

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5856561

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LUCENXIA PRESCIENCE AG	04/04/2018
RECEIVING PARTY DATA	
Name:	TOP GLOVE GLOBAL SDN BHD
Street Address:	LEVEL 21, TOP GLOVE TOWER, 16 PERSIARAN SETIA DAGANG, SETIA ALAM, SEKSYEN U13
City:	SHAH ALAM, SELANGOR
State/Country:	MALAYSIA
Postal Code:	40170
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16619115
CORRESPONDENCE DATA	
Fax Number:	(202)393-5350
<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:	2026386666
Email:	patent@jhip.com
Correspondent Name:	JACOBSON HOLMAN PLLC
Address Line 1:	400 7TH ST. NW
Address Line 2:	SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	P75990US0
NAME OF SUBMITTER:	JOHN C. HOLMAN
SIGNATURE:	/JOHN C. HOLMAN/
DATE SIGNED:	12/09/2019
Total Attachments: 9	
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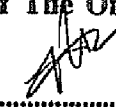
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**Certified True Copy
Of The Original**


.....
**Por Chuel Ying
Advocate and Solicitor**

DATED THIS DAY OF - 4 APR 2018 2018

LUCENXIA PRESCIENCE AG
(COMPANY NO. CH-170.3.030.864.4)

AND

TOP GLOVE GLOBAL SDN. BHD.
(COMPANY NO. 1245509-W)

INTELLECTUAL PROPERTY ASSIGNMENT

**PATENT
REEL: 051215 FRAME: 0578**

THIS ASSIGNMENT is dated - 4 APR 2018

BETWEEN:

- (1) Lucenxia Prescience AG (Company No. CH-170.3.030.864.4), a company incorporated in Baar, Switzerland whose registered office is at P.O.Box 304, CH-6341 Baar, Switzerland ("Assignor" and includes its permitted assigns); and
- (2) Top Glove Global Sdn. Bhd. (Company No. 1245509-W), a company incorporated in Malaysia whose registered office is at Level 21, Top Glove Tower, 16 Persiaran Setia Dagang, Setia Alam, Seksyen U13, 40170 Shah Alam, Selangor, Malaysia ("Assignee" and includes its permitted assigns),

each hereinafter referred to as "Party" or, collectively, the "Parties".

BACKGROUND

- (A) The Assignor is the sole registered proprietor or applicant, as the case may be, or beneficial owner of, or is otherwise entitled to transfer, the (a) registered trade mark(s), set out in Part I of Schedule I ("Registered Trade Marks") and the trade mark applications set out in Part III of Schedule I ("Trade Mark Applications") (the Registered Trade Marks and the Trade Mark Applications are collectively referred to as "Trade Marks"); and (b) granted patents, set out in Part II of Schedule I ("Granted Patents") and the patent applications set out in Part IV of Schedule I ("Patent Applications") (the Granted Patents and the Patent Applications are collectively referred to as "Patents").
- (B) The Assignor has agreed to assign the Trade Marks and Patents (collectively "Intellectual Property") to the Assignee together with the goodwill of the business concerned in the goods and/or services for which the Intellectual Property is registered for the consideration appearing below and the Assignee has agreed to accept the transfer of the Intellectual Property accordingly.
- (C) The Parties now wish to give full effect to the agreement by entering into this Assignment.

IT IS AGREED:

1. In consideration of payment of the sum of Swiss francs One Hundred Fifty Thousand (CHF150,000.00) only to the Assignor (the receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns and transfers to the Assignee absolutely such right, title and interest as it holds in the Intellectual Property including all statutory and common law rights attaching thereto together with all goodwill associated with the use of the Intellectual Property, including the rights to sue for past infringement as well as goodwill of the business of the Assignor in relation to the goods or services in respect of which the Intellectual Property is registered in accordance with the terms and conditions of this Assignment. The Parties agree that the consideration for the Intellectual Property was arrived at on a willing-buyer-willing-seller basis after taking into consideration the commercial assessments of the Intellectual Property.

2. Immediately after the execution of this Assignment, the Assignor shall sign any documents, provide any information or documents and do all other things which the Assignee reasonably considers to be necessary to give effect to this Assignment including, to enable the Assignee to record its assignment in the records of the Register of Trade Marks of Malaysia and the Register of Patents of Malaysia and in the trade mark and patent registry of any other country, where applicable.
3. The Assignor shall provide or transfer (as applicable) to the Assignee (or to a nominee appointed by the Assignee) all records, data and information (in any medium) which are in the Assignor's possession, power or control (or those of its professional advisers and agents) and which are reasonably necessary for the prosecution and maintenance of the Intellectual Property as soon as reasonably possible after the date of this Assignment and in no event later than thirty (30) days after the date of this Assignment.
4. The Assignor covenants with the Assignee that it will not at any time after the execution of this Assignment make any use of the Intellectual Property in any country in any manner whatsoever without the Assignee's prior express written authorisation.
5. This Assignment includes the right (where applicable) to file applications under the Paris Convention, corresponding to or based on any of the applications for Intellectual Property, and to claim priority from those applications.
6. Conduct of Claims

For a period of 24 months following the date of this Assignment:

- (a) If the Assignee becomes aware of any fact, matter or circumstance which has given rise or may reasonably give rise to a claim against the Assignor under this Assignment, the Assignee shall as soon as reasonably practicable (and in any event within five business days after the Assignee become so aware) give a notice in writing to the Assignor setting out, to the extent possible based on the information at the Assignee's disposal:
 - (i) the relevant fact, matter or circumstance, including any evidence thereof;
 - (ii) the relevant provision of this Assignment to which the claim relates and the legal and factual basis of the claim; and
 - (iii) an estimate of the amount of losses which are the subject of the claim (including any losses which are contingent on the occurrence of any future event) to the extent known or reasonably ascertainable;
- (b) If the matter or circumstance that may give rise to a claim under this Assignment is a result of or in connection with a claim by or liability to a third party ("Third Party Claim"), within 20 business days following its receipt of a notice of such Third Party Claim pursuant to Clause 6(a) of this Assignment, the Assignor may, by written notice to the Assignee, assume the conduct of the defence of the Third Party Claim;

- (c) If the Assignor advises the Assignee that the Assignor wishes to assume the conduct of the defence of the Third Party Claim within the time period stipulated in Clause 6(b) above, then at the Assignor's written request, the Assignee shall provide the Assignor with all reasonable assistance requested by the Assignor in relation to the Third Party Claim, including providing the Assignor and its legal advisers with:
- (i) reasonable access to personnel and such documentary or other evidence (including such relevant books, records, files and documents) as they may reasonably request; and
 - (ii) copies of such documentary or other evidence, books, records, files and documents referred to in sub-paragraph (i) above;
- (d) If the Assignor advises (or is deemed to advise) the Assignee that the Assignor does not wish to assume the conduct of the defence of the Third Party Claim, then:
- (i) the Assignee shall liaise and take such steps as are reasonable in the circumstances to consult with the Assignor in relation to such proceedings and shall provide the Assignor with a copy of any notice, correspondence or other document relating to such proceedings; and
 - (ii) the Assignee shall keep the Assignor reasonably informed as to the status of such proceedings.

The Assignor may without the prior written consent of the Assignee nominate Mr. Low Chin Guan to perform or undertake any of the roles and/or rights available to the Assignor for and on its behalf under Clause 6 of this Assignment, provided that the Assignor shall have given a prior written notice to the Assignee of such nomination.

7. This Assignment is governed by Malaysian law. The Parties agree that the Malaysian courts are to have jurisdiction to settle any disputes which may arise in connection with this Assignment and that any proceedings arising in connection with this Assignment may be brought to those courts.
8. Except as otherwise provided in this Assignment, the Parties shall bear their own costs of and incidental to the preparation, execution and implementation of this Assignment.
9. Time whenever mentioned in this Assignment shall be of the essence.
10. This Assignment is binding upon the Parties and their respective executors, administrators, heirs, permitted assigns and successors in title and may not, except as herein provided, be modified, varied or added except by written agreement signed by the Parties.
11. Any notice to be given under this Assignment may be given to the relevant Party at its address or facsimile number set out in this Assignment (or to such other address or facsimile number as such Party may have notified to the other Parties for the purposes of this Assignment).

12. No waiver of any breach of this Assignment shall be deemed to be a waiver of any other or any subsequent breach. The failure of any Party to enforce at any time any of the provisions of this Assignment shall in no way be interpreted as a waiver of such provision.
13. In the event that any or part of the terms, conditions or provisions contained in this Assignment or any Schedule attached or adopted hereto be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.
14. This Assignment may be executed in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart and each such counterpart shall constitute an original of this Assignment but all the counterparts shall together constitute one and the same instrument.

SCHEDULE 1

Part I: Registered Trade Marks

No.	TRADE MARK	COUNTRY	CLASS(ES)	NUMBER	EXPIRY DATE
(i)	FINESSIS AEGIS	Australia	10	1736287	20 November 2025
(ii)	FINESSIS CORIUM	Australia	10	1736285	20 November 2025
(iii)	FINESSIS ZERO	Australia	10	1736286	20 November 2025
(iv)	FLEXYLON	Australia	10	1736284	20 November 2025
(v)	CORIUM	European Union	10	011695921	27 March 2023
(vi)	FINESSIS	European Union	10, 44	011656931	14 March 2023
(vii)	FINESSIS	European Union	10	011696077	27 March 2023
(viii)	FINESSIS AEGIS	European Union	10	013414123	29 October 2024
(ix)	FINESSIS CORIUM	European Union	10	013414164	29 October 2024
(x)	FINESSIS ZERO	European Union	10	013414149	29 October 2024
(xi)	FLEXYLON	European Union	10	013964911	20 April 2025
(xii)	Finessis Aegis	Japan	10	5832233	4 March 2026
(xiii)	Finessis Corium	Japan	10	5832232	4 March 2026
(xiv)	Finessis Zero	Japan	10	5832231	4 March 2026
(xv)	FLEXYLON	Japan	10	5832234	4 March 2026
(xvi)	FINESSIS ZERO	Russian Federation	10	641183	28 April 2027
(xvii)	Finessis Aegis	Russian Federation	10	642504	28 April 2027
(xviii)	Finessis Corium	Russian Federation	10	643877	28 April 2027

(xix)	Flexylon	Russian Federation	10	647364	28 April 2027
(xx)	FINESSIS	United States of America	10	4512294	8 April 2020
(xxi)	Finessis AEGIS	United States of America	10	4847629	3 November 2021
(xxii)	Finessis Corium	United States of America	10	4833504	13 October 2021
(xxiii)	FINESSIS PERSONAL	United States of America	10	5313712	17 October 2023
(xxiv)	Finessis ZERO	United States of America	10	4847630	3 November 2021
(xxv)	FLEXYLON	United States of America	10	4974639	7 June 2022

Part II: Granted Patents

N/A

Part III: Trade Mark Applications

N/A

Part IV: Patent Applications


No.	TITLE	COUNTRY	NUMBER	FILING DATE
(i)	Crosslinked Styrenic Block Copolymer	MALAYSIA	PI 2017702080	6 June 2017

IN WITNESS WHEREOF the Parties have set their hands the day and year first abovewritten.

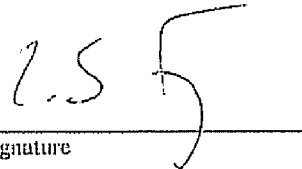
Assignor

SIGNED for and on behalf of
LUCENXIA PRESCIENCE AG

by BRUNO BOSCHARD
PRESIDENT OF THE BOARD OF DIRECTORS

} 

in the presence of:



Witness' signature

Name: MR. LUCIO SERGI
Designation: DIRECTOR

Assignee

SIGNED for and on behalf of
TOP GLOVE GLOBAL SDN. BHD.

by

}

by

}

in the presence of:

Witness' signature

Name:
Designation:

IN WITNESS WHEREOF the Parties have set their hands the day and year first abovescribed.

Assignor

SIGNED for and on behalf of
LUCENXIA PRESCIENCE AG

by

in the presence of:

}

Witness' signature

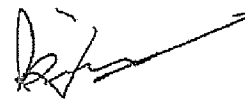
Name:
Designation:

Assignee

SIGNED for and on behalf of
TOP GLOVE GLOBAL SDN. BHD.

by Dato' Lee Kim Meow


}

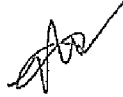


by Lim Cheong Guan

in the presence of:

}





Witness' signature

Name: POR CHUEI YING (BC/P/349)
Designation: ADVOCATE & SOLICITOR
KUALA LUMPUR