

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2913113

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SUNALLOMER LTD.	02/01/2014
RECEIVING PARTY DATA		
Name:	EQUISTAR CHEMICALS, LP	
Street Address:	1221 MCKINNEY STREET, SUITE 700	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77010	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Patent Number:	7799857	
Patent Number:	8313674	
Patent Number:	8618215	
Patent Number:	8617437	
CORRESPONDENCE DATA		
Fax Number:	(713)309-4631	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	713-309-7200	
Email:	legal-ip@lyondellbasell.com	
Correspondent Name:	LYONDELLBASELL LEGAL IP DEPT	
Address Line 1:	1221 MCKINNEY STREET, SUITE 700	
Address Line 4:	HOUSTON, TEXAS 77010	
ATTORNEY DOCKET NUMBER:	HC6868HC6869HC6870HC6871	
NAME OF SUBMITTER:	LESLIE STREETER	
SIGNATURE:	/LESLIE STREETER/	
DATE SIGNED:	06/25/2014	
Total Attachments: 4		
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source=SunAllomer#page3.tif		

ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between:

SUNALLOMER LTD., a company incorporated under the laws of Japan and having its registered office at 2-24, Higashi-Shinagawa 2-chome, Shinagawa-ku, Tokyo 140 - 0002, Japan ("SUN") and

EQUISTAR CHEMICALS, LP, a corporation duly organized and existing under the laws of United States, and having its head office at 1221 McKinney Street, Suite 700, Houston, TX 77010, United States ("EQS")

(SunAllomer Ltd. and Equistar Chemicals, LP shall individually be referred to as a "Party", and collectively as the "Parties".)

WHEREAS, SUN is the exclusive owner of the "Assigned Patents" as defined below and is willing to assign them to EQS, subject to license back to SUN with full sub-licensing rights and EQS desires to acquire the ownership interest in the Assigned Patents;

WHEREAS, SUN and EQS are to execute the assignment agreement whereby SUN assigns to EQS all the Assigned Patents on the terms specified below.

NOW, THEREFORE, intending to be bound, the Parties hereto agree as follows:

Article 1 Definitions

"Agreement" means this Assignment Agreement.

"Assigned Patents" means the US patents listed in the APPENDIX attached to this Agreement.

"Effective Date" means 1st of February 2014.

Article 2 Assignment of the Patents

2.1 SUN hereby assigns, free of charge, the Assigned Patents to EQS, and EQS hereby accepts such assignment ("Assignment"), subject to the rights of third parties existing at the Effective Date.

2.2 EQS shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the Effective Date of this Agreement and associated with the perfection of rights, title, and interest in and to the Assigned Patents and for all actions and all costs whatsoever, including attorney's fees, arising after the Effective Date and associated with the continuous prosecution and the maintenance and enforcement of the Assigned Patents, and SUN shall have no obligation to pay any maintenance fees which become due for the Assigned Patents after the Effective Date.

2.3 EQS shall be responsible for and shall bear all expenses, including but not limited to official fees and stamp duty, associated with recording at the relevant patent offices of the transfer to EQS hereunder of the Assigned Patents. The Parties shall co-operate in the recording of such transfer or licence by executing any required documents.

2.4 If EQS elects to abandon any patents of the Assigned Patents, it shall promptly inform SUN in writing and shall at the request of SUN assign those patents to SUN, or its nominee. Any such Assignment shall be free of charge except that SUN shall pay all costs for the registration of the change of ownership.

2.5 SUN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE WARRANTY THAT ALL OF THE ASSIGNED PATENTS ARE REGULARLY PENDING AND THAT ALL ACTIONS AND FEE PAYMENTS HAVE BEEN AND WILL BE DULY PERFORMED UP TO THE EFFECTIVE DATE AND THE WARRANTY ON THE VALIDITY, USEFULNESS AND ENFORCEABILITY OF THE ASSIGNED PATENTS.

Article 3

Rights retained by SUN

3.1 EQS grants to SUN a perpetual, irrevocable, fully paid-up, world-wide, transferable, non-exclusive license under the Assigned Patents, to practice, make and use the inventions, ideas and information embodied therein, and to make, use, offer to sell, sell, lease or import products, services, processes, methods and materials embodying or deriving from the inventions, ideas and information included in the Assigned Patents. As to any item of Assigned Patents, the term of such license shall continue for the period of validity for such Assigned Patents.

3.2 EQS grants SUN the perpetual, irrevocable, fully paid-up, non-exclusive right to grant sub-licenses under the Assigned Patents, to practice, make and use the inventions, ideas and information embodied therein, and to make, use, offer to sell, sell, lease or import products, services, processes, methods and materials embodying or deriving from the inventions, ideas and information included in the Assigned Patents and to grant to its sub-licensees the right to grant non-exclusive sub-licenses only for self-use within the same scope. As to any item of Assigned Patents, the term of such right shall continue for the period of validity for such Assigned Patents.

Article 4

Term and Termination

This Agreement shall become effective on the Effective Date and shall remain in full force and effect for the life of the last-to-expire patent included in the Assignment.

Article 5

Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Japan. All disputes arising out of or in relation to or in connection with this Agreement or for the breach of this Agreement which shall not be settled amicably, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. Any arbitration award shall be enforceable in any court of competent jurisdiction. The place of the arbitration shall be Tokyo, Japan. The language of the arbitration shall be English.

Article 6

General

This Agreement contains the entire understanding among the Parties hereto with respect to the matters covered herein and supersedes and cancels any prior understanding with respect to the matters covered herein.

No changes, alterations or modifications hereto shall be effective unless made in writing and signed by all the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives as of the date first written above and each Party shall keep one copy, respectively.

SUNALLOMER LTD.

By: Yutaka Yama

Name: YOKO YAMA, Yutaka

Title: R&D GENERAL MANAGER

EQUISTAR CHEMICALS, LP

By: Chief IP Counsel

Name: Chief IP Counsel

Title: Chief IP Counsel

APPENDIX
List of US patents

Patent Number	Country	Date of Patent
US7799857B2	United States	21 September, 2010
US8313674B2	United States	20 November, 2012
US8618215B2	United States	31 December, 2013
US8617437B2	United States	31 December, 2013