# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4589156

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
JOHNSON MATTHEY FUEL CELLS LIMITED	09/05/2017

## **RECEIVING PARTY DATA**

Name:	TECHNICAL FIBRE PRODUCTS LIMITED
Street Address:	BURNESIDE
City:	KENDAL, CUMBRIA
State/Country:	ENGLAND
Postal Code:	LA9 6PZ

## **PROPERTY NUMBERS Total: 3**

Property Type	Number
Application Number:	15350345
Application Number:	14350184
Application Number:	15116572

## CORRESPONDENCE DATA

Fax Number: (215)568-3439

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: 215-568-3100

Email: assignments@woodcock.com **Correspondent Name: BAKER & HOSTETLER LLP** Address Line 1: CIRA CENTRE - 12TH FLOOR

Address Line 2: 2929 ARCH STREET

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19104

ATTORNEY DOCKET NUMBER:	03291.000089/124/72
NAME OF SUBMITTER:	JANIS CALVO
SIGNATURE:	/Janis Calvo/
DATE SIGNED:	09/12/2017

## **Total Attachments: 7**

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> **PATENT REEL: 043552 FRAME: 0512** 504542449



PATENT REEL: 043552 FRAME: 0513

#### ASSIGNMENT AGREEMENT

THIS AGREEMENT is made on the date of the last signature below

#### BETWEEN

- (1) TECHNICAL FIBRE PRODUCTS LIMITED, a company incorporated and registered in England with company number 02053047, the registered office of which is at Burneside, Kendal, Cumbria LA9 6PZ (hereinafter "Assignee"); and
- (2) JOHNSON MATTHEY FUEL CELLS LIMITED, a company incorporated and registered in England with company number 04393161, the registered office of which is at 5th Floor, 25 Farringdon Street, London EC4A 4AB, England (hereinafter "Assignor").

(Parties (1) and (2) being referred to in this Agreement together as "the Parties" and each as a "Party").

#### WHEREAS

- (A) Assignor and Assignee are jointly the registered proprietors of the existing patents and patent applications listed in Annex 1 (hereinafter the "Patent Rights");
- (B) Assignor and Assignee have agreed that Assignor shall transfer ownership of Assignor's share of the Patent Rights to Assignee;

NOW, therefore, IT IS AGREED by and between the Parties hereto as follows:

- (1) In consideration of the sum of £1 sterling paid by Assignee, receipt of which is acknowledged by Assignor, Assignor hereby assigns with full title guarantee its respective right, title and interest in the Patent Rights to Assignee as well as the benefit of any and all statutory and common law rights attaching thereto.
- (2) The rights assigned under Clause 1 includes all rights, powers and benefits arising from and accrued to the Patent Rights including the right to sue for damages and other remedies in respect of any infringement of such rights prior to the date of this Assignment and any damages obtained as a result of such action.
- (3) The Assignor covenants that, at the request of the Assignee, it shall do all such further acts and execute all such documents as may be reasonably necessary or reasonably desirable both to secure the proper vesting in the Assignee of all rights assigned to the Assignee and to assist in the resolution of any question concerning the Patent Rights.
- (4) Assignor warrants to Assignee:
  - (a) that all fees due to the date of the agreement in respect of the Patent Rights have been paid;
  - (b) that Assignor has neither entered into any agreement nor appointed any licensees nor given any other person permission to work the invention claimed in the Patent Rights;

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- (c) that Assignor is unaware of any infringement of the Patent Rights or any reason why the Patent Rights may be capable of being refused or rejected by the national patent offices; and
- (d) that all previous assignments of the Patent Rights are valid, and Assignor is properly recorded as a proprietor at the national patent offices.
- (5) It is hereby agreed between the Parties that
  - (a) Assignor will register Assignee as the owner of the Patent Rights and the costs incurred in connection with the registration of Assignee as owner of the Patent Rights shall be met by Assignor; and
  - (b) From the date of this assignment, Assignee will assume responsibility for the prosecution and maintenance of the Patent Rights. Assignee shall meet the cost of prosecuting and maintaining the Patent Rights.
- (6) Assignee hereby grants to Assignor a perpetual, irrevocable, non-exclusive, royalty-free licence to the Patent Rights for the use, manufacture and sale of membrane electrode assemblies or components thereof for use in electrochemical applications only.
- (7) This Agreement shall be governed by English law and the parties hereto submit to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed

Signed:	For and on behalf of TECHNICAL FIBRE PRODUCTS LIMITED
Name:	MARGER THOMPSON
Date:	449042444444444444444444444444444444444
Signed:	For and on behalf of JOHNSON MATTHEY FUEL CELLS LIMITED
Name:	Java Burman
Date:	5th September 2017

P01678GB01	PO1678FR01	P01678EP00	P01678DE01	P01678CN00	Patent Ref	
GAS DIFFUSION SUBSTRATE	GAS DIFFUSION SUBSTRATE	GAS DIFFUSION SUBSTRATE	GAS DIFFUSION SUBSTRATE	GAS DIFFUSION SUBSTRATE	App Title	
United Kingdom	France	European Patent	Germany	China	Country	
Granted	Granted	Granted	Granted	Granted	Status	
2005-06-15	2005-06-15	2005-06-15	2005-06-15	2005-06-15	Filed Date	
05756421.3	05756421.3	05756421.3	05756421.3	200580019859.6	App No.	Annex 1
2017-08-02	2017-08-02	2017-08-02	2017-08-02	2012-06-20	Grant Date	
1756894	1756894	1756894	1756894	1989641	Patent No.	
2025-06-15	2025-06-15	2025-06-15	2025-06-15	2025-06-15	Expiry Date	
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P01883JP00	P01883IN00	P01883CN00	P01678US00	P01678KR00	PQ1678JPQQ
Gas Diffusion Substrate	Gas Diffusion Substrate	Gas Diffusion Substrate	GAS DIFFUSION SUBSTRATE	GAS DIFFUSION SUBSTRATE	GAS DIFFUSION SUBSTRATE
Japan	India	China	United States of America	Korea, Republic of (KR)	Зарап
Granted	Application	Granted	Granted	Granted	Granted
2010-02-04	2010-02-04	2010-02-04	2005-06-15	2005-06-15	2005-06-15
2011-549664	5818/CHENP/2011	201080007345.X	11/629809	10-2006-7025581	2007-516038
2014-07-18		2017-05-24	2012-03-13	2013-05-10	2013-01-18
5579752		Z1.201080007345.X 2030-02-03	8133306	10-1265076	5176021
2030-02-04		2030-02-03	2032-10-18	2025-06-15	2025-06-15
Johnson Matthey Fuel Cells Ltd Technical Fibre Products	Johnson Matthey Fuel Cells Ltd Technical Fibre Products	Johnson Matthey Fuel Cells Ltd Technical Fibre Products			

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P70035EP00	P70035DE00	P70035CN00	p01883US02	P01883KR00	P01883JP02
Gas Diffusion Substrate	Gas Diffusion Substrate	Gas Diffusion Substrate	Gas Diffusion Substrate	Gas Diffusion Substrate	Gas Diffusion Substrate
European Patent	Germany	China	United States of America	Karea, Republic of (KR)	Зарап
Granted	Granted	Granted	Application	Granted	Granted
2012-10-17	2012-10-17	2012-10-17	2010-02-04	2010-02-04	2010-02-04
12779151.5	12779151.5	201280051617.5	15/350345	10-2011-7021013	2014-36984
2016-11-30	2016-11-30	2017-02-15		2016-10-14	2015-12-04
2769429	602012026089.0	ZL201280051617.5		10-1668135	5847865
2032-10-17	2032-10-17	2032-10-16	2030-02-04	2030-02-04	2030-02-04
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P70248DE00	P7003\$U\$Q0	P70035KR00	P700353P00	PZOOZSINOO	P70035GB01
Gas Diffusion Substrate					
Germany	United States of America	Korea, Republic of (KR)	Japan	India	United Kingdom
Application	Application	Application	Application	Application	Granted
2015-02-04	2012-10-17	2012-10-17	2012-10-17	2012-10-17	2012-10-17
112015000657.5	14/350184	10-2014-7013343	2014-536324	3537/CHENP/2014	12779151.5
					2016-11-30
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	2032-10-17				2032-10-17
Johnson Matthey Fuel Cells Ltd Technical Fibre Products					

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Johnson Matthey Fuel Cells Ltd Technical Fibre Products Johnson Matthey Fuel Cells Ltd Technical Fibre Products JM10566

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**RECORDED: 09/12/2017** 

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