

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3880626

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RAM B GUPTA	12/29/2015
PAUL MARK CROSS	01/04/2016
CYTEC ENGINEERED MATERIALS LIMITED	05/12/2016
RECEIVING PARTY DATA	
Name:	CYTEC INDUSTRIES INC
Street Address:	5 GARRET MOUNTAIN PLAZA
Internal Address:	PATENT DEPT
City:	WOODLAND PARK
State/Country:	NEW JERSEY
Postal Code:	07424
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14980407
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>	
Email:	stamfordpatent@solvay.com
Correspondent Name:	CYTEC INDUSTRIES INC
Address Line 1:	1937 WEST MAIN STREET
Address Line 2:	PATENT DEPT
Address Line 4:	STAMFORD, CONNECTICUT 06902
ATTORNEY DOCKET NUMBER:	14003S-US-NP
NAME OF SUBMITTER:	THI D. DANG
SIGNATURE:	/Thi D. Dang/
DATE SIGNED:	05/19/2016
Total Attachments: 6	
source=Cross_ExecAssignment_14003S-US#page1.tif	
source=Cross_ExecAssignment_14003S-US#page2.tif	
source=Cross_ExecAssignment_14003S-US#page3.tif	

source=Cross_ExecAssignment_14003S-US#page4.tif
source=Gupta_ExecAssignment_14003S-US#page1.tif
source=Gupta_ExecAssignment_14003S-US#page2.tif

ASSIGNMENT AGREEMENT

PARTIES:

- (1) **Paul Mark Cross**
of 51 North Lane, Dringhouses, York, YO24 2NS, United Kingdom
("INVENTOR")
- (2) **Cytec Engineered Materials Limited** (incorporated in the United Kingdom, company no. 2851421)
of Abenbury Way, Wrexham Industrial Estate, Wrexham, LL13 9UZ, United Kingdom
("EMPLOYER")
- (3) **Cytec Industries Inc.** (incorporated in the US)
of 5 Garret Mountain Plaza, Woodland Park, New Jersey 07424 USA
("ASSIGNEE")

RECITALS:

- A. The INVENTOR is the inventor or one of the inventors in respect of the invention (the "INVENTION") which is briefly summarised in Part A of the Schedule and/or which is the subject of the patent application identified in Part B of the Schedule (the "APPLICATION").
- B. The INVENTOR made his/her contribution to the INVENTION during the course of his/her normal duties as an employee of the EMPLOYER and in circumstances such that the EMPLOYER has at all relevant times been the legal and beneficial owner of all the INVENTOR's rights in the INVENTION.
- C. The INVENTION was made for the benefit of the ASSIGNEE and accordingly the EMPLOYER and the ASSIGNEE accept that the ASSIGNEE is entitled to and the beneficial owner of all rights in the INVENTION.
- D. The parties have agreed to execute this Agreement for the purpose of ensuring that all the INVENTOR's and EMPLOYER's rights in the INVENTION are vested in the ASSIGNEE.

OPERATIVE TERMS:

In consideration of the sum of \$1 (one US dollar) paid by the ASSIGNEE to each of the INVENTOR and the EMPLOYER (the receipt and sufficiency of which are hereby acknowledged) IT IS AGREED as follows:-

1. Acknowledgment and Assignment

- 1.1 The INVENTOR and the EMPLOYER hereby acknowledge and confirm that the ASSIGNEE is and has at all times been entitled to and the beneficial owner of all rights in the INVENTION including without limitation the right to apply for and be granted for its own benefit any patents in relation to the INVENTION and to claim priority from any patent applications relating to the INVENTION including from patent applications that may have been filed in the name of the INVENTOR or the EMPLOYER (whether alone or jointly with others).
- 1.2 In order to ensure the vesting of any residual rights in the ASSIGNEE including full legal title the INVENTOR and the EMPLOYER hereby assign with full title guarantee to the ASSIGNEE absolutely and free from all liens charges licences and encumbrances and the ASSIGNEE hereby accepts from the INVENTOR and the EMPLOYER all property right title and interest anywhere in the world in and to the INVENTION including without limitation:
 - (a) the APPLICATION and all patent applications and patents at any time deriving or claiming priority from the same or otherwise relating to the INVENTION including all divisionals, extensions, continuations, continuations in part, reissues, registrations and supplementary protection certificates in relation to any thereof and including the right to apply for and obtain all patents relating to the INVENTION and to claim priority from the APPLICATION (together referred to as the "PATENT RIGHTS"),
 - (b) the benefit of all priority rights,
 - (c) the right to seek and obtain registrations in other countries,
 - (d) all other intellectual property rights and knowhow including without limitation any copyrights and design rights (whether or not registrable),

- (c) the right to sue for and obtain injunctive relief damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the above-mentioned rights hereby transferred including the rights conferred by publication of any patent application or design application.
- 1.3 The parties acknowledge and confirm that nothing in this Agreement shall be construed as restricting the rights of the INVENTOR under sections 39 to 43 of the UK Patents Act 1977 or under any equivalent or corresponding provisions in force from time to time relating to inventions made by employees.

2. Covenants

The INVENTOR and the EMPLOYER covenant with the ASSIGNEE as follows:

- (a) that neither the INVENTOR nor the EMPLOYER has done or omitted to do any act or thing whatsoever whereby any patents or other intellectual property rights relating to the INVENTION might be invalidated or otherwise prejudicially affected or the due performance of this Agreement hindered or prevented,
- (b) to keep the INVENTION confidential and not to disclose it to any person without the prior written consent of the ASSIGNEE,
- (c) that no permission has been given to any third party to use the INVENTION and that there has otherwise been no assignment or grant to any third party of any rights in or under the INVENTION (including the PATENT RIGHTS).

3. Further Assurance

- 3.1 The INVENTOR and the EMPLOYER undertake to do all further acts and execute all further documents at the ASSIGNEE's expense as the ASSIGNEE may reasonably require to secure the vesting in the ASSIGNEE or the ASSIGNEE's successors in title or nominees of all property right title and interest intended to be assigned transferred or granted to or confirmed in the ASSIGNEE hereunder and to give the ASSIGNEE the full benefit of this Agreement including doing all acts which may be necessary or desirable in connection with:

- (a) the filing and prosecution of any patent application included in the PATENT RIGHTS anywhere in the world and obtaining grant in relation thereto,
- (b) protecting and enforcing any of the PATENT RIGHTS and other intellectual property rights relating to the INVENTION,
- (c) recording any of the PATENT RIGHTS and other rights in the name of the ASSIGNEE or the ASSIGNEE's successors in title or nominees as sole applicant or registered proprietor as the case may be,
- (d) assisting in the resolution of any question concerning the INVENTION or the PATENT RIGHTS or other intellectual property rights.

- 3.2 The INVENTOR and the EMPLOYER hereby authorise the officers from time to time of the ASSIGNEE to do or authorise the doing of all such acts (including the signing of all such documents) on behalf of the INVENTOR and/or the EMPLOYER as the ASSIGNEE may consider appropriate for the purpose of giving effect to the provisions of clause 3.1.

4. Law

This Agreement shall be governed by and construed and take effect in accordance with the laws of England.

IN WITNESS of which the parties have executed this Agreement in accordance with their statutes by duly authorised officers effective on the date of the last of the parties' signatures.


EXECUTED by the INVENTOR:

Name: Paul Mark Cross

Signature: 

Date: 4-1-2016

In the presence of a Witness:

Witness signature: 

Witness name: Paul M. L. K.

EXECUTED by the EMPLOYER: Cytec Engineered Materials Limited


Name: SIMON DELPECH

Signature: 

Title: DIRECTOR

Date: 12 MAY 2016

In the presence of a Witness:

Witness signature: 

Witness name: Benjamin Hartin

EXECUTED by the ASSIGNEE: Cytec Industries Inc.

Name: Thomas Irwin

Signature: 

Title: Assistant Secretary

Date: 26 Jan 2016

In the presence of a Witness:

Witness signature: RAMOS

Witness name: ROCIO RAMOS

SCHEDULE - THE INVENTION/APPLICATION**Part A – Description of the INVENTION****Part B – The APPLICATION**

<u>Country/ Convention</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>References</u>
U.S.	14980407	28 December 2015	TRIFUNCTIONAL BENZOXAZINE	I4003S-US-NP

ASSIGNMENT

I, **Ram B. Gupta residing at 230 Vine Road, Stamford, Connecticut 06905**, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby assign, sell and transfer to **CYTEC INDUSTRIES INC., a corporation organized under the laws of the state of Delaware, with offices at 5 Garret Mountain Plaza, Woodland Park, New Jersey 07424**, and its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE: (1) my/our entire right, title and interest for the United States and in all countries, in and to any and all inventions, discoveries and applications which are disclosed in the application for United States Letters Patent entitled:

TRIFUNCTIONAL BENZOXAZINE

filed as a new application with the U.S. Patent and Trademark Office on **28 December 2015** and assigned **Application No. 14980407**, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefore; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our name(s) at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

I hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

I agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

I further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do that necessary to give full effect to and to perfect the rights of the ASSIGNEE under this Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

I further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

No amendment, modification or alteration of the terms or provisions of this Agreement will be binding unless the same is in writing and duly executed by ASSIGNOR and ASSIGNEE, except that ASSIGNEE'S representative shall have the power to correct typographical errors and to insert into this Agreement any further identification that may be necessary or desirable for purposes of recording this Assignment.

Dated:

12/29/2015

Ram B. Gupta

Signature of: Ram B. Gupta