

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3811804

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BAYER INTELLECTUAL PROPERTY GMBH	05/28/2014
RECEIVING PARTY DATA	
Name:	PARKER-HANNIFIN CORPORATION
Street Address:	6035 PARKLAND BOULEVARD
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44124
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14002166
CORRESPONDENCE DATA	
Fax Number:	(412)355-6501
<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:	(412) 355-6323
Email:	piuspatents@klgates.com
Correspondent Name:	K&L GATES LLP - WILLIAM E. KUSS
Address Line 1:	210 SIXTH AVENUE
Address Line 2:	K&L GATES CENTER
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15222-2613
ATTORNEY DOCKET NUMBER:	140358/PAT-A24-146-US-PSP
NAME OF SUBMITTER:	WILLIAM E. KUSS
SIGNATURE:	/William E. Kuss/
DATE SIGNED:	04/01/2016
Total Attachments: 15	
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BIP Patent Assignment Agreement

Between

1. **Bayer Intellectual Property GmbH**, a corporation organized under the laws of Germany, having its registered office at Alfred-Nobel-Str. 10, 40789 Monheim am Rhein, Germany

(hereinafter referred to as "BIP")

and

2. **Parker-Hannifin**, a corporation incorporated under the laws of Ohio, United States, having its registered office at 6035 Parkland Blvd., Cleveland, OH 44124, United States

(hereinafter referred to as "Parker-Hannifin").

BIP and Parker-Hannifin are hereinafter referred to as the "Parties", each a "Party".

WHEREAS:

- (A) BIP and Bayer Material Science AG ("BMS") on the one hand and Parker-Hannifin on the other hand have concluded a stock and asset purchase agreement regarding the sale and purchase of BMS' Industrial Electroactive Polymers Development Activities as of May 28, 2014 (the "**Stock and Asset Purchase Agreement**"). In the Stock and Asset Purchase Agreement, BMS and BIP have undertaken to transfer the Patents as defined in the Stock and Asset Purchase Agreement.
- (B) As part of the fulfillment of the Stock and Asset Purchase Agreement, the Parties wish to consummate the *in rem* transfer (*dingliche Übertragung*) to Parker-Hannifin of the Patents listed in **Schedule I** of this Patent Assignment Agreement; for the avoidance of doubt, the Patents shall include all worldwide divisionals, continuations, continuations-in-part, reexamination certificates, corrections, extensions, renewals, reissues and patents that are equivalents and claim the same priority date as the patents and patent applications listed in **Schedule 1**.

- (C) Any capitalized undefined terms used in this Patent Assignment Agreement shall have the meaning given to such terms in the Stock and Asset Purchase Agreement.

Now therefore, pursuant to the terms and conditions of the Stock and Asset Purchase Agreement, the Parties agree as follows:

1. BIP hereby conveys, delivers, assigns and transfers to Parker-Hannifin or its nominated representative any and all right, including priority rights, title and interest in and to the Patents. The transfer includes the right to sue for and to recover damages and other remedies in respect of any causes of action whether in law or in equity (including, without limitation, infringement of or acts of passing off in respect of the Patents which may have occurred before the date of this Patent Assignment Agreement), the right to use and enjoyment (including, without limitation, the right to all income, royalties and payments due or payable with respect to the Patents) and any other rights and all the goodwill attached to the Patents.
2. Parker-Hannifin shall be responsible for the preparation of all documents necessary for the recordation of the assignment of the Patents. All costs shall be borne by Parker-Hannifin. BIP shall on Parker-Hannifin's request and expense do and execute or arrange for the doing and executing of all acts, deeds and documents reasonably necessary for the recordation of the assignment of the Patents. Without limiting the foregoing, BIP and Parker-Hannifin shall act in good faith and on a reasonably timely basis in respect of the recordation of the assignment of the Patents.
3. Parker-Hannifin will assume all costs and expenses related to enforcing and maintaining the Patents from and after the Closing Date of the Stock and Asset Purchase Agreement. To this end, Parker-Hannifin has carefully reviewed Schedule 5.8 of the Stock and Asset Purchase Agreement to verify the payment obligations in relation to the Patents and all other obligations in the prosecution and maintenance of the Patents set out therein.
4. If, in exceptional cases, after the Closing Date of the Stock and Asset Purchase Agreement BIP in good faith has to take actions in order to keep a Patent pending before Parker-Hannifin has resumed responsibility for that Patent Parker-Hannifin will fully reimburse BIP for the out-of-pocket costs incurred in connection with the action taken. BIP shall only be liable for wilful misconduct and/or gross negligence in connection with any such action taken and only to the extent as set out in Section 10.4 (f) of the Stock and Asset Purchase Agreement.
5. The interpretation and performance of this Patent Assignment Agreement shall be governed by the material laws of Germany.

5. The interpretation and performance of this Patent Assignment Agreement shall be governed by the material laws of Germany.
6. This Patent Assignment Agreement shall be binding upon and inures to the benefit of both Parties and their respective successors and assignees.

This Patent Assignment Agreement has been duly signed by the authorized representatives of both Parties hereto.

Date: May 28, 2014

Bayer Intellectual Property GmbH



Name: Dr. Thomas Reuter

Title: Proxy

Date: May 28, 2014

Parker-Hannifin Corporation

Name:

Title:

5. The interpretation and performance of this Patent Assignment Agreement shall be governed by the material laws of Germany.
6. This Patent Assignment Agreement shall be binding upon and inures to the benefit of both Parties and their respective successors and assignees.

This Patent Assignment Agreement has been duly signed by the authorized representatives of both Parties hereto.

Date:

Bayer Intellectual Property GmbH

Name:

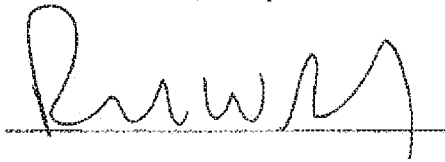
Name:

Title:

Title:

Date: 28 May 2014

Parker-Hannifin Corporation



Name: Robert W. Bond

Title: Vice President and President - Fluid Connectors Group

Schedule I of this PATENT ASSIGNMENT AGREEMENT

Application number	Application Date	Publication number (if not granted/issued)	Patent number (if granted/issued)	Date of Grant	Legal status	Owner	File No. (internal)	Country Extension
201080026010.2	30/03/10	102460756			pending	BIP	BMS081190	P-CN
10713312.6	30/03/10	2417644			pending	BIP		P-EP01
12111556.9	30/03/10				pending	BIP		P-HK
2012-503893	30/03/10	2012-523809			pending	BIP		P-JP
10-2011-70268 12	30/03/10				pending	BIP		P-KR
13/263,400	30/03/10	US2010/0128960			pending	BIP		P-US
99110977	09/04/10	201108481			pending	BIP		TW
20110101093	31/03/11				pending	BIP	BMS091296	AR
709-2011	31/03/11				pending	BIP		CL
11160565.5	31/03/11	EP2371887			pending	BIP		EP01
2011-78723	31/03/11	2011-216487			pending	BIP		JP

Schedule 1 of this PATENT ASSIGNMENT AGREEMENT

Application number	Application Date	Publication number (if not granted/issued)	Patent number (if granted/issued)	Date of Grant	Legal status	Owner	File No. (internal)	Country Extension
13/072,990	28/03/11	US2011/02563 83			pending	BIP		US
2011/02439	01/04/11	2011/02439			granted	BIP		ZA
12176698.4	17/07/12	EP2549161			pending	BIP	BMS101090	EP01
13/550,905	17/07/12		8,585,007	19/11/13	granted	BIP		US
08108147.7	23/07/08		HK1113019		granted	BIP	BMS103002	HK
2006227189	21/03/06		2006227189		granted	BIP		P-AU
PI0611459-8	21/03/06				pending	BIP		P-BR
2602542	21/03/06				pending	BIP		P-CA
200680008946.6	21/03/06		200680008946.6		granted	BIP		P-CN
201010276024.1	07/09/10		201010276024.1		granted	BIP		P-CND
06739058.3	21/03/06	EP1861885			pending*)	BIP		P-EP
186033	21/03/06		186033		granted	BIP		P-IL

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6456/DELNP/20 07	21/03/06				pending	BIP		P-IN
2008-503080	21/03/06		5140576		granted	BIP		P-JP
10-2007-70240 31	21/03/06				allowed	BIP		P-KR
200705859-7	21/03/06		135237		granted	BIP		P-SG
11/085,804	21/03/05		7,521,840		granted	BIP		US
12/404237	13/03/09		7,923,902		granted	BIP		US01
11/361,683	24/02/06		7,750,532		granted	BIP		US02
11/361704	24/02/06		7,915,789		granted	BIP		US03
200880125630. 4	10/12/08		200880125630. 4		granted	BIP	BMS103003	P-CN
08860457.4	10/12/08	EP2223169			pending	BIP		P-EP
2010-538141	10/12/08				pending	BIP		P-JP
10-2010-7015288	10/12/08				pending	BIP		P-KR
97147738	10/12/08				pending	BIP		TW

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Application number	Application Date	Publication number (if not granted/issued)	Patent number (if granted/issued)	Date of Grant	Legal status	Owner	File No. (internal)	Country Extension
11/085,798	21/03/05		7,595,580		granted	BIP		US
11/361,676	24/02/06		7,626,319		granted	BIP		US02
11/679,150	26/02/07		7,521,847		granted	BIP		US03
11/933,277	31/10/07		8,183,739		granted	BIP		US04
11/953,798	10/12/07		8,054,566		granted	BIP		US05
12/426,856	20/04/09		7,679,267		granted	BIP		US06
12/628,002	30/11/09		8,283,839		granted	BIP		US07
12/724,321	15/03/10		7,990,022		granted	BIP		US08
07870083.8	28/12/07	EP2097937			pending*)	BIP	BMS103006	P-EP
11/618,577	29/12/06		7,492,076		granted	BIP		US
12/352559	12/01/09		7,915,790		granted	BIP		US N
12/494071	29/06/09		8,072,121		granted	BIP		US N01
07865661.8	13/12/07	EP2126940			pending	BIP	BMS103008	P-EP

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Application number	Application Date	Publication number (if not granted/issued)	Patent number (if granted/issued)	Date of Grant	Legal status	Owner	File No. (internal)	Country Extension
2009-541601	13/12/07				pending	BIP		P-JP
11/956269	13/12/07		7,911,761		granted	BIP		US01
13/553,008	19/07/12		8,679,575		granted	BIP		US01 D
2737458	18/09/09				pending	BIP	BMS103008/1	P-CA
200980146811.X	18/09/09	102215743			pending	BIP		P-CN
09815296.0	18/09/09	EP2337490			pending	BIP		P-EP
2050-2011	18/09/09				pending	BIP		P-IN
528009-2011	18/09/09	2012-503341			pending	BIP		P-JP
10-2011-7008740	18/09/09				pending	BIP		P-KR
	27/05/14				pending	BIP		P-KR01
2011-002,940	18/09/09				pending	BIP		P-MX
12/234,023	19/09/08		8,248,750		granted	BIP		US
08769764.5	28/05/08	EP2206013			pending	BIP	BMS103010	P-EP

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Application number	Application Date	Publication number (if not granted/issued)	Patent number (if granted/issued)	Date of Grant	Legal status	Owner	File No. (internal)	Country Extension
10-2009-7027486	28/05/08		10-1210116		granted	BIP		P-KR
12/128576	28/05/08		7,733,575		granted	BIP		US01
12/768,846	26/04/10		8,164,835		granted	BIP		US02
10-2010-7005162	04/06/08				pending	BIP	BMS103011	P-KR
11/953,815	10/12/07		7,893,965		granted	BIP		US01
13/205,888	09/08/11	US2011-0285247			pending	BIP	BMS103012	US01 DD
12/766,771	23/04/10		8,127,437		granted	BIP		US02
12/244,695	02/10/08	US 2009/0250021			pending	BIP	BMS103013	US01
11/953,789	10/12/07	US 2009/0147340			pending	BIP	BMS103015	US
11/953,784	10/12/07		7,679,839		granted	BIP	BMS103016	US
12/724,291	15/03/10		7,940,476		granted	BIP		US01
2,742,410	05/11/09				pending	BIP	BMS103017	P-CA
200980154335.6	05/11/09	102272959			pending	BIP		P-CN

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Application number	Application Date	Publication number (if not granted/issued)	Patent number (if granted/issued)	Date of Grant	Legal status	Owner	File No. (internal)	Country Extension
09825433.7	05/11/09	EP2347459			pending	BIP		P-EP
3330/2011	05/11/09				pending	BIP		P-IN
535671-2011	05/11/09	2012-508556			pending	BIP		P-JP
10-2011-7010238	05/11/09				pending	BIP		P-KR
2011/004695	27/05/14		307052		pending	BIP		P-KR01
98137649	05/11/09				granted	BIP		P-MX
12/358,142	05/11/09				pending	BIP		TW
	22/01/09		8,222,799		granted	BIP		US01
201080020409.X	18/03/30	102422627			pending*)	BIP	BMSI03024	P-CN
10754136.9	18/03/30	EP2409486			pending	BIP		P-EP
2012-500975	18/03/30	2012-521566			pending	BIP		P-JP
10-2011-7024294	18/03/30				pending	BIP		P-KR
13/256,656	18/03/30	US-2012-0075519			pending	BIP		P-US

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Application number	Application Date	Publication number (if not granted/issued)	Patent number (if granted/issued)	Date of Grant	Legal status	Owner	File No. (internal)	Country Extension
99108101	18/03/30	201115205			pending	BIP		TW
08769964.1	02/06/08	EP2218166			pending	BIP	BMS103028	P-EP
10-2010-7000058	02/06/08				pending	BIP		P-KR
11758,409	05/06/07		8,058,861		granted	BIP		US
13/249,635	30/09/11	US-2012-00192 23			pending	BIP		US01
201280027203.9	05/04/12				pending	BIP	BMS103069	P-CN
12776035.3	05/04/12	WO 2012/148644			pending	BIP		P-EP
2014-503975	05/04/12				pending	BIP		P-JP
10-2013-7029141	05/04/12				pending	BIP		P-KR
14/009,124	05/04/12				pending	BIP		P-US
101112273	06/04/12	201308366			pending	BIP		TW
1120130183969	17/01/12				pending	BIP	BMS113001	P-BR
2824860	17/01/12				pending	BIP		P-CA

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201280014193.5	17/01/12				pending	BIP		P-CN
12736429.7	17/01/12	WO2012/099854			pending	BIP		P-EP
6247/DELNP/2013	17/01/12				pending	BIP		P-IN
PCT/US2012/21511	17/01/12				pending	BIP		P-JP
10-2013-70216 70	17/01/12				pending	BIP		P-KR
MX/a/2013/008183	17/01/12				pending	BIP		P-MX
2013701244	17/01/12				pending	BIP		P-MY
201305254-3	17/01/12				pending	BIP		P-SG
1301003990	17/01/12				pending	BIP		P-TH
13/979,868	17/01/12				pending	BIP		P-US
101101784	17/01/12	2012.50518			pending	BIP		TW
201280014295.7	22/03/12	103703404			pending	BIP	BMS113012	P-CN
12760015.3	22/03/12	WO 2012/129357			pending	BIP		P-EP

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2014-501225	22/03/12				pending	BIP		P-JP
10-2013-7027334	22/03/12				pending	BIP		P-KR
14/006,471	22/03/12				pending	BIP		P-US
101109851	22/03/12		201250288		granted	BIP		TW
2828809	01/03/12				pending	BIP	BMS113014	P-CA
201280021427.9	01/03/12				pending	BIP		P-CN
12752189.6	01/03/12	WO 2012/118916			pending	BIP		P-EP
7627/DELNP/2013	01/03/12				pending	BIP		P-IN
2013-556836	01/03/12				pending	BIP		P-JP
10-2013-7025352	01/03/12				pending	BIP		P-KR
201306544-6	01/03/12				pending	BIP		P-SG
14/002,166	01/03/12				pending	BIP		P-US
101106722	01/03/12				pending	BIP		TW

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101137476	10/10/12	201331323			pending	BIP	BMSI13028	TW
PCT/US2012/59452	10/10/12	WO 2013/055733			pending	BIP		WO
101146030	07/12/12				pending	BIP	BMSI13038	TW
PCT/US2012/68342	07/12/12	WO 2013/10347			pending	BIP		WO
102109991	21/03/13				pending	BIP	BMSI23002	TW
PCT/US2013/33061	20/03/13	WO 2013/142552			pending	BIP		WO