

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5353519

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KURARAY CO., LTD.	10/01/2018
RECEIVING PARTY DATA	
Name:	CORNING INCORPORATED
Street Address:	SP-TI-3-1
City:	CORNING
State/Country:	NEW YORK
Postal Code:	14831
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11813720
CORRESPONDENCE DATA	
Fax Number:	(607)974-3848
<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:	607-974-0084
Email:	carltonka@corning.com
Correspondent Name:	CORNING INCORPORATED
Address Line 1:	SP-TI-3-1
Address Line 4:	CORNING, NEW YORK 14831
ATTORNEY DOCKET NUMBER:	SP18-707
NAME OF SUBMITTER:	SUSAN S. WILKS
SIGNATURE:	/Susan S. Wilks/
DATE SIGNED:	01/31/2019
Total Attachments: 5	
source=20181001_SP18-707_US_Assignment_as_filed#page1.tif	
source=20181001_SP18-707_US_Assignment_as_filed#page2.tif	
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**PATENT ASSIGNMENT AGREEMENT
FOR PATENT FAMILY 7**

This PATENT ASSIGNMENT AGREEMENT (this "Agreement"), dated as of October 1, 2018 is entered into by and between Kuraray Co., Ltd. a Japanese corporation ("Assignor") and Corning Incorporated, a New York corporation ("Assignee"), collectively the "Parties".

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of October 1, 2018 (the "APA"), pursuant to which Assignor has agreed to sell and transfer and Assignee has agreed to purchase and assume from Assignor the Transferred Patents (as defined below) upon the terms and subject to the conditions set forth in the APA;

WHEREAS, this Agreement is an Ancillary Agreement pursuant to the APA;

WHEREAS, this Agreement is being entered into by the Parties as a condition and mutual inducement to the Closing;

WHEREAS, pursuant to the APA, Assignee has agreed to purchase and accept, and Assignor has agreed to sell, transfer, convey and assign to Assignee all of Assignor's right, title and interest in and to the Patents identified in Appendix A hereto (the "Transferred Patents"); and

WHEREAS, pursuant to the APA, Assignee has agreed to assume, and Assignor has agreed to assign to Assignee, all of Assignor's right and obligations under the Agreements identified in Appendix B hereto (the "Transferred IP Agreements").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Assignment and Assumption. Assignor does hereby sell, transfer, convey and assign unto Assignee all of Assignor's right, title and interest in, to and under the Transferred Patents, including, without limiting the generality of the foregoing, the right to sue and recover damages and associated costs and attorney fees and obtain equitable relief for past, present and future infringement, misappropriation or other violation thereof and to fully and entirely stand in the place of Assignor in all matters related to the Transferred Patents. Assignee does hereby assume, and Assignor does hereby assign to Assignee, all of Assignor's right and obligations under the Transferred IP Agreements.

2. Filing and Prosecution. Assignee will undertake the maintenance of the Patents at Assignee's sole expense.

3. **Further Assurances.** Except as expressly set forth in this section, the Assignee shall be solely responsible for all actions and all costs whatsoever, including but not limited to taxes, attorneys' fees and patent office fees in any jurisdiction, associated with the perfection of the Assignee's right, title, and interest in and to each Transferred Patent and recordation thereof. Assignor shall execute and deliver such additional documents as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement. If Assignee is unable, for any reason, to secure Assignor's signature to any document it is entitled to under this Agreement, Assignor hereby irrevocably designates and appoints Assignee and Assignees duly authorized officers, agents, and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents to further the purposes of this Agreement with the same legal force and effect as if executed by Assignor.

4. **Due Authorization.** Assignor hereby authorizes and requests the Commissioner for Patents of the United States and any other official of any applicable Governmental Authority to record Assignee as the assignee and owner of Assignor's interest in the Transferred Patents, and to issue any and all registrations from any and all applications for registration included in the Transferred Patents in and to the name of Assignee.

5. **Successors and Assigns; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign any of its rights or delegate any of its obligations under this Agreement, by operation of Law or otherwise, without the prior written consent of the other Party (which shall not be unreasonably withheld or delayed), and any attempt to assign this Agreement without such consent will be void and of no force or effect. No assignment pursuant to this Article 5 shall relieve the assigning party of any of its obligations under this Agreement.

6. **General Provisions.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the APA. All applicable terms of the APA are incorporated by reference. In the event of any conflict or inconsistency between the terms of the APA and the terms of this Agreement, the terms of this Agreement shall govern.

7. **Counterparts; Signatures.** This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

8. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CORNING INCORPORATED



By: Eric Musser
Eric Musser
Executive Vice President
Corning Technologies and International

KURARAY CO., LTD.

By: T. Kashimura
Tsugunori Kashimura
Senior Executive Officer
Research and Development Division
Kuraray Co., Ltd.

[Signature Page to the Kuraray-Nishio Patent Assignment Agreement]

APPENDIX A
TRANSFERRED PATENTS

Family	Reference number	status	Country	P/U	Appl. No.	Appl. Date	Reg. No.	Title
7	2005P00001	Registered	JP	Pat.	2005-003926	1/11/2005	4672376	Method of Culturing Cells Under Regulation the Extension Direction
	2006P00373	Registered	DE	Pat.	6711533.7	1/11/2006	602006055294.7	Method of Culturing Cells Under Regulation the Extension Direction
	2006P00373	Registered	GB	Pat.	6711533.7	1/11/2006	1840207	Method of Culturing Cells Under Regulation the Extension Direction
	2006P00373	Registered	FR	Pat.	6711533.7	1/11/2006	1840207	Method of Culturing Cells Under Regulation the Extension Direction
	2006P00373	Registered	NL	Pat.	6711533.7	1/11/2006	1840207	Method of Culturing Cells Under Regulation the Extension Direction
	2006P00373	Registered	CH	Pat.	6711533.7	1/11/2006	1840207	Method of Culturing Cells Under Regulation the Extension Direction
	2006P00373	Registered	TW	Pat.	95101710	1/17/2006	1383048	Method of Culturing Cells Under Regulation the Extension Direction
	2006P00373	Registered	US	Pat.	11/813720	1/11/2006	9005970	Method of Culturing Cells Under Regulation the Extension Direction

APPENDIX B

TRANSFERRED IP AGREEMENTS

- 1. Consent Agreement dated August 8, 2018**
- 2. Joint Patent Application Agreement dated January 11, 2005**
- 3. Memorandum for Joint Patent Application Agreement dated December 13, 2007**