## 504667288 12/01/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4714010

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date	
JOHNSON MATTHEY PUBLIC LIMITED COMPANY	05/26/2017	

### **RECEIVING PARTY DATA**

Name:	JOHNSON MATTHEY FUEL CELLS LIMITED		
Street Address:	: 25 FARRINGDON STREET		
Internal Address:	5TH FLOOR		
City:	LONDON		
State/Country:	ENGLAND		
Postal Code:	EC4A 4AB		

## **PROPERTY NUMBERS Total: 1**

Property Type	Number		
Patent Number:	9126192		

#### **CORRESPONDENCE DATA**

**Fax Number:** (610)407-0701

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:** 610-407-0700

Email: KSPINA@RATNERPRESTIA.COM

Correspondent Name: STEPHEN D. HARPER, REG. NO. 33,243

Address Line 1: 2200 RENAISSANCE BLVD.

Address Line 2: SUITE 350

Address Line 4: KING OF PRUSSIA, PENNSYLVANIA 19406

ATTORNEY DOCKET NUMBER:	JMYT-381US
NAME OF SUBMITTER:	STEPHEN D. HARPER, REG. NO. 33,243
SIGNATURE:	/Stephen D. Harper/
DATE SIGNED:	12/01/2017

#### **Total Attachments: 3**

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PATENT 504667288 REEL: 044275 FRAME: 0119

#### DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made on the 25th day of May

2017

#### **BETWEEN**

- JOHNSON MATTHEY PUBLIC LIMITED COMPANY (the "Assignor") a company **(1)** incorporated and registered in England with company number 33774, the registered office of which is at 5th Floor, 25 Farringdon Street, London EC4A 4AB, England signing on its own behalf and as agent for and on behalf of each member of its Group; and
- JOHNSON MATTHEY FUEL CELLS LIMITED (the "Assignee") a company **(2)** 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

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

#### WHEREAS

- Assignor is the registered sole or joint proprietor of the patents, patent applications and trademark (A) registrations listed in Annex 1 (hereinafter the "Intellectual Property Rights");
- Assignor and Assignee have agreed that Assignor shall transfer ownership of the Intellectual (B) Property Rights to Assignee;

NOW THEREFORE, THIS DEED WITNESSES that in consideration of the premises and the mutual covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

- Assignor hereby assigns with full title guarantee its respective right, title and interest in the (1) Intellectual Property Rights to Assignee as well as the benefit of any and all statutory and common law rights attaching thereto.
- The rights assigned under Clause 1 includes all rights, powers and benefits arising from and (2) accrued to the Intellectual Property 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.
- The Assignor covenants that, at the request of the Assignee, it shall do all such further acts and (3) 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 Intellectual Property Rights.
- It is hereby agreed between the Parties that (4)
  - Assignor will register Assignee as the owner of the Intellectual Property Rights and the (a) costs incurred in connection with the registration of Assignee as owner of the Intellectual Property Rights shall be met by Assignor; and
  - From the date of this assignment or from the date that Assignee is registered as owner of (b) the Intellectual Property Rights, whichever is later, Assignee will assume responsibility for

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the prosecution and maintenance of the Intellectual Property Rights. Assignee shall meet the cost of prosecuting and maintaining the Intellectual Property Rights.

(6) 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 executed and deliver this document as a deed and on the date first above written.

Executed as a deed by **JOHNSON MATTHEY PLC** acting by Anna Manz, a director, and Simon Farrant, the Company Secretary

Anna Manz

Director

Simon Farrant

Company Secretary

Executed as a deed by **JOHNSON MATTHEY FUEL CELLS LIMITED** acting by Jane Butcher, a director, and Simon Farrant, the Company Secretary

Jane Butcher

Director

Simon Farrant

Company Secretary

## Annex 1

# **Intellectual Property Rights**

# Patent Rights

Case Number	Country	Status	Application No	Application Date	Grant No	Grant Date	Charge
1701	Europe	Pending	05755590.6	17 June 2005			B251
1701	Japan	Granted	2007-516047	17 June 2005	4987702	11 May 2012	B251
1701	Korea	Granted	10-2006-7026929	17 June 2005	10-1220170	3 January 2013	B251
1701	US	Granted	11/630732	17 June 2005	9126192	8 September 2015	B251
1475	Germany	Granted	00954227.5	23 August 2000	60007334.3	17 December 2003	JM not responsible
1475	United Kingdom	Granted	00954227.5	23 August 2000	1212805	17 December 2003	JM not responsible