503452187 08/26/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3498812

		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY	DATA			
		Name	Execution Date	
CONSTELLIUM FRAN	CE SAS		04/22/2015	
	ΔΤΔ			
Name:		CONSTELLIUM NEUF-BRISACH SAS		
Street Address:	40-44 RU	40-44 RUE WASHINGTON		
City:	PARIS	PARIS		
State/Country:	FRANCE	FRANCE		
Postal Code:	75008	75008		
PROPERTY NUMBER	S Total: 1			
Property Type		Number		
Patent Number: 6764		64558		
AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA				
CORRESPONDENCE Fax Number:		ne e-mail address first: if that is uns	uccessful, it will be sent	
Fax Number: Correspondence will	be sent to th	ne e-mail address first; if that is uns f that is unsuccessful, it will be sen		
Fax Number: <i>Correspondence will using a fax number, i</i> Phone:	be sent to th f provided; il 703	f that is unsuccessful, it will be sen 36108630	t via US Mail.	
Fax Number: <i>Correspondence will using a fax number, i</i> Phone: Email:	be sent to th f provided; it 70: hm	f that is unsuccessful, it will be sen 36108630 ncbee@milesstockbridge.com, ipdock	t via US Mail.	
Fax Number: <i>Correspondence will using a fax number, i</i> Phone: Email: Correspondent Name	be sent to th f provided; it 70: hm :: Mll	f that is unsuccessful, it will be sen 36108630 ncbee@milesstockbridge.com, ipdock LES AND STOCKBRIDGE	t via US Mail.	
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Fax Number: <i>Correspondence will using a fax number, i</i> Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4:	<i>be sent to th</i> <i>f provided; it</i> 70: hm : Mll 30 SU FR	f that is unsuccessful, it will be sen 36108630 hcbee@milesstockbridge.com, ipdock LES AND STOCKBRIDGE WEST PATRICK STREET IITE 600	t via US Mail.	
Fax Number: <i>Correspondence will</i> <i>using a fax number, i</i> Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4: ATTORNEY DOCKET I	be sent to th f provided; it 70: hm : MII 30 SU SU FR	f that is unsuccessful, it will be sen 36108630 hcbee@milesstockbridge.com, ipdock LES AND STOCKBRIDGE WEST PATRICK STREET JITE 600 REDERICK, MARYLAND 21701	t via US Mail.	
Fax Number: <i>Correspondence will using a fax number, i</i> Phone: Email: Correspondent Name Address Line 1: Address Line 2:	be sent to th f provided; it 70: hm : MII 30 SU SU FR	f that is unsuccessful, it will be sen 36108630 hcbee@milesstockbridge.com, ipdock LES AND STOCKBRIDGE WEST PATRICK STREET JITE 600 REDERICK, MARYLAND 21701	t via US Mail.	
Fax Number: Correspondence will using a fax number, i Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4: ATTORNEY DOCKET I NAME OF SUBMITTER	be sent to th f provided; it 70: hm : MII 30 SU SU FR	f that is unsuccessful, it will be sen 36108630 hcbee@milesstockbridge.com, ipdock LES AND STOCKBRIDGE WEST PATRICK STREET JITE 600 REDERICK, MARYLAND 21701 2901683-042000 HANNAH MCBEE	t via US Mail.	

PATENT DEAD OF ASSIGNMENT

This **PATENT DEAD OF ASSIGNMENT** (the "Agreement") is made on April 22, 2015 by and between:

between

BETWEEN: **Constellium France SAS,** a company incorporated under the laws of France, having its registered office at 40-44 rue Washington, 75008 Paris (France) and registered in the commercial register in France under the no. 672 014 081 RCS Paris

(hereinafter referred to as "Assignor")

AND: **Constellium Neuf-Brisach SAS,** a company incorporated under the laws of France, having its registered office at 40-44 rue Washington, 75008 Paris (France) and registered in the commercial register in France under the no. 807 641 360 RCS Paris

(hereinafter referred to as "Assignee")

PREAMBLE

WHEREAS, the Assignor is the owner of the American patents and/or patent applications that are set out in the attached concluding Annex (hereinafter commonly referred to as the "Patents").

WHEREAS, as the Patents are related to the businesses of the Assignee, the Assignor has agreed to assign all its rights, titles and interests in and to the Patents to the Assignee on and subject to the conditions of this Agreement.

NOW THEREFORE, for and in consideration of the agreements set forth below, Assignee and Assignor agree as follows:

1 Assignment

- 1.1 The Assignor hereby assigns to the Assignee:
 - **1.1.1** all of the Assignor's right, title and interest in:
 - (i) the Patents; and
 - (ii) all patents and applications for patents equivalent or corresponding to any of the foregoing or claiming priority or divided out from them,

with the intent that any patent granted pursuant to any application assigned under this assignment should be granted in the name of and vest absolutely in the Assignee; and



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- **1.1.2** all rights of action arising or accrued in relation to any of the above including, without limitation, the right to take proceedings and to seek and recover damages and seek other remedies for all past infringements.
- 1.2 The Assignee acknowledges this assignment of the Patents.

2 Further Assurance

- 2.1 Each Party shall, and shall use reasonable endeavours to procure that any necessary third party shall, from time to time, execute such documents and perform such acts and things as either party may reasonably require to transfer all the Assignor's rights, titles and interests in the Patents to the Assignee and to give each party the full benefit of this Assignment, in each case at the cost of the requesting party, including but not limited to registration of the Assignee as applicant for, or proprietor of, the Patents.
- **2.2** Without limitation to Clause 2.1, the Assignee at its cost shall be responsible for recording the assignment of the Patents at all relevant intellectual property registries as soon as practicable. The Assignor shall, at Assignee's cost, provide its co-operation to the Assignee for this purpose.
- 2.3 In so far as it is able to do so, Assignor shall provide any assistance that Assignee reasonably requests, at Assignee's costs, to assist the Assignee to defend and / or enforce the rights assigned pursuant to Clause 1 or in relation to any other proceedings which may be brought by or against the Assignee or by any third party relating to those rights.

3 No warranties

No warranties, indemnities, representations or undertakings, expressly or implied, are made hereunder by any Party, unless expressly stated herein. In particular, it is neither represented nor warranted that no claims will be made against another by third parties for infringement of their rights.

4 Whole agreement

This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof at the date of this Agreement and supersedes all prior written or oral agreements and understandings of the Parties.

5 Miscellaneous

- **5.1** No amendment, waiver or variation to this Agreement shall be binding and effective, unless it is in writing and signed by duly authorized representatives of both Parties.
- 5.2 The Annex "Patents" forms part of this Agreement.
- **5.3** No person other than the Parties hereto shall have any rights or benefits under this Agreement, and nothing in this Agreement is intended to confer on any person other than the Parties hereto any rights, benefits or remedies.

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- 5.4 Any provision in this Agreement prohibited by the applicable law or by court decree shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement, and this Agreement shall be construed as if such prohibited provision had never been contained herein. However, the Parties hereby agree to negotiate an equitable amendment of this Agreement if a material provision is adversely affected.
- **5.5** No failure of a Party to exercise, and no delay by it in exercising, any right, power or remedy in connection with this Assignment (each a "**Right**") will operate as a waiver thereof, nor will any single or partial exercise of any Right preclude any other or further exercise of such Right or the exercise of any other Right.

6 Counterparts

This Assignment may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Assignment by executing any such counterpart.

7. Governing Law

The Parties agree that this Agreement shall be governed, construed and interpreted in accordance with the laws of France.

The courts of France shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed of Assignment and the documents to be entered into pursuant to it and that, accordingly, any proceeding arising out of or in connection with this Deed of Assignment and the documents to be entered into pursuant to it shall be brought to such courts.

In witness whereof duly authorized representatives of the Parties hereto have signed duplicated copies this Agreement.

Constellium France SAS

Béatrice Charon (President)

Constellium Neuf-Brisach SAS

Béatrice Charon (Power of Authorization issued by the President)