504417250 06/16/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4463950

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CYTEC INDUSTRIES INC.	06/01/2017

RECEIVING PARTY DATA

Name:	CYTEC OLEAN INC.
Street Address:	1405 BUFFALO STREET
City:	OLEAN
State/Country:	NEW YORK
Postal Code:	14760

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14950208

CORRESPONDENCE DATA

Fax Number: (203)321-2971

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: 203-321-2916

Email: StamfordPatent@Solvay.com

Correspondent Name: CHARLES E. BELL

Address Line 1: CYTEC INDUSTRIES INC.
Address Line 2: 1937 WEST MAIN STREET

Address Line 4: STAMFORD, CONNECTICUT 06902

ATTORNEY DOCKET NUMBER:	13034S-US-NP
NAME OF SUBMITTER:	CHARLES E. BELL REG # 48128
SIGNATURE:	/Charles E. Bell/
DATE SIGNED:	06/16/2017

Total Attachments: 8

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DECLARATION OF ASSIGNMENT

This Declaration of Assignment (this "Declaration") is made by and between **Cytec Industries Inc.**, a Delaware corporation having offices at 5 Garret Mountain Plaza, Woodland Park, NJ 07424 (the "ASSIGNOR"), and **Cytec Olean Inc.**, a Delaware corporation having offices at 1405 Buffalo Street, Olean, NY 14760 (the "ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the whole interest in certain intellectual property assets and inventions therein identified as Exhibit A hereto, which are related to the business of ASSIGNEE ("Contributed Intellectual Property"), and ASSIGNOR desires to assign its entire right, title and interest in and to the Contributed Intellectual Property to ASSIGNEE;

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in and to Contributed Intellectual Property and the inventions therein from ASSIGNOR; and

WHEREAS, ASSIGNOR and ASSIGNEE have entered into that certain Stock Purchase Agreement, dated as of December 23, 2016 (the "Stock Purchase Agreement"), pursuant to which ASSIGNOR has contributed and assigned to ASSIGNEE, and ASSIGNEE has acquired and accepted, the Contributed Intellectual Property and certain obligations and liabilities all as defined and more fully described in, and subject to the terms and conditions set forth in, the Stock Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in the Stock Purchase Agreement, and/or for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNOR and ASSIGNEE hereby agree as follows:

1. ASSIGNOR further assigns and transfers to ASSIGNEE and any of its successors, assigns and legal representatives, and ASSIGNEE accepts: (1) ASSIGNOR's 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 Contributed Intellectual Property, 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 ASSIGNOR's name at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications of the Contributed Intellectual Property 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; (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 inventions, discoveries and applications of the Contributed Intellectual Property; and (5) generally speaking, the full and complete right to take all action required that may occur for the registration, procurement, assignment, licensing, abandonment, assertion, and/or defense

of the Contributed Intellectual Property, as well as all rights to collect past damages for infringement any of the foregoing.

- 2. ASSIGNOR hereby authorizes and requests 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 or any of its successors, assigns, and legal representatives of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment not been made.
- 3. ASSIGNOR agrees, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE at ASSIGNEE's expense any additional applications for patents for said Contributed Intellectual Property, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said Contributed Intellectual Property inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.
- 4. ASSIGNOR further agrees at any time to execute and to deliver upon request of the ASSIGNEE at ASSIGNEE's expense such additional documents, if any, as are necessary or desirable to secure patent protection on said Contributed Intellectual Property 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 Declaration of Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and capital contribution as may be necessary or desirable.
- 5. ASSIGNOR hereby covenants that no previous assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Declaration of Assignment.
- 6. ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said Contributed Intellectual Property and legal equivalents as may be known and accessible to ASSIGNOR, and that ASSIGNOR will testify as to the same in any interference, litigation or proceeding related thereto, at ASSIGNEE's expense, 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 Contributed Intellectual Property, and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.
- 7. The terms, covenants, and provisions of this Declaration shall inure to the benefit of ASSIGNEE, its successors, assigns, and other legal representatives, and shall be binding upon ASSIGNOR, its successors, assigns, and other legal representatives.
- 8. Except as provided by the terms of the Stock Purchase Agreement, ASSIGNOR disclaims any warranty with respect to validity, enforceability, and/or payment of

- maintenance or renewal fees beyond the Closing Date of the Stock Purchase Agreement, in respect to the Contributed Intellectual Property.
- 9. As provided by the Stock Purchase Agreement, this Declaration of Assignment as an Ancillary Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would result in the application of the Law of any other jurisdiction.
- 10. No amendment, modification or alteration of the terms or provisions of this Declaration 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 Declaration of Assignment. This document may be executed in one or more counterparts, with a copy having the same effect as an original signature.

IN WITNESS WHEREOF the ASSIGNOR and ASSIGNEE have executed this document by their duly authorized representatives:

CYTEC INDUSTRIES INC.

By: Oudland Saraman Name: Anthony Sarano Title: Secretary

Subscribed and sworn to before me this

My commission expires

DONNA M. BONFIGLIO NOTARY PUBLIC STATE OF NEW JERSEY ID # 2340971 MY COMMISSION EXPIRES FEB. 25, 2021

[Signature Page to Declaration of Assignment (Cytec Industries)]

CYTEC OLEAN INC.

By: Children Suzano Name: Anthony Staviano Title: Secretary

State of New Jersey

County of Mercer

Subscribed and sworn to before me this _

_day of <u>June</u> 2017

Notary Public

My commission expires

DONNA M. BONFIGLIO

NOTARY PUBLIC

STATE OF NEW JERSEY

ID # 2340971

MY COMMISSION EXPIRES FEB. 25, 2021

[Signature Page to Declaration of Assignment (Cytec Industries)]

Exhibit A

Contributed Intellectual Property

Case Family	Country	Filing No.	Filing Date	Publication No.	Publication Date	Listed Owner
13023S	USA	61/829681	31 May 2013	N/A	N/A	N/A
13024S	USA	61/951714	12 March 2014	N/A	N/A	N/A
13034S	USA	62084635	26 November 2014	N/A	N/A	N/A
15008S	USA	62/145504	9 April 2015	N/A	N/A	N/A
13023S	Canada	2913996	31 May 2014	Not Available	Not Available	Cytec Industries Inc.
13023S	Canada	2913565	29 November 2014	Not Available	Not Available	Cytec Industries Inc.
13023S	China	201480038041.8	31 May 2014	CN 105358638A	24 Feb. 2016	Cytec Industries Inc.
13023S	China	201480037777.3	29 November 2014	CN 105683316 A	15 June 2016	Cytec Industries Inc.
13023S	EPO	14733036.9	31 May 2014	2997099	23 March 2016	Cytec Industries Inc.
13023S	ЕРО	14816024.5	29 November 2014	2997100	23 March 2016	Cytec Industries Inc.
13023S	India	3907/KOLNP/2015	31 May 2014	Not Available	Not Available	Cytec Industries Inc.
13023S	India	4133/KOLNP/2015	29 November 2014	Not Available	Not Available	Cytec Industries Inc.

Case Family	Country	Filing No.	Filing Date	Publication No.	Publication Date	Listed Owner
13023S	Japan	2016-517071	31 May 2014	2016-529333	23 Sep. 2016	Cytec Industries Inc.
13023S	Japan	2017-515665	29 November 2014	Not Available	Not Available	Cytec Industries Inc.
13023S	South Korea	7036488/2015	31 May 2014	10-2016- 0014677	11 Feb. 2016	Cytec Industries Inc.
13023S	South Korea	7036490/2015	29 November 2014	Not Available	Not Available	Cytec Industries Inc.
13023S	Mexico	MX/a/2015/016482	31 May 2014	MX2015016482	21 June 2016	Cytec Industries Inc.
13023S	Mexico	MX/a/2015/016483	29 November 2014	MX2015016483	7 July 2016	Cytec Industries Inc.
13023S	USA	14/556116	29 November 2014	US-2015- 0077947-A1	19 March 2015	Cytec Industries Inc.
13023S	USA	14292876	31 May 2014	US-2014- 0355225-A1	4 December 2014	Cytec Industries Inc.
13023S	PCT	PCT/US14/40421	31 May 2014	WO14194303 A1	4 December 2014	Cytec Industries Inc.
13023S	РСТ	PCT/US14/67837	29 November 2014	WO 2015/183339	4 February 2016	Cytec Industries Inc.
13024S	Canada	2942481	11 March 2015	Not Available	Not Available	Cytec Industries Inc.
13024S	China	201580025242.9	11 March 2015	Not Available	Not Available	Cytec Industries Inc.
13024S	EPO	15712752.3	11 March 2015	Not Available	Not Available	Cytec Industries Inc.

Case Family	Country	Filing No.	Filing Date	Publication No.	Publication Date	Listed Owner
13024S	India	201647034610	11 March 2015	Not Available	Not Available	Cytec Industries Inc.
13024S	Japan	2016-557044	11 March 2015	Not Available	Not Available	Cytec Industries Inc.
13024S	South Korea	7028311/2016	11 March 2015	Not Available	Not Available	Cytec Industries Inc.
13024S	USA	14644453	11 March 2015	US-2015- 0259583-A1	17 Sept. 2015	Cytec Industries Inc.
13024S	PCT	PCT/US15/19882	11 March 2015	WO 2015/138561	17 Sept. 2015	Cytec Industries Inc.
13034S	Canada	Not Yet Provided	26 Nov. 2015	Not Yet Available	N/A	Cytec Industries Inc.
13034S	China	Not Yet Provided	26 Nov. 2015	Not Yet Available	N/A	Cytec Industries Inc.
13034S	ЕРО	Not Yet Provided	26 Nov. 2015	Not Yet Available	N/A	Cytec Industries Inc.
13034S	India	201747018069	26 Nov. 2015	Not Yet Available	N/A	Cytec Industries Inc.
13034S	Japan	2017-528518	26 Nov. 2015	Not Yet Available	N/A	Cytec Industries Inc.
13034S	Korea	Not Yet Provided	26 Nov. 2015	Not Yet Available	N/A	Cytec Industries Inc.
13034S	Mexico	MX/a/2017/006936	26 Nov. 2015	Not Yet Available	N/A	Cytec Industries Inc.
13034S	Malaysia	PI 2017000726	26 Nov. 2015	Not Yet Available	N/A	Cytec Industries Inc.

Case Family	Country	Filing No.	Filing Date	Publication No.	Publication Date	Listed Owner
13034S	Thailand	1701002935	26 Nov. 2015	Not Yet Available	N/A	Cytec Industries Inc.
13034S	USA	14950208	24 November 2015	20160145476A1	26 May 2016	Cytec Industries Inc.
13034S	Vietnam	1-2017-01976	26 Nov. 2015	Not Yet Available	N/A	Cytec Industries Inc.
13034S	РСТ	PCT/US15/62342	26 November 2015	WO 16085938	2 June 2016	Cytec Industries Inc.
15008S	Taiwan	105111259	11 April 2016	Not Available	Not Available	Cytec Industries Inc.
15008S	USA	15/092892	7 April 2016	US-2016- 0298009	13 October 16	Cytec Industries Inc.
15008S	РСТ	PCT/US16/26347	7 April 2016	WO 2016/164526	13 October 16	Cytec Industries Inc.

RECORDED: 06/16/2017