

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3309322

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	LICENSE	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
E.I. DU PONT DE NEMOURS AND COMPANY		02/01/2013
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CSM INSTRUMENTS S.A.	
<b>Street Address:</b>	GARE, 4	
<b>City:</b>	PESEUX	
<b>State/Country:</b>	SWITZERLAND	
<b>Postal Code:</b>	CH-2034	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	6520004	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(703)685-0573	
<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>	7035212297	
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<b>Correspondent Name:</b>	YOUNG & THOMPSON	
<b>Address Line 1:</b>	209 MADISON ST., SUITE 500	
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<b>ATTORNEY DOCKET NUMBER:</b>	5034-10280-MISC	
<b>NAME OF SUBMITTER:</b>	BENOIT CASTEL	
<b>SIGNATURE:</b>	/Benoit Castel/	
<b>DATE SIGNED:</b>	04/14/2015	
<b>Total Attachments: 11</b>		
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**NANOSCRATCH TECHNOLOGY LICENSE AGREEMENT**

**THIS AGREEMENT** (hereafter "Agreement") is effective this 1st day of December 2004 by and between

**E. I. du Pont de Nemours and Company**, a corporation of the State of Delaware with a principal place of business at 1007 Market Street, Wilmington, DE 19898, hereinafter referred to as "Licensor",

and

**CSM Instruments SA**, a corporation of Switzerland with a principal place of business at Gare, 4, CH2034 – PESEUX, Switzerland hereinafter referred to as "Licensee".

WITNESSETH, that in consideration of the mutual understandings and obligations herein set forth, the parties agree as follows:

**ARTICLE 1 - DEFINITIONS**

As used in this Agreement:

(a) "Patents"

The term "Patents" means Licensor's U.S. Patent 6,520,004, including any reissue, reexamination and foreign patents thereof, as listed in Schedule A.

(b) "Nano-Scratch Tester (CSM Trademark) Module"

The term "Nano-Scratch Tester Module" (hereafter NSTM) means the product developed, manufactured and sold by CSM which include all the embodiments of test apparatus and method of measuring mar or scratch resistance of films, coatings and other substrates as disclosed in Patents, having a 2004 CSM list price of eighty-seven thousand Swiss Francs (CHF 87,000), hereinafter "List Price".

(c) "Effective Date"

The term "Effective Date" means the date indicated above as the effective date of this Agreement.

(d) "Territory"

The term "Territory" means all the countries in the world.

(e) "Subsidiary"

The term "Subsidiary" means any entity that is owned or directly or indirectly controlled by a party to this Agreement through ownership of at least fifty percent (50%) of the stock entitled to vote for election of directors.

(f) "Material Breach"

Any of the following events would be considered to be a Material Breach, on the occurrence of which DuPont could terminate the license Agreement:

(1) CSM exceeding the scope of the License granted under Article 2 below of this Agreement.

(2) CSM's failure to make payments as described in Article 3 below of this Agreement.

(g) "Party"

The term "Party" means either party to this Agreement.

**ARTICLE 2 – GRANT RIGHTS**

(a) Exclusive License

Subject to this Agreement, as of the Effective Date, Licensors hereby grants to Licensee for Term an exclusive license under the Patents to make, have made, use, export, offer for sale and sell NSTM in the Territory.

(b) Right to Sublicense

Licensors grants Licensee the right to grant sublicenses only to one or more Subsidiaries of Licensee. Such sublicenses shall be in writing and signed by Licensee and its sublicensee and subject to all of the applicable terms and conditions hereof. A copy of each sublicense shall be provided to Licensors within thirty (30) days after its Effective Date.

(c) Rights by Implication

Except as specifically set forth herein, no license or right is granted by implication or otherwise with respect to any patent application or patent and no right is granted by this Agreement to use any trademark, trade name or other proprietary right of Licensors or its affiliates.

(d) Product Labeling

Within a reasonable period not to exceed four months after signature of this agreement, each NSTM sold by Licensee shall be labeled in a form approved by Licensors with an appropriate patent notice. Licensee shall properly cite Patents in Licensee's literature, websites and other communication media.

**ARTICLE 3 - PAYMENTS**

(a) Initial Royalty Fee

Licensee shall pay to Licensors an initial royalty fee of Forty Thousand U.S. Dollars (U.S. \$40,000.00) within thirty (30) days after the Effective Date of this

Agreement. This initial royalty fee covers all nanoscratch technology licensing and royalty fees owed by Licensee to Licensor prior to the execution of this agreement.

(b) Annual Royalties

Starting from calendar year 2005 and each calendar year thereafter under this Agreement, Licensee shall pay to Licensor annual royalties equal to three percent (3%) of the NSTM List Price for each unit sold by Licensee, Subsidiaries or agents during that year; hereinafter defined as "Annual Royalties". These Annual Royalties shall be paid within thirty (30) days after the end of each calendar year.

(c) Minimum Annual Royalties

Licensee shall pay each year Annual Royalties as stated in Article 3(b) or a minimum of Thirteen Thousand Fifty Swiss Francs (CHF 13,050), whichever is higher.

(d) Annual Patent Maintenance Cost Contribution

Licensee shall pay Licensor 50% of the annual maintenance costs of Patents with a maximum limit of Seven Thousand U.S. Dollars (U.S. \$7,000.00) per calendar year. The Licensee will be invoiced on a quarterly basis with payments to be made within thirty (30) days of invoice receipt.

(e) Taxes

Licensee shall pay all taxes and charges imposed by any government or taxing authority or a subdivision thereof, other than the United States or a subdivision thereof, with respect to payments by Licensee to Licensor for transfer of information or patent rights or other intellectual property rights hereunder. Notwithstanding the foregoing, to the extent Licensee is required by any applicable income tax law to withhold a portion of the payment owing to Licensor hereunder, Licensor shall accept the resulting net payment as due performance under this Agreement. Licensee shall, however, take all necessary steps to secure the benefit of any reduction of withholding tax rate available under treaty and shall promptly provide Licensor with receipt for any tax withheld. Unless otherwise noted in writing, receipts shall be sent to:

Federal and International Tax Operations  
DuPont Finance  
E. I. du Pont de Nemours and Company  
1007 Market Street, Room 13120  
Wilmington, Delaware 19898, U.S.A.

(f) Late Payment and Right to Offset Nonpayment

If any sum of money owed to Licensor hereunder is not paid when due, the unpaid amount shall bear interest, compounded annually, at an annual rate which is

the lesser of three (3) percentage points above the prime rate quoted by Chase Manhattan Bank of New York on the day payment was due and the maximum lawful interest rate permitted under applicable law. Such interest shall accrue on the balance of unpaid amounts from the date such amounts become due and owing until payment or offset thereof in full. Licensors may, at its election, offset any such unpaid amount and interest thereon against any money Licensors owes to Licensee.

#### **ARTICLE 4 – REPORTS, NOTICES AND RECORDS**

(a) Reports

Licensee shall report in writing to Licensors within thirty (30) days after the end of each calendar year the quantities of each NSTM hereunder sold by Licensee or its Subsidiaries or agents during said year and the calculation of the Annual Royalties thereon.

(b) Each payment to Licensors hereunder shall be sent to:

By Checks:  
Royalty Accounting  
E. I. du Pont de Nemours and Company  
1007 Market Street, Room D-8003-3 (Cash Operations)  
Wilmington, Delaware 19898, U.S.A.

US \$ Wire Transfer  
J P Morgan Chase Bank  
New York, NY 10041-0199  
ABA Routing # 021000021  
Account # 910-1-012723  
Account Name: E. I. du Pont de Nemours and Company  
Description: Royalty Payment-Licensee  
CSM Instruments SA

(c) Notices

Unless specified otherwise in the Agreement, all notices, requests, demands, or other communications to be given by either party to the other pursuant to this Agreement shall be in writing and sent by facsimile confirmed by airmail, or by courier or registered mail, postage prepaid, to the following addresses:

For Licensors: Ms. Mitzie Rummel  
DuPont Performance Coatings  
950 Stephenson Highway  
Troy, Michigan 48083, U.S.A.  
Facsimile: 1-248-583-7955

For Licensee: Monsieur Jacques Francoise, CEO  
CSM Instruments SA  
Gare, 4  
CH2034 – PESEUX  
Switzerland  
Facsimile: 41-32-557-5610

or to such other address as either party may from time to time designate by written notice.

(d) Records

Licensee shall keep adequate records in sufficient detail to enable the Annual Royalties payable to Licensors hereunder. On thirty (30) days' prior written notice by Licensors, Licensee shall permit said records to be inspected at Licensors' expense, at any time during regular business hours by an independent auditor appointed by Licensors, and reasonably acceptable to Licensee for this purpose, who shall report to Licensors only the amount of the fees due hereunder. However, if the audit finds a discrepancy greater than ten percent (10%), the cost of the audit shall be shifted to the Licensee. Prompt adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such audit.

**ARTICLE 5 - THIRD PARTY INFRINGEMENT**

If either party becomes aware of any third party infringement of Patents, Licensors and Licensee shall promptly assess the value and worth of individually or jointly defending the Patents provided neither party is obligated to participate in or financially support any infringement action against such third party infringement. However, only the party or parties bringing the infringement action against such third party infringement shall share any remedies resulting from such legal action.

**ARTICLE 6 - WARRANTIES**

(a) Validity of Patents and Prosecution of Infringement

Nothing contained in this Agreement shall be construed as: (1) a warranty or representation by either of the parties as to the validity or scope of any patent; or (2)

an agreement to bring or prosecute actions or suits against third parties for infringement or conferring any right or obligation to bring or prosecute actions or suits against third parties for infringement.

(b) Performance under the Grant

While it is expected that the Patents provided by Licensors under this Agreement will enable Licensee to make commercially acceptable NSTM, Licensors does not warrant or guarantee that such results will be obtained, and that Licensors shall not be liable to Licensee because of any failure in the operations of Licensee.

(c) Health and Safety Hazards

While it is believed that the ordinary and anticipated use of the Patents, or NSTM made thereby, will not result in safety or health hazards to workers or to purchasers of such products, Licensors does not warrant or guarantee against such health or safety hazards.

(d) Right to Enter into Agreement

Each of Licensors and Licensee hereby represents and covenants that it has full right, power and authority to enter into this Agreement and there is nothing that would prevent it from performing its obligations under the terms and conditions imposed on it by this Agreement.

## **ARTICLE 7 - INDEMNITIES**

(a) Willful Misconduct

Licensee shall indemnify and hold Licensors harmless from all claims, costs, losses and expenses, including but not limited to, reasonable attorneys fees, for compensatory and punitive damages arising from personal injury, wrongful death, property damage, or any other type of damages arising out of or pertaining to the subject matter of this Agreement, whether or not based on any alleged breach of warranty, contract, statute, or regulation, or negligence or any tort, including but not limited to, strict liability, liability without fault, or allegations of Licensors's joint or sole negligence or other tortious conduct, except that the above obligation of indemnity shall not apply to injuries caused solely and directly by Licensors's bad faith or willful misconduct.

(b) Special Damages

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR ANY SIMILAR DAMAGES IN CONNECTION WITH ANY CLAIM THAT ARISES OUT OF OR RELATES TO THIS AGREEMENT OR THE PARTIES CONDUCT HEREUNDER

WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS BUT NOT LIMITED TO, LOSS OF ANTICIPATED USE, PROFITS, OR OPERATING DOWNTIME.

(c) Indemnity by Licensor

Licensor shall not be liable to and shall not defend or indemnify Licensee, its sublicensees, their customers and/or end users from and against any damages, liabilities, costs or expenses to Licensee, its licensees, its sublicensees, their customers and/or end users, because of the infringement of any intellectual property right of a third party by Licensee, its licensees, its sublicensees, or any of their customers or end users.

(d) Indemnity by Licensee

Licensee shall defend and indemnify Licensor from or against any damages, liabilities, costs and expenses, including reasonable attorney's fees and court costs, arising out of (1) any use of the NSTM by Licensee, its sublicensees or their customers or end users; (2) improvements of the NSTM introduced by Licensee, its sublicensees, its customers or end users; or (3) injuries or damages caused by the NSTM.

**ARTICLE 8 - GOVERNMENTAL CONTROL**

Anything herein to the contrary notwithstanding:

(a) Governmental Prohibition

Neither party shall be required to furnish information over governmental prohibition or objection.

(b) Governmental Regulation

All activities of Licensor and Licensee pursuant to this Agreement shall comply with all applicable laws, rules and regulations. Licensee shall use its reasonable best efforts to obtain necessary licenses, permits and approvals with respect to its obligations under the Agreement.

**ARTICLE 9 - APPLICABLE LAW**

This Agreement is acknowledged to have been made in and shall be governed, interpreted and construed in accordance with the laws of the State of Delaware, United States of America; provided that all questions concerning the construction or effect of patent applications and patents shall be decided in accordance

with the laws of the country in which the particular patent application or patent concerned has been filed or granted, as the case may be.

#### **ARTICLE 10 - DISPUTE RESOLUTION**

Any disputes hereunder shall be referred to senior management of the Parties for resolution. If the Parties still are unable to reach resolution, they shall endeavor to resolve the dispute through a dispute resolution process reasonably selected for the dispute in question. Nothing herein, however, shall preclude either Party from seeking remedy of a dispute in a court of law or equity.

#### **ARTICLE 11 - TERMINATION**

(a) Normal Termination Date

This Agreement shall begin on the Effective Date and, unless terminated earlier as hereinafter provided, shall extend for a term which shall automatically terminate on the fifteenth (15th) anniversary of its Effective Date or upon the expiration of the last of the Patents licensed hereunder, whichever date shall last occur.

(b) Termination as a Result of Material Breach

In the event of Material Breach or default as to any obligation of this Agreement by Licensee, Licensor may terminate this Agreement granted hereunder upon giving written notice of termination, such termination being immediately effective upon the giving of such notice. However, if such breach is corrected within a sixty (60) - day period following notice, and there are no unreimbursed damages resulting from the breach, the Agreement shall continue in force. The termination of this Agreement as a result of Material Breach or default would not relieve CSM from its obligations under Article 3 above.

(c) Termination as a Result of Insolvency

Should Licensee (1) become insolvent or unable to pay its debts as they mature, or (2) make an assignment for the benefit of creditors, or (3) permit or procure the appointment of a receiver for its assets, or (4) become the subject of any bankruptcy, insolvency or similar proceeding, then Licensor may at any time thereafter on written notice to Licensee, effective forthwith, cancel this Agreement granted hereunder.

(d) Other Termination Provisions

Licensee may terminate this Agreement at any time for any reason or for no reason upon ninety (90) days written notice to Licensor. Upon termination of the Agreement, Licensee shall cease: (i) any use or practice of unexpired Patents licensed

under Article 2 above; and (ii) any manufacture, use, transfer, export, import or sale of the NSTMs, except any NSTMs whose manufacture commenced on or prior to the date of termination.

(e) Continuing Obligations Following Termination

Termination of this Agreement by either party shall not affect any rights accrued or obligations incurred pursuant to this Agreement prior to the Effective Date of such termination to make payment of any sum due to Licensor pursuant to Article 3, including for sale of any quantity of the NSTMs manufactured prior to termination of the Agreement but sold thereafter.

(f) Effect of Termination on Sublicenses

Upon termination of the Agreement pursuant to this Article, any sublicense to a Licensee's Subsidiary shall automatically terminate.

**ARTICLE 12 - ASSIGNABILITY**

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and the successors and assigns of the business relating to the subject matter hereof, or any portion thereof, of each of them but shall not otherwise be assignable or transferable without the prior written consent of Licensor. Except to its Subsidiaries, Licensee shall not disclose any of the terms and conditions of this Agreement without the prior written consent of Licensor.

**ARTICLE 13 - MISCELLANEOUS**

(a) Amendments

Any amendment or modification of any provision of this Agreement must be in writing, dated and signed by both parties hereto.

(b) Relationship of the Parties

Nothing herein contained shall be deemed to create a joint venture, agency or partnership relationship between the parties hereto. Neither party shall have any power to enter into any contracts or commitments in the name of, or on behalf of, the other party, or to bind the other party in any respect.

(c) Invalidity

If a court having competent jurisdiction declares any provision of this Agreement invalid or unenforceable, this Agreement shall endure except for the part declared invalid or unenforceable by order of such court. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision, which shall be a

reasonable substitute for such invalid or unenforceable provision in light of the intent of the Agreement.

(d) Waiver

A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

(e) Headings and Subheadings

The headings and subheadings in this Agreement are included herein for ease of reference only and have no legal effect and shall not be used in interpreting this Agreement.

(f) Language

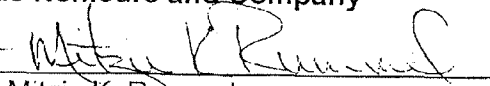
All written materials, correspondence, and notices supplied by either party hereto shall be in the English language. This Agreement has been executed in the English language.

(g) Entire Understanding

This Agreement embodies the entire understanding between the parties relating to the subject matter of the Agreement and any prior representations, warranties or agreements between the parties, whether written or oral, not contained in this Agreement are null and void and are superseded by this Agreement. The parties acknowledge that they have not executed or authorized the execution of this instrument in reliance upon any agreement, understanding, condition, warranty or representation not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives and have entered the Effective Date on the first page hereof.

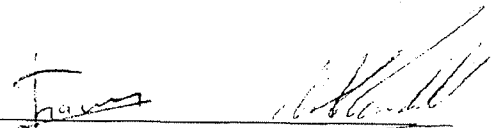
**E. I. du Pont de Nemours and Company**

By (Signature) 

Printed Name: Mitzie K. Rummel

Title: Global Technology Licensing Manager

**CSM Instruments SA**

By (Signature) 

Printed Name: Jacques Françoise

Title: Chief Executive Officer

SCHEDULE ALicensors ID No. FA0792

Country	Filing No.	Filing Date	Grant No.	Grant Date	Expiration Date
Belgium			1092142	06/02/2004	03/10/2019
China P.R.			148130	03/24/2004	03/10/2019
Eur Patent			1092142	06/02/2004	03/10/2019
France			1092142	06/02/2004	03/10/2019
Germany			69917780.4	06/02/2004	03/10/2019
Great Britain			1092142	06/02/2004	03/10/2019
India	0256/MUM/00	03/10/1999			
Japan	535909/00	03/10/1999			
Korea South	10-2000-7010063	03/10/1999			
Mexico			218021	12/09/2003	03/10/2019
U. S. A.			6520004	02/18/2003	03/10/2019