

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SHELL OIL COMPANY	02/28/2001
RECEIVING PARTY DATA	
Name:	SHELL ELASTOMERS LLC
Street Address:	16400 PARK ROW
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77084
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6034042
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<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>	
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ATTORNEY DOCKET NUMBER:	TH0920
NAME OF SUBMITTER:	LESLIE STREETER
SIGNATURE:	/Leslie Streeter/
DATE SIGNED:	12/17/2015
Total Attachments: 5	
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APPENDIX 8
PART II (U.S.) PATENT ASSIGNMENT

This AGREEMENT, having an effective date of February 28, 2001 ("the Effective Date") is made by and between:

Shell Oil Company, a company incorporated under the laws of the State of Delaware and having its registered office at One Shell Plaza, 910 Louisiana Street, Houston, Texas 77002 (hereinafter referred to as "ASSIGNOR");

and

Shell Elastomers LLC, a company incorporated under the laws of the State of Delaware and having its registered office at One Rockefeller Plaza, 32nd Floor, New York, New York 10020 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR and ASSIGNEE have entered into the Intellectual Property Transfer and Licence Agreement having an effective date of February 28, 2001 ("the IPTLA").

WHEREAS, pursuant to the IPTLA, ASSIGNOR agreed to assign those United States ("U.S.") patents and/or patent applications which are set out in the attachment hereto with a heading of "Part II" ("the Part II Patents") to ASSIGNEE, and ASSIGNEE agreed to grant back to ASSIGNOR certain licenses under the Patents;

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign, effective as of the Effective Date, to ASSIGNEE:

- (1) All of ASSIGNOR's right, title and interest in and to the U.S. Part II Patents, subject to the grant back of licenses by ASSIGNEE to ASSIGNOR pursuant to a separate Patent License Agreement between ASSIGNOR and ASSIGNEE, also effective as of the Effective Date, which provide for:
 - (a) an irrevocable, transferable, fully paid-up, exclusive licence, subject to the rights of third parties, with all rights to grant sub-licences, to practise outside the Elastomers Field under the U.S. Part II Patents and to conduct research and development in support thereof, and
 - (b) irrevocable, fully paid-up, perpetual, non-exclusive licences in the Elastomers Field under the U.S. Part II Patents with the right to grant sub-licenses to:
 - (i) blend Products with epoxy resins and/or polyesters and use and sell such blends, and conduct research and development in support of such activities;
 - (ii) manufacture, use and sell refinery products including fuels, lubricants, bituminous compositions and chemical feedstocks, and conduct research and development in support thereof, and

- (iii) use and sell Products in connection with operations for the exploration for and production of oil, gas and other minerals, and conduct research and development in support thereof.

wherein the definitions of Products and Elastomers Field are set out in the attachment hereto with a heading of "Definitions";

- (2) The sole right to sue at law or in equity for any infringement, impairment or other unauthorized use or conduct in derogation of the U.S. Part II Patents in the Elastomers Field occurring after the Effective Date, including the right to receive all proceeds and damages therefrom; and
- (3) The right to obtain re-examinations, reissues, divisions and extensions in respect of the U.S. Part II Patents.

In the event ASSIGNEE assigns to a third party one or more of the U.S. Part II Patents:

- (1) ASSIGNOR agrees that its obligation in Clause 2.7 of the IPTLA to cooperate for a reasonable time after the Effective Date, at the expense and request of ASSIGNEE, and subject to the reasonable availability in ASSIGNOR of necessary expertise, in activities (not involving legal advice) undertaken by or for ASSIGNEE in connection with the filing, prosecution and/or maintenance of such U.S. Part II Patents, may be extended to such third party; and
- (2) ASSIGNEE agrees to impose on such third party an obligation to notify ASSIGNOR of any intention of such third party not to continue to prosecute or maintain any of the U.S. Part II Patents and, as set forth in Clause 2.13 of the IPTLA, at ASSIGNOR's request, to assign to ASSIGNOR (or its designee) the rights of such third party in such U.S. Part II Patents, provided that such third party shall have an irrevocable, fully paid-up, world-wide, non-exclusive licence, with the right to grant sub-licences, to make, have made, use, sell and distribute Products in the Elastomers Field under such U.S. Part II Patents.

The assignment of each of the patents listed in the Part II Patents shall be construed as separable and divisible from the assignment of every other patent. The unenforceability or invalidity of this Agreement with respect to any one of the patents shall not limit its enforceability or validity, in whole or in part, with respect to any other patent.

This Agreement shall inure to the benefit of ASSIGNEE, its successors, assignees and nominees.

This Agreement may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been duly signed by an duly authorised representative of each party and received by the other party.

AS WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate at the places and on the dates indicated below.

Signed at Houston, TX USA, this 28th day of February, 2001.
For SHELL OIL COMPANY

Alvin R. Froh
Attorney in fact

Signed at Houston, TX USA, this 28th day of February, 2001.
For SHELL ELASTOMERS LLC

Alvin R. Froh
Attorney in fact

DEFINITIONS

"Products" means

- (a) block copolymers having at least one styrene polymer block and at least one isoprene and/or butadiene polymer block (wherein any one of these blocks may be random or tapered blocks of styrene, isoprene and/or butadiene), having a total polystyrene content in the range of from 3% by weight to less than 90% by weight and a total number average molecular weight of at least 35,000 g/mol, or in the case of radial or star polymers an arm number average molecular weight of at least 20,000 g/mol, as determined by gel permeation chromatography using polystyrene calibration standards, which block copolymers have been prepared by anionic polymerisation.
- (b) hydrogenated block copolymers prepared by at least partly hydrogenating the isoprene and/or butadiene polymer block(s) of the block copolymers of (a).
- (c) functionalised hydrogenated block copolymers prepared by grafting at least 0.1% by weight of a dicarboxylic acid compound, or a derivative thereof, onto a hydrogenated block copolymer of (b) or an unhydrogenated block copolymer of (a).
- (d) non-thermoplastic polyisoprene rubber, prepared by anionic polymerisation of isoprene.
- (e) blends of copolymers of (a), (b), or (c) with up to 50% by weight of a plasticizer.
- (f) polymers of isoprene and/or butadiene, and optionally styrene, having a total number average molecular weight of less than 35,000 g/mol, or in the case of radial or star polymers an arm number average molecular weight of more than 1,000 g/mol and less than 20,000 g/mol, as determined by gel permeation chromatography using polystyrene calibration standards, which polymers have been prepared by anionic polymerisation.
- (g) hydrogenated polymers prepared by at least partly hydrogenating the butadiene and/or isoprene in the polymers of (f).
- (h) optionally hydrogenated polymers of (f) containing terminal functionality (including, but not limited to, hydroxy, carboxy, or amino groups or acrylated or glycidated derivatives thereof, fluorine, or ethylene oxide groups) and/or containing epoxy groups resulting from epoxidation of part or all of the olefinic unsaturation present in the polymers, or containing acid derivatives of such epoxy groups.
- (i) star (i) poly isoprene homopolymers and (ii) block copolymers with polyisoprene blocks and polybutadiene blocks, where (i) or (ii) may contain up to 10% by weight of polystyrene and have a total number average molecular weight of at least 20,000 g/mol, as determined by gel permeation chromatography using polystyrene calibration standards, which homo- and block copolymers have been prepared by anionic polymerisation, and which star homopolymers and block copolymers have been hydrogenated.
- (j) compounds of (a), (b), and/or (c) with polyolefins, polyphenylene oxide, polycarbonate, polybutylene terephthalate, polystyrene, or ethylene vinylacetate and non-polymeric components including tackifiers, fillers, and oil, wherein (a), (b) and (c) comprise at least 40% by weight of the total polymer in the compound and the Shore D hardness of the compound is no more than 60.
- (k) polyurethanes based on polyols falling within the definition of (h).
- (l) randomly polymerised styrene butadiene rubbers having a glass transition temperature of less than 0°C, wherein any homopolystyrene blocks have a molecular weight of less than 3,000 g/mol, which styrene butadiene rubbers are manufactured by anionic polymerisation.
- (m) block copolymers having at least one isoprene block and at least one butadiene block having a 1.2 vinyl content of less than 15%, or block copolymers having at least one butadiene block having a 1.2 vinyl content of less than 15% and a butadiene block having a 1.2 vinyl content of more than 25%, and a total number average molecular weight of at least 35,000 g/mol, or in the case of radial or star polymers an arm number average molecular weight of at least 20,000 g/mol, as determined by gel permeation chromatography using polystyrene calibration standards, which block copolymers have been prepared by anionic polymerisation and which block copolymers have been hydrogenated.
- (n) block copolymers having at least one polysiloxane block and at least one other block which may be a polystyrene block or a polyethylene block which block copolymers have been prepared by anionic polymerisation.
- (o) any polymer, polymer-containing compound or blend corresponding to (a) through (n), wherein the polymer has been prepared by anionic polymerisation from other conjugated diene monomers and/or other vinyl aromatic hydrocarbon monomers and/or containing other functional groups.
- (p) block copolymers having at least one conjugated diene block and optionally a vinyl aromatic hydrocarbon block and at least one block of another anionically polymerisable monomer such as acrylic monomers or ethylene which block copolymers have been prepared by anionic polymerisation.
- (q) block copolymers (a) through (p), wherein the polystyrene block has been hydrogenated.
- (r) latex made from (a), (b) or (d), and
- (s) poly isoprene as described in (d), but made with Ziegler-Natta catalysts.

"Elastomers Field" means the manufacture, use or sale of Products, including research and development in support thereof, provided, however, in respect of any and all Products, Elastomers Field excludes:

- (a) use and/or sale of (and research and development in support thereof for) Additives and intermediates ultimately intended for use in manufacturing Additives;
- (b) manufacture of (and research and development in support thereof for) Additives and intermediates ultimately intended for use in manufacturing Additives, for any purpose other than sale to designees of SIRM ("Shell Internationale Research Maatschappij B.V.") or SOC ("Shell Oil Company") or its designees;
- (c) preparation, use and sale of blends of any of Products, in a total amount up to 25 percent by weight basis the total blend, with linear CO/olefin polymers in which CO/olefin polymer monomer units originating from carbon monoxide alternate with olefinic monomer units originating from ethene and optionally one or more further linear aliphatic alpha-olefins of up to 20 carbon atoms, which CO/olefin polymers have a crystalline melting point of at least 150C and a limiting viscosity number of at least 0.6 dl/g, measured in m-cresol at 60C, and research and development in support of such preparation, use or sale of such blends;
- (d) use and/or sale of Products (and research and development in support thereof) as components of bituminous compositions other than compositions developed by the Elastomers Business based on specific Products or derivatives of Products, provided, however, that this exclusion (d) does not apply to the use and/or sale of Products (and research and development in support thereof) as components of any bituminous compositions containing disulphide compatibilizing agents; and
- (e) manufacture, use and/or sale of (and research and development in support thereof for) particles of styrene or alkyl-substituted styrene homopolymers and particles of copolymers containing at least 90 percent by weight styrene or alkyl-substituted styrene and up to 10 percent by weight of another vinyl monomer, which particles are prepared by adiabatic anionic polymerisation in an extruder with the aid of alkali metal initiators.

"Additives" means components and compositions intended for use in any one or more of the following applications:

- (a) formulating finished lubricants or lubricant additive packages of any kind;
- (b) formulating finished fuels or fuel additive packages of any kind;
- (c) formulating hydraulic fluids;
- (d) formulating power transmission fluids;
- (e) dewaxing lube oil; and
- (f) transporting crude oil.