

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5399991

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CLARIANT PRODUCTION (FRANCE) S.A.S.	02/08/2019
RECEIVING PARTY DATA	
Name:	CLARIANT HEALTHCARE PACKAGING (FRANCE) S.A.S.
Street Address:	6, RUE LOUISE MICHEL
City:	CHOISY LE ROI
State/Country:	FRANCE
Postal Code:	94600
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15323480
CORRESPONDENCE DATA	
Fax Number:	(502)589-4994
<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:	5025894215
Email:	scox@lynchcox.com
Correspondent Name:	SCOTT R. COX LYNCH, COX, GILMAN & GOODMAN, P.S.C.
Address Line 1:	500 W. JEFFERSON STREET
Address Line 2:	SUITE 2100
Address Line 4:	LOUISVILLE, KENTUCKY 40202
ATTORNEY DOCKET NUMBER:	P-1763
NAME OF SUBMITTER:	SCOTT R. COX
SIGNATURE:	/Scott R. Cox/
DATE SIGNED:	03/01/2019
Total Attachments: 5	
source=Assignment_02-08-19#page1.tif	
source=Assignment_02-08-19#page2.tif	
source=Assignment_02-08-19#page3.tif	
source=Assignment_02-08-19#page4.tif	
source=Assignment_02-08-19#page5.tif	

Patent Assignment Agreement

dated as of February 08, 2019

by and between

**Clariant Production (France) S.A.S.
6, rue Louise Michel
94600 Choisy le Roi
France**

(hereinafter the **Assignor**)

And

**Clariant Healthcare Packaging (France) S.A.S.
6, rue Louise Michel
94600 Choisy le Roi
France**

(hereinafter the **Assignee**)

(Assignor and Assignee together the **Parties**)

Whereas

- (A) The Assignor is the sole owner of the following patent applications (hereinafter Patent):
- the U.S. patent application no. 15/323,480 filed on July 1, 2015 and titled "Container"
 - the Japanese patent application no. 2016-576044 filed on July 1, 2015 and titled "Container"
 - the Chinese patent application no. 201580036943.2 filed on July 1, 2015 and titled "Container", and
 - the Taiwanese patent application no. 104121768 filed on July 3, 2015 and titled "Container"
- (B) The Assignor desires to sell and assign these Assignor's rights, title and interest in and to the Patent, and the Assignee desires to assume and accept the assignment of all such rights, subject to this agreement.

NOW THEREFORE, the Parties agree as follows:

1. Assignment

Assignor hereby sells, assigns, conveys and transfers to Assignee all of the Assignor's respective right, title and interest in and to the Patent, which are owned by the Assignor.

This assignment expressly includes the right to claim priority under the Paris Convention (or similar national or international regulations) to the Patent.

2. Recording of Assignment / Expenses for Assignment

Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, such further documents and take such further action that may be necessary or desirable to assist Assignee in perfecting the assignment, conveyance and transfer of the Patent, including, without limitation, any assignment documents required to be recorded under the laws of relevant foreign jurisdictions to perfect the assignment, conveyance and transfer hereunder. The expenses of the assignment, the preparing and filing of such documents and any action required ancillary thereto shall be borne by the Assignee.

3. **Purchase Price**

The consideration for the Patent shall be an amount of EUR 1 (one Euro) excluding VAT, if any (the **Purchase Price**), the receipt of which is hereby acknowledged by Assignor.

4. Costs and Expenses

Except as expressly provided otherwise herein, each party shall bear its own costs and expenses (including advisory fees) incurred in the negotiation, preparation and completion of this Agreement.

5. General Provisions

5.1 Effect on Third Parties

No person other than the Parties shall have any rights or benefits under this Agreement, and nothing in this Agreement is intended to confer on any person other than the Parties any rights, benefits or remedies.

5.2 Amendments and Waivers

This Agreement may only be modified or amended by a document signed by the Parties, unless stricter form is required by law. Any provision contained in this Agreement may only be waived by a document signed by the party waiving such provision.

5.3 No Assignment

The Parties shall not assign this Agreement or any rights or obligations hereunder to any third party without the prior written consent of Assignor (if the assignment is proposed to be undertaken by Assignee) or Assignee (if the assignment is proposed to be undertaken by Assignor).

5.4 Severability

Should any part or provision of this Agreement be held to be invalid or unenforceable by any competent arbitral tribunal, court, governmental or administrative authority having jurisdiction, the other provisions of this Agreement shall nonetheless remain valid. In this case, the Parties shall endeavour to negotiate a substitute provision that best reflects the economic intentions of the Parties without being unenforceable, and shall execute all agreements and documents required in this connection.

5.5 Effectiveness

This Agreement shall enter into effect as of December 28, 2017.

6. Governing Law | Dispute Resolution

This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland, without regard to conflicts of law principles.

Any dispute, controversy or claim arising out of, or in relation to, this Agreement, including the validity, invalidity, breach or termination thereof, shall be resolved, to the exclusion of the ordinary courts, by a three-person arbitral tribunal in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date on which Notice of Arbitration is submitted in accordance with such rules, with Assignor on the one hand and Assignee on the other hand each appointing one arbitrator and the two arbitrators thus appointed designating the third arbitrator who shall be the chairperson of the arbitral tribunal. The appointing authority shall be the Zurich Chamber of Commerce. The proceedings shall be conducted and any award shall be rendered in English. The seat of arbitration shall be Zurich, Switzerland.

7. Execution

This Assignment may be executed in a number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Delivery of an executed counterpart of a signature page of this Assignment by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Assignment.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

Clariant Production (France) S.A.S.

By: Arnaud FRETE (CEO) 

Clariant Healthcare Packaging (France) S.A.S.

By: Arnaud FRETE (CEO) 