

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3721599

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	INTERCOMPANY INTELLECTUAL PROPERTY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	INVISTA NORTH AMERICA S.A.R.L.	04/30/2004
RECEIVING PARTY DATA		
Name:	INVISTA TECHNOLOGIES S.A.R.L.	
Street Address:	ZWEIGNIEDERASSUNG ST. GALLEN	
Internal Address:	KREUZACKERSTRASSE 9	
City:	9000 ST. GALLEN	
State/Country:	SWITZERLAND	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14908659
CORRESPONDENCE DATA		
Fax Number:	(856)810-1454	
<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>		
Phone:	8568101515	
Email:	ssparkman@licataandtyrrell.com	
Correspondent Name:	KATHLEEN A. TYRRELL	
Address Line 1:	LICATA & TYRRELL P.C.	
Address Line 2:	66 E. MAIN ST.	
Address Line 4:	MARLTON, NEW JERSEY 08053	
ATTORNEY DOCKET NUMBER:	INV0034US.NP	
NAME OF SUBMITTER:	KATHLEEN A. TYRRELL	
SIGNATURE:	/Kathleen A. Tyrrell/	
DATE SIGNED:	02/02/2016	
Total Attachments: 7		
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**INVISTA TECHNOLOGIES AND INVISTA NORTH AMERICA
INTERCOMPANY INTELLECTUAL PROPERTY AGREEMENT**

THIS INVISTA TECHNOLOGIES AND INVISTA NORTH AMERICA INTERCOMPANY INTELLECTUAL PROPERTY AGREEMENT ("Agreement") is made effective as of April 30, 2004 ("**Effective Date**") by and between INVISTA Technologies S.à r.l., a société à responsabilité limitée of the Grand Duchy of Luxembourg ("**Technologies**"), and INVISTA North America S.à r.l., a société à responsabilité limitée of the Grand Duchy of Luxembourg ("**North America**") (North America and Technologies are at times referred to herein individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS, North America owns and may own certain rights in and to certain Intellectual Property (as defined below) and expects to acquire additional rights in and to existing or future Intellectual Property (collectively, "**NA IP**");

WHEREAS, Technologies owns and may own certain rights in and to certain Intellectual Property and expects to acquire additional rights in and to existing or future Intellectual Property (collectively, "**Technologies IP**");

WHEREAS, North America desires to assign and license to Technologies, and Technologies desires to receive and license from North America, certain rights relating to such NA IP, as further described herein;

WHEREAS, Technologies desires to assign and license to North America, and North America desires to receive and license from Technologies, certain rights relating to such Technologies IP, as further described herein;

NOW, THEREFORE, in consideration of the mutual understandings and obligations herein set forth, the value and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 DEFINITIONS

1.1 "**Foreign**" shall mean all countries of the world other than the United States.

1.2 "**Foreign Exploitation Rights**" shall mean the right to use, including the right to sublicense the use of, specified Intellectual Property in connection with the business of an entity carried on outside of the United States.

1.3 "**Foreign Registered Copyrights**" shall mean all Copyrights that are registered with, or applications for Copyrights pending with, the copyright office of any country other than the United States.

1.4 "**Foreign Registered IP**" shall mean all Foreign Registered Patents, Foreign Registered Trademarks, and Foreign Registered Copyrights.

1.5 **"Foreign Registered Patents"** shall mean all Patents issued by, or applications for Patents pending with, the patent office of any country other than the United States.

1.6 **"Foreign Registered Trademarks"** shall mean all Trademarks that are registered with, or applications for Trademarks pending with, the trademark office of a country other than the United States.

1.7 **"Intellectual Property"** shall mean all trademarks, service marks, certification marks, trade dress, Internet domain names, trade names, identifying symbols, designs, product names, company names, slogans, logos or insignia, whether registered or unregistered, and all common law rights, applications and registrations therefor, and all goodwill associated therewith ("Trademarks"); all copyrights and copyrightable subject matter, mask works, and other rights of authorship, and all applications and registrations therefor ("Copyrights"); all U.S. and Foreign patents, patent applications, patent disclosures, invention disclosures and other rights of invention worldwide (and all rights related thereto, including all reissues, reexaminations, divisions, continuations, continuations-in-part, extensions or renewals of any of the foregoing) ("Patents"); all DuPont Engineering and Process Standards (as defined in the PTIA); all know-how, inventions, discoveries, improvements, processes, techniques, devices, methods, patterns, formulae, specifications, trade secrets and lists of suppliers, vendors, customers, distributors and business partners; all data; all rights in design; all rights to use all of the foregoing and all other rights in, to, and under the foregoing; all drawings, records, books, electronic embodiments or other indicia, however evidenced, of the foregoing; all proprietary or confidential information related to any item set forth in this definition of Intellectual Property; all Technical Information (as that term is defined in the PTIA); and any other proprietary, intellectual property and other rights relating to any of the items set forth in this definition of Intellectual Property anywhere in the world.

1.8 **"IP Convention"** shall mean any international treaty, convention, or similar agreement among nations governing the registration of Intellectual Property and/or recognizing the international application for Intellectual Property rights and registrations by and among signatories to such agreement, including, but not limited to, the Patent Cooperation Treaty, Council Regulation (EC) No. 6/2002 on Community Design, Council Regulation (EC) No. 40/1994 on Community Trade Marks, and the Convention of Paris for the Protection of Industrial Property of March 20, 1883; and any law in any jurisdiction that grants rights based on the registration of Intellectual Property with, and/or the application for Intellectual Property rights and registrations in, any other jurisdiction.

1.9 **"PTIA"** shall mean that certain Patent and Technical Information Agreement, dated April 30, 2004 by and between E. I. Du Pont de Nemours and Company, a Delaware corporation ("**DuPont**"), INVISTA Inc., a Delaware corporation, North America, and Technologies.

1.10 **"U.S. Registered Copyrights"** shall mean all Copyrights that are registered with, or applications for Copyrights pending with, the United States Copyright Office.

1.11 **"U.S. Registered IP"** shall mean all U.S. Registered Patents, U.S. Registered Trademarks, and U.S. Registered Copyrights.

1.12 **"U.S. Registered Patents"** shall mean all Patents, or applications for Patents issued by or pending with, the United States Patent and Trademark Office.

1.13 **"U.S. Registered Trademarks"** shall mean all Trademarks that are registered with, or applications for Trademarks pending with, the United States Patent and Trademark Office.

1.14 **"U.S. Exploitation Rights"** shall mean the right to use, including the right to sublicense the use of, specified Intellectual Property in connection with the business of an entity carried on in the United States.

1.15 **"United States"** shall mean the United States of America, its territories and possessions.

1.16 **"Unregistered IP"** shall mean all Intellectual Property other than U.S. Registered IP and Foreign Registered IP.

2 RIGHTS GRANTED TO TECHNOLOGIES.

2.1 Assignment of Foreign Registered IP. With respect to any Foreign Registered IP owned by North America, North America hereby assigns to Technologies, and Technologies hereby accepts such assignment, all of North America's right, title, and interest throughout the world in and to such Foreign Registered IP. Any Foreign Registered IP assigned to Technologies pursuant to this Section 2.1 shall be subject to the license granted to North America pursuant to Article 3 hereof, automatically and without need for additional documentation or agreement of the Parties.

2.2 License of Foreign Exploitation Rights.

2.2.1 Subject to the terms of this Agreement, North America hereby grants to Technologies an exclusive, perpetual, limited license of Foreign Exploitation Rights in and to all Intellectual Property currently or hereafter owned, controlled or licensed by North America, other than the Foreign Registered IP assigned pursuant to Section 2.1.

2.2.2 To the extent any Intellectual Property licensed pursuant to Section 2.2.1 is licensed by North America from third parties, the license granted hereunder shall be limited by the extent to which such rights are sublicenseable by North America.

2.2.3 To the extent any Intellectual Property licensed pursuant to Section 2.2.1 is subject to licenses granted by North America to third parties or restrictions on use agreed to by North America, including, but not limited to, those licenses granted and restrictions agreed to pursuant to the PTIA, the rights granted hereunder shall be subject to all such licenses and restrictions.

2.3 Foreign Registration Rights.

2.3.1 With respect to any patentable invention, Trademark or Copyright owned by North America and licensed to Technologies pursuant to Section 2.2 hereof (whether

or not an application for registration has been filed or granted in the United States), North America hereby assigns to Technologies, and Technologies hereby accepts such assignment, the right to apply for, prosecute and maintain registrations in the name of Technologies for such Patent, Trademark and Copyright in any jurisdiction outside of the United States.

(a) Upon application for and issuance of any Intellectual Property registration pursuant to Technologies' exercise of its rights under this Section 2.2, such Foreign Registered Patent, Foreign Registered Trademark, or Foreign Registered Copyright shall be subject to the license granted to North America pursuant to Section 3.2 below, automatically and without need for additional documentation or agreement of the Parties.

(b) Any such registration shall not affect or expand Technologies' rights to use such Intellectual Property beyond the scope of the license granted pursuant to Section 2.1 hereof.

2.3.2 The decision to seek registration of any Intellectual Property subject to this Section 2.2 shall be in Technologies' sole discretion and at Technologies' expense and nothing herein shall be deemed to require Technologies to apply for, prosecute, or maintain any such registrations. Should Technologies elect to pursue any such registration, North America shall cooperate with Technologies, in good faith and at Technologies' expense, with any such efforts.

2.4 IP Conventions. To the extent that any IP Convention makes it necessary or desirable for applications for registration of Intellectual Property within and outside of the United States to be filed in the name of a common owner in order to realize the benefits of such IP Convention, the Parties shall cooperate in good faith to determine which Party should be the owner of record for purposes of such applications.

2.4.1 If the Parties should determine that North America is to be the owner of record for such applications, North America shall file and prosecute such applications in such Foreign jurisdictions as are requested by Technologies as if such applications were made for North America's own account. All such applications, and any registrations issuing in connection therewith shall be deemed to be held in trust for Technologies until such time as the Parties determine that it is practical to transfer such registrations to Technologies and effect such transfer. All fees and costs associated with the filing and prosecution or maintenance of such applications and registrations shall be the sole responsibility of Technologies and North America shall invoice Technologies for any such costs and expenses advanced on Technologies' behalf.

2.4.2 If the Parties should determine that Technologies is to be the owner of record for such applications, Technologies shall file and prosecute such applications in the United States as are requested by North America as if such applications were made for Technologies' own account. All such applications, and any registrations issuing in connection therewith shall be deemed to be held in trust for North America until such time as the Parties determine that it is practical to transfer such registrations to North

America and effect such transfer. All fees and costs associated with the filing and prosecution or maintenance of such applications and registrations shall be the sole responsibility of North America and Technologies shall invoice North America for any such costs and expenses advanced on North America's behalf.

2.5 Future Acquired Intellectual Property. The grants of rights set forth in this Article 2 shall apply with equal force to any Intellectual Property developed or acquired by North America subsequent to the Effective Date and shall be effective immediately upon such creation or acquisition.

2.6 Consideration. The assignment of Patents, Trademarks and Copyrights and the license of Foreign Exploitation Rights by North America to Technologies pursuant to this Section 2 shall be in consideration of the assignment of Unregistered IP and U.S. Registered IP, and the license of U.S. Exploitation Rights by Technologies to North America pursuant to Section 3.

3 RIGHTS GRANTED TO NORTH AMERICA

3.1 Assignment of U.S. Registered IP. With respect to any U.S. Registered IP owned by Technologies, Technologies hereby assigns to North America, and North America hereby accepts such assignment, all of Technologies' right, title, and interest throughout the world in and to such Registered U.S. IP. Any Registered U.S. IP assigned to North America pursuant to this Section 3.1 shall be subject to the license granted to Technologies pursuant to Article 2 hereof, automatically and without need for additional documentation or agreement of the Parties.

3.2 Assignment of Intellectual Property. With respect to any Unregistered IP owned by Technologies, Technologies hereby assigns to North America, and North America hereby accepts such assignment, all of Technologies' right, title, and interest throughout the world in and to such Unregistered IP. Any Unregistered IP assigned to North America pursuant to this Section 3.1 shall be subject to the license granted to Technologies pursuant to Article 2 hereof, automatically and without need for additional documentation or agreement of the Parties.

3.3 License of U.S. Exploitation Rights.

3.3.1 Technologies hereby grants to North America an exclusive, perpetual, limited license of U.S. Exploitation Rights in and to all Foreign Registered IP currently or hereafter owned, controlled or licensed by Technologies, subject to the terms of this Agreement.

3.3.2 To the extent any Foreign Registered IP licensed pursuant to Section 3.3.1 is licensed by Technologies from third parties, the license granted hereunder shall be limited by the extent to which such rights are sublicenseable by Technologies.

3.3.3 To the extent any Foreign Registered IP licensed pursuant to Section 3.3.1 is subject to licenses granted by Technologies to third parties or restrictions on use agreed to by Technologies, including, but not limited to, those licenses granted and restrictions agreed to pursuant to the PTIA, the rights granted hereunder shall be subject to all such licenses and restrictions.

3.4 Future Acquired Intellectual Property. The grants of rights set forth in this Article 3 shall apply with equal force to any Intellectual Property developed or acquired by Technologies subsequent to the Effective Date and shall be effective immediately upon such creation or acquisition.

3.5 Consideration. The assignment of Unregistered IP and U.S. Registered IP, and the license of U.S. Exploitation Rights by Technologies to North America under this Section 3 shall be in consideration of the assignment of Patents, Trademarks and Copyrights and the license of Foreign Exploitation Rights by North America to Technologies under Section 2.

4 DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL LICENSES AND ASSIGNMENTS GRANTED PURSUANT TO THIS AGREEMENT ARE GRANTED ON AN "AS IS" BASIS AND WITH ALL FAULTS. THE PARTIES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES, DUTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPATIBILITY, ACCURACY, RESULTS, CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, OR CORRESPONDENCE TO DESCRIPTION. THE PARTIES MAKE NO REPRESENTATION OR WARRANTY AS TO THE SCOPE, VALIDITY OR ENFORCEABILITY OF ANY REGISTERED IP OR UNREGISTERED IP, OR THAT THE LICENSES AND ASSIGNMENTS EXECUTED PURSUANT TO THIS AGREEMENT WILL NOT RESULT IN THE INFRINGEMENT OF ANY UNITED STATES OR FOREIGN INTELLECTUAL PROPERTY RIGHT. THE ENTIRE RISK AS TO THE QUALITY OF THE RIGHTS GRANTED PURSUANT TO THIS AGREEMENT REMAINS WITH THE GRANTEE.

5 MISCELLANEOUS

5.1 This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either Party upon not less than one year's prior written notice of termination. Any sublicenses granted by a Party prior to such termination shall survive termination in accordance with the terms of such sublicense.

5.2 Each Party agrees that nothing in this Agreement shall be deemed to create or constitute a partnership, joint venture, agency or similar relationship between the Parties.

5.3 Each Party agrees to abide by all laws and regulations applicable to the availability and use of Intellectual Property or the exercise of the rights granted hereunder.

5.4 The validity, performance, construction and effect of this Agreement shall be governed by the law of Delaware, provided that any issues related to registrations of Intellectual Property granted by any jurisdiction shall be governed by the law of that jurisdiction.

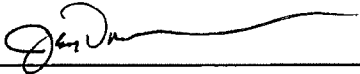
5.5 This Agreement constitutes the entire agreement between the Parties in respect of the subject matter hereof. Any amendment or supplementation of the Agreement shall have no force or effect unless made in writing and signed by authorized representatives of the Parties.

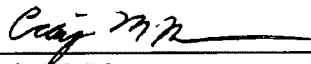
5.6 This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns but shall not otherwise be assigned or transferred by either Party without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

INVISTA Technologies S.à r.l.

INVISTA North America S.à r.l.

By: 
Name: Jay L. Voncannon
Title: Manager

By: 
Name: Craig M. Munson
Title: Manager