

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5260455

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LUCITE INTERNATIONAL UK LIMITED	10/19/2018
RECEIVING PARTY DATA		
Name:	PERSPEX INTERNATIONAL LIMITED	
Street Address:	ORCHARD MILL	
Internal Address:	DUCKWORTH STREET	
City:	DARWEN	
State/Country:	UNITED KINGDOM	
Postal Code:	BB3 1AT	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	6794439
	Patent Number:	6689832
CORRESPONDENCE DATA		
Fax Number:	(704)332-1197	
<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>		
Phone:	7043750057	
Email:	agalo@slk-law.com	
Correspondent Name:	SHUMAKER, LOOP & KENDRICK, LLP	
Address Line 1:	101 SOUTH TRYON STREET	
Address Line 2:	SUITE 2200	
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28280-0002	
ATTORNEY DOCKET NUMBER:	0148/M	
NAME OF SUBMITTER:	JASON A. SMITH	
SIGNATURE:	/Jason A. Smith/	
DATE SIGNED:	11/30/2018	
Total Attachments: 16		
source=01408-M Assignment#page1.tif		
source=01408-M Assignment#page2.tif		
source=01408-M Assignment#page3.tif		

source=01408-M Assignment#page4.tif
source=01408-M Assignment#page5.tif
source=01408-M Assignment#page6.tif
source=01408-M Assignment#page7.tif
source=01408-M Assignment#page8.tif
source=01408-M Assignment#page9.tif
source=01408-M Assignment#page10.tif
source=01408-M Assignment#page11.tif
source=01408-M Assignment#page12.tif
source=01408-M Assignment#page13.tif
source=01408-M Assignment#page14.tif
source=01408-M Assignment#page15.tif
source=01408-M Assignment#page16.tif



(1) LUCITE INTERNATIONAL UK LIMITED

and

(2) PERSPEX INTERNATIONAL LIMITED

DEED OF ASSIGNMENT OF PATENTS

DWF LLP
1 Scott Place
2 Hardman Street
Manchester
M3 3AA

62479821-1

014-4282-6392/1/EUROPE

CONTENTS

1. Interpretation	1
2. Assignment	2
3. Further assurance	3
4. General	4
5. Governing Law and Jurisdiction	5
SCHEDULE 1	1
Patents	1

THIS DEED is dated

2018

BETWEEN

- (1) **LUCITE INTERNATIONAL UK LIMITED** a company incorporated and registered in England and Wales with company number 03830161 whose registered office is at Cassel Works, New Road, Billingham, England TS23 1LE (the **Assignor**);
- (2) **PERSPEX INTERNATIONAL LIMITED** a company incorporated and registered in England and Wales with company number 11560712 whose registered office is at Orchard Mill, Duckworth Street, Darwen, United Kingdom, BB3 1AT (the **Assignee**).

BACKGROUND

- (A) The Assignor owns the Patents (as defined below).
- (B) Pursuant to the Hive Down Agreement (as defined below) the Assignor has agreed to assign to the Assignee all of its right, title and interest in and to the Patents on the terms set out in this agreement.

TERMS AGREED

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

"3A Composites"	3A Composites Germany GmbH, a company incorporated in Germany (company number HRB 704544) whose registered office is at Alusingen-Platz 1, 78224 Singen Hohentwiel, Germany;
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"Business"	means the sheet and composite trade business carried on by the Assignor in the United Kingdom on the Effective Date, being the production, marketing and distribution of acrylic based sheet and composites;
"Completion"	has the meaning given in the Main Agreement;
"Effective Date"	has the meaning given in the Hive Down Agreement;
"Hive Down Agreement"	a sale and purchase agreement dated on or around the date of this agreement pursuant to which the Assignee agrees to purchase and the Assignor agrees to sell the Business;
"Main Agreement"	a sale and purchase agreement pursuant to which 3A Composites agrees to purchase and the Assignor agrees to

62478621-1

014-4262-0392/1/EUROPE

sell all of the Assignor's shares in the Assignee;

"Patents"

the registered patents, short particulars of which are set out in Schedule 1;

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes fax but not email.
- 1.12 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Where any statement is qualified by the expression so far as the Assignor is aware or to the Assignor's knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

2. Assignment

- 2.1 The Assignor hereby assigns to the Assignee (free from all liens, charges and encumbrances) all of its right, title and interest in and to the Patents, including:

- 2.1.1 all of the Assignor's rights, powers, liberties and immunities arising or accrued from the Patents, including any of the Assignor's rights to sue for damages and other remedies in respect of any infringement of the whole or any part of any of the Patents and/or any other acts within the scope of the claims of any published specification of any of the Patents or accompanying any of the Patents prior to the date hereof and whether occurring before, on or after the date of this assignment; and
- 2.1.2 all of the Assignor's rights in and to the of the inventions claimed in the Patents.

3. **Further assurance**

- 3.1 Without prejudice to its obligations pursuant to clause 3.3, the Assignor shall at the reasonable request of the Assignee, promptly take all steps and execute all documents that are required by law, any overseas intellectual property registry or authority or which may otherwise be necessary or desirable to:
 - 3.1.1 secure the vesting in the Assignee of all of the rights assigned to the Assignee under this assignment; and/or
 - 3.1.2 protect and defend the Assignee's rights in and to the Patents.
- 3.2 In relation to clauses 3.1.2, and/or 3.4.1 the Assignee shall pay to the Assignor its reasonable costs associated with any assistance which is provided to the Assignee following Completion.
- 3.3 The Assignor shall, at its own cost, effect the valid registration or recordal of the assignment of the Patents with the relevant authorities as soon as possible following the date of this Assignment and in any event within 6 months of such date.
- 3.4 Pending the formal registration or recordal of the assignment to the Assignee of the Patents the Assignor shall:
 - 3.4.1 ensure that copies of material correspondence that it or its agents receive in relation to the Patents (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee, marked for the attention of Joachim Werner and Martin Kiöti (or any other person that the Assignee notifies to the Assignor from time to time) and respond to such correspondence, advice and notices as directed by the Assignee; and
 - 3.4.2 promptly provide the Assignee with all information and other assistance reasonably required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).

3.5 The Assignor hereby appoints the Assignee to be its attorney to execute any instrument which may be reasonably required to secure the vesting in the Assignee of all of the rights assigned to the Assignee under this assignment and/or to record the Assignee as the registered owner of any of the Patents. The Assignee agrees that it shall not use its rights pursuant to this clause except where:

3.5.1 the Assignor is in breach of its obligations pursuant to clause 3.1.1 or 3.3;

3.5.2 the Assignee notifies the Assignor of the alleged breach; and

3.5.3 the Assignor fails to take reasonable steps to remedy the breach within 10 Business Days of receipt of the Assignor's notice.

4. General

4.1 This assignment is entered into pursuant to the Hive Down Agreement. Any breach of the terms contained within this assignment shall be dealt with by the parties as a breach of warranties which relate to the Patents under the Hive Down Agreement.

4.2 This assignment may be varied only with the written agreement of both parties. In entering into this assignment, neither party has relied upon any matter not set out or referred to herein (but neither party's liability for fraud is hereby excluded).

4.3 Notices under this assignment shall be in writing and shall be delivered by hand or by recorded post or courier to the recipient's registered office address from time to time. Notices shall be served upon receipt or on return to sender marked "gone away" or to like effect.

4.4 No failure or delay by a party to exercise any right or remedy provided under this assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

4.5 The invalidity, unenforceability or illegality of any part of this assignment shall not affect the other parts, and if this assignment would be wholly valid, enforceable and legal (and would still give effect to the commercial intention of the parties) were some invalid, unenforceable or illegal part of it deleted, that part shall be deleted.

4.6 This assignment may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this assignment.

4.7 No person other than a party to this assignment shall have any rights to enforce or rely upon any term of it.

5. **Governing Law and Jurisdiction**

- 5.1 This assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 5.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this assignment or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

Patents

Project	Family	Background	Country	Application Number	Patent Number	Application Date
Prismex	60000	<p>Title</p> <p>Edge lit displays with roughened surfaces</p> <p>Abstract</p> <p>An edge lit illumination device is described. The device has at least one light source and a light transmission element having at least one light output surface and at least one light ingress edge substantially perpendicular to said surface. The light source is located adjacent to the light ingress edge so that light from the light source enters the transmission element via the said edge and propagates through the element.</p> <p>The light output surface is uniformly roughened across the output surface. The roughening is sufficiently fine to give an average Ra value across the surface of less than 1.0µm/mm thickness of the element or drop-off of light output across the surface of less than 5000</p>	EP	1928067.6	1285198	04/05/2001
			FR	1928067.6	1285198	04/05/2001
			DE	1928067.6	60124535.0	04/05/2001
			IT	1928067.6	1285198	04/05/2001
			GB	1928067.6	1285198	04/05/2001

Project	Family	Background	Country	Application Number	Patent Number	Application Date
		lux. Priority UK: 0012003.0 Filed: 19/05/00 UK: 0015401.3 Filed: 24/06/00				

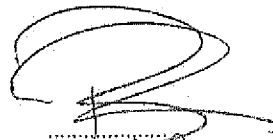
Project	Family	Background	Country	Application Number	Patent Number	Application Date
EAME Sheet	50638	<p>Title</p> <p>An abrasive resistant polymer composition and a process for its preparation</p> <p>Abstract</p> <p>An abrasion resistant acrylic composition at least 70% w/w of the residues of at least one polymerisable acrylic monomer, 0.2-5% w/w of a finely divided oxide comprising at least one oxide selected from silicon, titanium, zirconium and aluminium oxides, and 0.2-25% w/w of at least one linking compound which is miscible with said polymerisable acrylic monomer and which is capable of bonding to the surface of the oxide compound. The acrylic composition may be thermoformed whilst retaining its abrasion resistant surface properties.</p> <p>Priority UK: 9815730.8 Filed: 21/7/98</p>	<p>EP</p> <p>US</p>	<p>99931382.8</p> <p>09/744,162</p>	<p>EP1112295</p> <p>US 6,794,439 B1</p>	<p>09/07/1999</p> <p>09/07/1999</p>

Family	Background	Country	Application Number	Patent Number	Application Date
	comprises two mould halves made by thermoforming or vacuum forming polypropylene sheet.				

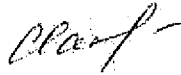
	Priority				
	UK:0005781.0				
	Filed: 11/03/00				
50695	Title Acrylic melt-processable granite compound Abstract A process for making filled acrylic articles comprises melt-moulding a mixture comprising (i) at least 20% of an acrylic polymer which is a copolymer containing 50-99% wt of methyl methacrylate units and 1-50 wt% of a copolymerisable alkyl acrylate; (ii) at least 10% of a mineral filler composition, and, optionally (iii) decorative particles to form a thermoformable article with a natural appearance eg. of stone or granite.	US	09/831,877	6689832	16/11/1999
	Priority UK:9825066.5 Filed: 17/11/98				

Executed as a deed by LUCITE
INTERNATIONAL UK LIMITED

acting by a director, in the presence
of:


Director P. BAILEY

Witness



Witness Name

Olga Clark

Address

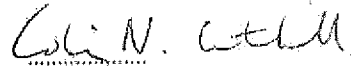
14 Staley Close, New Marske, Redcar, TS11 8FB

Occupation

NE Finance Manager

Executed as a deed by PERSPEX
INTERNATIONAL LIMITED

acting by a director, in the presence
of:


Director
COLIN CUTHILL

Witness



Witness Name

ALISTAIR BRIGGS

Address

6 HAMMOND CLOSE MARTON MIDDLESBROUGH TS7 8HL

Occupation

SUPPLY CHAIN MANAGER

