

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5686185

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LAURENT DUBOIS	03/17/2017
ETIENNE SCHABAILLIE	03/17/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VESUVIUS FRANCE, SA
<b>Street Address:</b>	RUE PAUL DEUDON 68
<b>City:</b>	FEIGNIES
<b>State/Country:</b>	FRANCE
<b>Postal Code:</b>	59750
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>PCT Number:</b>	EP1856698
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(412)429-3448
<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>	412-429-1800 X6921
<b>Email:</b>	thomas.clinton@vesuvius.com
<b>Correspondent Name:</b>	THOMAS CLINTON
<b>Address Line 1:</b>	250 PARK WEST DRIVE
<b>Address Line 4:</b>	PITTSBURGH, PENNSYLVANIA 15275
<b>ATTORNEY DOCKET NUMBER:</b>	1754
<b>NAME OF SUBMITTER:</b>	THOMAS CLINTON
<b>SIGNATURE:</b>	/Thomas Clinton/
<b>DATE SIGNED:</b>	08/26/2019
<b>Total Attachments: 8</b>	
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# ASSIGNMENT OF RIGHTS IN INVENTION

THIS AGREEMENT is made this day 17 March 2017

## BETWEEN

Laurent DUBOIS of 5 Rue de la République, 59131 Rousies FRANCE hereinafter referred to as the "ASSIGNOR"; and

VESUVIUS FRANCE, SA, of Rue Paul Deudon 68, 59750 Felgnies, FRANCE, hereinafter referred to as "VESUVIUS France".

## WHEREAS:

- (A) During his employment by VESUVIUS France, the ASSIGNOR developed an Invention (as hereinafter defined) in collaboration with Etienne SCHABAILLIE (hereafter referred to as the "co-Inventor") an employee of VESUVIUS France
- (B) In consideration of inventor's continued employment by VESUVIUS France, the invention is assigned to the employer and VESUVIUS France has elected to take assignment of the Invention and therefore the parties have agreed to enter into this Assignment agreement to formalise their hitherto verbal agreements.
- (C) VESUVIUS France shall hereinafter be referred to as the "ASSIGNEE"

NOW THEREFORE in consideration of the premises and covenants hereinafter set forth the parties hereto agree as follows:

## 1. DEFINITIONS

- 1.1 In this Agreement (including the Recitals) the following words and expressions shall have the following meanings:-

"the Invention"

shall mean the invention entitled "Kit for mechanically coupling a rod to a ceramic element" and filed as a patent under the VESUVIUS reference 1754

"Property Rights"

all or any know-how designs drawings copyrights ideas trade secrets calculations formulae and any other form of intellectual property rights relating to the invention which

"IPR Registration(s)"

are vested in the ASSIGNOR (in whole or in part) or of which the ASSIGNOR has the free right to dispose.  
shall mean any and all patents, utility models or industrial designs.

"VIAP"

shall mean the Vesuvius Inventor Awards Program, as set forth in the Vesuvius Inventor Awards Program Policy, effective date 19<sup>th</sup> December 2012, as may be amended from time to time.

- 1.2 Reference to legislative provisions shall be construed as references to those provisions as they shall have been respectively amended or re-enacted or as their application has been modified by other provisions up to the date of this Agreement.
- 1.3 All words denoting the singular number only shall include the plural and vice versa.
- 1.4 Headings to clauses in this Agreement are included for the purpose of ease of reference only and shall not have any effect on construction and interpretation.

## 2. ASSIGNOR WARRANTIES

The ASSIGNOR warrants that:

- 2.1 together with the co-inventor, they are the true and first inventors of the invention and are not aware of any lawful ground of objection to the grant of an IPR Registration in respect thereof nor have they committed any action or deed whereby the right to apply for an IPR Registration has been impugned; and
- 2.2 the invention has been made by the ASSIGNOR in the course of his employment by the ASSIGNEE; and
- 2.3 the ASSIGNOR is entitled to be named as inventor in any application for any IPR Registration in any country or territory of the world; and
- 2.4 he is entitled to make the assignments made hereunder.

## 3. ASSIGNMENT

- 3.1 The ASSIGNOR hereby assigns absolutely to the ASSIGNEE with effect from the date hereof all of his right title and interest in the invention and the Property Rights including the right of the ASSIGNEE to file for IPR Registration protection in all countries.

- 3.2 The ASSIGNOR undertakes and agrees that he shall at the expense of the ASSIGNEE promptly sign confirm authenticate or otherwise execute any forms declarations papers or other instruments which may be required by the ASSIGNEE in order to give effect to the provisions of Clause 3.1 above.

4. IPR REGISTRATIONS

The ASSIGNEE shall be solely responsible for the filing prosecution and maintenance of any IPR Registrations. The ASSIGNOR undertakes and agrees that he shall provide such reasonable assistance (including the furnishing of advice, data and documents) as the ASSIGNEE may reasonably request (and at the expense of the ASSIGNEE) in order to assist the ASSIGNEE in the filing prosecution and maintenance of the IPR Registrations.

5. VESUVIUS INVENTOR AWARDS PROGRAM

In consideration of participation in the Vesuvius Inventor Awards Program ("VIAP") and payments to be made thereunder, the ASSIGNOR hereby agrees:

- 5.1 that he has read and understood the VIAP Policy (effective date 19<sup>th</sup> December 2012) which is valid as of the date of signature of this Assignment and regulates the rights and obligations relating to inventorship rewards and remuneration; and
- 5.2 to abide by the terms and conditions of the VIAP policy (effective date 19<sup>th</sup> December 2012); and
- 5.3 to be a participant in VIAP in relation to this Assignment and as a co-inventor his Relative Contribution for the purpose of VIAP is 50%.

6. WAIVER

The ASSIGNOR hereby waives absolutely all rights and entitlement in relation to inventorship remuneration under applicable national laws in lieu of participation in and payments made under VIAP to him.

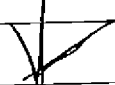
For the avoidance of doubt, the covenants in Clauses 5 and 6 of this Assignment shall override national laws where it is legally permitted to do so.

7. GOVERNING LAW AND JURISDICTION

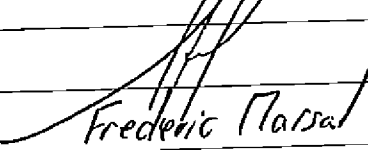
This Agreement shall be governed by and construed and interpreted in accordance with the laws of France and the parties hereby submit to the jurisdiction of the French Courts.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written.

**SIGNED BY**  
Laurent DUBOIS the "ASSIGNOR"

Signature	
Print Name	DUBOIS LAURENT

**SIGNED BY**  
VESUVIUS FRANCE, SA the "ASSIGNEE"

Signature	
Print Name	Frederic Marsal

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### BETWEEN

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### WHEREAS:

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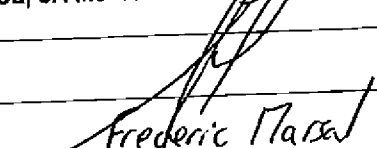
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AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written.

**SIGNED BY**  
Etienne SCHABAILLIE the "ASSIGNOR"

Signature	
Print Name	Schabaille

**SIGNED BY**  
VESUVIUS FRANCE, SA the "ASSIGNEE"

Signature	
Print Name	Frederic Marsal