

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
DOW GLOBAL TECHNOLOGIES LLC			12/03/2014
RECEIVING PARTY DATA			
Name:	VALFILM, LLC		
Street Address:	6945 ATLANTIC AVENUE		
City:	LONG BEACH		
State/Country:	CALIFORNIA		
Postal Code:	90805		
PROPERTY NUMBERS Total: 4			
Property Type	Number		
Patent Number:	7939169		
Patent Number:	8062745		
Application Number:	12470158		
Application Number:	12781018		
CORRESPONDENCE DATA			
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NAME OF SUBMITTER:	JAMES J. PINGOR		
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DATE SIGNED:	03/24/2015		
Total Attachments: 6			
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APPENDIX D – Patent Assignment**PATENT ASSIGNMENT AGREEMENT**

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of December 3, 2014 (the "**Effective Date**"), is made by Dow Global Technologies LLC (Formerly Known As Dow Global Technologies Inc.), a limited liability company organized and existing under the laws of the state of Delaware and having a place of business at 2040 Dow Center, Midland, Michigan ("**Assignor**"), in favor of Valfilm, LLC ("**Assignee**"), a limited liability company organized and existing under the laws of the state of Ohio and having an address at 6945 Atlantic Avenue, Long Beach, California, in connection with the transfer of certain assets of Assignor to Assignee pursuant to that certain Intellectual Property Transfer and License Agreement by and among The Dow Chemical Company, Assignor and Assignee, dated as of December 3, 2014 (the "**IPTLA**").

WHEREAS, under the terms of the IPTLA, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain Acquired Patents (as defined herein), and has agreed to execute and deliver this Patent Assignment in a form recordable with United States authorities including, but not limited to, the US Patent and Trademark Office (USPTO), and other national and supranational governmental authorities.

WHEREAS, Assignee wishes to obtain all of Assignor's right, title and interest in and to the Acquired Patents (as defined herein) and Assignor's entire right, title and interest in the Licenses (as defined herein).

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration of the execution of the IPTLA, the payment of the consideration stipulated in the IPTLA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in, to and under the following (the "**Acquired Patents**"):

- a. the patents and patent applications listed in Schedule 1 hereto, all patents that issue from such patent applications, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing, and any patents or patent applications from which any of them claim priority or that claim priority from any of them, and all inventions disclosed and claimed in any of the foregoing (the "**Patents**");
- b. all rights, privileges and protections of any kind whatsoever of Assignor accruing under any of the Patents provided under the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world,

including, but not limited to, the right to file foreign patent applications and license recordations; and,

- c. any and all claims and causes of action, with respect to any of the Patents, accruing on or after the Effective Date (including infringements that are continuations of infringements occurring prior to the Effective Date), including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for any such infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to petition or sue for, or otherwise seek, such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents for the USPTO and the appropriate officers of the USPTO and all other jurisdictions in which any of the Patents are or may be recorded, registered or pending, to record and register this Patent Assignment upon request by Assignee. The Parties shall, and shall cause their respective Affiliates to, use commercially reasonable efforts to take, or cause to be taken, all appropriate action, to do, or cause to be done, all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated by this Assignment; provided, that, as between the Parties, Assignee shall be responsible for the preparation and filing of such documents and other instruments that may be necessary to record or perfect Assignee's right, title and interest in and to the Patents (including, without limitation, with any applicable Governmental Authorities), and for any and all costs, expenses and fees associated therewith.
3. IPTLA. The terms of the IPTLA, including, but not limited to, the representations, warranties, covenants, agreements, indemnities and disclaimers relating to the Acquired Patents are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the IPTLA and the terms hereof, the terms of the IPTLA shall govern.
4. General.
 - a. Entire Agreement. This Patent Assignment, together with the IPTLA, other agreements incorporated therein by reference (including the Asset Purchase Agreement) and all related exhibits and schedules, constitute the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

- b. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- c. Governing Law. All matters arising out of or relating to this Patent Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).
- d. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Patent Assignment as of the Effective Date.

DOW GLOBAL TECHNOLOGIES
LLC

By: Mark A. Whiteman

Name: Mark A. Whiteman
Title: President

Valfilm, LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Patent Assignment as of the Effective Date.

DOW GLOBAL TECHNOLOGIES
LLC

By: _____

Name:

Title:

Valfilm, LLC

By: 

Name: ALBERTO GERONIMI

Title: CEO

SCHEDULE 1

Acquired Patents and Patent Applications

The "Acquired Patents" are those patent families represented by the following US patents or publications:

US7939169B1

US8062745B1

US2010/0297438A1

US2010/0316843A1