# 503866194 06/10/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3912843

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
MEHMET SERDAR OZBAYRAKTAR	12/18/2015
KAVESHINI NAIDOO	04/04/2016

# **RECEIVING PARTY DATA**

Name:	ELEMENT SIX (PRODUCTION) (PTY) LTD	
Street Address:	DEBID ROAD	
City:	NUFFIELD, SPRINGS	
State/Country:	SOUTH AFRICA	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	13611278

# **CORRESPONDENCE DATA**

**Fax Number:** (801)531-9168

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.

**Phone:** 8015321922

Email:djpfeil@traskbritt.comCorrespondent Name:TRASK BRITT, P.C.Address Line 1:P.O. BOX 2550

Address Line 4: SALT LAKE CITY, UTAH 84110

<b>ATTORNEY DOCKET NUMBER:</b> 1684-10760.1(CUT4-52557-U	
NAME OF SUBMITTER:	JESSE M. FLORES
SIGNATURE:	/Jesse M. Flores/
DATE SIGNED:	06/10/2016

# **Total Attachments: 6**

source=Jun-10-2016-Inventor-E6-Assignment-10760-1US#page1.tif source=Jun-10-2016-Inventor-E6-Assignment-10760-1US#page2.tif source=Jun-10-2016-Inventor-E6-Assignment-10760-1US#page3.tif source=Jun-10-2016-Inventor-E6-Assignment-10760-1US#page4.tif source=Jun-10-2016-Inventor-E6-Assignment-10760-1US#page5.tif source=Jun-10-2016-Inventor-E6-Assignment-10760-1US#page6.tif

PATENT 503866194 REEL: 038879 FRAME: 0401

### ASSIGNMENT

# PARTIES:

- (1) Mehmet Serdar OZBAYRAKTAR of Element Six Global Innovation Centre, Fermi Avenue, Harwell Oxford, Didcot, Oxfordshire, OX11 0QR, United Kingdom, previously of Element Six (Production) (Pty) Ltd, Debid Road, Nuffield, Springs, South Africa ("the INVENTOR"); and
- (2) Element Six (Production) (Pty) Ltd of Debid Road, Nuffield, Springs, South Africa and registered in South Africa under number 60/04396/07 ("the ASSIGNEE");

each a "Party" and together the "Parties".

### WHEREAS:

A. The INVENTOR is an inventor of the invention ("the INVENTION") which is the subject of the following patent application(s) (hereinafter collectively and severally "the APPLICATION"):

Country	Application No. and Application Date	Inventors	Title	References
US	61/536,443 19 September 2011	Anthony A. DIGIOVANNI,	Methods of Forming a Cutting Element for an Earth-Boring	PF1259-US-0
US	13/611,278 12 September 2012	Mehmet Serdar OZBAYRAKTAR	Tool, a Related Cutting Element, and an Earth-Boring Tool	PF1259-US-2
US	14/930,122 12 September 2012	and Kaveshini NAIDOO	including such a Cutting Element	PF1259-US-3

- B. The INVENTOR's contribution to the INVENTION was made by the INVENTOR during the normal course of the INVENTOR's duties as an employee of the ASSIGNEE, or under a fiduciary duty as a director of the ASSIGNEE, or pursuant to a commission by or other contract with the ASSIGNEE, and in circumstances such that, as between the INVENTOR and the ASSIGNEE, all the INVENTOR's rights in the INVENTION (including the APPLICATION) has at all relevant times been taken to belong to the ASSIGNEE, or the ASSIGNEE has been beneficially entitled to the same.
- C. For the avoidance of doubt and so as to confirm the ASSIGNEE's legal title to the same, the parties have agreed to execute this Assignment for the purpose of ensuring that all the INVENTOR's rights in the INVENTION (including the APPLICATION and all other intellectual property rights) are vested in the ASSIGNEE.

### IT IS AGREED THAT:

In consideration of the sum of US\$1 (one US dollar) paid by the ASSIGNEE to the INVENTOR, receipt of which is hereby acknowledged:

- 1.1 The INVENTOR confirms the assignment, and as necessary assigns, to the ASSIGNEE, effective as of the date of the INVENTION ("the EFFECTIVE DATE"), and the ASSIGNEE confirms its acceptance of, and as necessary accepts, from the EFFECTIVE DATE, all the INVENTOR's property, right, title, and interest in and to the INVENTION and the APPLICATION for all relevant states including without limitation:
  - (a) the right to apply for and obtain patents in respect of the INVENTION in any country in the world;
  - (b) the right title and interest in the Application and all patent applications, patents and supplementary protection certificates which may now or at any time in the future derive or

result or claim priority from the same or otherwise relate to the Invention, including without limitation any divisionals, continuations, continuations-in-part, reissues, re-examination certificates, post-grant reviews, inter partes reviews, supplemental examinations, extensions, renewals and registrations in relation to any thereof and all and any other rights in the inventions comprised in any of the same (hereinafter collectively and severally "the Patent Rights");

- (c) the benefit of all priority dates;
- (d) the right to seek and to obtain registrations in any country in the world in respect of any patent deriving from the APPLICATION or otherwise included in the PATENT RIGHTS;
- (e) 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 PATENT RIGHTS or of the rights conferred by the publication of any of the same.
- 1.2 The Parties authorise and request their professional representative before any national or regional patent office to insert an appendix signed and dated by the professional representative detailing the filing date and application number of any patent application, patent and/or supplementary protection certificates which may now or at any time in the future derive or result or claim priority form the Application where needed for effective recordal of any such patent application or patent at any national or regional patent office.
- 1.3 The INVENTOR agrees to execute all such documents as may be required to ensure the vesting in the ASSIGNEE of the PATENT RIGHTS, all at the expense of the ASSIGNEE.
- 1.4 This Assignment shall be governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute relating to this Assignment.

Signed by the I	NAMENTOR
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Signature:	Sayvallor
Mel	nmet Sertlar OZBAYRAKTAR
Name:	
Date: 15	P December 2015
Date. 12	) Jestevous V
62	THE REAL PROPERTY OF THE PROPE
Signed on ben	alf of the ASSIGNEE:
	Element Six (Production) (Pty) Limited
Ju.	Springs, South Africa
Company name	>:
	C - mar and
Signature:	Sixu J. Retales Udb
	Susan Jane FLETCHER WATTS
Name:	
	Authorised Signatory
Position	
Date:	21 December 2015

### ASSIGNMENT

### PARTIES:

- (1) **Kayeshini NAIDOO**, of of Element Six (Production) (Pty) Ltd of Debid Road, Nuffield, Springs 1559, South Africa ("the INVENTOR"); and
- (2) Element Six (Production) (Pty) Ltd of Debid Road, Nuffield, Springs, South Africa and registered in South Africa under number 60/04396/07 ("the ASSIGNEE");

each a "PARTY" and together the "PARTIES".

### WHEREAS:

A. The INVENTOR is an inventor of the invention ("the INVENTION") which is the subject of the following patent application(s) (hereinafter collectively and severally "the APPLICATION"):

Country	Application No. and Application Date	Inventors	Title	References
US	61/536,443 19 September 2011	Anthony A. DIGIOVANNI,	Methods of Forming a Cutting Element for an Earth-Boring	PF1259-US-0
US	13/611,278 12 September 2012	Mehmet Serdar OZBAYRAKTAR	Tool, a Related Cutting Element, and an Earth-Boring Tool	PF1259-US-2
US	14/930,122 12 September 2012	and Kaveshini NAIDOO	including such a Cutting Element	PF1259-US-3

- B. The INVENTOR's contribution to the INVENTION was made by the INVENTOR during the normal course of the INVENTOR's duties as an employee of the ASSIGNEE, or under a fiduciary duty as a director of the ASSIGNEE, or pursuant to a commission by or other contract with the ASSIGNEE, and in circumstances such that, as between the INVENTOR and the ASSIGNEE, all the INVENTOR's rights in the INVENTION (including the APPLICATION) has at all relevant times been taken to belong to the ASSIGNEE, or the ASSIGNEE has been beneficially entitled to the same.
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  - (a) the right to apply for and obtain patents in respect of the INVENTION in any country in the world:
  - (b) the right title and interest in the APPLICATION and all patent applications, patents and supplementary protection certificates which may now or at any time in the future derive or result or claim priority from the same or otherwise relate to the INVENTION, including without limitation any divisionals, continuations, continuations-in-part, reissues, re-

examination certificates, post-grant reviews, inter partes reviews, supplemental examinations, extensions, renewals and registrations in relation to any thereof and all and any other rights in the inventions comprised in any of the same (hereinafter collectively and severally "the PATENT RIGHTS");

- (c) the benefit of all priority dates;
- (d) the right to seek and to obtain registrations in any country in the world in respect of any patent deriving from the APPLICATION or otherwise included in the PATENT RIGHTS;
- (e) 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 PATENT RIGHTS or of the rights conferred by the publication of any of the same.
- The PARTIES authorise and request their professional representative before any national or regional patent office to insert an appendix signed and dated by the professional representative detailing the filing date and application number of any patent application, patent and/or supplementary protection certificates which may now or at any time in the future derive or result or claim priority from the APPLICATION where needed for effective recordal of any such patent application or patent at any national or regional patent office.
- 1.3 The INVENTOR agrees to execute all such documents as may be required to ensure the vesting in the ASSIGNEE of the PATENT RIGHTS, all at the expense of the ASSIGNEE.
- 1.4 This Assignment shall be governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute relating to this Assignment.

Signed by the	he INVE	NTOR		
Signature:	(A) Kaveshin	in NATOO	<u>.</u>	
Name:	***************************************		.,,	
Date:	04	APRIL	2016	
Signed on I	Eler		roduction) (Pty) I	Limited
Company n	ame:	****		
Signature:				
Name:	Sus	an Jane I	FLETCHER WAT	TS
Position	Aut	thorised !	Signatory	
Date:			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	

### ASSIGNMENT

# PARTIES:

- (1) Kaveshini NAIDOO, of of Element Six (Production) (Pty) Ltd of Debid Road, Nuffield, Springs 1559, South Africa ("the INVENTOR"); and
- (2) Element Six (Production) (Pty) Ltd of Debid Road, Nuffield, Springs, South Africa and registered in South Africa under number 60/04396/07 ("the ASSIGNEE");

each a "PARTY" and together the "PARTIES".

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US	13/611,278 12 September 2012	Mehmet Serdar OZBAYRAKTAR	Tool, a Related Cutting Element, and an Earth-Boring Tool	PF1259-US-2
US	14/930,122 12 September 2012	and Kaveshini NAIDOO	including such a Cutting Element	PF1259-US-3

- B. The INVENTOR's contribution to the INVENTION was made by the INVENTOR during the normal course of the INVENTOR's duties as an employee of the ASSIGNEE, or under a fiduciary duty as a director of the ASSIGNEE, or pursuant to a commission by or other contract with the ASSIGNEE, and in circumstances such that, as between the INVENTOR and the ASSIGNEE, all the INVENTOR's rights in the INVENTION (including the APPLICATION) has at all relevant times been taken to belong to the ASSIGNEE, or the ASSIGNEE has been beneficially entitled to the same.
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examination certificates, post-grant reviews, inter partes reviews, supplemental examinations, extensions, renewals and registrations in relation to any thereof and all and any other rights in the inventions comprised in any of the same (hereinafter collectively and severally "the PATENT RIGHTS");

- (c) the benefit of all priority dates;
- (d) the right to seek and to obtain registrations in any country in the world in respect of any patent deriving from the APPLICATION or otherwise included in the PATENT RIGHTS;
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Signed by th	e INVENTOR
Signature:k Name:	Zaveshini NAIDOO
Date:	
Signed on bo	ehalf of the ASSIGNEE:  Element Six (Production) (Pty) Limited Springs, South Africa me:
Signature:	Shear J. Fletcher Volts
Name:	Susan Jane FLETCHER WATTS
Position	Authorised Signatory
Date:	21 December 2015

PATENT REEL: 038879 FRAME: 0407

RECORDED: 06/10/2016