

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HENKEL (CHINA) CO. LTD.	06/17/2016
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:	15443476
CORRESPONDENCE DATA	
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<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:	PT032051/US
NAME OF SUBMITTER:	JAMES E. PIOTROWSKI
SIGNATURE:	/James E. Piotrowski/
DATE SIGNED:	04/24/2017
Total Attachments: 3	
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INVENTION ASSIGNMENT AGREEMENT

By and between:

Henkel (China) Co. Ltd. a corporation organised and existing under the laws of China with its principal office at Zhangheng Road No. 928, Zhangjiang High Technology Park, Pudong New Area, 201203 Shanghai and hereafter referred to as "**Henkel (China) Co. Ltd.**".

And

HENKEL AG & Co. KGaA, a corporation organised and existing under the laws of Germany, with its principal office at Henkelstrasse 67, 40589 Düsseldorf, Germany, and hereafter referred to as "**HENKEL KGaA**".

PREAMBLE

Whereas Henkel is a company operating worldwide with leading brands and technologies in three main business areas: Laundry & Home Care, Cosmetics/Toiletries and Adhesive Technologies.

Whereas a Research and Development Services Agreement (hereafter "R&D Agreement") has been entered between Henkel (China) Co. Ltd., a Chinese affiliate, and the German parent company HENKEL KGaA, by virtue of which results from the services conducted by Henkel (China) Co. Ltd. under the R&D Agreement are to be owned and made available to HENKEL KGaA. In particular, any inventions (including designs) made by Henkel (China) Co. Ltd. in the course of the R&D Agreement shall be transferred to HENKEL KGaA so that it may apply for the corresponding intellectual property rights.

Whereas Henkel (China) Co. Ltd. has rights in or to an invention or inventions (hereinafter referred to as "the Invention") developed by Henkel (China) Co. Ltd. under the R&D Agreement which are described in International patent application under the Patent Cooperations Treaty number PCT/CN2014/085538 filed on 29th day of August 2014 (hereinafter referred to as "the PCT Application") and Taiwanese patent application number 104128497 filed on 28th day of August 2015 (internal reference number: PT032051).

To clarify aspects related to the ownership of the Inventions, the parties agree as follows:

In accordance with the R&D Agreement entered between the parties, Henkel (China) Co. Ltd. assigns to HENKEL KGaA, 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, Henkel (China) Co. Ltd. agrees that HENKEL KGaA 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.

HENKEL KGaA will be the sole owner of the resulting intellectual property rights and will freely enjoy them.

Henkel (China) Co. Ltd. warrants that it is the sole owner of the intellectual property rights on the Invention, of the PCT applications and the Priority application that are presently assigned to HENKEL KGaA. In particular, Henkel (China) Co. Ltd. warrants that the rights on the present Invention originally belong to Henkel (China) Co. Ltd. by virtue of employment contract(s) with the inventor(s) or have been assigned to Henkel (China) Co. Ltd. by a written agreement.

As far as necessary, should the Invention partially or entirely encompass aesthetic aspects constituting a design (hereinafter the "Design"), Henkel (China) Co. Ltd. assigns to HENKEL KGaA, who accepts, the full and exclusive patrimonial rights belonging to and arising from the Design, from the origin of its conception and for the entire world.

In that respect, it is expressly agreed that this assignment of rights on the Design encompasses all the aspects of said Design and includes at least the assignment of the following rights:

- ✓ the right to exploit, to use and to re-use the Design, in a whole or in part, for the activities and benefit of HENKEL KGaA or of third parties;
- ✓ the right to modify, adapt or transform the Design, in particular to adapt it to technical constraints;
- ✓ the right to reproduce the Design in an unlimited manner by any appropriate process and on any support presently known, namely by: impression, photography, sketches and technical drawings, molding, extrusion, mechanical construction or any industrial production process, cinematographical or magnetic recordings, copies, microfilms, scanning on any medium (CD-ROM, DVD-ROM, hard disk, floppy disk, tape, magnetic disk or tape, RAM or ROM);
- ✓ the rights to license and sub-license the Design;
- ✓ the right to distribute copies and cause the distribution of the Design;
- ✓ the right to display and communicate the Design to the public by telecommunication, by electronic publication, by press information services, by downloadable and non-downloadable files, by communication with computer terminals; by sending of telegrams, messages and wire service, by electronic and non-electronic publications; or by any other media of expression now known or later developed;
- ✓ the right to reproduce the Design by any technical procedure into paper, digital, electronic or non-electronic format;
- ✓ the right to integrate and incorporate into any existing or future work;
- ✓ the right to transfer to another environment (hardware, software, computer electronic, Web, multimedia or other);
- ✓ the right to improve and prepare derivatives of the Design;
- ✓ the right to store the Design;
- ✓ the right to offer for sale, distribute, commercialize, disseminate the Design, by any means, including renting and lending, either free of charge or subject to payment;
- ✓ the right to assign the presently assigned rights, in part or as a whole, and namely to grant any third party any agreement relating to the reproduction, distribution, broadcasting, commercialising, manufacturing, in any form, on any medium and by any possible means, be it free of charge or subject to payment;
- ✓ the right to intervene against any conflicting use and/or registration of identical or other design(s) and/or products representing or containing the Design.

The present assignment of rights on the Design is made for the duration of the patrimonial rights and this in each of the respective countries.

Any financial compensation or financial aspect between Henkel (China) Co. Ltd. and HENKEL KGaA in respect of the present assignment will be settled according to the obligations and undertakings contained in the above-mentioned R&D Agreement.

Henkel (China) Co. Ltd. does not warrant the patentability of the Invention and declines any liability in this respect. HENKEL KGaA, respectively its successors and assigns, shall bear all the costs and risks related to obtaining intellectual property rights covering said invention.

Despite the present assignment, Henkel (China) Co. Ltd. remains responsible for inventor compensations to be paid in respect of the Invention.

HENKEL KGaA is committed to respecting the moral right of the inventors to be cited as inventors or author of a Design, as the case may be, in any intellectual property rights application(s) or titles relating to the Invention and applied for by HENKEL KGAA, unless the inventors explicitly request in writing that—as far as possible—they shall not be cited as inventors on such intellectual property rights application(s).

Henkel (China) Co. Ltd. undertakes to make its best efforts to assist HENKEL KGaA, or its successors and assigns, upon request with regard to ownership and assignment matters of

intellectual property rights relating to the Invention in any country, in particular to sign any documents that may be required to certify or register an assignment of invention of the Invention, to file patent applications or to claim priority of the Invention, all without any further consideration but at no costs for Henkel (China) Co. Ltd..

The interpretation, validity and execution of this Agreement shall be governed in all respects by German law.

The assignment shall be effective with the signature of the present Agreement. Any dispute, which may arise between the parties concerning the interpretation or the execution of the present Agreement shall be amicably settled. Any such dispute on which no amicable settlement can be reached within a time limit of three weeks as of notification of the object of dispute by registered letter with advice of delivery, shall be subject to the exclusive jurisdiction of the German courts to which the parties hereto agree to submit.

Should any provision of this Agreement be or become invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of the Agreement as such. In such case the parties shall negotiate with the view to substitute the invalid or unenforceable provision by a provision that comes as close as possible to the original understanding or intention of the parties.



For Henkel (China) Co. Ltd.

Name: *Jeremy Andrew Hunter*
Title: *President of Henkel Great China*

[Signature]
.....
(signature)

Date:
Name: *Yuezhi Shen*
Title: *Chief Legal Counsel of Henkel Great China and Korea*

[Signature]
.....
(signature) *Yuezhi Shen*
Date:

For HENKEL AG & Co. KGaA

Name: Dr. Wilhelm Hemme
Title: Corporate Manager Patents

[Signature]
.....
(signature)

Date: 17.06.2016
Name: Dr. Stefan Kucken
Title: Corporate Director Patents

[Signature]
.....
(signature)
Date: 17.06.2016