

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3008436

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	mitsubishi rayon co., ltd.	10/31/2013
RECEIVING PARTY DATA		
Name:	LUCITE INTERNATIONAL UK LIMITED	
Street Address:	QUEENS GATE 15-17	
Internal Address:	QUEENS TERRACE	
City:	SOUTHAMPTON	
State/Country:	UNITED KINGDOM	
Postal Code:	S014 3BP	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14379051
CORRESPONDENCE DATA		
Fax Number:		
<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:	(704) 375-0057	
Email:	mpurvis@slk-law.com	
Correspondent Name:	SHUMAKER, LOOP & KENDRICK, LLP	
Address Line 1:	128 SOUTH TRYON STREET	
Address Line 2:	SUITE 1800	
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202-5013	
ATTORNEY DOCKET NUMBER:	A98890-167323 (148/640US)	
NAME OF SUBMITTER:	JEFFREY S. BERNARD	
SIGNATURE:	/Jeffrey S. Bernard/	
DATE SIGNED:	09/04/2014	
Total Attachments: 6		
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PATENT

Li

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Assignment Agreement") is effective and entered into as of the 7th day of November, 2013 ("Effective Date"), by and between;

MITSUBISHI RAYON CO., LTD., a corporation duly organized and existing under the laws of Japan and having its principal place of business at 1-1, Marunouchi 1-chome, Chiyoda-ku, Tokyo 100-8253, Japan ("MRC").

~~LUCITE INTERNATIONAL UK LIMITED, a corporation duly organized and existing under the laws of the United Kingdom and having its principal place of business at Queens Gate 15-17 Queens Terrace, Southampton SO14 3BP, United Kingdom ("LI"); and~~

Hereinafter, LI and MRC shall be referred to as each a "Party" and collectively the "Parties".

WITNESSETH:

WHEREAS, the Parties are engaged in the business, among other things, of producing methyl methacrylate ("MMA"), and possesses valuable technical information and expertise related to the manufacture, research and development of MMA;

WHEREAS, the Parties entered into the "RESEARCH AND DEVELOPMENT AGREEMENT" as of the 1st day of April, 2010 ("R&D Agreement"), in which LI consigned the research and development in some aspects of the Alpha Technology to MRC;

WHEREAS, in the course of the research and development under the above R&D Agreement, MRC's employees invented a new dehydration method for formaldehyde aqueous solution and MRC solely applied for patents concerning such method to acquire earlier application dates; and

WHEREAS, after the patent applications by MRC, the Parties discussed and agreed about the assignment by MRC of all right, title and interest in and to the patent applications to LI pursuant to Article 6.1 of the R&D Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, both Parties agree as follows:

ARTICLE 1. DEFINITION

- 1.1 "Administrative Expenses" means the administrative expenses for preparation and maintenance of the Patent Applications by MRC, before the Effective Date, as set forth in Exhibit B hereto.
- 1.2 "Application Costs" means all of the costs and expenses for the Patent Applications which were paid to the relevant patent offices and the local patent law firms by MRC, before the Effective Date, as set forth in Exhibit B hereto.

- 1.3 **"Total Application Expenses"** means the total costs and expenses of the Patent Applications consisting of the Application Costs and the Administrative Expenses, as set forth in Exhibit B hereto.
- 1.4 **"Effective Date"** means the date as set forth in the introduction paragraph of this Assignment Agreement.
- 1.5 **"Inventors"** means individuals who are the named inventors of the Patent Rights and who made inventive contributions to the Patent Rights while they were employees of MRC.
- 1.6 **"Patent Applications"** means the patent applications set forth in Exhibit A hereto, which are assigned by MRC to LI under this Assignment Agreement.
- 1.7 **"Patent Rights"** mean all right, title and interest in and to the Patent Applications.
- 1.8 **"R&D Agreement"** mean the agreement as set forth in the second whereas clause of this Assignment Agreement.

ARTICLE 2. ASSIGNMENT OF PATENT RIGHTS

- 2.1 MRC hereby irrevocably assigns and transfers to LI, and LI hereby receives from MRC, on an "as is and where is" basis, all the Patent Rights in Japan and all jurisdictions outside Japan as of the Effective Date.
- 2.2 Promptly after the Effective Date, MRC shall deliver to LI originals or copies of all documents, instruments, media, and other tangible information and materials which embody or otherwise relate to the Patent Applications.
- 2.3 LI shall be solely responsible 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 Patent Rights, provided, however, that MRC shall cooperate with LI as provided in Article 3 below.

ARTICLE 3. FURTHER ASSURANCES

- 3.1 Promptly after the Effective Date, in association with LI and at LI's cost and expense, MRC shall submit all documents and instruments necessary in statutory recordation of assignment of the Patent Applications to the relevant patent offices respectively by way of local patent law firms.
- 3.2 In addition to the foregoing, upon reasonable request by LI at any time, and at LI's cost and expense, MRC will execute all documents and instruments and do any other things deemed necessary or useful to establish, perfect, protect, defend and enforce the Patent Rights for LI.
- 3.3 MRC shall immediately notify LI in writing if any facts or circumstances arise that would make any of the representations in the Patent Applications inaccurate in any way.

ARTICLE 4. REIMBURSEMENT OF APPLICATION EXPENSES

- 4.1 LI shall pay MRC a non-refundable lump sum fee of Four Million Four Hundred Forty Five Thousand Three Hundred Three Japanese Yen (JPY4,445,303) as a reimbursement for the sum of the Total Application Expenses, as set forth in Exhibit B, by telegraphic transfer at the bank account designated by MRC within thirty (30) days after the Effective Date.
- 4.2 LI may deduct from the Total Application Expenses any withholding taxes which may be levied by the central government of UK on the fees and expenses which may entitle MRC to a tax credit against income taxes payable by MRC under the laws of Japan. LI shall provide certificates evidencing payment of such deducted taxes without delay. All other taxes, or levies imposed outside UK on MRC or its personnel in connection with this Article shall be borne by MRC.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES

- 5.1 MRC represents and warrants that:
- (a) MRC has the legal right, authority and power to execute this Assignment Agreement, and to validly assign the entire Patent Rights to LI;
 - (b) MRC has not entered into any agreement with any third party that is in conflict with the terms of this Assignment Agreement;
 - (c) MRC has been assigned by the Inventors all their right, title and interest regarding the Patent Rights and knows of no inventors of the Patent Rights other than the Inventors; and
 - (d) MRC shall, in any case, be solely responsible for compensation to the Inventors for the assignment of their right, title and interest regarding the Patent Rights to MRC.
- 5.2 Notwithstanding the foregoing in Article 5.1 above, MRC makes no representation or warranty regarding the validity or enforceability of the Patents Rights under any circumstance. In addition, MRC makes no representations, warranties, or covenants express or implied, nor shall MRC have any liability, in respect of any infringement of patents or other rights of any third party relating to the Patent Rights.

ARTICLE 6. INTERPRETATION OF ASSIGNMENT AGREEMENT

- 6.1 This Assignment Agreement shall be deemed to be a supplementary agreement to the R&D Agreement and will be governed by the R&D Agreement.
- 6.2 Notwithstanding the foregoing in Article 6.1 above, in the event of a conflict between the terms and conditions of this Assignment Agreement and those of the R&D Agreement, the terms and conditions of this Assignment Agreement shall prevail, unless otherwise expressly agreed in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment Agreement to be executed by their authorized representatives in duplicate.

mitsubishi rayon co., ltd.

By: Fujio Nakao
Name: Fujio Nakao
Title: General Manager
Date: Oct. 31, 2013

LUCITE INTERNATIONAL UK LIMITED

By: David Johnson
Name: DAVID JOHNSON
Title: RESEARCH ASSOCIATE
Date: 7 Nov 2013

Exhibit A**Patent Applications**

No.	Application Country	Application Number	Application Date	Priority
1	PCT	PCT/JP2012/054498	Feb. 17, 2012	n/a
2	PCT	PCT/JP2013/054639	Feb. 18, 2013	PCT/JP2012/054498 (Feb. 17, 2012)
3	GCC	GCC/P/2013/23543	Feb. 12, 2013	PCT/JP2012/054498 (Feb. 17, 2012)
4	Iran	IR 13915014000309596	Feb. 14, 2013	PCT/JP2012/054498 (Feb. 17, 2012)
5	Venezuela	VE 2013-000196	Feb. 14, 2013	PCT/JP2012/054498 (Feb. 17, 2012)
6	Taiwan	TW 102105431	Feb. 08, 2013	PCT/JP2012/054498 (Feb. 17, 2012)

Exhibit B**Application Costs and Administrative Expenses****(Total Application Expenses)**

(Unit: JPY)

No.	Application Number	Application Costs (α)	Administrative Expenses (β)	Total Application Expenses ($\alpha + \beta$)
1	PCT/JP2012/054498	1,256,300	125,630	1,381,930
2	PCT/JP2013/054639	675,959	67,596	743,555
3	GCC/P/2013/23543	689,546	68,955	758,501
4	IR 13915014000309596	359,806	35,981	395,787
5	VE 2013-000196	623,057	62,306	685,363
6	TW 102105431	436,515	43,652	480,167

Sum of Total Application Expenses: JPY 4,445,303-