

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5320752

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MILLIKEN & COMPANY	04/20/2018
RECEIVING PARTY DATA	
Name:	METYX USA INC.
Street Address:	2504 LOWELL ROAD
City:	GASTONIA
State/Country:	NORTH CAROLINA
Postal Code:	28054
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	7851048
Patent Number:	8157937
Patent Number:	8114501
Patent Number:	8641848
Patent Number:	8646183
Patent Number:	8663791
Patent Number:	8470425
Patent Number:	9186863
Patent Number:	9731472
Patent Number:	7393577
Patent Number:	8389104
Patent Number:	6740381
Patent Number:	8419883
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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PATENT

Address Line 2:	ATTN: IP DEPARTMENT
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	044001.000006
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NAME OF SUBMITTER:	SAMANTHA N. SKAINS-MENCHACA
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SIGNATURE:	/sns/
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DATE SIGNED:	01/11/2019
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Total Attachments: 9

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AMENDED AND RESTATED PATENT ASSIGNMENT

This Amended and Restated Patent Assignment (this “Assignment”) is made to be effective as of April 20, 2018 (the “Effective Date”) between:

Milliken & Company, a Delaware corporation (“Milliken”)
920 Milliken Road M-495
Spartanburg, South Carolina 29303, U.S.A.; and

Metyx USA Inc., a North Carolina corporation (“Metyx”)
2504 Lowell Road
Gastonia, NC 28054

Recitals

WHEREAS, Milliken and Metyx entered into that certain Patent Assignment dated April 20, 2018, whereby Milliken assigned its entire right, title, and interest in and to the Assigned Patents (as defined below) and Metyx accepted the assignment of Milliken’s right, title, and interest in and to the Assigned Patents (the “Original Patent Assignment”); and

WHEREAS, the Parties desire to amend and restate the Original Patent Assignment with this Assignment and acknowledge and agree that the Original Patent Assignment is hereby completely amended, restated and superseded by this Assignment.

NOW, THEREFORE, in consideration of the mutual promises in this Assignment, Milliken and Metyx agree as follows.

1. Assignment of Patents and Patent Applications.

a. Assignment. Milliken hereby assigns to Metyx (and Metyx hereby accepts) its entire right, title, and interest in and to the patents and patent applications identified on Attachment 1 hereto including all nonprovisionals, continuations, continuations-in-part, divisionals, re-examinations, reissues and foreign counterparts and/or equivalents thereof (the “Assigned Patents and Applications”).

b. Further Documentation and Assistance. After the Effective Date, Milliken agrees to execute any other documents that Metyx may reasonably require to effect the assignment made in this Assignment and record Metyx as the owner of the Assigned Patents and Applications. Metyx agrees that it assumes all responsibility for and costs associated with prosecuting and maintaining the Assigned Patents and Applications, and that it will take immediate steps to inform the counsel handling the Assigned Patents and Applications and relevant patent offices that the Assigned Patents and Applications are now owned by Metyx and that Metyx assumes all responsibility for said Assigned Patents and Applications.

2. **Disclaimer; Limitation of Liability.** MILLIKEN MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, TO ANY PERSON OR ENTITY WITH RESPECT TO THE ASSIGNED PATENTS AND APPLICATIONS, ALL OF WHICH ARE PROVIDED "AS IS", AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. MILLIKEN SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT.

3. **General Provisions.**

a. **Severability.** If any provision of this Assignment is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this Assignment shall remain in full force and effect and, to the extent permitted by applicable law, such illegal or unenforceable provision shall be deemed automatically amended in accordance with the parties' original intent to the minimum extent necessary to make such provision legal and enforceable.

b. **Entire Agreement.** This Assignment (including any Attachments hereto) constitutes the entire agreement between the Parties concerning the subject matter hereof, supersedes all prior oral or written understandings between the Parties concerning the subject matter hereof and shall not be contradicted, waived, or supplemented by any course of dealing between the Parties.

c. **Amendment and Waiver.** This Assignment shall not be amended except by a writing signed by both Milliken and Metyx. No provision of this Assignment may be waived except by a writing signed by an authorized representative of the party waiving its right(s) hereunder.

d. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Milliken and Metyx and their respective successors, assigns, and legal representatives.

e. **Headings.** The headings and captions in this Assignment have been inserted for convenience of reference and are not part of this Assignment.

f. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, Milliken and Metyx have caused their duly authorized representatives to execute this Assignment to be effective as of the date first above written.

[SIGNATURE PAGES TO FOLLOW]

Assignee

METYX USA INC.

Address: 2504 Lowell Road, Gastonia, North Carolina (NC) 28054 USA

Place: Kaposvar, Hungary

By: 

Print Name: Begim Ugur Ustinel

Title: President

Nationality: Turkey

Assignor

MILLIKEN & COMPANY

Address: 920 Milliken Road M-495, Spartanburg, South Carolina (SC) 29303 USA

Place: Spartanburg, South Carolina

By: _____

Print Name: Alex Kim

Title: EVP, Corporate Development

Nationality: United States

ATTACHMENT 1
SCHEDULE OF ASSIGNED PATENTS AND APPLICATIONS

Milliken Case No. and Title*	Application No.	Patent No.	Country
6162 Fiber Reinforced Core Panel			
	EP09710765.0	602009043197.8	Germany
	EP09710765.0	EP2247802	Denmark
	EP09710765.0	EP2247802	EP
	EP09710765.0	EP2247802	Spain
	EP09710765.0	EP2247802	GB
	5675/DELNP/2010	----	India
	EP09710765.0	EP2247802	Italy
	EP09710765.0	EP2247802	Netherlands
	12/069,722	7,851,048	United States
	12/940,396	8,157,937	United States
	13/085,910	8,114,501	United States
6424 Method and Apparatus for Combining Elongated Strips			
	201210064891.8	ZL201210064891.8	China

Milliken Case No. and Title*	Application No.	Patent No.	Country
	13/065,086	8,641,848	United States
6512 Fiber Reinforced Core Panel Able to Be Contoured			
	201220095052.8	ZL201220095052.8	China
6557 Process for Forming a Fiber Reinforced Core Panel Able to Be Contoured			
	13/065,087	8,646,183	United States
6641 Composite Reinforced Cores and Panels			
	201280027512.6	ZL201280027512.6	China
	EP12709236.9	602012007581.3	Germany
	EP12709236.9	EP2694275	Denmark
	EP12709236.9	EP2694275	EP
	EP12709236.9	EP2694275	Spain
	EP12709236.9	EP2694275	GB
	13/066,002	8,663,791	United States
6642 Composite Cores and Panels			
	2010301103	2010301103	Australia
	BR112012007510-1	---	Brazil

Milliken Case No. and Title*	Application No.	Patent No.	Country
	2,775,260	2,775,260	Canada
	201080053974.6	ZL201080053974.6	China
	201510505403.6	---	China
	EP10820947.9	602010035694.9	Germany
	EP10820947.9	EP2483076	Denmark
	EP10820947.9	EP2483076	EP
	EP10820947.9	EP2483076	Spain
	EP10820947.9	EP2483076	GB
	2765/DELNP/2012	---	India
	EP10820947.9	EP2483076	Italy
	2012-7011131	10-1359827	South Korea
	EP10820949.9	EP2483076	Netherlands
	12/924,611	8,470,425	United States
	13,898,927	9,186,863	United States
	14,716,420	9,731,472	United States
6644 Fiber Reinforced Composite Cores and Panels			

Milliken Case No. and Title*	Application No.	Patent No.	Country
	2,519,866	2,519,866	Canada
	EP04801885.7	602004045070.7	Germany
	EP04801885.7	EP1617993	Denmark
	EP04801885.7	EP1617993	EP
	EP04801885.7	EP1617993	Spain
	EP04801885.7	EP1617993	GB
	10/810,298	7,393,577	United States
6645 Composite Cores and Panels			
	12/924,612	8,389,104	United States
6646 Fiber Reinforced Composite Cores and Panels			
	2,395,888	2,395,888	Canada
	00988378.6	60049224.9	Germany
	EP00988378.6	EP1265744	Denmark
	EP00988378.6	EP1265744	EP
	EP00988378.6	EP1265744	Spain
	EP00988378.6	EP1265744	GB

Milliken Case No. and Title*	Application No.	Patent No.	Country
	2001-548280	4991985	Japan
	09/749,064	6,740,381	United States
6650 Fiber Reinforced Composite Cores and Panels			
	2007354365	2007354365	Australia
	P10716707-5	---	Brazil
	2,673,013	2,673,013	Canada
	200780041781.7	ZL200780041781.7	China
	3238/CHENP/2009	---	India
	2012-283411	5685244	Japan
	11/983,317	8,419,883	United States

*Titles taken from US application; may vary slightly in corresponding international applications