

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
SANDVIK INTELLECTUAL PROPERTY AKTIEBOLAG			11/30/2017
RECEIVING PARTY DATA			
Name:	AKTIEBOLAGET SANDVIK PROCESS SYSTEMS		
Street Address:	2453-B VÄSTRA VERKEN		
City:	SANDVIKEN		
State/Country:	SWEDEN		
Postal Code:	SE-811 81		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Patent Number:	6352194		
Patent Number:	8360233		
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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NAME OF SUBMITTER:	CHRISTOPHER P. BRUENJES		
SIGNATURE:	/Christopher P Bruenjes/		
DATE SIGNED:	03/01/2018		
Total Attachments: 4			
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Patent Transfer Agreement

between

Sandvik Intellectual Property Aktiebolag

and

Aktiebolaget Sandvik Process Systems

THIS AGREEMENT is entered into on the date below,

BETWEEN:

Sandvik Intellectual Property Aktiebolag, Reg. No. 556288-9401, a limited liability company incorporated under the laws of Sweden (the "Assignor");

and

Aktiebolaget Sandvik Process Systems, Reg. No. 556312-2992, a limited liability company incorporated under the laws of Sweden (the "Assignee"). Aktiebolaget Sandvik Process Systems is included in the missionary group, which is also a VAT group. The company is one of the 19 companies in the missionary group, and the mother in the group is Sandvik AB;

together the "Parties".

WHEREAS:

(a) The Assignor is the owner of the patents and patent applications, as listed in Schedule 1, (the "Patents").

(b) The Assignor wishes to assign all its rights, title and interest in and to the Patents to the Assignee and the Assignee wants to purchase all rights, title and interest in and to the Patents.

Now, therefore, the Parties hereto agree as follows:

1. Assignment

By this Agreement, effective when signed by both Parties, the Assignor transfers and assigns to the Assignee with full legal and beneficial ownership all of its property, right, title and interest in the Patents. The assignment as set out hereunder includes all the rights and privileges granted and secured by the Patents, including in and to the inventions disclosed therein, and including worldwide priority rights and all rights to initiate and/or carry out proceedings, and obtain and retain any relief and any damages recovered in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents whether occurring or relating to before, on or after the date of this Agreement, the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application, in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world, the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications; and the absolute entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid.

2. Disclaimer of warranty

The assigned Patents are assigned as is. Assignor expressly disclaims all warranties, conditions, or representations, including any and all implied warranties or conditions of ownership, enforceability or validity, value, title, non-infringement and/or merchantability. For the avoidance of doubt, this disclaimer shall have no effect to the warranties as set out in the MTA between Sandvik and F Intressenter 3 AB dated 2 June 2017 (as between those parties).

3. Further assurance and joint commitment

The Assignor shall fully cooperate with the Assignee to ensure, at the cost of the Assignee, the performance of all further acts and things, and execute and deliver all further documents which are requested by the Assignee and necessary to give full effect to this assignment of the Patents or to vest in the Assignee the full benefit of the Patents including registration of the Assignee as applicant or proprietor of the Patents. As an example of such performance, in respect of Patents which are not registered in the name of the Assignor, the Assignor shall provide all documentation reasonably required by the Assignee to prove the chain of title from the registered holder (the third party) to the Assignor, and if reasonably requested, contact such third party. The Assignor shall provide powers of attorney reasonably required by the Assignee for the registration of the Patents in the Assignee's name and sign recordal forms required for such registration. In the event any third party claims for ownership are being directed towards the Patents, the Assignor shall fully cooperate with the Assignee, at the cost of the Assignee, and follow any reasonable request or instruction from the Assignee, which includes the obligation for the Assignor to contact third parties which are registered as holders of the Patents (not currently registered in the name of the Assignor).

4. Consideration

The full and final consideration for the assignment of the Patents and any further assurance is SEK 1, to be paid by the Assignee to the Assignor through the issuance of a promissory note in the format attached as Schedule 2 hereto.

5. Entire agreement

Subject to the MTA, this Agreement contains the entire agreement and understanding of the Parties and supersedes all prior agreements, understandings or arrangements relating to the subject matter of this Agreement.

6. Arbitration

This Agreement is governed by the substantive laws of Sweden, without regard to its conflicts of law rules and principles.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

The seat of arbitration shall be Stockholm and the language used in the Arbitral proceedings shall be English.

Signed for and on behalf of

Sandvik Intellectual Property Aktiebolag



Åsa Thunman

Clarification of signature

2017-11-30

Date and place



Håkan Amgren

Clarification of signature

2017-11-30

Date and place

Signed for and on behalf of

Aktiebolaget Sandvik Process Systems



MATS GUNNARSSON BY POA

2017-11-30

Date and place