

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3284760

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CRISTAL USA INC.	02/09/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	UNIVERSITY OF LEEDS
<b>Street Address:</b>	WOODHOUSE LANE
<b>City:</b>	LEEDS
<b>State/Country:</b>	ENGLAND
<b>Postal Code:</b>	LS2 9JT
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	11728446
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(405)607-8686
<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>	
<b>Phone:</b>	4056078600
<b>Email:</b>	ckrukiel@dunlapcoddling.com,alatham@dunlapcoddling.com,agraves@dunlapcoddling.com
<b>Correspondent Name:</b>	DUNLAP CODDING, P.C.
<b>Address Line 1:</b>	P.O. BOX 16370
<b>Address Line 4:</b>	OKLAHOMA CITY, OKLAHOMA 73113-2370
<b>ATTORNEY DOCKET NUMBER:</b>	5794.007
<b>NAME OF SUBMITTER:</b>	CHARLES E. KRUKIEL
<b>SIGNATURE:</b>	/charlesekrukiel/
<b>DATE SIGNED:</b>	03/26/2015
<b>Total Attachments: 6</b>	
source=5794.007 Assignment Agreement, University of Leeds and Cristal USA Inc#page1.tif	
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source=5794.007 Assignment Agreement, University of Leeds and Cristal USA Inc#page6.tif	

DATED FEBRUARY 9, 2015

ASSIGNMENT AGREEMENT IN RESPECT OF CERTAIN  
INTELLECTUAL PROPERTY RIGHTS

made between

CRISTAL USA INC.

and

UNIVERSITY OF LEEDS

This agreement is dated

2014

**PARTIES:**

- (1) **CRISTAL USA INC.**, a US corporation whose principal place of business is 20 Wight Avenue, Suite 100, Hunt Valley, MD 21030, United States ("**Cristal**").
- (2) **UNIVERSITY OF LEEDS** a body incorporated by Royal Charter (RC:000658) in England and Wales whose registered office is at Leeds LS2 9JT ("**Leeds**").

**BACKGROUND:**

- (A) Millenium Inorganic Chemicals Limited (an English company) ("**Millennium**") and Leeds concluded a number of agreements relating to research matters and intellectual property. These included (without limitation) a sponsored research agreement dated 1 September 2008 ("**Research Agreement**") and an option agreement relating to the results of the Research Agreement dated 13 December 2011 ("**Option Agreement**").
- (B) Cristal is an affiliate of Millennium and the Assignable IP (defined below) has since been assigned to Cristal in its entirety.
- (C) Leeds has the right to require Cristal to assign the Assignable IP (as that term is defined in the Option Agreement) to Leeds pursuant to the Option Agreement.
- (D) Both Leeds and Cristal confirm that Leeds is, by this agreement, deemed to have served the Option Exercise Notice (as that term is defined in the Option Agreement).
- (E) Cristal and Leeds now wish to complete the assignment of the Assignable IP to Leeds.
- (F) Cristal is the owner of the Assignable IP and has agreed to assign the same to Leeds hereunder.

**AGREED TERMS:**

**1. Interpretation**

- 1.1. The definitions and rules of interpretation in this clause apply in this agreement.

**Assignable IP:** has the same meaning as in the Option Agreement.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994.

- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement. Unless explicitly provided otherwise, references to a clause, schedule or paragraph are references to such provision in this agreement.
- 1.3. The background and the schedule form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the background and the schedule.

- 1.4. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6. A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

## **2. Assignment and Variation**

- 2.1. Pursuant to clause 2 of the Option Agreement, Cristal hereby assigns to Leeds absolutely with full title guarantee all its right, title and interest in and to the Assignable IP, including:
  - 2.1.1. the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents;
  - 2.1.2. the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assignable IP whether occurring before, on, or after the date of this agreement.
- 2.2. Within 45 Business Days of the execution of this agreement, Leeds shall pay to Cristal the sum of £7,500 (seven thousand five hundred pounds sterling) inclusive pursuant to clause 2.2.1 of the Option Agreement.
- 2.3. Cristal acknowledges and confirms that Leeds has, prior to the date of this agreement and pursuant to clause 2.2.2 of the Option Agreement, paid to Cristal the Ongoing Patent Costs (as that term is defined in the Option Agreement).
- 2.4. Notwithstanding the assignment of the Assignable IP pursuant to clause 2.1 above, Leeds hereby grants to Cristal a non-exclusive and non-sublicensable licence (save that it is sub-licensable to a wholly-owned subsidiary of Cristal for the purposes of contract manufacturing or contracting relevant maintenance services) for the duration of the MIC Field Results (as that term is defined in the Research Agreement).
- 2.5. The Option Agreement remains in full force and effect in accordance with its terms.
- 2.6. Leeds re-affirms its intention to adhere to clause 5.2 of the Option Agreement.

## **3. Warranties and representations**

- 3.1. Cristal warrants and represents to Leeds that:
- 3.1.1. it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assignable IP;
  - 3.1.2. for each of the applications and registrations listed in the Schedule it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
  - 3.1.3. it has not licensed or assigned any of the Assignable IP to any other person;
  - 3.1.4. the Assignable IP is free from any security interest, option, mortgage, charge or lien;
  - 3.1.5. it is unaware of any infringement;
  - 3.1.6. so far as it is aware, there are and have been no claims or challenges in relation to the ownership of any of the Assignable IP and all previous assignments of the applications and registrations listed in the Schedule are valid and were registered within applicable time limits.

**4. Further assurance**

- 4.1. Cristal shall, at its own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which Leeds reasonably requests, to vest in Leeds the full benefit of the right, title and interest assigned to Leeds under this agreement, including registration of Leeds as applicant or (as applicable) proprietor of the Assignable IP.

**5. General**

- 5.1. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 5.2. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 5.3. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 5.4. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

- 5.5. If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. If such amendment or agreement thereon is not possible, the relevant provision or part-provision shall be deemed deleted. Any amendment to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement
- 5.6. This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 5.7. No counterpart shall be effective until each party has executed at least one counterpart.
- 5.8. No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

**6. Notices**

- 6.1. Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be delivered by (i) registered air mail or professional courier service to the recipient's registered office (if a company) or its principal place of business (in any other case) or (ii) by email or other electronic means (provided that service of such notice shall only be deemed to have been delivered if the sender does not receive a failure or similar notice informing the sender that the message has not been correctly relayed).
- 6.2. This clause 6 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**7. Governing law and Jurisdiction**

- 7.1. 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) shall be governed by and construed in accordance with the law of England and Wales.
- 7.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

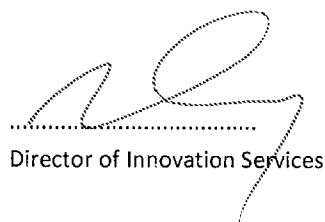
**The Schedule**

**Patent details**

Reference	Country	Official Number	Grant Number	Applicant	Catchword	Case Status
UOL 08008A/EP	European Patent	08728434.5		Cristal USA Inc	Titaniferrous Ore	Application pending

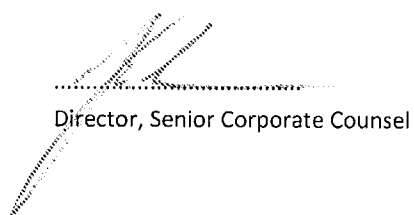
	Office				Beneficiation	
UOL 08008A/US	United States of America	11/728446	7494631	Cristal USA Inc	Titaniferrous Ore Beneficiation	Granted
UOL 08008A/TW	Taiwan	097106884	1418514	Cristal USA Inc	Titaniferrous Ore Beneficiation	Granted
UOL 08008A/AU	Australia	2008231270	20082312 70	Cristal USA Inc	Titaniferrous Ore Beneficiation	Granted
UOL 08008A/BR	Brazil	PI0805815.6		Cristal USA Inc	Titaniferrous Ore Beneficiation	Application pending
UOL 08008A/CA	Canada	2666153	2666153	Cristal USA Inc	Titaniferrous Ore Beneficiation	Granted
UOL 08008A/IN	India	2545CHENP/ 2009		Cristal USA Inc	Titaniferrous Ore Beneficiation	Application pending
UOL 08008B/US	United States of America	12/561855	7964164	Cristal USA Inc	Production of Synthetic Rutile	Granted

**SIGNED** for and on behalf of **UNIVERSITY OF LEEDS** acting by **ANDREW DULEY**



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Director of Innovation Services

**SIGNED** for and on behalf of **CRISTAL USA INC.** acting by **JAMES KOUTRAS**



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Director, Senior Corporate Counsel