

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5260596

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	AFTON CHEMICAL CORPORATION	06/15/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ITALMATCH SC, LLC	
<b>Street Address:</b>	5544 OAKDALE RD. SE	
<b>City:</b>	SMYRNA	
<b>State/Country:</b>	GEORGIA	
<b>Postal Code:</b>	30082	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	9828566
	<b>PCT Number:</b>	US2016069107
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(248)641-0270	
<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>		
<b>Phone:</b>	2486411600	
<b>Email:</b>	troymailroom@hdp.com, mmester@hdp.com	
<b>Correspondent Name:</b>	HARNESS, DICKEY & PIERCE, P.L.C.	
<b>Address Line 1:</b>	P.O. BOX 828	
<b>Address Line 4:</b>	BLOOMFIELD HILLS, MICHIGAN 48303	
<b>ATTORNEY DOCKET NUMBER:</b>	8215-50 & 53-WO-POA	
<b>NAME OF SUBMITTER:</b>	G. GREGORY SCHIVLEY	
<b>SIGNATURE:</b>	/G. GREGORY SCHIVLEY/	
<b>DATE SIGNED:</b>	11/30/2018	
<b>Total Attachments: 5</b>		
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**PATENT ASSIGNMENT AGREEMENT**

This **PATENT ASSIGNMENT AGREEMENT** (“**Assignment**”), dated as of June 15, 2018 (the “**Effective Date**”), is made by and among Afton Chemical Corporation, a Delaware corporation (“**Assignor**”) and Italmatch SC, LLC, a Delaware limited liability company (“**Assignee**”).

**WHEREAS**, the Assignor and Italmatch USA Corporation, an Illinois corporation (“**Italmatch USA**”), are parties to an Asset Purchase Agreement dated as of April 24, 2018 (as amended, the “**Purchase Agreement**”), pursuant to which the parties agreed to execute and deliver this Assignment to evidence Assignor’s conveyance, transfer and assignment to Italmatch USA of certain intellectual property of Assignor;

**WHEREAS**, the Italmatch USA and Assignee are parties to an Assignment of Agreement of Purchase and Sale dated as of June 15, 2018, pursuant to which Italmatch USA assigned to Assignee all of Italmatch USA’s right, title and interest to the Purchased Assets US (as defined in the Purchase Agreement) under the Purchase Agreement, including but not limited to the Patents (as defined below);

**WHEREAS**, in connection with the Purchase Agreement, Assignor wishes to transfer and assign to Assignee, and Assignee wishes to accept, all of Assignor’s right, title, and interest in and to such intellectual property rights set forth herein.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions herein, Assignor and the Assignee, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all rights, title and interest in and to any and all of the following, whether arising under the laws of the United States, any other country, or any treaty regime:
  - a. the patents and patent applications set forth on **Exhibit A**, including all inventions (whether patentable or unpatentable, and whether or not reduced to practice), patents and patent applications, all letters patents in all countries of the world, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (collectively, the “**Patents**”);
  - b. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, as well as any and all claims and causes of action against third parties, arising from or with respect to the Patents, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default throughout the world, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

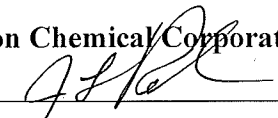
2. Recordation and Further Actions. Assignor hereby authorizes and requests the officials of all countries in which any of the Patents identified in Section 1 above are now or in the future will be issued to issue any formal protections related thereto to the Assignee for the sole use and enjoyment of the Assignee, its successors and assigns. Assignor hereby agrees to give Assignee all assistance reasonably required by Assignee or any assignee or successor thereof to perfect the rights hereinabove defined, including the execution of necessary papers, all lawful acts reasonably requisite in connection with the prosecution, assignment, enforcement and disclaimer of each and every formal protection based upon the foregoing, without further compensation and assistance or cooperation in legal proceedings.
3. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signatures appear on the following page.]

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be executed and delivered as of the Effective Date.

**ASSIGNOR:**

Afton Chemical Corporation

By: 

Name: JONATHAN L. ROCK

Title: VP GLOBAL BUSINESS

**ASSIGNEE:**

Italmatch SC, LLC

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered as of the Effective Date.

ASSIGNOR:

Afton Chemical Corporation

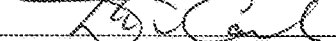
By: \_\_\_\_\_

Name:

Title:

ASSIGNEE:

Italmatch SC, LLC

By: 

Name: *Daniel M. Cavall*

Title: *CEO*

SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT

## EXHIBIT A

### PATENT APPLICATIONS AND REGISTRATIONS

Application Number	Title	Jurisdiction	Patent Number	Status	Brief Description
14/792,321	<u>Boron-free Corrosion Inhibitors for Metalworking Fluids</u>	US	N/A	Published	A novel aminium salt useful as a corrosion inhibitor in metalworking fluids
BR102015020543-0	<u>Boron-free Corrosion Inhibitors for Metalworking Fluids</u>	BR	N/A	Filed	A novel aminium salt useful as a corrosion inhibitor in metalworking fluids
201510594411.2	<u>Boron-free Corrosion Inhibitors for Metalworking Fluids</u>	CN	N/A	Published	A novel aminium salt useful as a corrosion inhibitor in metalworking fluids
2015-159902	<u>Boron-free Corrosion Inhibitors for Metalworking Fluids</u>	JP	N/A	Published	A novel aminium salt useful as a corrosion inhibitor in metalworking fluids
0-2015-0122631	<u>Boron-free Corrosion Inhibitors for Metalworking Fluids</u>	KR	N/A	Filed	A novel aminium salt useful as a corrosion inhibitor in metalworking fluids
2,900,053	<u>Boron-free Corrosion Inhibitors for Metalworking Fluids</u>	CA	N/A	Filed	A novel aminium salt useful as a corrosion inhibitor in metalworking fluids
14 164 110.0	<u>Boron-free Corrosion Inhibitors for Metalworking Fluids</u>	EP	N/A	Published	A novel aminium salt useful as a corrosion inhibitor in metalworking fluids
MX/A/2015/013468	<u>Boron-free Corrosion Inhibitors for Metalworking Fluids</u>	MX	N/A	Filed	A novel aminium salt useful as a corrosion inhibitor in metalworking fluids
15 203 160.5-1375	<u>Polymeric emulsifier and lubricity additives for aqueous metal removal, forming and rolling applications</u>	EP	N/A	Filed	A novel polydentate polymer useful as an emulsifier in metalworking fluids
PCT/US16/69107	<u>Polymeric emulsifier and lubricity additives for aqueous metal removal, forming, rolling or other applications</u>	WO	N/A	Filed	A novel polydentate polymer useful as an emulsifier in metalworking fluids