

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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|---|---|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT  |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT  |                       |
| <b>CONVEYING PARTY DATA</b>   |   |                       |
|   | <b>Name</b>   | <b>Execution Date</b> |
|   | HIROYUKI TAKI   | 11/12/2018            |
| <b>RECEIVING PARTY DATA</b>   |   |                       |
| <b>Name:</b>  | IMERYS GRAPHITE & CARBON JAPAN K.K.                           |                       |
| <b>Street Address:</b>  | 13F SETAGAYA BUSINESS SQUARETOWER 4-10-1 YOGA,<br>SETAGAYA-KU |                       |
| <b>City:</b>  | TOKYO   |                       |
| <b>State/Country:</b>   | JAPAN   |                       |
| <b>Postal Code:</b>   | 158-0097  |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |   |                       |
| <b>Property Type</b>  | <b>Number</b>   |                       |
| <b>Application Number:</b>  | 62535772  |                       |
| <b>Application Number:</b>  | 16631696  |                       |
| <b>CORRESPONDENCE DATA</b>  |   |                       |
| <b>Fax Number:</b>  |   |                       |
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| <b>Email:</b>   | virginia.simmons@finnegan.com                                 |                       |
| <b>Correspondent Name:</b>  | FINNEGAN  |                       |
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| <b>ATTORNEY DOCKET NUMBER:</b>  | 08960.0031-00000  |                       |
| <b>NAME OF SUBMITTER:</b>   | VIRGINIA SIMMONS  |                       |
| <b>SIGNATURE:</b>   | /Virginia Simmons/  |                       |
| <b>DATE SIGNED:</b>   | 02/19/2020  |                       |
| <b>Total Attachments: 4</b>   |   |                       |
| source=TIM032 - Executed Assignment - Inventor to Imerys Graphite Japan#page1.tif   |   |                       |
| source=TIM032 - Executed Assignment - Inventor to Imerys Graphite Japan#page2.tif   |   |                       |
| source=TIM032 - Executed Assignment - Inventor to Imerys Graphite Japan#page3.tif   |   |                       |
| source=TIM032 - Executed Assignment - Inventor to Imerys Graphite Japan#page4.tif   |   |                       |

## ASSIGNMENT

THIS DEED OF ASSIGNMENT is made on 12<sup>th</sup> day of November, 2018.

### **BETWEEN**

- (1) HIROYUKI TAKI of 916, 2-16-1, Kinuta, Setagaya-ku, Tokyo 157-0073, Japan (the "Assignor");  
and
- (2) IMERYS GRAPHITE & CARBON JAPAN K.K. whose registered office is at 13F Setagaya Business Squaretower 4-10-1 Yoga, Setagaya-ku, Tokyo 158-0097 Japan (the "Assignee")

### **BACKGROUND:**

- (A) The Assignor is an employee of the Assignee and has contributed to the creation of the invention.
- (B) The Assignor has agreed to assign the Intellectual Property Rights subsisting in and the Know-how relating to the Invention to the Assignee on the terms set out below.

### **AGREEMENT:**

The parties **AGREE** as follows:

#### 1. Definitions

In this Assignment unless the context otherwise requires:

"**Intellectual Property Rights**" means all patents, registered designs, trade marks and service marks (whether registered or not), copyright, database rights, moral rights, design right, and all similar property rights subsisting in or arising out of the Invention and Know-how, applications for any of the foregoing and the right to apply for any applications of the foregoing, the right to claim priority from any applications filed, and all industrial or intellectual property rights analogous to the foregoing and subsisting in the Invention and Know-how anywhere in the world including without limitation those listed in Schedule 1;

"**Know-how**" means know-how, research data, trial results, designs, knowledge and all other information, documents and material recorded in whatever form or medium relating to the Invention or the Assignee's business and including any information disclosed in a patent application;

"**Invention**" means the invention described in the draft patent application in Schedule 1 including any documentation, analysis, reports, drawings, design models, creative briefs, programs, prototypes, electronic representations (whether produced by computer or otherwise) and other material relating to such invention.

#### 2. Assignment

For good and valuable consideration, the sufficiency and receipt of which are acknowledged, the Assignor has assigned and transferred, and by these presents do assign and transfer to the Assignee, its successors, legal representative and assigns (also collectively "the Assignee"), Assignor's entire right, title, and interest throughout the world to the invention and any patent application filed for this invention as identified above (including all provisionals, non-provisionals, divisionals, continuations, continuations in part, reexaminations, reissues and all other applications for any patent that shall be filed, issued or granted

in any country on such inventions, including but not limited to utility models, designs, design patents, as well as envelope soleau and like rights of exclusion). This assignment and transfer also include the right to claim priority based on the filing date of any patent application that will be filed for the above invention under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and all other rights, including without limitation, the right to sue for any past infringement of the Intellectual Property (collectively, the "Proprietary Rights") associated with the invention as defined above. Assignor authorizes the Assignee to apply in all countries in Assignor's name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for all inventions as defined above.

### 3. Confidentiality

The Assignor shall keep and procure to be kept secret and confidential the Know-how and other confidential information acquired from or through the Assignee and will not use nor disclose the same save with the prior written consent of the Assignee.

### 4. Further Assurance

The Assignor undertakes that, at the request and expense of the Assignee, he will do all acts and things (including, without limitation, making declarations and oaths) and execute all documents that may be reasonably necessary under the law of any country for completing the transfer to the Assignee of the full right, title and interest to any of the rights assigned by clause 2.

At the request of the Assignee, the Assignor shall (at the Assignee's expense) provide all assistance to the Assignee which may be necessary in connection with bringing or defending any proceedings relating to any of the rights assigned by clause 2.

### 5. Applicable Law and Jurisdiction

This Assignment and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and all disputes and claims arising out of or relating to this Assignment shall be subject to the exclusive jurisdiction of the English Courts to which the parties irrevocably submit.

IN WITNESS of the above the Assignor and Assignee have signed executed this Assignment on the date written at the head of this Assignment.

ASSIGNOR NAME: HIROYUKI TAKI

Signature: 滝 博之

ASSIGNEE NAME: IMERYS GRAPHITE & CARBON JAPAN K.K.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Corporate Title: \_\_\_\_\_

in any country on such inventions, including but not limited to utility models, designs, design patents, as well as envelope soleau and like rights of exclusion). This assignment and transfer also include the right to claim priority based on the filing date of any patent application that will be filed for the above invention under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and all other rights, including without limitation, the right to sue for any past infringement of the Intellectual Property (collectively, the "Proprietary Rights") associated with the invention as defined above. Assignor authorizes the Assignee to apply in all countries in Assignor's name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for all inventions as defined above.

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**ASSIGNOR NAME: HIROYUKI TAKI**

Signature: \_\_\_\_\_

**ASSIGNEE NAME: IMERYS GRAPHITE & CARBON JAPAN K.K.**

Signature: Tetsuo Takeda

Printed Name: TETSUO TAKEDA

Corporate Title: Representative Director

Schedule 1

PCT Patent Application Entitled "CARBON-COATED SILICON OXIDE/GRAPHITE COMPOSITE  
PARTICLES, METHODS OF MAKING, AND APPLICATIONS OF THE SAME"

(Internal Imerys Reference No. : TIM032/PCT  
& Patent Application No. : PCT/EP2018/069832)