

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5558791

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
INVISTA TEXTILES (U.K.) LIMITED	03/04/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TREVIRA HOLDINGS GMBH
<b>Street Address:</b>	MAX-FISCHER-STRABE 11
<b>City:</b>	BOBINGEN, BAVARIA
<b>State/Country:</b>	GERMANY
<b>Postal Code:</b>	86399
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12768541
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(704)366-9744
<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>	7047903600
<b>Email:</b>	patlaw@worldpatents.com
<b>Correspondent Name:</b>	CLEMENTS BERNARD WALKER, PLLC
<b>Address Line 1:</b>	4500 CAMERON VALLEY PARKWAY
<b>Address Line 2:</b>	SUITE 350
<b>Address Line 4:</b>	CHARLOTTE, NORTH CAROLINA 28211
<b>ATTORNEY DOCKET NUMBER:</b>	2003/02USDIV
<b>NAME OF SUBMITTER:</b>	SETH L. HUDSON
<b>SIGNATURE:</b>	/Seth L. Hudson/
<b>DATE SIGNED:</b>	06/06/2019
<b>Total Attachments: 20</b>	
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EXECUTION VERSION

DATED 4 MARCH 2019

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(1) INVISTA TEXTILES (U.K.) LIMITED

(2) TREVIRA HOLDINGS GMBH

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**TRANSFERRING IPR  
ASSIGNMENT AGREEMENT**

for the transfer of  
certain Intellectual Property Rights of  
INVISTA Textiles (U.K.) Limited

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**JONES  
DAY.** | One Firm Worldwide™

**PATENT  
REEL: 049392 FRAME: 0743**

DATED 4 MARCH 2019

**PARTIES**

- (1) INVISTA TEXTILES (U.K.) LIMITED, a private limited company formed under the laws of England and Wales with company number 04558109 whose registered office is at One St Peter's Square, Manchester, United Kingdom, M2 3DE (the "IP Seller"); and
- (2) TREVIRA HOLDINGS GMBH, a limited liability company formed under the laws of Germany, registered with the commercial register of the local court of Augsburg under registered number 25899 whose registered office is at Max-Fischer-Straße 11, 86399 Bobingen, Bavaria, Germany (the "Assignee"),

(each a "Party" and together the "Parties")

**INTRODUCTION**

- (A) The IP Seller is the owner of the Transferring IPR.
- (B) The IP Seller and/or its Affiliates have assigned certain Intellectual Property Rights related to the Transferring IPR and granted certain licences and other rights in respect of the Transferring IPR, under the Queretaro IP Agreement, the Auriga IP Licence, the Eastman Cross Licences and/or the Valspar Settlement Agreement.
- (C) Indorama Netherlands B.V. (the sole shareholder of the Assignee) ("Indorama") and the IP Seller (among others) entered into a sale and purchase agreement dated 20 December 2018 in respect of the entire issued share capital of the Company and certain Intellectual Property Rights of the IP Seller (the "Main Agreement"). The liabilities and obligations of Indorama under the Main Agreement were subsequently assumed by, and the rights and benefits of Indorama under the Main Agreement and the W&I Insurance Policy (as defined in the Main Agreement) were subsequently assigned to, the Assignee from Indorama.
- (D) Pursuant to the Main Agreement, the IP Seller has agreed to effect the transfer and assignment of the Transferring IPR on the terms set out in this Agreement. The Assignee and the IP Seller accordingly agree to effect the transfer and assignment of the Transferring IPR on the terms set out in this Agreement.
- (E) This is the Transferring IPR Assignment Agreement as referred to in the Main Agreement.

**AGREEMENT**

**1. DEFINITIONS AND RULES OF INTERPRETATION**

- 1.1 In this Agreement, the following words and expressions will have the following meanings unless the context otherwise requires:

"Affiliate" means, in relation to any person, any other person Controlling, Controlled by or under common Control with that person or persons from time to time;

"Arteva" means Arteva Specialties, S. de R.L. de C.V., a partnership organized under the laws of Mexico, having an office at Av. Prolongacion Paseo de la Reforma No. 1015, Torre "A", Floor 2 Santa Fe, C.P. 01109, Mexico;

"Auriga" means Auriga Polymers Inc., a Delaware corporation, with an address of One LakePointe Plaza, 4235 South Stream Blvd. Suite 450, Charlotte, North Carolina 28217;

"Auriga IP Licence" means the intellectual property licence agreement entered into between INVISTA Technologies S.à r.l, INVISTA North America S.à r.l and Auriga dated 1 March 2011;

"Company" means INVISTA Resins & Fibers GmbH, private limited liability company (*Gesellschaft mit beschränkter Haftung*) formed under the laws of the Federal Republic of Germany and registered at the commercial register of the local court of Frankfurt am Main under number HRB 74000 whose registered office is at Philipp-Reis-Straße 2, 65795 Hattersheim am Main, Germany;

"Control" when used with respect to any person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities or other beneficial interests, by contract or otherwise, and the terms "Controlling" and "Controlled" will be construed accordingly;

"Copolyester" means a polyester having only acid segments and diol segments wherein at least 70 mole per cent. of the acid segments are aromatic dicarboxylic acids (or their esters) and at least 70 mole per cent. of the diol segments are aliphatic and/or polyalkylene oxide diols;

"Eastman" means the Eastman Chemical Company, a Delaware corporation;

"Eastman Cross Licences" means the two cross license agreements between INVISTA North America S.à r.l and Eastman dated 1 November 2005 and 1 February 2009 respectively;

"Intellectual Property Rights" means all rights in patents, utility models, trademarks, service marks, logos, trade names, internet domain names, rights in designs and copyright (including rights in computer software) design rights, contractual waivers of moral rights, database rights, topography rights, plant variety rights, Know How, inventions, secret formulae and processes in all cases whether registered or unregistered; all other forms of protection having a similar nature or effect anywhere in the world to any of the foregoing and applications for or registrations of any of the foregoing rights;

"Know How" means all know how and trade secrets (including manufacturing and plant designs and drawings, knowledge relating to the operation of the plants and plant machinery and temperature control), in each case, to the extent documented, including the physical materials which documents such know how and trade secrets;

"Main Agreement" has the meaning given in Paragraph (C) of the Introduction;

"Manufacture of Relevant Polymer Products" means reacting raw materials in a melt or solid state polymerization process to make Relevant Polymer Products, but does not include the use or processing of material that has already been polymerized, including mixing different types of polymers, compounding additives into polymer, reacting polymers to increase molecular weight, spinning polymer into fibers, or the reactive extrusion of components into polymer;

"Patents" means the patents and patent applications short particulars of which are set out in Schedule 1;

"PET" means polyethylene terephthalate;

"Polyester" means a polyester having only acid segments and diol segments wherein at least 90 mole per cent. of the acid segments are aromatic dicarboxylic acids (or their esters) and at least 95 mole per cent. of the diol segments is ethylene glycol;

"Queretaro IP Agreement" means the intellectual property agreement entered into between INVISTA Technologies S.à r.l, INVISTA North America S.à r.l and Arteva (now Indorama Ventures Polymers Mexico, S. de R.L. de C.V.) dated December 10, 2010, as amended on December 10, 2010 and March 1, 2014.

"Relevant Polymer Products" means Polyester and Copolyester polymers for specialty PET bottle end uses and PET gas barrier applications, but excluding such polymers for any end use related to fibres and textile fibres;

"Trademarks" means the trademarks and the applications for trademarks short particulars of which are set out in Schedule 2 together with all goodwill and rights in passing off and similar rights in any territory of the world subsisting in those trademarks;

"Transferring IPR" means all Intellectual Property Rights owned by or licensed to the IP Seller as at the date of this Agreement that are (A) used exclusively by the Company in the Manufacture of Relevant Polymer Products and (B) the Patents and the Trademarks;

"Valspar" means The Valspar Corporation, a Minnesota corporation; and

"Valspar Settlement Agreement" means the settlement agreement entered into as of June 26, 2015 between INVISTA North America S.à r.l and The Valspar Corporation.

- 1.2 A reference to this "Agreement" includes the Introduction and Schedules, which form part of this Agreement. References to the Introduction, clauses and Schedules are to the clauses of, and the Introduction and Schedules to this Agreement.
- 1.3 A reference to a "person" includes any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, limited partnership, limited liability partnership, limited liability limited partnership, works council or employee representative body (in each case whether or not having separate legal personality);
- 1.4 Headings are inserted for convenience only and will not affect the construction of this Agreement.
- 1.5 Words in the singular will include the plural and vice versa.
- 1.6 A reference to "includes" or "including" will be construed as meaning "includes without limitation" or "including without limitation" (as the case may be).
- 1.7 General words will not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class or examples of acts, matters or things.
- 1.8 Capitalised terms used but not defined in this Agreement shall have the meanings given to them in the Main Agreement, unless the context otherwise requires.

## 2. ASSIGNMENT OF TRANSFERRING IPR

Pursuant to and for the consideration set out in the Main Agreement (which the IP Seller acknowledges receipt of as valuable consideration for the assignment under this Agreement), the IP Seller hereby assigns to the Assignee, subject to any licences and other rights granted to Arteva, Auriga, Eastman and Valspar or their Affiliates in respect of the Transferring IPR under the Queretaro IP Agreement, Auriga IP Licence, the Eastman Cross Licences and the Valspar Settlement Agreement, respectively, all such worldwide right, title, and interest as the IP Seller owns as at the date of this Agreement in and to the Transferring IPR, including:

- (A) in respect of any and each application in the Patents:
  - (1) the right to claim priority from and to prosecute and obtain grant of patent; and
  - (2) the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- (B) in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- (C) the right to extend to or register in, or in respect of, any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend to or register in or in respect of any country or territory in the world any patent or like protection granted on any of such applications; and
- (D) such entitlement as the IP Seller has as at the date of this Agreement to any patents granted pursuant to any applications comprised in the Patents and to any trade marks granted pursuant to any applications comprised in the Trademarks, and the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action of any of the Transferred IPR whether occurring before on or after the date of this Assignment and whether known or unknown, suspected or unsuspected.

### 3. FURTHER ASSURANCE

3.1 The Parties agree that the Assignee shall be solely responsible for recording the assignment of the Patents and Trademarks pursuant to this Agreement with any intellectual property office or other relevant governmental authority anywhere in the world.

3.2 Without prejudice and subject to clause 3.1, IP Seller shall, as soon as reasonably practicable following reasonable request by the Assignee and at Assignee's cost and expense:

- (A) execute or cause to be executed all rightful oaths, assignments and all other papers reasonably required to carry out the intent and purpose of this Assignment, including for the purposes of providing reasonable assistance to the Assignee in connection with the Assignee's responsibilities under clause 3.1; and
- (B) execute all papers and other declarations reasonably required in connection with (1) the transfer of the Transferring IPR, (2) any continuing, divisional, reissue, reexamination or other corresponding application in respect of an registered Transferring IPR or post-grant proceeding relating to any registered Transferring IPR and (3) any separate assignment in connection with any such application if and to the extent reasonable and necessary to effect the assignment of the Transferring IPR concerned,

provided, however, that nothing in this clause shall obligate the IP Seller to take any action or execute any document or other papers that will or might reasonably be expected to cause the IP Seller to suffer or incur any additional liability or any greater liability (in each case, whether actual or contingent) than created pursuant to the terms of this Agreement.

4. NOTICES AND PROCESS AGENT

Notices

4.1 Without prejudice to any other method available for the giving of notice or to any acknowledgement by any Party that it has received the same, any notice or other communication to be given under this Agreement will be in writing in English and will be delivered or sent to:

(A) the IP Seller:

Address: INVISTA Textiles (U.K.) Limited  
Ermin St, Brockworth,  
Gloucester, GL3 4HP, U.K.  
john.g.stewart@invista.com  
Attention: John Stewart

with mandatory copies (which shall not constitute notice) by email to:

Address: INVISTA Equities, LLC  
George.Tung@invista.com  
Attention: General Counsel

and:

Address: Koch Companies Public Sector, LLC  
Raffaele.Fazio@kochps.com  
Attention: Raffaele Fazio

and:

Address: Jones Day  
jarunnicles@jonesday.com  
Attention: Julian Runnicles

(B) in the case of the Assignee:

Address: Trevira Holdings GmbH, Max-Fischer-Straße 11, 86399  
Bobingen, Bavaria, Germany  
sunil.baldi@nl.indorama.net and ska@indorama.net  
Attention: Mr. Sunil Baldi and Mr. SK Agrawal

with mandatory copy (which shall not constitute notice) by email to:

Address: Allen & Overy LLP  
justin.steer@allenoverly.com and  
nicolaus.ascherfeld@allenoverly.com  
Attention: Mr. Justin Steer and Dr. Nicolaus Ascherfeld

or in the case of any Party, such other address or email address as may be notified from time to time by that Party to each other Party in accordance with this clause 4 (*Notices and Process Agent*).

4.2 Any notice will be valid if delivered by hand (which will include delivery by national or international courier (as applicable)) or by prepaid registered post, and will conclusively be



deemed to have been given or served at the time of delivery if delivered before 5.00 p.m. (local time at the destination) on a Business Day or, if delivered after 5.00 p.m. (local time at the destination), on the next following Business Day.

- 4.3 Without prejudice to any Claim for breach of clause 4.1 failure to deliver a copy of a notice by email will not, of itself, invalidate the relevant notice.

#### Process Agent

- 4.4 The Assignee undertakes to the IP Seller to ensure that at all times a person with an address in England is appointed as its respective process agent to receive on its behalf service of any proceedings in respect of any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) (a "Process Agent"). Such service on the Assignee will be deemed completed on delivery to its Process Agent, whether or not it is forwarded to or received by the Assignee.
- 4.5 At the date of this Agreement the Assignee has appointed, as its Process Agent, Indorama Trading (UK) Limited (registered office at 23 Northiam, Woodside Park, N12 7ET, London, United Kingdom and business office at The Loft, Heritage Exchange, 70 Plover Road, Huddersfield, HD3 3HR, United Kingdom). If such person ceases to be able to act as process agent or no longer has an address in England, the Assignee will each immediately appoint a replacement Process Agent and deliver to the IP Seller a notice setting out the new Process Agent's name and address together with a copy of the new Process Agent's acceptance of its appointment.
- 4.6 The Assignee irrevocably agrees that any proceedings or document served on its Process Agent will be validly served if delivered in accordance with clause 4.5.
- 4.7 Nothing contained in this Agreement will affect the right to serve process in any other manner permitted by Applicable Law.

#### 5. ASSIGNMENT OF THIS AGREEMENT

- 5.1 No Party has the right to, and shall not, assign, transfer, charge or otherwise deal with any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it, without the prior written consent of each other Party, except as otherwise expressly provided in this Agreement or in accordance with this clause 5 (*Assignment of this Agreement*).
- 5.2 The IP Seller may at any time assign and transfer any of its rights, benefits, liabilities or obligations under this Agreement to and between any Permitted Assignee. If any such Permitted Assignee subsequently ceases to be a member of the INVISTA Group, the IP Seller shall procure that, before that Permitted Assignee ceases to be such a member, such Permitted Assignee shall assign all of the benefit of such rights and obligations previously assigned to such Permitted Assignee to the IP Seller or another member of the INVISTA Group (as the IP Seller shall direct). The liability of the Assignee under or in connection with this Agreement shall not be any greater than it would have been had such assignment not taken place. Where the IP Seller assigns and transfers any of its rights, benefits, liabilities or obligations under this Agreement to a Permitted Assignee, the IP Seller shall continue to be bound by this Agreement as if such assignment or transfer had not taken place.
- 5.3 The Assignee may at any time assign and transfer any of its rights or obligations under this Agreement to and between any Permitted Assignee of the Assignee but if such Permitted Assignee subsequently ceases to be a member of the Buyer's Group, the Assignee shall procure that, before that Permitted Assignee ceases to be such a member, such Permitted

Assignee shall assign all of the benefit of such rights and obligations previously assigned to such Permitted Assignee to the Assignee or another member of the Buyer's Group (as the Assignee shall direct). The liability of the IP Seller under or in connection with this Agreement shall not be any greater than it would have been had such assignment not taken place. The Assignee shall continue to be bound by this Agreement as if such assignment or transfer had not taken place.

5.4 This Agreement is binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties.

**6. ENTIRE AGREEMENT; REMEDIES**

6.1 The Parties confirm that this Agreement and the Main Agreement, represents the entire understanding, and constitutes the whole agreement between the Parties, in relation to the transfer and assignment of the Transferring IPR and, save to the extent expressly set out in this Agreement or the Main Agreement, supersedes any previous drafts, agreements, undertakings, representations, negotiations or understandings, whether oral or in writing, between the Parties with respect to such subject matter.

6.2 The Assignee acknowledges, confirms and agrees with the IP Seller that:

(A) in entering into this Agreement, it has not relied and is not relying upon, and specifically disclaims and waives any claim, right or other remedy in respect of (1) any representation, statement, assurance or warranty whether oral or written of any person (whether party to this Agreement or not) (2) any omission or concealment of any material or potentially material information by any person;

(B) it will not have any claim, right or other remedy in respect of any misrepresentation or untrue statement made, or any omission or concealment of any material or potentially material information by or on behalf of the IP Seller (whether made carelessly, negligently, or not) (and the only remedy available shall be a remedy in damages for breach of contract under (and subject to the terms and conditions of) the Main Agreement pursuant to a claim by the Buyer in respect of the Warranties given under the Main Agreement);

(C) the IP Seller has not, and none of its past, present or future directors, officers, employees, members, partners, shareholders, agents, attorneys, advisors, managers or representatives has given or made any representation, warranty or assurance in relation to Transferring IPR to the Assignee, including, in each case, with respect to merchantability or fitness for any particular purpose, the nature, extent or materiality of any liabilities, the prospects of its business, the effectiveness or the success of any operations, other than the Warranties given by the IP Seller only to the Buyer under the express terms of the Main Agreement;

(D) no officer, agent, representative or employee of the IP Seller or any member of the INVISTA Group or of the Company has any authority, express or implied, to make any representations, warranties or agreements.

6.3 The Assignee acknowledges, confirms and agrees that the IP Seller is entering into this Agreement in reliance upon the contractual promises made in clauses 6.1 and 6.2.

6.4 If and to the extent that any part of this clause 6 (*Entire Agreement; Remedies*) should be held not to exclude reliance upon any representation, statement, assurance or warranty whether oral or written (whether made carelessly, negligently, or not) of, or any omission or concealment of any potentially material information by, any person (whether party to this

Agreement or not), the Assignee unconditionally and irrevocably waives any claim or other remedy that it has in relation to any such representation, statement, assurance or warranty (including in common law, equity, under statute (including the Misrepresentation Act 1967), tort (including for negligence), or otherwise).

- 6.5 If and to the extent the Applicable Laws of any jurisdiction provide for additional or differing rights or remedies to a Party in addition to the provisions in this Agreement (such as implied representations and warranties, or disclosure obligations, or remedies in respect of the failure to provide any material or potentially material information), that Party hereby agrees that such additional or differing rights are excluded and irrevocably and unconditionally waives the right to invoke, and in any event (including if such rights cannot be contracted out of under Applicable Law) undertakes not to invoke, such additional and/or differing rights, and the other Parties hereby accept, and have entered into this Agreement in reliance upon, such exclusion, waiver and undertaking.
- 6.6 No person that is not a named Party to this Agreement, including any past, present or future director, manager, officer, employee, member, partner, shareholder, Affiliate, agent, attorney or representative of any named Party or any of their respective Affiliates ("Non-Party Affiliate") will have any liability (whether in contract, common law, equity, under statute (including the Misrepresentation Act 1967), tort (including for negligence), or based on any theory that seeks to impose liability of a Party against its owners or affiliates) for any obligations or liabilities arising under, in connection with or related to this Agreement or for any claim; and each Party waives and releases all such liabilities and claims against any such Non-Party Affiliates.
- 6.7 The Assignee acknowledges, confirms and agrees that the express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law or otherwise, all of which are hereby excluded to the fullest extent permitted by Applicable Law.
- 6.8 Nothing in this Agreement, including clauses 6.1 and 6.2, will exclude or limit any liability of a Party for (or remedy available against a Party in respect of) the fraud or fraudulent misrepresentation committed by that Party.

## 7. GENERAL

- 7.1 No amendment or variation of the terms of this Agreement will be effective unless it is made or confirmed in a written document signed by all of the Parties.
- 7.2 The obligations and liabilities of a Party will not be prejudiced, released or affected by any time, forbearance, indulgence, release or compromise given or granted by any person to whom such obligations and liabilities are owed or by any other person to such Party or any other Party so obliged or liable nor by any other matter or circumstance that (but for this clause 7.2) would operate to prejudice, release or affect any such obligations except an express written release by each Party to whom the relevant obligations and liabilities are owed or due.
- 7.3 Any release, delay or waiver by any Party in favour of the other of any (or any part of any) of its rights under this Agreement will only be binding if it is given in writing. Any binding release, delay or waiver will:
- (A) be confined to the specific circumstances in which it is given; and
  - (B) not affect any other enforcement of the same right or the enforcement of any other right by or against either of the Parties

- 7.4 This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but will not be effective until both Parties have executed at least one counterpart. All the counterparts will together constitute one and the same instrument and each counterpart will constitute an original of this Agreement. Delivery of a counterpart of this Agreement by email or other electronic means will be an effective form of delivery
- 7.5 The Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event of an ambiguity or question of intent or interpretation arising, this Agreement will be construed as jointly drafted by the Parties hereto and no presumption or burden of proof will arise favouring or disfavouring any Party by virtue of the authorship of any provision of this Agreement. Furthermore, prior drafts of this Agreement or the fact that any clauses have been added, deleted or otherwise modified from any prior drafts of this Agreement will not be used as a basis of construction or otherwise constitute evidence of the intent of the Parties hereto; and no presumption or burden of proof will arise favouring or disfavouring any Party hereto by virtue of such prior drafts. In addition, the Parties have each received independent legal advice relating to all matters provided for in this Agreement, and the Parties acknowledge, confirm and agree that the provisions of this Agreement are fair and reasonable.
- 7.6 The Parties do not intend that any term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to it. The consent of any person who is not a Party will not be required for the amendment, variation, rescission or termination of this Agreement.

#### 8. COSTS

Except as otherwise provided in this Agreement (including clause 3 (*Further Assurance*)), each Party shall pay its own costs and expenses in connection with the preparation and carrying into effect of this Agreement.

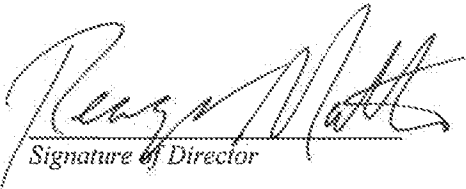
#### 9. GOVERNING LAW AND JURISDICTION

- 9.1 This Agreement and any Claim, dispute or difference arising out of or in connection with this Agreement (including any non-contractual Claim or dispute) will be governed by and construed in accordance with English law.
- 9.2 Each Party irrevocably agrees that the English Courts have exclusive jurisdiction in relation to any Claim, dispute or difference arising out of or in connection with this Agreement or any matter related thereto.
- 9.3 Each Party irrevocably waives, and undertakes to each other Party separately not to assert or pursue, any right that it may have to object to an action, claim, proceedings, or suit being brought in the English Courts, to claim that such action, claim, proceedings, or suit has or have been brought in an inconvenient forum or to claim that the English Courts do not have jurisdiction.
- 9.4 Each Party acknowledges, confirms and agrees that, without preventing any other mode of service, any document in an action (including a claim form or any other document to be served under the Civil Procedure Rules) may be served on any Party by being delivered to or left for that Party at its address for service of notices, or (as applicable) at the address of its Process Agent, under clause 4 (*Notices and Process Agent*) and the Assignee undertakes to maintain such an address at all times in the U.K. and to notify the other Party in advance in accordance with clause 4 (*Notices and Process Agent*) of any change from time to time of the details of such address.

The Parties have executed this document as a contract on the date stated at the beginning of it as evidence of their agreement to its terms.

EXECUTION PAGE

SIGNED for and on behalf of )  
INVISTA TEXTILES (U.K.) LIMITED )  
by Kaigea Matthews )

  
\_\_\_\_\_  
*Signature of Director*

SIGNED for and on behalf of )  
TREVIRA HOLDINGS GMBH )  
by \_\_\_\_\_ )  
being a person who is acting under the authority of )  
that company and is duly authorised under the laws )  
of its territory of incorporation )

\_\_\_\_\_  
*Signature of Authorised Signatory*

**EXECUTION PAGE**


SIGNED for and on behalf of  
**INVISTA TEXTILES (U.K.) LIMITED**  
by \_\_\_\_\_

)  
)  
)

\_\_\_\_\_  
*Signature of Director*

SIGNED for and on behalf of  
**TREVIRA HOLDINGS GMBH**  
by Udey Paul Singh Gill  
being a person who is acting under the authority of  
that company and is duly authorised under the laws  
of its territory of incorporation

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*Signature of Authorised Signatory*

SCHEDULE I  
PATENTS

Docket	Title	Country	Status	Filing date	Filing Number	Application/ Publication Number	Grant Number
8275	SYSTEM TO QUENCH GASES AND REMOVE CONDENSABLES (SSP gas wash)	US	Granted	13 October 1999	09/417609	...	6312503 (B1)
8313	PRODUCTION OF POLYESTER USING PREBLENDED COBALT- PHOSPHORUS	US	Granted	06 February 2000	09/587064	-	6632917 (B1)
		US	Granted	09 February 2003	10/653364	20040044172 (A1)	6793083 (B2)
1999/01	ABSOLUTE INVENTORY CONTROL BY RADIAL FORCE MEASUREMENT	US	Granted	21 November 2000	09/717880	-	6481279 (B1)
1999/013 ART	FILTER DEVICE FOR CLEANING PLASTICS MELTS (Graess Rher)	US	Granted	05 September 2000	09/568246	-	6325922 (B1)
2000/02	COPOLYESTER WITH HIGH CARBOXYL END GROUPS AND A METHOD FOR MAKING	US	Granted	12 June 2000	09/731414	-	6342578 (B1)
2002/02	OXYGEN SCAVENGING PET BASED POLYMER	US	Granted	30 July 2004	10/503549	20050089658 (A1)	9382028 (B2)
2003/02	METHOD TO MAKE SINGLE-LAYER PET BOTTLES WITH HIGH BARRIER AND IMPROVED CLARITY	CN	Granted	05 August 2004	200480024475.9	1842412 (A)	1842412 (B)
		US	Granted	24 February 2005	10/569614	20060246245 (A1)	7919159 (B2)
		US	Granted	27 April 2010	12/768541	20100209641 (A1)	7943216 (B2)
2003/04	POLYESTER WITH HIGH CARBOXYL END GROUPS AND METHOD FOR MAKING (ASA)	RU	Granted	05 August 2004	2006105756	2006105756 (A)	2324712 (C2)
		US	Granted	02 June 2004	10/773492	20050176920 (A1)	7087706 (B2)
2003/099 ART	PARISON AND RIGID CONTAINER MADE FROM AN AROMATIC POLYESTER COMPOSITION, AND PROCESS OF MAKING SAID CONTAINER	US	Granted	22 June 2006	10/583806	20070149754 (A1)	7475755 (B2)
2004/05	POLYESTER-POLYAMIDE BLENDS	DE	Granted	31 August 2004	04782634.2	1784300 (A4)	1784300 (B1)



Docket	Title	Country	Status	Filing date	Filing Number	Application / Publication Number	Grant Number
PR1023	HAVING LOW HAZE	EP	Granted	31 August 2004	04782634.2	1784300 (A4)	1784300 (B1)
		FR	Granted	31 August 2004	04782634.2	1784300 (A4)	1784300 (B1)
		IT	Granted	31 August 2004	04782634.2	1784300 (A4)	1784300 (B1)
		NL	Granted	31 August 2004	04782634.2	1784300 (A4)	1784300 (B1)
		US	Application published	31 August 2004	11/660196	20080169590 (A1)	
2004/08	COLORED OXYGEN SCAVENGING POLYMERS	US	Granted	31 January 2007	11/659053	20090030115 (A1)	7879930 (B2)
2004/10	ARTICLES HAVING IMPROVED GAS BARRIER PROPERTIES	US	Granted	18 March 2008	12/067264	20080258359 (A1)	8609783 (B2)
DP6990	PARTIALLY ESTER-EXCHANGED SPIR AND PROCESS THEREWITH	CN	Granted	30 June 2003	03815603.2	1665860 (A)	100402578 (C)
		DE	Granted	30 June 2003	03763195.5	1554330 (A1)	1554330 (B1)
PT0083	CARBON BLACK WITH LARGE PRIMARY PARTICLE SIZE AS REHEAT ADDITIVE FOR POLYESTER AND POLYPROPYLENE RESINS	CA	Granted	11 January 2005	PCT/US2005/039569	2385932 (A1)	2385932 (C)
		US	Granted	11 August 2004	10/984506	20060099364 (A1)	7816436 (B2)
		US	Granted	09 October 2010	12/879045	20110073558 (A1)	8097671 (B2)
		US	Granted	03 January 2012	13/342358	20120100322 (A1)	8436086 (B2)
PR1009	ON-LINE CONTROL OF MOLECULAR WEIGHT IN CONTINUOUS SOLID STATE POLYMERIZATION PROCESSES	AR	Granted	11 August 2005	P050104671	051621 (A1)	051621 (B1)
		US	Granted	02 September 2014	14/382530	20150112040 (A1)	9487620 (B2)
PR1023	OXYGEN SCAVENGING RESIN WITH SHORT INDUCTION PERIOD	EP	Granted	17 February 2010	10744237.8	2398857 (A4)	2398857 (B1)
		US	Granted	17 February 2010	20120114887	20120114887 (A1)	8647728 (B2)
		CN	Granted	17 February 2010	201089017453.5	102575088 (A)	102575088 (C)
		DE	Granted	17 February 2010	10744237.8	2398857 (A4)	2398857 (B1)
		FR	Granted	17 February 2010	10744237.8	2398857 (A4)	2398857 (B1)
IN	Granted	17 February 2010	6676/CHENP/2011		298124		


Docket	Title	Country	Status	Filing date	Filing Number	Application/ Publication Number	Grant Number
PR1024	POLYESTER BOTTLE FOR USE IN ASEPTIC FILLING OF PASTEURIZED PRODUCTS	JP	Granted	17 February 2010	551182/1	2012518709 (A)	5779507 (B2)
		KR	Granted	17 February 2010	10-2011-7021781	20110124775 (A)	1742831 (B1)
		NL	Granted	17 February 2010	10744237.8	2398857 (A4)	2398857 (B1)
		RU	Granted	17 February 2011	2011138421	2011138421 (A)	2534083 (C2)
		UA	Granted	17 February 2010	201110377	-	105916 (C2)
		CN	Application published	17 February 2010	201510586549.7	105295312 (A)	-
		EP	Application published	17 February 2010	10744218.8	2398712 (A4)	-
		IN	Application in Amended stage	17 February 2010	6587/CHEMP/2011	-	-
		JP	Granted	17 February 2010	551177/1	2012517947 (A)	5889637 (B2)
		KR	Application published	27 March 2018	10-2018-7008666	-	-
PR1070	IMPROVED POLYESTER-ETHER RESIN BLENDS	KR	Application published	16 September 2011	10-2011-7021578	-	-
		RU	Granted	17 February 2010	2011138016	2011138016 (A)	2562785 (C2)
		BE	Granted	19 December 2014	14825528.1	3083803 (A2)	3083803 (B1)
		CH	Granted	19 December 2014	14825528.1	3083803 (A2)	3083803 (B1)
		CN	Granted	19 December 2014	201480069267.4	105829445 (A)	105829445 (B)
		DE	Granted	19 December 2014	14825528.1	3083803 (A2)	3083803 (B1)
		EP	Application published	19 December 2014	14199504.3	2886603 (A2)	-
		EP	Granted	19 December 2014	14825528.1	3083803 (A2)	3083803 (B1)
		GB	Granted	19 December 2014	14825528.1	3083803 (A2)	3083803 (B1)
		IT	Granted	19 December 2014	14825528.1	3083803 (A2)	3083803 (B1)
		NL	Granted	19 December 2014	14825528.1	3083803 (A2)	3083803 (B1)
		TR	Granted	19 December 2014	14825528.1	3083803 (A2)	3083803 (B1)
		TW	Application published	22 December 2014	103144856	20153149 (A)	-

Doctet	Title	Country	Status	Filing date	Filing Number	Application / Publication Number	Grant Number
PR1100	IMPROVED POLYESTER-ETHER RESIN BLENDS	US	Application published	04 June 2018	15/996594	20180305541 (A1)	--
		US	Granted	19 December 2014	20166333179	20160333179 (A1)	10017639 (B2)
PR1150	IMPROVED POLY(OLEFIN) BLENDS CONTAINING POLYESTER-ETHER	CN	Application published	04 August 2015	201548053387.X	107075136 (A)	--
		EP	Application published	05 August 2014	14179890	2982713 (A1)	--
		US	Application published	04 August 2015	15/506547	20170233547 (A1)	--
		PCT	Application published	15 June 2016	PCT/US2016/037657	WO2016205298 (A1)	--
PR1153	POLYMER BLENDS FOR IMPROVED GAS BARRIER PROPERTIES	EP	Application published	15 June 2016	16732856.6	3310851 (A1)	--
		JP	Application published	15 June 2016	2017-565684	2018517831 (A)	--
		KR	Application published	15 June 2016	10-2018-7080232	20180919641 (A)	--
		US	Application published	15 June 2016	15/736319	2018179377 (A1)	--
PR1158	POLYMER BLENDS FOR IMPROVED GAS BARRIER PROPERTIES	CN	Application published	11 October 2016	108137868	108137868 (A)	--
		EP	Claims Amended	11 October 2016	16788313.1	3362513 (A1)	--
		JP	Filed	11 October 2016	2018-519397	2018533648 (A)	--
		KR	Application published	11 October 2016	KR20187013388	20180067630 (A)	--
PR1159	POLYMER BLENDS WITH IMPROVED MECHANICAL PERFORMANCE	US	Filed	11 October 2016	15/758769	2019040242 (A1)	--
		PCT	Application published	11 October 2016	PCT/US2016/056430	WO2017066189 (A1)	--
		TW	Application published	07 February 2018	107104268	201835215 (A)	--
		PCT	Application published	08 February 2018	PCT/US2018/017319	WO2018148345 (A1)	--
PR1161	POLYMER BLENDS WITH IMPROVED OXYGEN ABSORPTION CAPACITY	TW	Application published	23 February 2018	107106061	201837117 (A)	--
		PCT	Application published	15 February 2018	PCT/US2018/018342	WO2018156414 (A1)	--
PR1161	POLYMER BLENDS WITH IMPROVED OXYGEN ABSORPTION CAPACITY	US	Filed	08 June 2018	62/682331	--	--

**SCHEDULE 2  
TRADEMARKS**

Trademark	Country	Filing	Filing No	Registration	Registration No	Status	Class	Description
OXYCLEAR	China	30 Jul 2014	15024689	21 Sep 2015	15024689	Registered	01	Plastics, unprocessed; synthetic resins, unprocessed; solidified gases for industrial purposes; alkaline metallic acids; alkalis; baryta; vulcanizing preparations; tannic acid; acetates chemicals; benzene derivatives; alcohol; ethyl ether; phenol for industrial purposes; alkaloids; ketones; aldehydes; esters; protein; raw material; starch for industrial purposes; enzymes for industrial purposes; kanto-active agents; dioxide of hydrogen; distilled water; silica gel; radioactive elements for scientific purposes; industrial chemicals; agricultural chemicals, except fungicides; weed killers; herbicides; insecticides and parasiticides; chemical preparations for scientific purposes, other than for medical or veterinary use; chemical preparations for use in photography; plasticizers; soil conditioning preparations; fireproofing preparations; quenching medium; welding chemicals; chemical substances for preserving foodstuffs; leather-dressing chemicals; adhesives for industrial purposes; paper pulp.
OXYCLEAR	European Union	14 Aug 2009	008499997	10 Feb 2010	008499997	Registered	01	Polyester resins for use in the manufacture of plastic containers, sheets and films
OXYCLEAR	India	14 Jun 2011	2159786	21 Apr 2018	2159786	Registered	01	Polyester resins for use in the manufacture of plastic containers, sheets and films
OXYCLEAR	Japan	07 Jan 2011	2011-080605	17 Jun 2011	5419083	Registered	01	Polyester resins for use in the manufacture of plastic containers, sheets and films
OXYCLEAR	Russian Federation	10 Jun 2011	2011718413	12 May 2012	461517	Registered	01	Polyester resins for use in the manufacture of plastic containers, sheets and films
OXYCLEAR	Thailand	17 Jun 2011	809661	22 Aug 2012	TM352884	Registered	01	Unprocessed polyester resins
OXYCLEAR	Turkey	10 Jun 2011	201149386	10 Oct 2012	201149386	Registered	01	Polyester resins for use in the manufacture of plastic containers, sheets and films
OXYCLEAR	Ukraine	15 Jun 2011	m 2011 09383	15 Jun 2011	159889	Registered	01	Polyester resins for use in the manufacture of plastic containers, sheets and films
POLYCLEAR	Angola	14 Sep 2010	26366/10	-	-	Published	01	Chemicals used in industry, unprocessed plastics; polyester resins for the manufacture of containers
POLYCLEAR	Austria	17 Jun 1994	621391	17 Jun 1994	621391	Registered	01	Industrial chemicals, plastics, unprocessed
POLYCLEAR	Bonlar	17 Jun 1994	621391	17 Jun 1994	621391	Registered	01	Industrial chemicals, plastics, unprocessed
POLYCLEAR	European Union	01 Apr 1996	000024109	01 Apr 1996	000024109	Registered	01	Unprocessed plastics for the manufacture of bottles and bottle-type hollow bodies
POLYCLEAR	France	17 Jun 1994	621391	17 Jun 1994	621391	Registered	01	Industrial chemicals, plastics, unprocessed
POLYCLEAR	Germany	31 Mar 1994	H71935	17 May 1994	2064997	Registered	01	Unprocessed plastics for production of bottles and bottle-like hollow bodies

Trademark	Country	Filing	Filing No	Registration	Registration No	Status	Class	Description
POLYCLEAR	International Procedure	17 Jun 1994	621391	17 Jun 1994	621391	Registered	01	Industrial chemicals, plastics, unprocessed
POLYCLEAR	Italy	17 Jun 1994	621391	17 Jun 1994	621391	Registered	01	Industrial chemicals, plastics, unprocessed
POLYCLEAR	Lesotho	17 Jun 1994	621391	17 Jun 1994	621391	Registered	01	Industrial chemicals, plastics, unprocessed
POLYCLEAR	Liechtenstein	17 Jun 1994	621391	17 Jun 1994	621391	Registered	01	Industrial chemicals, plastics, unprocessed
POLYCLEAR	Morocco	17 Jun 1994	621391	17 Jun 1994	621391	Registered	01	Industrial chemicals, plastics, unprocessed
POLYCLEAR	Mozambique	17 Jun 1994	621391	17 Jun 1994	621391	Registered	01	Industrial chemicals, plastics, unprocessed
POLYCLEAR	Norway	07 Apr 1994	19942064	14 Mar 1996	171476	Registered	01	Unprocessed plastic for the manufacture of bottles and bottle-like containers
POLYCLEAR	Portugal	17 Jun 1994	621391	17 Jun 1994	621391	Registered	01	Industrial chemicals, plastics, unprocessed
POLYCLEAR	San Marino	17 Jun 1994	621391	17 Jun 1994	621391	Registered	01	Industrial chemicals, plastics, unprocessed
POLYCLEAR	South Africa	10 Dec 2009	2009/25291	02 Jul 2012	2009/25291	Registered	01	Polyester resins for the manufacture of containers
POLYCLEAR	Spain	17 Jun 1994	621391	17 Jun 1994	621391	Registered	01	Industrial chemicals, plastics, unprocessed
POLYCLEAR	Swaziland (Eswatini)	17 Jun 1994	621391	17 Jun 1994	621391	Registered	01	Industrial chemicals, plastics, unprocessed
POLYCLEAR	Switzerland	17 Jun 1994	621391	17 Jun 1994	621391	Registered	01	Industrial chemicals, plastics, unprocessed
POLYCLEAR	Zambia	17 Jun 1994	621391	17 Jun 1994	621391	Registered	01	Industrial chemicals, plastics, unprocessed
POLYCLEAR	Zimbabwe	26 Aug 2010	824/10	26 Aug 2010	824/10	Registered	01	Chemicals used in industry, unprocessed plastics, polyester resins for the manufacture of containers
POLYSHIELD	Argentina	03 Nov 2004	2552423	07 Jun 2006	2091021	Registered	01	Puffy, glazier oil removers, wallpapers
POLYSHIELD	Australia	01 Oct 2012	1517466	25 Apr 2013	1517466	Registered	01	Polyester resin for use in the manufacture of plastic containers, sheets and films; raw plastic; adhesive stiffeners for plastics; bonding agents for plastics; chemical additives for use in manufacturing plastics
POLYSHIELD	Brazil	16 Nov 2004	827075901	25 Nov 2014	827075901	Registered	01	Resins used for manufacturing of containers, sheets and pellicles of plastic
POLYSHIELD	Bulgaria	01 Nov 2004	841693	01 Nov 2004	841693	Registered	01	Polyester resins for use in the manufacture of plastic containers, sheets and films
POLYSHIELD	China	01 Nov 2004	841693	01 Nov 2004	841693	Registered	01	Polyester resins for use in the manufacture of plastic containers, sheets and films
POLYSHIELD	European Union	20 Aug 2004	003996975	18 Oct 2005	003996975	Registered	01	Polyester resins for use in the manufacture of plastic containers, sheets and films
POLYSHIELD	India	14 Jun 2011	2159785	21 Apr 2018	2159785	Registered	01	Polyester resins for use in the manufacture of plastic containers, sheets and films

Trademark	Country	Filing	Filing No	Registration	Registration No	Status	Class	Description
POL.YSHIELD	International Procedure	01 Nov 2004	841693	01 Nov 2004	841693	Registered	01	Polyester resins for use in the manufacture of plastic containers, sheets and films
POL.YSHIELD	Japan	07 Jan 2011	2011-090604	17 Jan 2011	5419002	Registered	01	Polyester resins for the use in the manufacture of plastic containers, sheets and films
POL.YSHIELD	Mexico	09 Sep 2004	676265	09 Nov 2011	1240147	Registered	01	Polyester resins for use in the manufacture of plastic containers, sheets and films
POL.YSHIELD	Morocco	01 Nov 2004	841693	01 Nov 2004	841693	Registered	01	Polyester resins for use in the manufacture of plastic containers, sheets and films
POL.YSHIELD	New Zealand	01 Oct 2012	966422	03 Apr 2013	966422	Registered	01	Polyester resins for use in the manufacture of plastic containers, sheets and films
POL.YSHIELD	Romania	01 Nov 2004	841693	01 Nov 2004	841693	Registered	01	Polyester resins for use in the manufacture of plastic containers, sheets and films
POL.YSHIELD	Russian Federation	01 Nov 2004	841693	01 Nov 2004	841693	Registered	01	Polyester resins for use in the manufacture of plastic containers, sheets and films
POL.YSHIELD	Singapore	01 Nov 2004	841693	01 Nov 2004	841693	Registered	01	Polyester resins for use in the manufacture of plastic containers, sheets and films
POL.YSHIELD	Republic of Korea	01 Nov 2004	841693	01 Nov 2004	841693	Registered	01	Polyester resins for the use in the manufacture of plastic containers, sheets and films
POL.YSHIELD	Turkey	10 Jan 2011	2011/49383	11 Oct 2012	2011/49383	Registered	01	Polyester resins for use in the manufacture of plastic containers, sheets and films
POL.YSHIELD	Ukraine	01 Nov 2004	841693	01 Nov 2004	841693	Registered	01	Polyester resins for use in the manufacture of plastic containers, sheets and films
POL.YSHIELD	European Union	30 May 2006	005105846	10 Aug 2007	005105846	Registered	01	Polyester resins for use in the manufacture of plastic containers, sheets and films
 XPURE	European Union	04 Jul 2012	011012747	03 Dec 2012	011012747	Registered	01	Chemicals used in industry, science and photography, as well as in agriculture, horticulture and forestry; Unprocessed artificial resins, unprocessed plastics; Manures; Fire extinguishing compositions; Tempering and soldering preparations; Chemical substances for preserving foodstuffs; Tanning substances; Adhesives used in industry; polyester resins, in particular for the production of film, sheet, fiber, filament, monofilament, yarn, technical yarn, non-woven, engineering plastics and containers
XPURE	Turkey	10 Jul 2012	2012/61998	4 December 2013	2012/61998	Registered	01	Polyester resins

PATENT

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