

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5315080

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	NIPPON PAPER INDUSTRIES CO., LTD.	11/01/2018
RECEIVING PARTY DATA		
Name:	JUJO THERMAL OY	
Street Address:	PAPERITEHTAANTIE 15	
Internal Address:	P.O.BOX 92	
City:	KAUTTUA	
State/Country:	FINLAND	
Postal Code:	27501	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	10000083
CORRESPONDENCE DATA		
Fax Number:	(919)419-0383	
<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:	9194938000	
Email:	ataylor@jwth.com	
Correspondent Name:	ARLES A. TAYLOR, JR.	
Address Line 1:	3015 CARRINGTON MILL BLVD.	
Address Line 2:	SUITE 550	
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560	
ATTORNEY DOCKET NUMBER:	1680/114 PCT/US	
NAME OF SUBMITTER:	ARLES A. TAYLOR JR.	
SIGNATURE:	/Arles A. Taylor, Jr./	
DATE SIGNED:	01/08/2019	
Total Attachments: 6		
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JOINT PATENT APPLICATION AGREEMENT

This Joint Patent Application Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the twelfth day of September, 2018 (hereinafter referred to as the "Effective Date") by and between Nippon Paper Industries Co., Ltd., having its registered office at 4-1, Ohji 1-chome, Kita-ku, Tokyo, Japan (hereinafter referred to as "NPI") and Jujo Thermal Oy, having its principal business office at Paperitehtaantie 15, P.O.Box 92, 27501 Kauttua, Finland. (hereinafter referred to as "JTOy", and collectively referred to as the "Parties").

Section 1. Invention

Article 1. Invention

In this Agreement, "Patent Right, etc." shall mean the patent right and the right to obtain a patent for the invention mentioned below (hereinafter referred to as the "Invention"), on which NPI has had an international patent application.

Title of the Invention: HEAT-SENSITIVE RECORDING MEDIUM

International Patent Application Number: PCT/JP2015/065054

Designated States: Japan, Europe (Germany, Finland and France), the United States, China

(The patent right for the Invention has already been registered in Japan, Europe (Germany, Finland, France) and the United States and is under examination in China.)

Article 2. Assignment of Share of Ownership Right

1. NPI shall assign half of its share of the Patent Right, etc. to JTOy. The ownership share of the Patent Right, etc. is equal between the Parties.
2. In consideration of the assignment of share pursuant to the preceding item, JTOy shall pay 2,694,423JPY by wire transfer to the bank account designated by NPI by the end of the second month following the Effective Date. The bank charge shall be borne by JTOy.
3. Following the execution of this Agreement, NPI shall perform procedures for the change in the ownership of the Patent Right, etc. The expenses required for the procedures shall be borne by the Parties corresponding to the proportion of their share in the Patent Right, etc.

Section 2. Registration and Maintenance of Patent Right

Article 3. Registration of Patent

1. NPI shall perform necessary procedures for registration of the patent regarding the Invention in China, and JTOy shall cooperate with NPI in such procedures.
2. If NPI submits documents to Chinese Patent Office, NPI shall consult with JTOy.
3. If NPI submits documents to Chinese Patent Office or receives documents from Chinese Patent Office, NPI shall provide one copy of such documents to JTOy.
4. The expenses regarding the procedures mentioned in item 1 of this Article shall be borne by the Parties in proportion to the share of ownership of the Patent Right, etc..

Article 4. Preservation and Maintenance of Patent Right

1. Each Party shall cooperate with the other Party to preserve and maintain the patent right for the Invention which is already registered at the Effective Date and the patent right which has been registered in accordance with Article 3 (collectively, hereinafter referred to as the "Patent Right").
2. If a third party files an opposition, brings an action to court or demands a trial against either Party, both Parties shall cooperate with each other and take relevant actions together for the preservation and maintenance of the Patent Right.
3. If either Party files an opposition, brings an action to court or demands a trial against any third party or provides any third party with information in connection with the preservation or maintenance of the Patent Right, both Parties shall cooperate with each other and take relevant actions together for the preservation and maintenance of the Patent Right.
4. The expenses regarding actions described in items 1, 2 and 3 of this Article shall be borne by the Parties in proportion to the share of ownership of the Patent Right.

Article 5. Assignment of Shares of Ownership

1. Neither Party shall assign or transfer its own legal status under the Agreement nor its rights and obligations under the Agreement to any third party without the prior written consent of the other Party.
2. Neither Party shall assign the shares of ownership to the Patent Right, etc., nor create a right of pledge in relation to such shares of ownership, without the prior written consent of the other Party.
3. Neither Party shall abandon the shares of ownership to the Patent Right, etc. without the prior written consent of the other Party.

Section 3. Implementation of Patent, etc.

Article 6. Implementation of Patent

Each Party may implement the Invention and Patent Right without consent of the other Party or the provision of any consideration to the other Party.

Article 7. License

1. Neither Party shall grant to any third party a license to the Invention and Patent Right without prior written consent of the other Party.
2. The license fee shall be allocated in proportion to the share of ownership, if the Party grants any third party a license with prior written consent of the other Party.

Article 8. Treatment of Improvement

1. If Each Party makes an improvement related to the Invention, such Party shall notify the other Party of the facts and contents of such improvement immediately.
2. The Parties shall discuss and determine the ownership of the improvement, mentioned in item 1 of this Article and the possibility and conditions of implementation of such improvement.

Section 4. Rights and Obligations of the Parties

Article 9. Confidentiality

1. The business, technical or any other information provided or disclosed by one Party (hereinafter referred to as the "Receiving Party") to the other party (hereinafter referred to as the "Disclosing Party") or known under the Agreement or in the course of the Invention (hereinafter referred to as the "Confidential Information") shall be kept confidential and shall not be disclosed and leaked to any third party and shall not be used for any purpose other than for the Agreement, without prior written consent of the Disclosing party; provided, however, that the Receiving Party may disclose the Confidential Information when required to by laws and regulations. In addition, the following information shall not be deemed as the Confidential Information:
 - (1) Information which, at the time of the disclosure, is in the public domain;
 - (2) Information which, after the disclosure, becomes part of the public domain without fault of the Receiving Party;

- (3) Information which the Receiving Party was in possession of prior to or at the time of disclosure;
 - (4) Information which was legally obtained from a third party that had legitimate right to it without an obligation of confidentiality after disclosure; or
 - (5) Information which is developed independently by the Receiving Party without any relation to Confidential Information.
2. The Receiving Party that discloses the Confidential Information to a third party with prior written consent of the Disclosing Party, in accordance with item 1 of this Article, shall impose on such third party obligations substantially equal to those mentioned in item 1 of this Article. If any person to whom the Confidential Information is disclosed breaches his or her obligations, the Receiving Party shall be directly liable to the Disclosing Party as a breach of the Receiving Party's obligations.

Article 10. Compensation for Inventors

The compensation to each inventor for the Invention shall be borne by a Party that employs such inventor.

Section 5. General Provisions

Article 11. Termination

1. If one of the following cases applies, the Agreement shall terminate on the date on which the case occurs:
 - (1) The Parties agree in writing to terminate the Agreement;
 - (2) Term of the Agreement expires in accordance with Article 12; or
 - (3) All of the Patent Right expire.
2. Articles 9, 11, 13 and 14 shall survive the expiration or termination of the Agreement, for any reason; provided, however, that Article 9 shall be effective for 3 years after the expiration or termination of the Agreement.

Article 12. Term

The Agreement shall come into effect from the Effective Date and continue to be effective until the expiry date of the term of all of the Patent Right; provided, however, that if cancellation or invalidation of all of the Patent Right becomes finally settled, the Agreement shall terminate on such settled date.

Article 13. Governing Law

The Agreement shall be governed by and construed in accordance with the laws of Japan, excluding its conflict of laws rules.

Article 14. Arbitration

All disputes arising out of or in connection with the Agreement shall be referred to and finally settled by arbitration without recourse to the ordinary courts of law in Tokyo, Japan in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association if JTOy requests the arbitration or in Helsinki, Finland in accordance with the Rules of the Arbitration Institute of the Central Chamber of Commerce of Finland if NPI requests the arbitration. The language used in the arbitration shall be English. The award of the arbitrators shall be final and ~~binding upon the Parties. The result of the arbitration may~~ be enforced by a court which has jurisdiction.

Article 15. Consultation

Any matter not stipulated in, or any question relating to the interpretation of the Agreement shall be settled by mutual consultation between the Parties in good faith.

Article 16. Entire Agreement

The Agreement constitutes the entire agreement between the Parties as to the subject matter of the Agreement and supersedes all previous agreements and commitments relating to the subject matter hereof, either oral or written.

Article 17 Language

The governing language of this Agreement shall be English. If a Japanese translation hereof is made for reference, only the English original shall have the effect of a contract and such Japanese translation shall have no effect.

(Intentionally blank)

IN WITNESS WHEREOF the Parties have caused the Agreement in duplicate originals to be executed by their duly authorized officers on the respective dates and at the respective places hereinafter set forth.

Nippon Paper Industries Co., Ltd.

Date 1st November, 2018 By Junko Oda

Name Junko Oda

Title Intellectual Property Department, R&D Division, General Manager

Jufo Thermal Oy

Date 21st November 2018 By Toshihiro Sawamura

Name Toshihiro Sawamura

Title President & CEO

Witness

Date 23rd Nov 2018

By [Signature]

Name Mika Anttila

Title Director, R&D, Purchasing