

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5373800

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IMERYS METALCASTING GERMANY GMBH	12/14/2018
RECEIVING PARTY DATA	
Name:	IMERTECH SAS
Street Address:	43 QUAI DE GRENELLE
City:	PARIS
State/Country:	FRANCE
Postal Code:	75015
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8627877
Application Number:	15558802
CORRESPONDENCE DATA	
Fax Number:	(202)408-4400
<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:	202.216.5492
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Address Line 1:	901 NEW YORK AVE., NW
Address Line 4:	WASHINGTON, D.C. 20001
ATTORNEY DOCKET NUMBER:	METALCAST TO IMERTECH SAS
NAME OF SUBMITTER:	AMY-MARIE GONNELLA
SIGNATURE:	/Amy-Marie Gonnella/
DATE SIGNED:	02/13/2019
Total Attachments: 10	
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Imerys Ref.: Imerys Metalcasting Germany GmbH

ASSIGNMENT

THIS DEED OF ASSIGNMENT is made on 14, day of December, 2018.

BETWEEN

- (1) IMERYS METALCASTING GERMANY GmbH whose registered office is at Duisburger Str. 69-73, Oberhausen 46049 Germany (the "Assignor"); and
- (2) IMERTECH SAS whose registered office is at 43 Quai de Grenelle, Paris, France 75015 (the "Assignee")

BACKGROUND:

- (A) The Assignor has agreed to assign and hereby assigns the Intellectual Property Rights described in Schedule 1 to the Assignee on the terms set out below.

AGREEMENT:

The parties **AGREE** as follows:

1. Definitions

In this Assignment unless the context otherwise requires:

"**Intellectual Property Rights**" means all of Assignor's patents, patent applications, utility models, registered designs, and any and all copyright, database rights, moral rights, design right, and all similar property rights subsisting in or arising out of such patents, patent applications, utility models and registered designs, including those identified in in Schedule 1;

"**Know-how**" means know-how, research data, trial results, designs, knowledge, trade secrets and all other information, documents and material recorded in whatever form or medium relating to the Intellectual Property Rights or the Assignee's business and including any information disclosed in a patent application;

2. Assignment

Pursuant to and in consideration of the Transfer of Legacy Intellectual Property Rights Agreement previously signed between the Assignee and the Assignor, and the sum of £1, now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor assigns to the Assignee with full title guarantee free from all and any charges or other third party rights all his right, title and interest in the Intellectual Property Rights and Know How, together with all rights of action, remedies, powers and benefits relating to any of the Intellectual Property Rights and Know How, including the right to apply for a patent application at the European Patent Office and in any other country or patent office of the world, including the right to claim priority from any patent application filed for the Invention, including all provisionals, non-provisionals, divisionals, continuations, continuations in part, reexaminations, reissues and all other applications for any patent that shall be filed, issued or granted in any country on such inventions, including but not limited to utility models, designs, design patents, as well as envelope soleau and like rights of exclusion; and the right to sue for damages and other relief for

Imerys Ref.: Imerys Metalcasting Germany GmbH

infringement in any of the Intellectual Property rights and Know How, whether taking place before or after the date of this Assignment.

3. Confidentiality

The Assignor shall keep and procure to be kept secret and confidential the Know-how and other confidential information acquired from or through the Assignee and will not use nor disclose the same save with the prior written consent of the Assignee.

4. Further Assurance

The Assignor undertakes that, at the request and expense of the Assignee, it will do all acts and things (including, without limitation, making declarations and oaths) and execute all documents that may be reasonably necessary under the law of any country for completing the transfer to the Assignee of the full right, title and interest to any of the rights assigned by clause 2 or to record the assignment at any country's national patent office or other official body as may be required.

At the request of the Assignee, the Assignor shall (at the Assignee's expense) provide all assistance to the Assignee which may be necessary in connection with bringing or defending any proceedings relating to any of the rights assigned by clause 2.

5. Applicable Law and Jurisdiction

This Assignment and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of France and all disputes and claims arising out of or relating to this Assignment shall be subject to the exclusive jurisdiction of the Commercial Court of Paris, to which the parties irrevocably submit.

IN WITNESS of the above the Assignor and Assignee have signed executed this Assignment on the date written at the head of this Assignment.

ASSIGNOR NAME: IMERYS METALCASTING GERMANY GmbH

Signature: _____

Printed Name: _____

Corporate Title: _____

ASSIGNEE NAME: IMERTECH SAS

Signature: _____

Printed Name: _____

Corporate Title: _____

Imerys Ref: Imerys Metalcasting Germany GmbH

Schedule 1

<u>Docket Number</u>	<u>Country / Region</u>	<u>Application Number</u>	<u>First Filing Date</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Grant Date</u>	<u>Assignor</u>
<u>P55.55008.EP</u>	European Patent Convention	14700045.9	1/4/2013	1/3/2014	2941327	7/25/2018	IMERYS METALCASTING GERMANY
<u>P55.55008.EP.ER</u>	France	14700045.9	1/4/2013	1/3/2014	2941327	7/25/2018	IMERYS METALCASTING GERMANY
<u>P55.55008.EP.DE</u>	Germany	14700045.9	1/4/2013	1/3/2014	2941327	7/25/2018	IMERYS METALCASTING GERMANY
<u>P55.55008.EP.IT</u>	Italy	14700045.9	1/4/2013	1/3/2014	2941327	7/25/2018	IMERYS METALCASTING GERMANY
<u>P55.55018.EP</u>	European Patent Convention	17209150.6	12/20/2017	12/20/2017			IMERYS METALCASTING GERMANY
<u>P55.56012.EP</u>	European Patent Convention	16711222.6	3/16/2015	3/16/2016			IMERYS METALCASTING GERMANY
<u>P55.56001.EI</u>	Finland	6002715.8	2/12/2005	2/10/2006	1690658	3/4/2015	IMERYS METALCASTING GERMANY
<u>P55.56011.EI</u>	Finland	8864431.5	12/22/2007	12/20/2008	2227596	5/25/2016	IMERYS METALCASTING GERMANY
<u>P55.55002.DE</u>	Germany	3706454	2/7/2002	2/7/2003	1469960	6/15/2005	IMERYS METALCASTING GERMANY
<u>P55.55003.DE</u>	Germany	8009314.9	6/12/2007	5/21/2008	2014391	8/31/2014	IMERYS METALCASTING GERMANY

Imerys Ref.: Imerys Metalcasting Germany GmbH

P56.56001.DE 1	Germany	1020050064 92.2	2/12/2005	2/12/2005			IMERYS METALCAST ING GERMANY
P56.56001.DE 2	Germany	6002715.8	2/12/2005	2/10/2006	1690658	3/4/2015	IMERYS METALCAST ING GERMANY
P56.56010.DE	Germany	1020070181 70	4/18/2007	4/18/2007	1020070181 70	9/23/2010	IMERYS METALCAST ING GERMANY
P56.56011.DE	Germany	8864431.5	12/22/2007	12/20/2008	2227596	5/25/2016	IMERYS METALCAST ING GERMANY
P56.56011.DE	Germany	1020070623 70.6	12/22/2007	12/22/2007			IMERYS METALCAST ING GERMANY
P56.56012.DE	Germany	1020151038 31.5	3/16/2015	3/16/2015			IMERYS METALCAST ING GERMANY
P57.57020.DE	Germany	10242689.9	9/13/2002	9/13/2002	10242689.9	6/24/2004	IMERYS METALCAST ING GERMANY
P56.56012.JE	Japan	2017-567541	3/16/2015	3/16/2016			IMERYS METALCAST ING GERMANY
P55.55018.WO	Patent Cooperatio n Treaty		12/20/2017				IMERYS METALCAST ING GERMANY
P56.56012.NR	Republic of Korea	10-2017-702 9299	3/16/2015	3/16/2016			IMERYS METALCAST ING GERMANY
P55.55011.US	United States	13/062619	9/5/2008	8/25/2009	8627877	1/14/2014	IMERYS METALCAST ING GERMANY

Imerys Ref.: Imerys Metalcasting Germany GmbH

P56.56012.US	United States	15/558802	3/16/2015	3/16/2016			IMERYS METALCAST ING GERMANY
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Imerys Ref.: Imerys Metalcasting Germany GmbH

ASSIGNMENT

THIS DEED OF ASSIGNMENT is made on 17th, day of December, 2018.

BETWEEN

- (1) IMERYS METALCASTING GERMANY GmbH whose registered office is at Duisburger Str. 69-73, Oberhausen 46049 Germany (the "Assignor"); and
- (2) IMERTECH SAS whose registered office is at 43 Quai de Grenelle, Paris, France 75015 (the "Assignee")

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"Know-how" means know-how, research data, trial results, designs, knowledge, trade secrets and all other information, documents and material recorded in whatever form or medium relating to the Intellectual Property Rights or the Assignee's business and including any information disclosed in a patent application;

2. Assignment

Pursuant to and in consideration of the Transfer of Legacy Intellectual Property Rights Agreement previously signed between the Assignee and the Assignor, and the sum of £1, now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor assigns to the Assignee with full title guarantee free from all and any charges or other third party rights all his right, title and interest in the Intellectual Property Rights and Know How, together with all rights of action, remedies, powers and benefits relating to any of the Intellectual Property Rights and Know How, including the right to apply for a patent application at the European Patent Office and in any other country or patent office of the world, including the right to claim priority from any patent application filed for the Invention, including all provisionals, non-provisionals, divisionals, continuations, continuations in part, reexaminations, reissues and all other applications for any patent that shall be filed, issued or granted in any country on such inventions, including but not limited to utility models, designs, design patents, as well as envelope soleau and like rights of exclusion; and the right to sue for damages and other relief for

Imerys Ref.: Imerys Metalcasting Germany GmbH

infringement in any of the Intellectual Property rights and Know How, whether taking place before or after the date of this Assignment.

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4. Further Assurance

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At the request of the Assignee, the Assignor shall (at the Assignee's expense) provide all assistance to the Assignee which may be necessary in connection with bringing or defending any proceedings relating to any of the rights assigned by clause 2.

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IN WITNESS of the above the Assignor and Assignee have signed executed this Assignment on the date written at the head of this Assignment.

ASSIGNOR NAME: IMERYS METALCASTING GERMANY GmbH

Signature: _____

Printed Name: _____

Corporate Title: _____

ASSIGNEE NAME: IMERTECH SAS

Signature: _____

Printed Name: Thierry Malerne

Corporate Title: President

Imerys Ref.: Imerys Metalcasting Germany GmbH

Schedule 1

Docket Number	Country / Region	Application Number	First Filing Date	Application Date	Patent Number	Grant Date	Assignor
P55.55008.EP	European Patent Convention	14700045.9	1/4/2013	1/3/2014	2941327	7/25/2018	IMERYS METALCASTING GERMANY
P55.55008.EP-ER	France	14700045.9	1/4/2013	1/3/2014	2941327	7/25/2018	IMERYS METALCASTING GERMANY
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P55.55008.EP-IT	Italy	14700045.9	1/4/2013	1/3/2014	2941327	7/25/2018	IMERYS METALCASTING GERMANY
P55.55018.EP	European Patent Convention	17209150.6	12/20/2017	12/20/2017			IMERYS METALCASTING GERMANY
P56.56012.EP	European Patent Convention	16711222.6	3/16/2015	3/16/2016			IMERYS METALCASTING GERMANY
P56.56001.FI	Finland	6002715.8	2/12/2005	2/10/2006	1690658	3/4/2015	IMERYS METALCASTING GERMANY
P56.56011.FI	Finland	8864431.5	12/22/2007	12/20/2008	2227596	5/25/2016	IMERYS METALCASTING GERMANY
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P56.56011.DE	Germany	8864431.5	12/22/2007	12/20/2008	2227598	5/25/2016	IMERYS METALCAST ING GERMANY
P56.56011.DE	Germany	1020070623 70.6	12/22/2007	12/22/2007			IMERYS METALCAST ING GERMANY
P56.56012.DE	Germany	1020151038 31.5	3/16/2015	3/16/2015			IMERYS METALCAST ING GERMANY
P57.57020.DE	Germany	10242689.9	9/13/2002	9/13/2002	10242689.9	6/24/2004	IMERYS METALCAST ING GERMANY
P56.56012.JP	Japan	2017-567541	3/16/2015	3/16/2016			IMERYS METALCAST ING GERMANY
P55.55018.WO	Patent Cooperatio n Treaty		12/20/2017				IMERYS METALCAST ING GERMANY
P56.56012.KR	Republic of Korea	10-2017-702 9299	3/16/2015	3/16/2016			IMERYS METALCAST ING GERMANY
P55.55011.US	United States	13/062619	9/5/2008	8/25/2009	8627877	1/14/2014	IMERYS METALCAST ING GERMANY

Imerys Ref.: Imerys Metalcasting Germany GmbH

P56.56012.US	United States	15/558802	3/16/2015	3/18/2016			IMERYS METALCAST ING GERMANY
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