amendment") is made and entered into as of the 25th day of February, 2013 (the "Effective Date") to that certain Patent License Agreement dated as of December 20, 2011 (the "Patent License Agreement") by and between **CiDRA Minerals Processing Inc.**, a Delaware corporation and having its principal place of business at 50 Barnes Park Road North, Wallingford, CT 06492 ("the Licensee"), and **NOVEL POLYMER SOLUTIONS LIMITED** (company number 4588640) whose registered office is at Aspen House, 16 Miller Court, Severn Drive, Tewkesbury, Gloucestershire, GL20 8DN ("NPS"), each of which hereunder may be called a "Party" or collectively called "Parties".

WITNESSETH:

WHEREAS, under the Patent License Agreement, Licensee has licensed from NPS certain Patents and related Expertise in respect of a Field of Use; and

WHEREAS, the Parties entered into a Patent Purchase and Grantback License Agreement on even date herewith (the "Patent Purchase Agreement") wherein NPS assigned to Licensee certain Patents (as defined in the Patent Purchase Agreement) and Licensee granted NPS a non-exclusive license under such Patents; and

WHEREAS, in view of the agreements and other consideration contained in the Patent Purchase Agreement, the Parties desire to amend the Field of Use under the Patent Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, and in consideration of the promises and agreements set forth in the PATENT PURCHASE AGREEMENT between the Parties, the Parties, each intending to be legally bound hereby, do promise and agree as follows.

1. Capitalized terms used but not defined herein shall have the meaning ascribed to each in the Patent Purchase Agreement.

2. Section 1.1.4 is deleted and replaced with the following new Section 1.1.4:

1.1.4 "Field of Use" means (i) the fields of mining and minerals processing applications, including the exploration, mining, recovery, processing, production and / or disposal of mined natural resources, including without limitation base metals, precious metals, industrial minerals, bauxite, coal, copper, gold, silver, diamonds, iron ore, titanium, alumina, zinc, rock salt, potash, calcium carbonate, talc, lead, limestone, magnetite, nickel, phosphate, rock salt, tin, uranium and molybdenum; and (ii) the exploration, recovery, mining, production and or disposal of hydrocarbon minerals produced, drilled and / or mined from conventional oil and gas, non-conventional oil and gas, shale oil, oil sands or tar sands. The exploration, mining, recovery, processing, production and / or

Execution Version

disposal of mined natural resources includes any process for the separation and / or selection of such mined natural resources, such as flotation, leaching, smelting, comminution, roasting and refining. For the avoidance of doubt the following are excluded from the Field of Use:

- (a) any applications for the manufacture, processing and / or recycling of wood and wood pulp and any applications for the processing, manufacture and / or recycling of any paper, paperboard, cardboard, card stock, tissue, packaging, filler paper and board, and similar paper and board products;
- (b) the manufacture, processing or recycling of composite construction material, composed of cement (commonly Portland cement) and other cementitious materials such as fly ash and slag cement, aggregate (generally a coarse aggregate made of gravels or crushed rocks such as limestone, or granite, plus a fine aggregate such as sand), water, and chemical admixtures; and
- (c) Agro Processing, including:
 - i) Separation and fermentation of plant and / or animal based products, e.g., production of soy isolate, lysine, etc.
 - ii) Washing of plant and / or animal based materials, e.g., wheat, eggs, potatoes, beets, etc.
 - iii) Production of fuels from plants and / or animals - e.g., ethanol from corn, beets, sugar cane, manure, etc.
 - iv) Production of oils and by-products from plant and / or animal based sources, e.g., corn oil, olive oil, pig fat, etc.
 - v) Bottle filling and beverage processing - beer, detergent, beverages, etc.

3. As required by Sections 14 and 15 of the Patent License Agreement, the Parties hereby agree to amend the Patent License Agreement as provided herein, and the Parties hereby acknowledge and agree to be bound by such amendment by signing below.

4. This Amendment may be executed in separate counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same agreement.

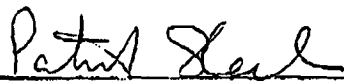
5. Except as specifically provided in this Amendment, all terms and conditions of the IP Agreement shall remain in full force and effect.

[Signature Page Follows]

Execution Version

IN WITNESS WHEREOF, each Party hereto, intending to be legally bound, has caused this Agreement to be executed as of the Effective Date:

NOVEL POLYMER SOLUTIONS LIMITED CIDRA MINERALS PROCESSING INC.


Signature

PATRICK SHEEHAN
Printed Name

DIRECTOR
Title

February 2013
Date


Signature

Michael Grillo
Printed Name

Vice President and General Counsel
Title

February 22, 2013
Date

Execution Version

Exhibit G

AGREEMENT AND ACKNOWLEDGEMENT

This Agreement and Acknowledgement (this "Agreement and Acknowledgement") is made and entered into as of the 25th day of February, 2013 (the "Effective Date") to that certain Development Agreement dated as of January 1, 2012 (the "Development Agreement") by and between **CiDRA Minerals Processing Inc.**, a Delaware corporation and having its principal place of business at 50 Barnes Park Road North, Wallingford, CT 06492 ("CiDRA"), and **NOVEL POLYMER SOLUTIONS LIMITED** (company number 4588640) whose registered office is at Aspen House, 16 Miller Court, Severn Drive, Tewkesbury, Gloucestershire, GL20 8DN ("NPS"), each of which hereunder may be called a "Party" or collectively called "Parties".

WITNESSETH:

WHEREAS, On December 20, 2011, CiDRA and NPS entered into a Patent License Agreement whereby CiDRA has licensed from NPS certain Patents and related Expertise in respect of a Patent License Field of Use (the "Patent License Agreement");

WHEREAS, under the Development Agreement CiDRA contracted NPS to undertake research to further develop the Expertise for purposes of CiDRA commercializing the Expertise within the Patent License Field of Use;

WHEREAS, under the Development Agreement NPS developed certain Project Intellectual Property, owned by NPS and exclusively licensed to CiDRA;

WHEREAS, the Parties entered into a Patent Purchase and Grantback License Agreement on even date herewith (the "Patent Purchase Agreement") wherein NPS assigned to Licensee certain Patents (including the Project Intellectual Property as defined in the Patent Purchase Agreement) and Licensee granted NPS a non-exclusive license under such Patents;

WHEREAS, on December 10, 2012, the Parties entered into a Termination of Development Agreement and Acknowledgement (the "Termination Agreement") wherein (i) the Parties agreed not to proceed with the Risk Reduction Phase of the Development Program, and to terminate all activities under the Development Agreement, and (ii) CiDRA purchased certain equipment from NPS; and

WHEREAS, the Parties wish to agree and acknowledge that there are no outstanding payments or work due under the Development Agreement.

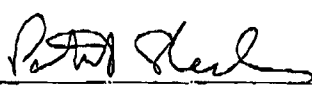
NOW, THEREFORE, in consideration of the promises and agreements set forth herein, and in consideration of the promises and agreements set forth in the PATENT PURCHASE AGREEMENT between the Parties, the Parties, each intending to be legally bound hereby, do promise and agree as follows.

Execution Version

1. Capitalized terms used but not defined herein shall have the meaning ascribed to each in the Development Agreement.
2. CiDRA acknowledges and agrees that no further research, reports or other deliverables are due from NPS to CiDRA under the Development Program or the Development Agreement.
3. NPS acknowledges and agrees that CiDRA has completely satisfied all of CiDRA's payment obligations under the Development Program and Development Agreement, and that no further payments are due and payable from CiDRA to NPS under the Development Agreement.
4. Each of the Parties affirm their continuing obligations surviving the termination of the Development Agreement.
5. NPS and CiDRA acknowledge and agree that the Patent License Agreement is in full force and effect, in accordance with its terms.
6. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each Party hereto, intending to be legally bound, has caused this Agreement to be executed as of the Effective Date:

NOVEL POLYMER SOLUTIONS LIMITED CiDRA MINERALS PROCESSING INC.



Signature

PATRICK SHEEHAN


Printed Name

DIRECTOR

Title

February 2013

Date



Signature

Michael Grillo

Printed Name

Vice President and General Counsel

Title

February 22, 2013

Date