

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	HENKEL (CHINA) CO. LTD.	01/15/2015
RECEIVING PARTY DATA		
Name:	HENKEL AG & CO. KGAA	
Street Address:	HENKELSTRASSE 67	
City:	DUESSELDORF	
State/Country:	GERMANY	
Postal Code:	40589	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14721131
CORRESPONDENCE DATA		
Fax Number:		
<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:	PT031474 US	
NAME OF SUBMITTER:	SALLY COSTA	
SIGNATURE:	/Sally Costa/	
DATE SIGNED:	05/06/2016	
Total Attachments: 3		
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source=PT031474US_20141210_Patent_Assignment_HCCL_to_HKGA#page2.tif		
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PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT dated 10.12.2014 is made by and between (collectively the "Parties"):

- (1) Henkel (China) Co. Ltd. (the "Assignor"), having its primary place of business at Zhangheng Road No. 928, Zhangjiang High Technology Park, Pudong New Area, 201203 Shanghai, and
- (2) Henkel AG & Co. KGaA (the "Assignee") having its primary place of business at Henkelstraße 67, 40589 Düsseldorf, Germany

WHEREAS, Assignor has invented "Concentrate for use in the corrosion resistant treatment of metal surfaces" (internal reference number: PT031474) (the "Invention"), which are described in International patent application under the Patent Cooperations Treaty number PCT/CN2012/085633 filed on 30th day of November 2012 (hereinafter referred to as "the Patent"), claiming the priority of International patent application number PCT/CN2012/085550 filed on 29th day of November 2012 (hereinafter referred to as "the Priority Application").

WHEREAS, Assignee assigns to the Assignee, who accepts, the full and exclusive rights, titles and interests in, to, belonging to and arising from the Invention, the PCT Application and the Priority Application.

In particular, Assignor agrees that Assignee applies for and obtains in its name intellectual property rights for the Invention without any territorial limitation. These intellectual property rights may consist of patent applications, granted patents, utility model applications, utility models, divisionals, continuations or continuations-in-part of a patent application or any other means of protecting inventions in relation to the Inventions, as well as designs and design applications.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patent including all reexaminations, extensions and reissues thereof.
2. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants
 - i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee,
 - ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and
 - iii) that to the best of Assignor's knowledge, the Patent is valid and enforceable as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of the Patent subsequent to the date of this Agreement.

3. *Patent Status.* Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patent is invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.
4. *Further Actions.* Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.
5. *Governing Law. Venue.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of Germany, without regard to conflicts of law principles. Place of Jurisdiction shall be Duesseldorf, Germany.
6. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
7. *Severability.* If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
8. *Notice.* Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor:

Henkel (China) Co. Ltd
Zhangheng Road No. 928
Zhangjiang High Technology Park
Pudong New Area
201203 Shanghai
China

If to Assignee:

Henkel AG & Co. KGaA
CLI / Patents
40191 Düsseldorf
Germany

10. *Headings.* The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
11. *Entire Agreement.* This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR

Name: Faruk Arig
Title: President of Henkel Greater China

(signature)

Date: 1.15.2015

Name: Victor Shen
Title: Chief Legal Counsel of Henkel Greater China and Korea

(signature)

Date: 1.15.2015

ASSIGNEE

Name: Dr. Stefan Kucken
Title: Corporate Director Patents

(signature)

Date:

Name: Dr. Wilhelm Hemme
Title: Corporate Manager Patents

(signature)

Date: