

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3766571

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	HENKEL AG & CO. KGAA	11/21/2013
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	HENKEL IP & HOLDING GMBH	
<b>Street Address:</b>	HENKELSTRASSE 67	
<b>City:</b>	DUESSELDORF	
<b>State/Country:</b>	GERMANY	
<b>Postal Code:</b>	40589	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	14333921
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>	(860) 571-2479	
<b>Email:</b>	evelyn.gartrell@henkel.com	
<b>Correspondent Name:</b>	HENKEL CORPORATION	
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<b>Address Line 4:</b>	ROCKY HILL, CONNECTICUT 06067	
<b>ATTORNEY DOCKET NUMBER:</b>	PT027917/PCT/US	
<b>NAME OF SUBMITTER:</b>	STEVEN C. BAUMAN	
<b>SIGNATURE:</b>	/Steven C. Bauman/	
<b>DATE SIGNED:</b>	03/03/2016	
<b>Total Attachments: 12</b>		
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**IP ASSIGNMENT**

between

**Henkel AG & Co. KGaA**

and

**Dritte Henkel Verwaltungs-GmbH  
(Henkel IP & Holding GmbH)**

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## IP ASSIGNMENT

("Agreement")

between

**Henkel AG & Co. KGaA**, a company duly organized and existing under the laws of Germany, having its principal place of business at Henkelstraße 67, 40589 Düsseldorf, Germany

- hereinafter referred to as "**Henkel AG & Co. KGaA**" or "**Assignor**" –

and

**Dritte Henkel Verwaltungs-GmbH**, in future Henkel IP & Holding GmbH, a company duly organized and existing under the laws of Germany, having its principal place of business Henkelstraße 67, 40589 Düsseldorf, Germany

- hereinafter referred to as "**Henkel IP GmbH**" or "**Assignee**"-

### Preamble

Henkel AG & Co. KGaA, and Henkel US IP LLC, a Delaware limited liability company, having its place of business at One Henkel Way, Rocky Hill, CT 06067, USA ("**HUS IP LLC**") are/will become shareholders of Henkel IP GmbH. In order to fulfill their respective contribution obligations as provided for in the notarial deed-no.: H\_\_\_/2013, of the public notary Dr. Armin Hauschild, Düsseldorf, dated November 21, 2013, on the share capital increase in kind in Henkel IP GmbH each

entity undertook to transfer and assign by a separate IP transfer agreement to Henkel IP GmbH certain Intellectual Property and IP Rights related to Adhesive and Sealant Technology.

This Agreement covers the Intellectual Property and IP Rights to be assigned from Henkel AG & Co. KGaA to Henkel IP GmbH. By this Agreement any and all registered and unregistered Intellectual Property and IP Rights related to the Adhesive and Sealant Technology of Henkel Ireland Ltd. and its predecessor company, Loctite Ireland Ltd. (hereinafter collectively referred to as "HIL"), shall be assigned to Henkel IP GmbH. Due to the merger of HIL into Henkel AG & Co. KGaA, the respective Intellectual Property and IP Rights are currently owned by Henkel AG & Co. KGaA as its legal successor.

In addition to the assignment of the respective Intellectual Property and IP Rights formerly owned by HIL, this Agreement shall also cover any and all Intellectual Property and IP Rights acquired by Henkel AG & Co. KGaA under the CSA 2009 including the Intellectual Property developed by Henkel Ireland Operations and Research Ltd. under the Research and Development Service Agreement 2012.

## § 1

### Definitions

**"Adhesive and Sealant Technology"** shall cover all technology owned or used by Henkel's Adhesives Technologies business unit, including the technology related to the following eight technology clusters: (1) Acrylates, (2) Aqueous Dispersions, (3) Hotmelts, (4) Polyurethanes, (5) Silicones & Sealants, (6) Surface Treatments & Lubricants, (7) Thermosets and (8) other adhesive and sealant related technology.

**"Adhesive IP"** shall cover solely (i) all Intellectual Property and IP Rights related to Adhesive and Sealant Technology which were formerly owned by HIL and acquired by Henkel AG & Co. KGaA through the Merger, including but not limited to the Intellectual Property and IP Rights developed and acquired by HIL under the

CSA 1992 and the CSA 2009, particularly the Intellectual Property and IP Rights as well as all other adhesive and sealant related Intellectual Property developed by HIL before the effectiveness of the CSA 1992 or independently from the CSA 1992 and CSA 2009 and (ii) all Intellectual Property and IP Rights related to Adhesive and Sealant Technology acquired and developed by Henkel AG & Co. KGaA under the CSA 2009 until December 31, 2013, including the Intellectual Property developed by Henkel Ireland Operations and Research Ltd. under the Research and Development Service Agreement 2012. For the avoidance of doubt Intellectual Property and IP Rights related to Adhesive and Sealant Technology which was developed, acquired and/or owned by Henkel AG & Co. KGaA independently from the Merger, the CSA 2009 and the Research and Development Service Agreement 2012 shall not fall under this definition of Adhesive IP.

**"CSA 1992"** shall mean the Cost Sharing Agreement concluded between Loctite (Ireland) Ltd and Loctite Corporation, later merged into Henkel Corporation, effective from January 1, 1992 and attached as Exhibit 1.

**"CSA 2009"** shall mean the "Amended and Restated Agreement for Sharing Research and Development Costs" concluded between HIL and Henkel Corporation, effective from January 5, 2009 and attached as Exhibit 2. Between November 1, 2012 and the Merger the development and cost sharing obligations of HIL under the CSA 2009 were effectively performed by Henkel AG & Co. KGaA., by means of the Research and Development Service Agreement 2012.

**"Effective Date"** of the transfer and assignment of the Adhesive IP to be shall be December 31, 2013, 22:00 (CET).

**"Henkel Corporation"** a company organized and existent under the laws of Delaware, USA with its principal place of business at One Henkel Way, Rocky Hill, CT 06067, USA.

**"Henkel Ireland Ltd."** a company formerly organized and existent under the laws of Ireland with registered offices at 70 Sir John Rogerson's Quay Dublin 2, Ireland and having a place of business at Alfred-Nobel-Strasse 10, 40789 Monheim, Germany.

**"Merger"** shall mean the merger of HIL into Henkel AG & Co. KGaA, effective on November 15, 2013.

**"IP Rights"** shall mean intellectual property rights and covers any and all rights related to Intellectual Property, including but not limited to licenses or other similar rights or claims.

**"Intellectual Property"** shall mean all patents, including Patents, utility patents, registered designs, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, copyrights, unregistered designs and any other similar rights situated in any country in the world, including Know-How, but excluding trademarks, trade names, business designations and other name related rights.

**"Know-How"** shall mean any know-how, inventions, confidential information, trade and business secrets, ideas, work, technology (including technology in development), innovations, creations, concepts, development drawings, research, analysis, experiments, data, formulas, enhancements, updates, methods, procedures, processes, process technology, specifications, systems, techniques, recipes, manufacturing requirements, flow charts, quality control standards and other information for which no registration, record or right as patent, copyright, industrial design or similar proprietary right has been obtained or applied.

**"Loctite Corporation"** means one of the predecessor companies of Henkel Corporation, formally organized and existent under the laws of Delaware, USA with its principal place of business at Hartford Square North, Ten Columbus Boulevard, 06106-5108 Hartford, Connecticut, USA which merged into Henkel Corporation.

**"Loctite Ireland Ltd."** means the predecessor company of Henkel Ireland Ltd.

**"Patents"**, means those patent properties set forth in Exhibit 3.

**"Research and Development Service Agreement 2012"** shall mean the Research and Development Service Agreement concluded between Henkel AG & Co. KGaA and Henkel Ireland Operations and Research Ltd. on December 12/14, 2012, attached as Exhibit 4.

## § 2

### Assignment of IP Rights

2.1 With effect to the Effective Date Assignor assigns to the Assignee any and all Adhesive IP (hereinafter "**Assigned IP Rights**"), including but not limited to

- (i) patents, including but not limited to the Patents set forth in Exhibit 3, which shall include all patent properties and any reissues, reexamination confirmations, divisions, continuations, extensions, corrections and renewals issuing therefrom, and the right of priority as appropriate thereto under the terms of the International Convention for the Protection of Industrial Property;
- (ii) Know-How;
- (iii) all other Intellectual Property;
- (iv) any claims vis-à-vis third parties arising from the use, exploitation or violation of the Assigned IP Rights, in particular any compensation claims, claims for injunction, claims for destruction, claims for information, claims on account of unjust enrichment in case of violation of Assigned IP Rights as well as any claims derived from a transfer of use to third parties; and
- (v) any current or future claims vis-à-vis third parties which the Assignor may have in relation to the licensing of the Assigned IP Rights, including in particular any current and future claims of the Assignor for license fees or claims for indemnity.

2.2 If and to the extent that some of the Assigned IP Rights are only partly held by Assignor, the assignment under this Section 2 shall only extend to the respective share of the Assigned IP Rights held by the Assignor.

2.3 Assignee hereby accepts such assignment.



- 2.4 As of the Effective Date, Assignee will be responsible for the costs related to the maintenance, prosecution, defense and all other future costs of the Assigned IP Rights.
- 2.5 In the event that it is found that Exhibit 3 hereto contains inadvertent errors of omission or inclusion, Assignor and Assignee agree that it may be amended by mutual agreement, the Parties acting in good faith, by the addition or deletion of patents.

### **§ 3**

#### **Registration of Assigned IP Rights**

- 3.1 Assignee is entitled to apply for the recordal of the change of ownership and/or the registration of the assignment of the Assigned IP Rights hereunder in its own name with the relevant patent office or any other authorities where the Assigned IP Rights are registered or where the respective applications are pending.
- 3.2 Assignor shall provide Assignee with such assistance as Assignee may require, including but not limited to executing all such documents, forms and authorizations as may be required and in the form required by Assignee, to enable Assignee to record the change of ownership and/or to register the assignment of the Assigned IP Rights.
- 3.3 Assignor shall provide the Assignee with such assistance as Assignee may reasonably require, including but not limited to executing all such documents, forms and authorizations as may be required, to enable Assignee to prosecute and maintain the Assigned IP Rights during the period when the assignment and transfer of the Assigned IP Rights to Assignee pursuant to Section 2 is being registered at the relevant patent offices.
- 3.4 Any fees incurred in the registration of the assignment or the recordal of change of ownership will be borne by Assignee.

## **§ 4**

### **Documentation, Provision of Information**

- 4.1 As of the Effective Date, Assignee shall be granted physical possession and/or legal possession and/or unrestricted access to the Assigned IP Rights.
- 4.2 Assignee will be granted access to the information systems "Patent Decision Database" and "Stage Gate" and Assignor will upon request provide to Assignee all information regarding the Assigned IP Rights stored in Assignor's further information systems such as, by way of example and without limitation, "Memotech" in an appropriate form. In addition, Assignor will within the limits of the prevailing laws procure that its respective employees will upon request provide Assignee with all existing relevant information in their possession regarding the Assigned IP Rights (such as by way of example and without limitation formulae, process instructions, further documentation and know-how) in an appropriate form.
- 4.3 To the extent it is requested by Assignee, Assignor shall provide Assignee with all files in its possession, custody or control regarding the Assigned IP Rights and hereby assigns to Assignee title (legal ownership) to all files relating to the Assigned IP Rights including, but not limited to all original filing documents regarding registered Intellectual Property, all documents containing or embodying unregistered Intellectual Property, including particularly Know-How, and any other original documents issued by a relevant patent office or any other competent authority referring to the content, scope, protection and transfer of the Assigned IP Rights. As of the Effective Date, title (legal ownership) to the current documents referring to the Assigned IP Rights is hereby assigned to Assignee, title (legal ownership) to all documents to be received or drafted after the Effective Date shall be assigned to Assignee upon receipt thereof by Assignor, or upon drafting of such documents.
- 4.4 As of the Effective Date and during the period when the assignment is being registered at the relevant patent offices, Assignor will instruct their

patent agents and foreign correspondents retained by Assignor in connection with the prosecution and/ or maintenance of the Assigned IP Rights that all records and correspondence with the patent offices, Assignor or any patent agent and foreign correspondents relating to the Assigned IP Rights are to be held in custody of Assignee and Assignee shall direct the actions to be taken on all such Assigned IP Rights.

- 4.5 To the extent that Assignor is aware that any of the Assigned IP Rights is the subject of a dispute or is being contested, used in an unauthorized way, impaired or otherwise endangered or compromised due to third party activity, Assignor shall so notify Assignee in an appropriate form in due course. Assignor furthermore undertakes to inform Assignee of any notification and any correspondence with the relevant patent office or any other registration authorities. Assignor shall deliver copies of such notifications or correspondence in its possession to Assignee on request by Assignee.

## **§ 5**

### **Representations and Warranties**

Assignor represents and warrants that it has no present knowledge from which it can be inferred that (i) any of the Assigned IP Rights are invalid, (ii) Assignor is not entitled to assign to Assignee the Assigned IP Rights, (iii) the exercise of the Assigned IP Rights infringes rights of third parties, or (iv) the Assigned IP Rights are subject to any lien, security interest, encumbrance or pledge.

## **§ 6**

### **Rights of Use and Prohibition of Use**

- 6.1 As of the Effective Date, as between Assignor and Assignee, Assignee shall be fully entitled to exploit and use the Assigned IP Rights (including particularly Know-How), without restriction. As of the Effective Date any and all rights of beneficial use regarding the Assigned IP Rights as well the

entitlement to any and all economic benefits existing or arising in connection with the Assigned IP Rights shall vest in Assignee.

- 6.2 As of the Effective Date, as between Assignor and Assignee, Assignor shall be prohibited from using the Assigned IP Rights (including particularly Know-How) without limitation. Any and all rights of Assignor regarding the use of the Assigned IP Rights (including particularly Know-How) use shall cease to exist. Any and all Know-How assigned and transferred by Assignor to Assignee shall be kept strictly confidential by Assignor.

## **§ 7**

### **Miscellaneous**

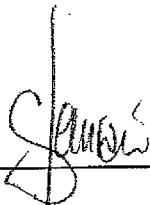
- 7.1 Should any provision of this Agreement be or become wholly or in part invalid or unenforceable, the remaining parts of this Assignment shall not be affected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision which approximates as closely as possible to the economic purpose of the invalid or unenforceable provision.
- 7.2 Any amendments to this Agreement (including this subsection) shall be invalid, unless they are made in writing.
- 7.3 All costs and expenses arising from this Agreement or from amendments thereof and any costs arising from the enforcement or preservation of the Assignee's rights hereunder shall be borne by the Assignee.
- 7.4 This Agreement, and any disputes arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the laws of Germany. The UN Convention on Contracts for the International Sale of Goods ("CISG") shall be excluded. Exclusive place of jurisdiction shall be Düsseldorf.
- 7.5 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No modification, amendments or

supplements to this Agreement shall be effective for any purpose unless in writing and signed by each party.

**Henkel AG & Co. KGaA**

**Dritte Henkel Verwaltungs-GmbH, in  
future Henkel IP & Holding GmbH**

By: \_\_\_\_\_

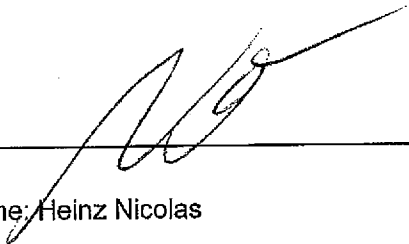


Name: Dr. Markus Lothar Heinrich  
Semrau

Title: Authorized signatory (*Prokurist*)

Date: November 21, 2013

By: \_\_\_\_\_

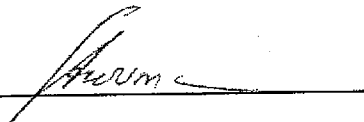


Name: Heinz Nicolas

Title: Managing Director

Date: November 21, 2013

By: \_\_\_\_\_



Name: Dr. Birgit Stevermann

Title: Authorized signatory (*Prokurist*)

Date: November 21, 2013

Henkel AG & Co. KGaA / IP Assignment  
Execution Copy  
Status: 11/20/2013

**List of Exhibits:**

**Exhibit 1**

Cost Sharing Agreement between Loctite (Ireland) Ltd and Loctite Corporation

**Exhibit 2**

Amended and Restated Agreement for Sharing Research and Development Costs  
between Henkel Ireland Ltd and Henkel Corporation

**Exhibit 3**

List of Patents

**Exhibit 4**

Research and Development Service Agreement 2012 between Henkel AG & Co.  
KGaA and Henkel Ireland Operations and Research Ltd.