

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5521307

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ELEMENT SIX (PRODUCTION) (PTY) LIMITED	05/14/2019
ELEMENT SIX (TRADE MARKS) LIMITED	05/14/2019
ELEMENT SIX ABRASIVES SOCIETE ANONYME	05/14/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ELEMENT SIX ABRASIVES HOLDINGS LIMITED
<b>Street Address:</b>	20 CARLTON HOUSE TERRACE
<b>City:</b>	LONDON
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	SW1Y 5AN
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14648984
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	+441235441145
<b>Email:</b>	groupip@e6.com
<b>Correspondent Name:</b>	ANDREW WHITEHEAD
<b>Address Line 1:</b>	ELEMENT SIX, FERMI AVENUE, HARWELL CAMPUS
<b>Address Line 4:</b>	DIDCOT, UNITED KINGDOM OX11 0QR
<b>ATTORNEY DOCKET NUMBER:</b>	PF1201-USW-0
<b>NAME OF SUBMITTER:</b>	ANDREW WHITEHEAD
<b>SIGNATURE:</b>	/Andrew Whitehead/
<b>DATE SIGNED:</b>	05/14/2019
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 8</b>	
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# CONFIRMATORY ASSIGNMENT

## PARTIES:

- (1) **Element Six (Production) (Pty) Limited**, of 1 Debid Road, Nuffield, Springs, South Africa and registered in South Africa under number 60/04396/07 ("E6-ZA");
- (2) **Element Six (Trade Marks) Limited**, previously Element Six (Trade Marks), of Shannon Airport, County Clare, Ireland, and registered in Ireland under number 25542 ("E6-TM");
- (3) **Element Six Abrasives Société Anonyme**, formerly of 48, rue de Bragance, L-1255 Luxembourg, and formerly registered in Luxembourg under number B93186, now merged, effective 26 October 2017, into Element Six Abrasives Holdings Limited by a cross border merger pursuant to European Union Directive 2005/56/EC ("E6-LUX"); and
- (4) **Element Six Abrasives Holdings Limited**, a private company limited by shares and incorporated in England under company number 07359523 having its registered office at 20 Carlton House Terrace, London, SW1Y 5AN, United Kingdom ("E6-AHOL").

## 1. DEFINITIONS:

- 1.1 "APPLICATION" shall mean, jointly and severally, the patent applications set out as follows:

Country	Application No. and Application Date	Inventors	Title	References
GB	1221800.4 priority application filed on 04 December 2012	Johan Ewald WESTRAADT	Super Hard Constructions & Methods of Making Same	PF1201-GB-0
US	61/733,174 provisional application filed on 04 December 2012			PF1201-US-0
GB	1321220.4 filed on 02 December 2013, claiming priority from GB1221800.4 and US61/733,173			PF1201-GB-2
PCT	PCT/EP2013/075261 filed on 02 December 2013, claiming priority from GB1221800.4 and US61/733,173			PF1201-WO-0
US	14/648,984 filed on 02 June 2015, derived from PCT/EP2013/075261			PF1201-USw-0

- 1.2 "FIRST DEED" shall mean Deed of Assignment dated 28<sup>th</sup> June 2011 (the EFFECTIVE DATE) between E6-ZA and E6-TM.
- 1.3 "INVENTION" shall mean the invention to which the APPLICATION relates.
- 1.4 "SUB-CONTRACTOR AGREEMENT" shall mean the Sub-Contractor Agreement relating to Research & Development Services dated the EFFECTIVE DATE between E6-ZA, E6-LUX and a third party, by which E6-ZA assigns to E6-LUX (i) intellectual property rights legally owned solely by E6-ZA, (ii) its share in intellectual property rights legally owned jointly by E6-ZA and E6-LUX, and (iii) its share in intellectual property rights legally owned by E6-ZA and one of the subsidiaries of E6-LUX.
- 1.5 "SUBSEQUENT DEED" shall mean the deed of assignment E6-TM to E6-LUX dated the EFFECTIVE DATE.

- 1.6 "CONFIRMATORY DEED" shall mean the Confirmatory Deed of Intellectual Property Transfer executed by E6-LUX, E6-AHOL and other parties, having an effective date of 26 October 2017, and comprising schedules listing the patent families legally owned by E6-LUX as at the 26 October 2017.
- 1.7 "POWER OF ATTORNEY" shall mean the power of attorney executed on 21 October 2017 by E6-LUX and E6-AHOL authorising E6-AHOL to act on the behalf of E6-LUX in respect of all matters arising from the merger of E6-LUX into E6-AHOL.
2. **WHEREAS**
- 2.1 E6-ZA's and E6-TM's property, right, title and interest in and to the INVENTION and the APPLICATION have already been assigned to E6-LUX by virtue of the FIRST DEED, the SUBSEQUENT DEED and the SUBCONTRACTOR AGREEMENT.
- 2.2 By the FIRST DEED E6-ZA assigns to E6-TM its property right title and interest in and to certain Registered Intellectual Property Rights and certain unregistered Intellectual Property Rights ("UNREGISTERED IP") including the INVENTION, and by the SUBSEQUENT DEED E6-TM assigns the same to E6-LUX. The assignment from E6-ZA to E6-TM of the UNREGISTERED IP includes: (i) the assignment of E6-ZA's right to apply for and obtain patents relating to the INVENTION, and hence E6-ZA's right to apply for the APPLICATION, and to obtain a patent for the APPLICATION, and also (ii) the assignment of E6-ZA's right title and interest in all patent applications, patents, supplementary protection certificates, design applications and design registrations which relate to the INVENTION, and hence E6-ZA's right title and interest in the APPLICATION. In the same way the assignment from E6-TM to E6-LUX of the UNREGISTERED IP includes: (i) the assignment of E6-TM's right to apply for and obtain patents relating to the INVENTION, and hence E6-TM's right to apply for the APPLICATION, and to obtain a patent for the APPLICATION, and also (ii) the assignment of E6-TM's right title and interest in all patent applications, patents, supplementary protection certificates, design applications and design registrations which relate to the INVENTION, and hence E6-TM's right title and interest in the APPLICATION.
- 2.3 By the SUB-CONTRACTOR AGREEMENT E6-ZA assigns to E6-LUX all intellectual property rights legally owned solely by E6-ZA, legally owned jointly by E6-ZA and E6-LUX, or legally owned by E6-ZA and one of the subsidiaries of E6-LUX. Therefore by the SUB-CONTRACTOR AGREEMENT E6-ZA's right title and interest in any and each part of the INVENTION and the APPLICATION not otherwise assigned by virtue of the FIRST DEED and the SUBSEQUENT DEED from E6-ZA to E6-TM and then on to E6-LUX have been assigned, by virtue of the SUB-CONTRACTOR AGREEMENT, directly from E6-ZA to E6-LUX.
- 2.4 E6-LUX merged into E6-AHOL by a cross border merger pursuant to European Union Directive 2005/56/EC having an effective date of 26 October 2017. All E6-LUX's assets and liabilities as well as all rights and obligations under all its contracts were transferred to E6-AHOL by universal succession/operation of law.
- 2.5 By the CONFIRMATORY DEED, E6-LUX acknowledged confirmed and ensured that, pursuant to the cross border merger of E6-LUX into E6-AHOL pursuant to European Union Directive 2005/56/E, effective 26 October 2017, the legal rights of E6-LUX pertaining to all intellectual property listed in the schedules to the CONFIRMATORY DEED and all other intellectual property rights belonging to E6-LUX vested in E6-AHOL.
- 2.6 By the POWER OF ATTORNEY, this Confirmatory Assignment has been executed by E6-AHOL on behalf of E6-LUX.
- 2.7 The parties have agreed to execute this Confirmatory Assignment for the purpose of ensuring that all E6-ZA's, E6-TM's and E6-LUX's legal rights in the INVENTION and the

APPLICATION and all other intellectual property rights relating thereto are vested in E6-AHOL and to confirm E6-AHOL's title to the same.

### 3. IT IS AGREED THAT:

In consideration of the sum of US\$1 (one US dollar) paid by E6-TM to E6-ZA, receipt of which is hereby acknowledged, and the sum of US\$1 (one US dollar) paid by E6-LUX to E6-TM, receipt of which is hereby acknowledged, and the sum of US\$1 (one US dollar) paid by E6-LUX to E6-ZA, receipt of which is hereby acknowledged, and the sum of US\$1 (one US dollar) paid by E6-AHOL to E6-LUX, receipt of which is hereby acknowledged.

- 3.1 E6-ZA confirms the assignment of and as necessary assigns to E6-TM, from the EFFECTIVE DATE, its right title and interest in the INVENTION and the APPLICATION, and E6-TM confirms its acceptance of, and as necessary accepts, from the EFFECTIVE DATE, E6-ZA's right title and interest in the INVENTION and the APPLICATION, this assignment having taken place by virtue of the FIRST DEED.
- 3.2 E6-TM confirms the subsequent assignment of and as necessary assigns to E6-LUX, from the EFFECTIVE DATE, its right title and interest in the INVENTION and the APPLICATION, and E6-LUX confirms its acceptance of, and as necessary accepts, from the EFFECTIVE DATE, E6-TM's right title and interest in the INVENTION and the APPLICATION this assignment having taken place by virtue of the SUBSEQUENT DEED.
- 3.3 E6-ZA confirms the assignment of, and as necessary assigns to E6-LUX, from the EFFECTIVE DATE its right title and interest in and to any and each part of the INVENTION and the APPLICATION not otherwise assigned by virtue of the FIRST and SUBSEQUENT DEED to E6-TM and then on to E6-LUX as confirmed in clauses 3.1 and 3.2 of this Agreement. The assignment confirmed or made by this clause 3.3 refers to the assignment made by virtue of the SUB-CONTRACTOR AGREEMENT,
- 3.4 The assignments of right title and interest in the INVENTION and the APPLICATION in clauses 3.1, 3.2 and 3.3 include without limitation:
  - (a) the right to apply for and obtain patents in respect of the INVENTION in any country in the world;
  - (b) the right title and interest in the APPLICATION and all patent applications, patents and supplementary protection certificates which may now or at any time in the future derive or result or claim priority from the same or otherwise relate to the INVENTION, including any divisionals, continuations, reissues, re-examination certificates, extensions, renewals and registrations in relation to any thereof and all and any other rights in the inventions comprised in any of the same (hereinafter collectively and severally "the PATENT RIGHTS");
  - (c) the benefit of all priority dates;
  - (d) the right to seek and to obtain registrations in any country in the world in respect of any patent deriving from the APPLICATION or otherwise included in the PATENT RIGHTS;
  - (e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the PATENT RIGHTS or of the rights conferred by the publication of any of the same.
- 3.5 E6-LUX confirms the assignment of and as necessary assigns to E6-AHOL, from the 26 October 2017, its right title and interest in the INVENTION and the APPLICATION, and E6-AHOL confirms its acceptance of, and as necessary accepts, from the 26 October 2017, E6-LUX's right title and interest in the INVENTION and the APPLICATION, this assignment having taken place by virtue of the cross-broader merger of E6-LUX into E6-AHOL as confirmed by the CONFIRMATORY DEED.

PF1201

- 3.6 This Confirmatory Assignment shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts in respect of any dispute relating to this Assignment.

Signed on behalf of:  
Element Six (Production) (Pty) Limited

Signature:

Name:

Position:

Date:

Signed on behalf of: Element Six (Trade  
Marks) Limited

Signature:

Name:

Position:

Date:

Signed by  
Element Six Abrasives Holdings Limited  
on behalf of:  
Element Six Abrasives Société Anonyme

Signature:

Name:

Position:

Date:

Signed on behalf of:  
Element Six Abrasives Holding Limited

Signature:

Name:

Position:

Date:

# CONFIRMATORY ASSIGNMENT

## PARTIES:

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1.7 "POWER OF ATTORNEY" shall mean the power of attorney executed on 21 October 2017 by E6-LUX and E6-AHOL authorising E6-AHOL to act on the behalf of E6-LUX in respect of all matters arising from the merger of E6-LUX into E6-AHOL.

## 2. WHEREAS

2.1 E6-ZA's and E6-TM's property, right, title and interest in and to the INVENTION and the APPLICATION have already been assigned to E6-LUX by virtue of the FIRST DEED, the SUBSEQUENT DEED and the SUBCONTRACTOR AGREEMENT.

2.2 By the FIRST DEED E6-ZA assigns to E6-TM its property right title and interest in and to certain Registered Intellectual Property Rights and certain unregistered Intellectual Property Rights ("UNREGISTERED IP") including the INVENTION, and by the SUBSEQUENT DEED E6-TM assigns the same to E6-LUX. The assignment from E6-ZA to E6-TM of the UNREGISTERED IP includes: (i) the assignment of E6-ZA's right to apply for and obtain patents relating to the INVENTION, and hence E6-ZA's right to apply for the APPLICATION, and to obtain a patent for the APPLICATION, and also (ii) the assignment of E6-ZA's right title and interest in all patent applications, patents, supplementary protection certificates, design applications and design registrations which relate to the INVENTION, and hence E6-ZA's right title and interest in the APPLICATION. In the same way the assignment from E6-TM to E6-LUX of the UNREGISTERED IP includes: (i) the assignment of E6-TM's right to apply for and obtain patents relating to the INVENTION, and hence E6-TM's right to apply for the APPLICATION, and to obtain a patent for the APPLICATION, and also (ii) the assignment of E6-TM's right title and interest in all patent applications, patents, supplementary protection certificates, design applications and design registrations which relate to the INVENTION, and hence E6-TM's right title and interest in the APPLICATION.

2.3 By the SUB-CONTRACTOR AGREEMENT E6-ZA assigns to E6-LUX all intellectual property rights legally owned solely by E6-ZA, legally owned jointly by E6-ZA and E6-LUX, or legally owned by E6-ZA and one of the subsidiaries of E6-LUX. Therefore by the SUB-CONTRACTOR AGREEMENT E6-ZA's right title and interest in any and each part of the INVENTION and the APPLICATION not otherwise assigned by virtue of the FIRST DEED and the SUBSEQUENT DEED from E6-ZA to E6-TM and then on to E6-LUX have been assigned, by virtue of the SUB-CONTRACTOR AGREEMENT, directly from E6-ZA to E6-LUX.

2.4 E6-LUX merged into E6-AHOL by a cross border merger pursuant to European Union Directive 2005/56/EC having an effective date of 26 October 2017. All E6-LUX's assets and liabilities as well as all rights and obligations under all its contracts were transferred to E6-AHOL by universal succession/operation of law.

2.5 By the CONFIRMATORY DEED, E6-LUX acknowledged confirmed and ensured that, pursuant to the cross border merger of E6-LUX into E6-AHOL pursuant to European Union Directive 2005/56/E, effective 26 October 2017, the legal rights of E6-LUX pertaining to all intellectual property listed in the schedules to the CONFIRMATORY DEED and all other intellectual property rights belonging to E6-LUX vested in E6-AHOL.

2.6 By the POWER OF ATTORNEY, this Confirmatory Assignment has been executed by E6-AHOL on behalf of E6-LUX.

2.7 The parties have agreed to execute this Confirmatory Assignment for the purpose of ensuring that all E6-ZA's, E6-TM's and E6-LUX's legal rights in the INVENTION and the



APPLICATION and all other intellectual property rights relating thereto are vested in E6-AHOL and to confirm E6-AHOL's title to the same.

### 3. IT IS AGREED THAT:

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- 3.1 E6-ZA confirms the assignment of and as necessary assigns to E6-TM, from the EFFECTIVE DATE, its right title and interest in the INVENTION and the APPLICATION, and E6-TM confirms its acceptance of, and as necessary accepts, from the EFFECTIVE DATE, E6-ZA's right title and interest in the INVENTION and the APPLICATION, this assignment having taken place by virtue of the FIRST DEED.
- 3.2 E6-TM confirms the subsequent assignment of and as necessary assigns to E6-LUX, from the EFFECTIVE DATE, its right title and interest in the INVENTION and the APPLICATION, and E6-LUX confirms its acceptance of, and as necessary accepts, from the EFFECTIVE DATE, E6-TM's right title and interest in the INVENTION and the APPLICATION this assignment having taken place by virtue of the SUBSEQUENT DEED.
- 3.3 E6-ZA confirms the assignment of, and as necessary assigns to E6-LUX, from the EFFECTIVE DATE its right title and interest in and to any and each part of the INVENTION and the APPLICATION not otherwise assigned by virtue of the FIRST and SUBSEQUENT DEED to E6-TM and then on to E6-LUX as confirmed in clauses 3.1 and 3.2 of this Agreement. The assignment confirmed or made by this clause 3.3 refers to the assignment made by virtue of the SUB-CONTRACTOR AGREEMENT,
- 3.4 The assignments of right title and interest in the INVENTION and the APPLICATION in clauses 3.1, 3.2 and 3.3 include without limitation:
  - (a) the right to apply for and obtain patents in respect of the INVENTION in any country in the world;
  - (b) the right title and interest in the APPLICATION and all patent applications, patents and supplementary protection certificates which may now or at any time in the future derive or result or claim priority from the same or otherwise relate to the INVENTION, including any divisionals, continuations, reissues, re-examination certificates, extensions, renewals and registrations in relation to any thereof and all and any other rights in the inventions comprised in any of the same (hereinafter collectively and severally "the PATENT RIGHTS");
  - (c) the benefit of all priority dates;
  - (d) the right to seek and to obtain registrations in any country in the world in respect of any patent deriving from the APPLICATION or otherwise included in the PATENT RIGHTS;
  - (e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the PATENT RIGHTS or of the rights conferred by the publication of any of the same.
- 3.5 E6-LUX confirms the assignment of and as necessary assigns to E6-AHOL, from the 26 October 2017, its right title and interest in the INVENTION and the APPLICATION, and E6-AHOL confirms its acceptance of, and as necessary accepts, from the 26 October 2017, E6-LUX's right title and interest in the INVENTION and the APPLICATION, this assignment having taken place by virtue of the cross-broader merger of E6-LUX into E6-AHOL as confirmed by the CONFIRMATORY DEED.

- 3.6 This Confirmatory Assignment shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts in respect of any dispute relating to this Assignment.

Signed on behalf of:  
Element Six (Production) (Pty) Limited

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed on behalf of: Element Six (Trade  
Marks) Limited

Signature: Thomas O'Dea  
Name: THOMAS O'DEA  
Position: DIRECTOR  
Date: 2/05/2019

Signed by  
Element Six Abrasives Holdings Limited  
on behalf of:  
Element Six Abrasives Société Anonyme

Signature: Walter Hühn  
Name: Walter HÜHN  
Position: DIRECTOR  
Date: 13 MAY 2019

Signed on behalf of:  
Element Six Abrasives Holding Limited

Signature: Matthew Mitchell  
Name: MATTHEW MITCHELL  
Position: AUTHORIZED SIGNATORY  
Date: 14 MAY 2019