503348269 06/12/2015

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3394889

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

#### **CONVEYING PARTY DATA**

Name	<b>Execution Date</b>
WACKER CHEMIE AG	03/03/2015

#### **RECEIVING PARTY DATA**

Name:	BASF SE
Street Address:	CARL-BOSCH-STRASSE 38
City:	LUDWIGSHAFEN
State/Country:	GERMANY
Postal Code:	67056

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	09709832

#### **CORRESPONDENCE DATA**

**Fax Number:** (302)467-4201

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.

**Phone:** 302-467-4200

Email: jamie.jensen-smith@dbr.com

Correspondent Name: DRINKER BIDDLE REATH LLP

Address Line 1: 222 DELAWARE AVE, SUITE 1410

Address Line 4: WILMINGTON, DELAWARE 19801

NAME OF SUBMITTER:	ASHLEY I PEZZNER
SIGNATURE:	/Ashley I. Pezzner/
DATE SIGNED:	06/12/2015

### **Total Attachments: 3**

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PATENT 503348269 REEL: 035829 FRAME: 0267

## Assignment Agreement

between

BASF SE (formerly known as BASF AG) of 67056 Ludwigshafen, Germany on the one hand (hereinafter referred to as "BASF");

and

Wacker Chemie AG of Hanns-Seidel-Platz 4, 81737 Munich, Germany on the other hand (hereinafter referred to as ("WACKER")

WHEREAS BASF and WACKER have entered into an Asset Sale and Purchase (and Transfer) Agreement as of August, 14 / August 21, 2002 ("Asset Sale Agreement").

WHEREAS in accordance with the stipulations of the Asset Sale Agreement WACKER has granted to BASF certain exclusive rights under Licensed Patents (as defined in the Asset Sale Agreement) which are owned by WACKER.

WHEREAS WACKER now wishes to abandon certain national equivalents of the Licensed Patens which are listed in detail in Schedule A to this Assignment Agreement ("Assigned Patents").

WHEREAS WACKER has offered the Assigned Patents to BASF for assignment prior to abandonment in accordance with the stipulations of Section 17.4 of the Asset Sale Agreement.

WHEREAS BASF is desirous in such assignment and WACKER is desirous in retaining a non-exclusive right of use under the Assigned Agreement in accordance with the stipulations of Section 17.4 of the Asset Sale Agreement.

NOW THEREFORE BASF and WACKER hereinafter agree as follows:

- 1. Subject to Section 3 hereinafter, WACKER herewith assigns and BASF herewith accepts all right, title an interest in the Assigned Patents for the sum of EUR 1,~ (one Euro).
- 2. BASF will be responsible for all actions and formalities in course of the assignment with the relevant authorities. As of the Effective Date all official or attorney fees resulting from the assignment and any future cost for maintaining, defending and prosecuting said Assigned Patents will be borne by BASF. WACKER agrees to make all signatures reasonably necessary for the assignment.

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- In accordance with Section 17.4 of the Asset Sale Agreement, WACKER retains and BASF herewith accepts a royalty-free, irrevocable, non-exclusive right of use (license) of WACKER under the Assigned Patents, however, that part of the Assigned Patents which has been exclusively been licensed to BASF with the Asset Sale Agreement being excluded. Such license of WACKER shall be without consent of BASF transferable to an Affiliate (as defined in the Asset Sale Agreement) of WACKER and assignable to the successor in ownership by sale, merger, transfer or consolidation of the relevant business of WACKER.
- This Assignment Agreement shall take effect on 02.02.2015 ("Effective Date") by signature of both parties.
- 5. This Agreement constitutes the entire agreement between BASF and WACKER with respect to the subject matter hereof. This Agreement may not be altered or modified in any way except by written document signed by the duly authorized representatives of the parties; this shall also apply to any waiver of this written form requirement.
- This Assignment Agreement will be governed and construed in accordance with the laws of the Federal Republic of Germany. All conflicts arising under, or in connection with, this Assignment Agreement shall be settled in an amicable manner. If an amicable settlement cannot be achieved, München is named as the exclusive place of jurisdiction.

BASF SE		Wacker	Chemie AG	
Place/Date:		Place/D	ate: <u>Huydi I</u>	3.615
Signed by:	profeli	Signed	py: ####	Za W
Or, Olia' Schwesm Vice President IP Global Intellectual Property	Añke Pacobs Vice Pusident Global Intellectual F	<sup>o</sup> roperty		pps, Dr. Elichael Schoder Director Parents European Patent Attomi

# SCHEDULE A

WACKER Internal Code

Title

CO 9907

Trägerkatalysatoren und deren Verwendung bei der Gasphasenoxidation von Kohlenwasserstoffen

## **Assigned Patents**

Country	Application No.	Patent No.	Grant Date
CN	00132140.4	1298763	12-11-2003
JP	2000-372601	3757111	06-01-2006
US	09/709832	6624114	23.09.2003
EP-DE	00124327.8.0	1108470	17-07-2002
EP-GB	00124327.8.0	1108470	17-07-2002

2015-01-14 IP/Dr Fl/sp V15008

REEL: 035829 FRAME: 0270

**RECORDED: 06/12/2015**