

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
ELEMENT SIX (PRODUCTION) (PTY) LIMITED	02/17/2015
ELEMENT SIX LIMITED	02/17/2015
ELEMENT SIX (UK) LIMITED	02/17/2015
RECEIVING PARTY DATA	
Name:	ELEMENT SIX ABRASIVES S.A.
Street Address:	48, RUE DE BRAGANCE,
City:	LUXEMBOURG
State/Country:	LUXEMBOURG
Postal Code:	L-1255
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15322603
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>	
Phone:	44 1235 441145
Email:	groupip@e6.com
Correspondent Name:	ELEMENT SIX GROUP INTELLECTUAL PROPERTY
Address Line 1:	G.I.C., FERMI AVENUE, HARWELL CAMPUS,
Address Line 4:	DIDCOT, UNITED KINGDOM OX11 0QR
ATTORNEY DOCKET NUMBER:	PF1294-USW-0
NAME OF SUBMITTER:	DEBORAH BRADLEY
SIGNATURE:	/D.BRADLEY/
DATE SIGNED:	01/04/2017
Total Attachments: 4	
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ASSIGNMENT

- (1) Element Six (Production) (Pty) Limited of PO Box 561, Springs, 1560, South Africa ("E6-ZA");
- (2) Element Six Limited, incorporated and registered in England and Wales with company number 02946965 whose registered office is at Global Innovation Centre, Fermi Avenue, Harwell Oxford, Didcot, Oxfordshire, OX11 0QR, UK ("E6-Ltd-UK");
- (3) Element Six (UK) Limited, incorporated and registered in England and Wales with company number 01050981 whose registered office is at Global Innovation Centre, Fermi Avenue, Harwell Oxford, Didcot, Oxfordshire, OX11 0QR, UK ("E6-UK-Ltd"); and
- (4) Element Six Abrasives S.A, a company registered in Luxembourg under company number B93.186, having its registered office at 42, rue de Bragance, L-1255 Luxembourg ("E6-ASA")

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

WHEREAS:

- A. Between E6-ZA and the Inventor (defined below) and/or between E6-Ltd-UK and the Inventor, and/or between E6-UK-Ltd and the Inventor, an employer/employee relationship or other contractual relationship existed, or may exist at the time the Inventor made or may make an inventive contribution to the Invention (defined below), including inventive contributions made subsequent to signature of this assignment and included in patent applications, patents and supplementary protection certificates which derive or result or claim priority from the Application or otherwise relate to the Invention, whereby all legal rights in the Invention and the Application belong to E6-ZA and/or E6-Ltd-UK and/or E6-UK-Ltd respectively by virtue of the employment or other contractual relationship.
- B. By virtue of certain Earlier Agreements (defined below) between the Parties, and in some cases involving the third party E6-Ltd-IE (defined below), all E6-ZA's rights, if any, in the Invention and the Application, all E6-UK-Ltd's rights, if any, in the Invention and the Application and all E6-Ltd-UK's rights, if any, in the Invention and the Application are the property of E6-ASA.
- C. The parties have agreed to execute this Assignment for the purpose of ensuring that all legal rights in the Invention and the Application which at any time have been or are vested in any of the Parties, and all other intellectual property rights relating thereto, shall vest in E6-ASA, and to confirm E6-ASA's title to the same.

AGREED TERMS

Definitions

"Application" shall mean, collectively and severally, the patent application(s) set out in the table below and any application or patent which has been, or may in the future be, derived therefrom.

Country	Application No. and Application Date	Inventors	Title	References
GB	1411676.8 filed on 01 July 2014	Maweja KASONDE; Mehmet Serdar OZBAYRAKTAR; Valentine KANYANTA; and Teresa RODRIGUEZ SUAREZ.	Super Hard Construction & Methods of Making Same	PF1294-GB-0

"E6-Ltd-IE" shall mean Element Six Limited, a company registered in Ireland under company no 365394) having its registered address at Shannon Airport, County Clare, Ireland.

"Earlier Agreements" shall comprise the following agreements:

- Sub-Contractor Agreement relating to Research & Development Services between E6-Ltd-IE, E6-ZA and E6-ASA which agreement is dated 28 June 2011, and related Letter of Direction from E6-Ltd-IE to E6-ZA dated 17 Oct 2013;
- Sub-Contractor Agreement relating to Research & Development Services between E6-Ltd-IE, E6-Ltd-UK and E6-ASA, dated 02 December 2013 and effective 25 November 2013;
- Re-charge Agreement between E6-UK-Ltd and E6-Ltd-UK, dated 05 June 2014, and effective 25 November 2013; and
- Agreement between E6-Ltd-IE, E6-Ltd-UK, E6-UK-Ltd and E6-ASA, last signed 11 July 2014 relating to intellectual property created in the initial period following establishment of the Element Six Global Innovation Centre in Harwell, Oxfordshire.

"Invention" shall mean the invention which is the subject of the Application.

"Inventor" shall mean David Christian BOWES.

Assignment

- 1.1 In consideration of sum of US\$1 (one US dollar) paid by E6-ASA to E6-ZA, receipt of which is hereby acknowledged, E6-ZA confirm the assignment of its right title and interest, if any, in the Invention and the Application directly or indirectly to E6-ASA and as necessary assigns its right title and interest in the Invention and the Application to E6-ASA, and E6-ASA confirms its acceptance of the same, and as necessary accepts the same.
- 1.2 In consideration of sum of US\$1 (one US dollar) paid by E6-ASA to E6-Ltd-UK, receipt of which is hereby acknowledged, E6-Ltd-UK confirm the assignment of its right title and interest, if any, in the Invention and the Application directly or indirectly to E6-ASA and as necessary assigns its right title and interest in the Invention and the Application to E6-ASA, and E6-ASA confirms its acceptance of the same, and as necessary accepts the same.
- 1.3 In consideration of sum of US\$1 (one US dollar) paid by E6-ASA to E6-UK-Ltd, receipt of which is hereby acknowledged, E6-UK-Ltd confirm the assignment of its right title and interest, if any, in the Invention and the Application directly or indirectly to E6-ASA and as necessary assigns its right title and interest in the Invention and the Application to E6-ASA, and E6-ASA confirms its acceptance of the same, and as necessary accepts the same.
- 1.4 For circumstances in accordance with clause 1.1, clause 1.2 or clause 1.3, where by virtue of the Earlier Agreements the assignment to E6-ASA was indirect, E6-UK-Ltd, E6-Ltd-UK or E6-ZA acting as a first assignor ("First Assignor") and another of E6-ZA, E6-UK-Ltd and E6-Ltd-UK acting as an intermediate assignee ("Intermediate Assignee") which subsequently assigned to E6-ASA, in consideration of the sum of US\$1 (one US dollar) paid by the Intermediate Assignee to the First Assignor, receipt of which is hereby acknowledged, the First Assignor confirms the assignment of its right title and interest in the Invention and the Application to the Intermediate Assignee, and the Intermediate Assignee confirms its acceptance of the same, and both the First Assignor and the Intermediate Assignee acknowledge that where this applies the Intermediate Assignee subsequently assigned the same to E6-ASA in accordance with clause 1.1, 1.2 or 1.3.
- 1.5 The effective date of the assignments referred to in clauses 1.1, 1.2 and 1.3 shall be the date of invention.
- 1.6 The right title and interest in the Invention and the Application, which are transferred by this Assignment directly or indirectly to E6-ASA, include 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.
- 1.7 The Parties agree to execute all such documents as may be required to ensure the vesting in E6-ASA of all E6-ZA's rights and interests in the Invention, Application and Patent Rights, all E6-UK-Ltd's rights and interests in the Invention, Application and Patent Rights and all E6-Ltd-UK's rights and interests in the Invention, Application and Patent Rights, all at the expense of E6-ASA.
- 1.8 Each Party authorises and requests his/her 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.
- 1.9 This Assignment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.
- 2.0 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 on behalf of
Element Six (Production) (Pty) Limited
Springs, South Africa

Signature: _____
Name: Angus MacDonald HUDSON
Position: Director
Date: _____

Signed on behalf of
Element Six (UK) Limited
Oxfordshire, UK

Signature: _____
Name: Daniel Patrick COADY
Position: Director
Date: _____

Signed on behalf of
Element Six Limited
Oxfordshire, UK

Signature: _____
Name: John Andrew RILSHAW
Position: Director
Date: 17.2.15

Signed on behalf of
Element Six Abrasives S.A.
Luxembourg

Signature: _____
Name: Susan Jane FLETCHER WATTS
Position: Authorised Signatory
Date: 17 February 2015