

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5072318

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GERRIT JAN ODINK	10/15/2015
RECEIVING PARTY DATA	
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City:	NIEUWEGEIN
State/Country:	NETHERLANDS
Postal Code:	3432 NZ
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15970267
CORRESPONDENCE DATA	
Fax Number:	
<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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Address Line 4:	MADISON HEIGHTS, MICHIGAN 48071
ATTORNEY DOCKET NUMBER:	PT033484USCNT
NAME OF SUBMITTER:	SALLY COSTA
SIGNATURE:	/Sally Costa/
DATE SIGNED:	07/30/2018
Total Attachments: 4	
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Agreement

By and between:

Henkel Nederland B.V a corporation organised and existing under the laws of Netherlands, with its principal office at Brugwal 11, NL 3432 NZ Nieuwegein, Netherlands, registered in Utrecht under 300 7 4969, and hereafter referred to as "HNBV";

And

And **Mr. Gerrit Jan Odink**, residing in **Sleedoornweg 179, Winschoten, 9674 JN, Netherlands**, having Dutch citizenship, hereafter referred to as the "Inventor".

PREAMBLE

Whereas **Mr. Gerrit Jan Odink** is employed by HNBV and has (co-)developed an invention concerning "**Powder lubricant for Aluminium**" (PT033484), hereinafter referred to as the Invention.

Whereas **Mr. Gerrit Jan Odink** has informed HNBV of the Invention and both parties have come to an agreement on the classification of said Invention, observing the regulations on employee inventions provided for by the Patents Act 1995 (hereinafter "NPA"). Namely, the Invention has been described on the annexed Record of Invention Form.

To clarify aspects related to the ownership of this Invention, the parties agree as follows:

1. The parties agree on the classification of the Invention to be a Service Invention according to Article 12 (1) NPA. Thereby, the Inventor acknowledges that the Invention results from services under his employment that are based on his special knowledge designated to make the sort of inventions of the same kind as that to which the Invention relates, whereby the Invention belongs to HNBV from its conception; in accordance with Article 12 (1), 2nd Sentence^o NPA, HNBV shall be entitled to any patent relating to the Invention.
2. HNBV will be the sole owner of the Invention and of the resulting intellectual property rights and will freely dispose of them.
 - 2.1. HNBV may further assign the Invention or any intellectual property right or application therefore to any third party and especially to its affiliates. "Affiliates" shall mean with respect to HNBV, any company or legal person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party. For the purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or

cause the direction of management and policies of a company or legal person, whether through ownership of voting securities or otherwise.

2.2. Furthermore, HNBV or its successors or assigns, namely its Affiliates, may freely decide whether to exploit (directly or indirectly) the Invention, or not; and whether to apply for intellectual property rights for the Invention, or not.

3. In addition to the compensation paid with the Inventor's salary, HNBV undertakes to pay to the Inventor in accordance to the Global Inventor's Incentive Program
- a first payment of EUR 500.- after filing of the first patent application,
 - a second payment of EUR 500.- after grant of a patent in a country with substantial examination ,
 - a third payment of EUR 2000.- when the Invention is used commercially, provided a patent application is pending or a patent is granted and in force in at least one country with substantial examination.

The amounts are per invention and are shared among the inventors.

Both parties agree that said compensation and said payments are deemed to be the extra remuneration according to Article 12 (6)-NPA to the inventor for not being entitled to any patent application or patent based on the Invention.

4. As far as necessary, should the Invention partially or entirely encompass aesthetic aspects constituting a design (hereinafter the "Design"), the Inventor assigns to HNBV, who accepts, the full and exclusive patrimonial rights belonging to and arising from the Design, from the origin of its conception and for the entire world unless such assignment is not deemed to be automatically effected due to contractual obligations or legal consequences arising out of the employment ship of the inventor.

4.1. In that respect, it is expressly agreed that this assignment of rights on the Design encompasses all the aspects of said Design and includes at least the assignment of the following rights:

- ✓ the right to exploit, to use and to re-use the Design, in a whole or in part, for the activities and benefit of HNBV or of third parties;
- ✓ the right to modify, adapt or transform the Design, in particular to adapt it to technical constraints;
- ✓ the right to reproduce the Design in an unlimited manner by any appropriate process and on any support presently known, namely by: impression, photography, sketches and technical drawings, molding, extrusion, mechanical construction or any industrial production process, cinematographical or magnetic recordings, copies, microfilms, scanning on any medium (CD-ROM, DVD-ROM, hard disk, floppy disk, tape, magnetic disk or tape, RAM or ROM);
- ✓ the rights to license and sub-license the Design;
- ✓ the right to distribute copies and cause the distribution of the Design;
- ✓ the right to display and communicate the Design to the public by telecommunication, by electronic publication, by press information services, by

downloadable and non-downloadable files, by communication with computer terminals; by sending of telegrams, messages and wire service, by electronic and non-electronic publications; or by any other media of expression now known or later developed;

- ✓ the right to reproduce the Design by any technical procedure into paper, digital, electronic or non-electronic format;
- ✓ the right to integrate and incorporate into any existing or future work;
- ✓ the right to transfer to another environment (hardware, software, computer electronic, Web, multimedia or other);
- ✓ the right to improve and prepare derivatives of the Design;
- ✓ the right to store the Design;
- ✓ the right to offer for sale, distribute, commercialize, disseminate the Design, by any means, including renting and lending, either free of charge or subject to payment;
- ✓ the right to assign the presently assigned rights, in part or as a whole, and namely to grant any third party any agreement relating to the reproduction, distribution, broadcasting, commercialising, manufacturing, in any form, on any medium and by any possible means, be it free of charge or subject to payment;
- ✓ the right to intervene against any conflicting use and/or registration of identical or other design(s) and/or products representing or containing the Design.

4.2. The present assignment of rights on the Design is made for the whole duration of the patrimonial rights and this in each of the respective countries.

5. The Inventor does not warrant the patentability of the Invention nor the validity of any resulting intellectual property right.
6. HNBV is committed to respecting the moral right of the inventors to be cited as inventors or author of a Design, as the case may be, in any intellectual property rights application(s) or titles relating to the Invention and applied for by HNBV (or its successors and assigns), unless the inventors explicitly request in writing that — as far as possible— they shall not be cited as inventors on such intellectual property rights application(s).
7. The Inventor undertakes to assist HNBV, or its successors and assigns, upon request with regard to ownership and assignment matters of intellectual property rights relating to the Invention in any country, in particular to sign any documents that may be required to certify or register an assignment of invention of the Invention, to file patent applications or to claim priority of the Invention, all without any further consideration but at no costs for the Inventor.
8. The interpretation, validity and execution of this Agreement shall be governed in all respects by dutch law.
9. Any dispute, which may arise between the parties concerning the interpretation or the execution of the present Agreement shall be amicably settled. Any such dispute

on which no amicable settlement can be reached within a time limit of three weeks as of notification of the object of dispute by registered letter with advice of delivery, shall be subject to the exclusive jurisdiction of the dutch courts to which the parties hereto agree to submit.

Executed in Düsseldorf on 15.10.2015

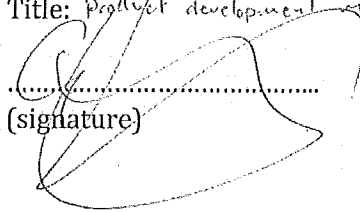
Done in triplicate

The Inventor

Name: Gerrit Jan Odink

Title: Product development manager

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(signature)

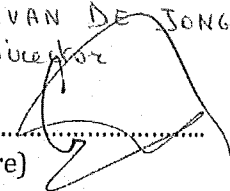


For HNBV

Name: IVAN DE JONGHE

Title: Director

.....
(signature)



Name: GEERT LUYCKX

Title: Director

.....
(signature)

