

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4487169

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ETH ZURICH	09/23/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	DOW GLOBAL TECHNOLOGIES LLC	
<b>Street Address:</b>	2040 DOW CENTER	
<b>City:</b>	MIDLAND	
<b>State/Country:</b>	MICHIGAN	
<b>Postal Code:</b>	48674	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15539225
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(937)449-6405	
<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>		
<b>Phone:</b>	937-449-6400	
<b>Email:</b>	christi.provini@dinsmore.com	
<b>Correspondent Name:</b>	DINSMORE & SHOHL LLP	
<b>Address Line 1:</b>	FIFTH THIRD CENTER, ONE S. MAIN STREET	
<b>Address Line 2:</b>	SUITE 1300	
<b>Address Line 4:</b>	DAYTON, OHIO 45402	
<b>ATTORNEY DOCKET NUMBER:</b>	DOW 77191 PA / 40224-960	
<b>NAME OF SUBMITTER:</b>	CHRISTI PROVINI	
<b>SIGNATURE:</b>	/Christi Provini/	
<b>DATE SIGNED:</b>	06/30/2017	
<b>Total Attachments: 5</b>		
source=Assignment - ETH Zurich to Dow Global#page1.tif		
source=Assignment - ETH Zurich to Dow Global#page2.tif		
source=Assignment - ETH Zurich to Dow Global#page3.tif		
source=Assignment - ETH Zurich to Dow Global#page4.tif		
source=Assignment - ETH Zurich to Dow Global#page5.tif		

This Assignee Acceptance 660 is in the ENGLISH language and has the same meaning in other languages with the same 660 number.

This Assignee Acceptance 660 is in the ENGLISH language and has the same meaning in other languages with the same 660 number.  
FORM 660

## ASSIGNEE ACCEPTANCE

WE, the ASSIGNEE: **DOW GLOBAL TECHNOLOGIES LLC**  
2040 Dow Center  
Midland, Michigan 48674  
United States of America

hereby accept the ASSIGNMENT which is dated: December 3, 2015

From, the ASSIGNOR:  
**ETH ZURICH**  
Rämistrasse 101  
8092 Zurich  
SWITZERLAND

of the invention entitled:

### POLYETHYLENE COMPOSITIONS WITH IMPROVED OPTICAL PROPERTIES

without any restrictions and with all rights and obligations deriving therefrom and declare that this confirmation of acceptance shall be deemed a part of the said ASSIGNMENT.

Signed at Midland, Michigan 48674, USA

this 4 day of Dec, 20 15

CORP.  
SEAL

**DOW GLOBAL TECHNOLOGIES LLC**

By: Susan M Zerull

**SUSAN M. ZERULL**  
Authorized Representative

## NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA )  
STATE OF MICHIGAN ) SS  
County/Parish of Midland )

On this 4 day of December, 20 15, personally appeared before me, **SUSAN M. ZERULL**, Authorized Representative, known or identified to me to be the individual described in and who executed the foregoing document and acknowledged the same as a free act and deed for uses and purposes therein expressed by authority of the said entity organized and existing under the laws of the **State of Delaware, United States of America**.

I further certify that said authority, dated **June 1, 2014**, is based on

**A delegation of signature authority of said Limited Liability Company**

which I have seen, appointing the said individual Authorized Representative with full power to sign the foregoing document on behalf of the said entity and that the purposes for which said document is granted are within the scope of the objects or activities of said entity.

SEAL

Kathy Sue Wert

Kathy Sue Wert  
Kathy Sue Wert  
NOTARY PUBLIC, MIDLAND COUNTY, MICHIGAN  
MY COMMISSION EXPIRES APRIL 07, 2018

## ASSIGNMENT of INTELLECTUAL PROPERTY RIGHTS

This Assignment is made and entered into by and between:

ETH Zurich,  
Raemistrasse 101, 8092 Zurich (Switzerland)

- hereinafter referred to as "**Assignor**" -

and

DOW Global Technologies LLC  
Delaware (USA)

- hereinafter referred to as "**Assignee**" -

hereinafter referred individually to as "Party" or collectively the "Parties",

WHEREAS, the Parties entered into a Master Technology Agreement on August 1<sup>st</sup>, 2004 (hereafter referred to as the "Master Agreement") and a Supplemental Agreement on August 21<sup>st</sup>, 2012 (hereafter "Supplemental Agreement"), according to which Assignor and Assignee carry out certain research activities concerning to "Enhancing the nucleation/clarification of polyethylene" (hereafter "Project").

WHEREAS, pursuant to the Supplemental Agreement, any and all results, ideas or inventions which derive from the Project (hereafter referred to as the "Results"), carried out by Assignor and Assignee, shall be owned by the Assignor.

WHEREAS, the Parties have identified certain Results related to polyethylene compositions with improved optical properties in the course of the Project (hereinafter the "Polyethylene Compositions Results").

WHEREAS, after good faith negotiations, the Assignee wishes to acquire proprietary rights over the Assignor's Results deriving from such research activities in the Project, and the Assignor is willing to assign its Assignor's Share to Assignee.

Now, therefore, in consideration of the mutual covenants and agreements set forth below, the Parties covenant and agree as follows:

#### Article 1 – DEFINITIONS

"Agreement": means the present Assignment of Intellectual Property Right agreement;

"Master Technology Agreement": means the Master Technology Agreement signed between ETH Zurich and DOW August 1<sup>st</sup>, 2004;

*rw* "Supplemental Agreement": means the Supplemental Agreement signed between ETH Zurich and DOW on <sup>August</sup> 21<sup>st</sup>, 2012;

"Polyethylene Compositions Results": means any and all material, information, technology, data or other findings or inventions, patentable or not, directly resulting from the research performed under the Supplemental Agreement and relating to polyethylene compositions with improved optical properties.

"Assignor's IPR Ownership": means the intellectual property rights owned by Assignor over the Polyethylene Compositions Results.

"Effective Date": means the date of the last signature of the Parties on this Agreement.

#### Article 2 – PURPOSE OF THE AGREEMENT

2.1 On the Effective Date, the Assignor hereby transfers to the Assignee, who accepts, the full and unrestricted proprietary rights over Assignor's IPR Ownership, including the right to protect Polyethylene Compositions Results by intellectual property rights. As a result of such assignment, Assignee shall then own all rights, title and interests over the Polyethylene Compositions Results, and shall have the unrestricted right to protect such Polyethylene Compositions Results by any intellectual property rights, including the right to file patent applications, in its own name, at its own discretion and its own costs.

2.2 In case employees of Assignor have made an inventive contribution to certain Polyethylene Compositions Results which Assignee intends to protect through patents or any other intellectual property right, Assignee undertakes to designate such Assignor's employees as inventors of any such patent or other intellectual property right.

### **Article 3 – PRICE**

The assignment is made and granted in full consideration by Assignee to Assignor free-of-charge.

### **Article 4 – WARRANTIES**

The Assignor declares that, to the best of his knowledge, he is the proprietor of the Assignor's IPR Ownership, and hereby declares that he assigns the said Assignor's IPR Ownership and all his rights, title and interest in and to the said Assignor's IPR Ownership, to Assignee, together with all rights of action, power and benefit belonging or accrued arising therefrom including the right to take proceedings to recover damages and claim all other relief in respect of any acts of infringement thereof whether such acts shall have been committed before or after the date of this assignment. Assignee hereby declares that he accepts such assignment.

### **Article 5 – PUBLICATION**

The Parties agree that the publication rules of the Master Technology Agreement apply to the Polyethylene Compositions Results assigned to Assignee under this Agreement.

### **Article 6 – USE OF RESULTS**

Assignee hereby grants Assignor a non-exclusive, worldwide, perpetual, unrestricted and free-of-charge license on the Polyethylene Compositions Results and to any protected intellectual property rights derived thereof.

### **Article 7 – SEVERABILITY**

In the event that any clause of this Agreement shall be held to be illegal, void, or ineffective, the remaining clauses hereof shall remain in full force and effect. The invalid, illegal, or unenforceable clause shall be replaced to the extent possible by valid clauses the economic and legal effect of which comes as close as legally possible to that of the original clause.

### **Article 8 – ENTIRE AGREEMENT**

This Agreement sets forth the entire understanding and agreement between the Parties with respect to the subject matter hereof and cancels and supersedes all previous agreements, promises, representations, and understandings, written or oral, between the Parties with respect to the subject matter hereof.

**Article 9 – INDEPENDENT CONTRACTORS**

It is understood that both Parties hereto are independent contractors and engage in the operation of their own respective businesses and neither Party hereto is to be considered the agent of the other.


**Article 10 – APPLICABLE LAW AND JURISDICTION**

This Agreement shall be interpreted and construed, and its performance shall be governed by Swiss law. The exclusive place of jurisdiction shall be Zurich.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of

ETH Zurich


Zurich, 23. 9. 15



Prof. Dr. Detlef Günther  
Vice President Research  
and Corporate Relations

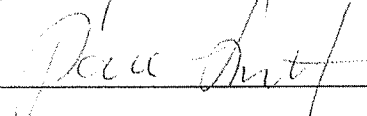
DOW GLOBAL TECHNOLOGIES LLC

Place/Date, Midland, Michigan



JMS Name: Susan M. Zerull  
Title: Authorized Representative

Zurich, 16.09.2015



Prof. Dr. Paul Smith  
Institute of Polymers

Place/Date, Midland Michigan USA  
December 3, 2015

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*tw*