

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3938427

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| FRANK CROSS LIMITED | 12/04/2015 |
| RECEIVING PARTY DATA | |
| Name: | LE GAZ INTEGRAL SAS |
| Street Address: | 100 AVENUE V.I. LENINE |
| City: | NANTERRE |
| State/Country: | FRANCE |
| Postal Code: | 92000 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Application Number: | 14409088 |
| Application Number: | 14770898 |
| CORRESPONDENCE DATA | |
| Fax Number: | (978)341-0136 |
| <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: | 5160.1000-000, .1001-001 |
| NAME OF SUBMITTER: | NADINE KUSH |
| SIGNATURE: | /Nadine Kush/ |
| DATE SIGNED: | 06/28/2016 |
| Total Attachments: 11 | |
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Dated 4th. DECEMBER 2015

ASSIGNMENT OF PATENTS AND KNOW HOW

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A L'ORIGINAL



FRANK CROSS LIMITED

and

LE GAZ INTEGRAL SAS

Paris, le 04 juin 2016

REF: PAB/FR80426.1/10008714.7

THIS AGREEMENT is dated

2015

BETWEEN

- 1) FRANK CROSS LIMITED, a company incorporated and registered in England and Wales with company number 04122119 whose registered office is at 11 Stafford Road, Seaford, East Sussex BN25 1UE ("FCL"), and
- 2) LE GAZ INTEGRAL SAS, a company incorporated and registered in France, with company number SIRET 33532283900018 whose registered office is at 100 avenue V.I. Lénine, 92000 Nanterre, France ("LGI"),

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

RECITALS

- (A) FCL has developed the design of a process for the conversion of sulphur dioxide to sulphur by means of thermal and catalytic reduction processes ("SO2 Reduction", defined below).
- (B) FCL has completed theoretical studies, drawn up diagrams and simulated the SO2 Reduction using software.
- (C) LGI have conducted their own experiments of the SO2 Reduction in a laboratory and in an industrial pilot unit, and has conducted experiments on catalysts with Eurosupport, all under the management of FCL and all expenses paid by LGI.
- (D) FCL have made a number of patent applications ("Patent Applications", defined below) relating to the SO2 Reduction.
- (E) LGI wishes FCL to assign to it the Patent Applications and associated know-how ("Know How", defined below).
- (F) FCL has agreed to assign the Patent Applications and Know-How to LGI on the terms set out in this agreement.

THE PARTIES AGREE

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless otherwise provided,

Barker Brettell: means Barker Brettell LLP, a limited liability partnership registered in England and Wales with number OC334393 whose registered office is at 100 Hagley Road, Edgbaston, Birmingham, B16 8QQ, and who are the patent attorneys instructed by FCL in connection with the Patent Applications.

Barker Brettell Expenses: means all costs and expenses (including any patent application fees) charged by Barker Brettell to FCL concerning the Patent Applications.

Design Book: means the design book written by FCL which documents inter alia simulations, studies and procedures for implementation of the SO2 Reduction process.

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| Eurosupport | means Euro Support BV, a Dutch company with head office at Kortegracht 26 3811 KH Arnhem, The Netherlands, and who has manufactured catalysts for LGI. |
| Frank Cross | means Peter Frank Cross of 11 Stafford Road, Seaford, East Sussex, England, BN25 1UE. |
| Know How: | means such know-how developed by FCL relating to the SO ₂ Reduction which can be reduced to writing and is material to the processes, including the Design Book and any other technical information and/or data. |
| Improvements: | means such improvement, enhancement or modification relevant to the subject of the Patent Applications or the Know How. |
| Norilsk Nickel: | means PJSC Mining and Metallurgical Company Norilsk Nickel, a company incorporated in Russia with Registration Number 1028400000298 of Dudinka, Krasnoyarsk Region, Russian Federation. |
| Patent Applications: | means those patent applications concerning the SO ₂ Reduction, the particulars of which are set out in Schedule 1. |
| Payment Terms: | means the payment terms as set out in clause 4. |
| Proprietary Equipment Supply Agreement: | means the proposed agreement between LGI and Norilsk Nickel covering certain equipment to be provided by LGI including inter alia the plant burner. |
| Project Norilsk Nickel | means the project concerning the supply of an SO ₂ removal facility at the smelter based in Norilsk. |
| Sale Price: | means the sum of € paid by LGI to FCL in accordance with the Payment Terms. |
| Simplified Process Design Package | means the process design of the SO ₂ Reduction including development of process simulations, heat and material balances and utility summaries, flow diagrams and major equipment process design summaries. |
| SO ₂ Reduction: | means the process of full or partial conversion of Sulphur Dioxide to Sulphur by means of the thermal process or the catalytic process developed by FCL. |
| SO ₂ Reduction Contract: | means a contract between LGI and a third party requiring access to the SO ₂ Reduction Technology and in each case any technology derived from the same. |
| SO ₂ Reduction Technology | means: (i) the Patent Applications; and |

- (ii) the Know How; and
- (iii) any Improvements

VAT: means value added tax chargeable under the Value Added Tax Act 1994 or any other similar taxes.

1.2 Unless the context otherwise requires:

- 1.2.1 words in the singular includes the plural and vice versa;
- 1.2.2 references to clauses, or Schedule(s) mean to clauses or Schedule(s) of this Agreement;
- 1.2.3 the Schedule(s) form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement include its Schedule(s); and
- 1.2.4 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 ASSIGNMENT

2.1 FCL hereby assigns to LGI absolutely, all its rights, title and interest in and to the SO2 Reduction Technology, including:

- 2.1.1 in respect of any and each application in the Patent Applications:
 - 2.1.1.1 the right to claim priority from and to prosecute and obtain grant of patent; and
 - 2.1.1.2 the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- 2.1.2 in respect of each and any invention disclosed in the Patent Applications, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- 2.1.3 the right to extend to or register in or in respect of any country or territory in the world each and any of the Patent Applications, and each and any of the applications files as aforesaid and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications;
- 2.1.4 the absolute entitlement to any patents granted pursuant to any of the Patent Applications or filed as aforesaid; and
- 2.1.5 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any patents granted on any of the Patent Applications or patent applications filed as aforesaid, whether occurring before on or after the date of this Agreement.

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3 USE OF PATENTS AND KNOW HOW

3.1 Following the assignment set out in clause 2.1, LGI is free to use for its own profit the Patent Applications and Know How described in this Agreement.

3.2 LGI will be responsible for any rights and duties it has as part of any licence conditions pertaining to the production of the catalyst by Eurosupport relating to the SO2 Reduction.

4 PAYMENT TERMS OF THE SALE PRICE

4.1 In consideration of FCL assigning its rights in and to the SO2 Reduction Technology as per clause 2.1 LGI shall pay the Sale Price to FCL as follows:

4.1.1 € upon signature of this Agreement by the Parties; and

4.1.2 € immediately on the sooner of:

4.1.2.1 execution of the Proprietary Equipment Supply Agreement for the Project Norlisk Nickel; or

4.1.2.2 31 December 2016; or

4.1.2.3 LGI assigning or otherwise transferring any of its rights under this Agreement,

whichever is the earliest.

4.2 FCL acknowledges that if payment is made under clause 4.1.2.3 no payment would be due from the new owner.

5 PATENT APPLICATION EXPENSES

5.1 LGI shall pay FCL all Barker Brettell Expenses incurred by FCL up to and including the date of signature of this Agreement as soon as reasonably possible upon receipt by LGI of all relevant invoices and proof of payment by FCL.

5.2 LGI acknowledges that FCL shall not be liable for, nor responsible for paying, any further costs and/or expenses relating to the Patent Applications from the date of this Agreement. Furthermore LGI acknowledges that from the date of this Agreement onwards, LGI will solely be responsible for managing and progressing the Patent Applications, and is under no obligation to use Barker Brettell in relation to this.

5.3 LGI shall pay all further costs and expenses relating to the Patent Applications.

6 WITHHOLDING TAXATION

All payments to be made under this Agreement shall be made at the stipulated price, but shall be reduced by the amount of any withholding tax that shall be due in France by FCL under French law.

6 7 VAT

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All payments made by LGI under this Agreement are exclusive of VAT or other taxes which shall be charged at the applicable rate in force from time to time.

7 ACCOUNTS

- 7.1 FCL shall be entitled at any time, provided they give LGI one month's advance written notice, to have LGI's accounts audited by an expert or representative of their choosing to solely verify compliance with this Agreement (the Audit).
- 7.2 LGI shall allow FCL's expert or representative such access to those accounts as they reasonably require to enable them to accomplish the Audit.
- 7.3 LGI shall provide FCL's expert or representative with all reasonable co-operation, access and assistance in relation to any Audit.
- 7.4 Each party shall bear their own costs and expenses incurred in respect of compliance with their obligations under this clause 7, unless the Audit identifies material default by LGI, in which case LGI shall refund the costs and expenses of FCL subject to proof of the same expenditure being provided.
- 7.5 FCL shall procure that its expert or representative shall keep any information he or she might gather from LGI in the execution of the task and that does not concern this Agreement confidential.

8 KNOW HOW AND CONFIDENTIALITY

- 8.1 LGI recognises and agrees that FCL is in possession (whether directly or indirectly) of the Know How.
- 8.2 FCL shall, and shall procure that Frank Cross shall:
- 8.2.1 disclose to LGI in full the Know How (not including the Design Book) as soon as reasonably practicable following execution of this Agreement;
 - 8.2.2 supply a copy of the Design Book to LGI within three months of the execution of this Agreement; and
 - 8.2.3 keep the Know How confidential and not knowingly disclose it in full or in part to any third party without the prior written consent of LGI.
- 8.3 FCL shall be free of all disclosure obligations regarding the Know How if FCL provide proof that the Know How:
- 8.3.1 was already in the public domain at the time of its communication by FCL through no fault of its own; and/or
 - 8.3.2 is required to be disclosed by an order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body and in such circumstances that FCL shall (unless prohibited by law from doing so) give LGI notice of such requirement and chance for LGI to restrict or control what information is to be disclosed.
- 8.4 The obligations of confidentiality will be binding on FCL for a period of 15 years from the date of signature of this Agreement.

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9 IMPROVEMENTS BY LGI

Following payment of the Sale Price, any and all improvements made by LGI shall be owned by LGI and if such an improvement can be protected by a patent, LGI may apply for such a patent with all due diligence and shall bear all related costs.

10 IMPROVEMENTS BY FCL

10.1 FCL shall promptly notify LGI of any Improvement made by it after the date of this Agreement giving details of the improvement.

10.2 Any rights that may exist in any future improvements and/or potential improvements conceived by FCL will be offered exclusively to LGI at a cost to be agreed upon at the time of such future improvements and/or potential improvements.

11 DEVELOPMENT WORK

11.1 FCL shall be given the opportunity, subject to both Parties agreeing, to develop the Simplified Process Design Package for each future SO₂ Reduction Contract at a price of € to be increased according to labour indices at the date of each SO₂ Reduction Contract signature.

12 GUARANTEES BY BOTH PARTIES

12.1 FCL warrants the material existence of the Patent Applications at date of signature of this contract.

12.2 FCL warrants so far as it is reasonably aware that the Patent Applications are free from any security interest, option, mortgage, charge or lien.

12.3 FCL makes no guarantee as to whether the Patent Applications will proceed to grant nor shall it be liable for any infringement of any third party's rights.

12.4 LGI declares that they are familiar with the SO₂ Reduction and the related Patent Applications.

12.5 LGI shall not institute direct or indirect proceedings against FCL, even in the event of the Patent Applications being subsequently found to be null and void. LGI acknowledge that the SO₂ Reduction Technology is transferred at LGI's risk.

12.6 FCL shall not institute direct or indirect infringement proceedings against LGI for the use of the SO₂ Reduction Technology during the previous testing undertaken by LGI including the pilot tests and catalyst testing.

12.7 LGI assures FCL that all obligations arising out of this contract will be met and that any claims they might make will be dealt with.

13 GUARANTEES FOR THE PROCESS

13.1 LGI shall take responsibility for the obligations it makes to its clients.

13.2 If LGI and FCL both reasonably agree that all or part of the design work that FCL carries out on the Simplified Process Design Package is wrong, FCL shall be responsible for remedying such error(s) at its own cost and expense. FCL shall not be liable for any liabilities, costs, expenses, damages or losses (including any direct or indirect

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consequential losses) suffered or incurred by LGI arising out of or in connection with any error in the design work that FCL carries out on the Simplified Process Design Package.

14 DISPUTES

14.1 The Parties shall endeavour to settle any dispute arising out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) in good faith and in the first instance directly between the Parties.

15 ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter

15.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

16 SEVERABILITY

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable whilst maintaining the original commercial intent of the parties. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement

17 NO WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18 VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

19 RIGHTS OF THIRD PARTIES

A person who is not a Party to this Agreement has no right to benefit or to enforce any term of this Agreement.

20 COUNTERPARTS

20.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

20.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

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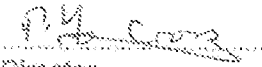
21 GOVERNING LAW AND JURISDICTION

- 21.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 21.2 Each Party irrevocably agrees that the courts of Germany shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

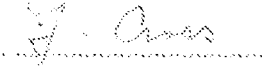
This Agreement is entered into by the Parties on the date at the beginning of this Agreement.

SIGNED BY THE PARTIES AS FOLLOWS

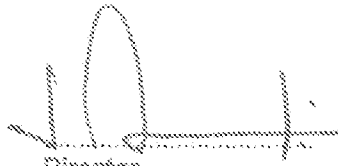
Signed by Peter Frank Cross
for and on behalf of FRANK CROSS
LIMITED


Director
4/12/2015 (date)

Signed by Jacinta Cross
for and on behalf of FRANK CROSS
LIMITED


Director
4.12.2015 (date)

Signed by Stefano Rossati
for and on behalf of LE GAZ
INTEGRAL SAS


Director
9.12.2016 (date)

SCHEDULE 1 - PATENT APPLICATIONS

| Applicant | Short Title | Country | Date Filed | Application No. | Pub Date | Publication No. | Status |
|---------------------|---------------------------|--------------------|------------|-------------------|-----------|--------------------|------------|
| Frank Cross Ltd | Sulphur Dioxide Reduction | Australia | 24-Jun-13 | 2013278055.0 | | | Pending |
| Frank Cross Ltd | Sulphur Dioxide Reduction | Canada | 24-Jun-13 | 2 877 226 | | | Pending |
| Frank Cross Limited | Sulphur Dioxide Reduction | Chile | 24-Jun-13 | 2014-13428 | | | Pending |
| Frank Cross Ltd | Sulphur Dioxide Reduction | Europe | 24-Jun-13 | 13735365.3 | 29-Apr-15 | 2 884 024 | Pending |
| Frank Cross Ltd | Sulphur Dioxide Reduction | United Kingdom | 23-Jun-12 | 1211082.1 | | | Superseded |
| Frank Cross Ltd | Sulphur Dioxide Reduction | United Kingdom | 22-Jun-12 | 1211083.9 | | | Superseded |
| Frank Cross Ltd | Sulphur Dioxide Reduction | United Kingdom | 02-Aug-12 | 1213760.0 | 25-Dec-13 | 2 503 284 | Pending |
| Frank Cross Limited | Sulphur Dioxide Reduction | Russian Federation | 02-Aug-12 | 2012133249.0 | 10-Feb-14 | Bulletin No. 4 | Abandoned |
| Frank Cross Ltd | Sulphur Dioxide Reduction | Russian Federation | 24-Jun-13 | 2013101797.0 | | | Pending |
| Frank Cross Ltd | Sulphur Dioxide Reduction | USA | 24-Jun-13 | 14/408 928 | 04-Jun-15 | US-2015-0151243-A1 | Pending |
| Frank Cross Limited | Sulphur Dioxide Reduction | International | 24-Jun-13 | PC170582013051862 | 27-Dec-13 | WO 2013/190335 | Pending |
| Frank Cross Limited | SO2 Reduction Process | Australia | 03-Mar-14 | 2014232437.0 | | | Pending |
| Frank Cross Ltd | SO2 Reduction Process | Canada | 03-Mar-14 | 2 952 860 | | | Pending |
| Frank Cross Limited | SO2 Reduction Process | Chile | 03-Mar-14 | 2015-03427 | | | Pending |
| Frank Cross Ltd | SO2 Reduction Process | Europe | 03-Mar-14 | 14716371.1 | | | Pending |
| Frank Cross Ltd | SO2 Reduction Process | United Kingdom | 01-Mar-13 | 1303737.9 | | | Superseded |
| Frank Cross Ltd | Catalytic Treatment | United Kingdom | 03-Mar-14 | 1403716.2 | 12-Nov-14 | 2 513 963 | Pending |
| Frank Cross Limited | SO2 Reduction Process | Russian Federation | 13-May-13 | 2013121970.0 | 20-Nov-14 | Bulletin No. 37 | Pending |
| Frank Cross Ltd | SO2 Reduction Process | Russian Federation | 03-Mar-14 | 2015141886 | | | Pending |
| Frank Cross Limited | SO2 Reduction Process | USA | 03-Mar-14 | 14/770 898 | | | Pending |
| Frank Cross Limited | SO2 Reduction Process | International | 03-Mar-14 | PC170582014050619 | 04-Sep-14 | WO 2014/152887 | Pending |

