

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5969832

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAL GULAS	09/15/2017
MICHAEL SPAHR	09/15/2017
TATSUO UMENO	09/15/2017
PASCUAL GARCIA PEREZ	11/08/2018
RECEIVING PARTY DATA	
Name:	IMERYS GRAPHITE & CARBON SWITZERLAND LTD.
Street Address:	STRADA INDUSTRIALE
City:	BODIO
State/Country:	SWITZERLAND
Postal Code:	6743
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	62535772
Application Number:	16631696
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	virginia.simmons@finnegan.com
Correspondent Name:	FINNEGAN
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Address Line 4:	WASHINGTON, D.C. 20001
ATTORNEY DOCKET NUMBER:	08960.0031-0000
NAME OF SUBMITTER:	VIRGINIA SIMMONS
SIGNATURE:	/Virginia Simmons/
DATE SIGNED:	02/19/2020
Total Attachments: 8	
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ASSIGNMENT

WHEREAS I/We, are the below-named inventor(s) (hereinafter referred to as Assignor(s)), of an invention entitled:

**CORE-SHELL STRUCTURES PREPARED BY AMORPHOUS (PYROLYTIC) CARBON COATING ON NANO SIO₂-
GRAPHITE COMPOSITES AS ANODE MATERIAL FOR LITHIUM ION BATTERIES**

as disclosed and claimed in the applications identified below this paragraph:

Application Number	Country of Filing	Filing Date
62/535,772	US	July 21, 2017

WHEREAS, Imerys Graphite & Carbon Switzerland Ltd., a corporation of Switzerland whose post office address is Strada Industriale, 8743 Bodio, Switzerland (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to all applications for patents on this invention in all countries throughout the world, including any PCT International Application and all national stage applications based thereon that may be filed, and all patents issued upon such applications in all countries throughout the world;

NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, I/We, as Assignor(s), have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, my/our entire right, title, and interest in and to this invention, the above-referenced applications that disclose and claim this invention, any PCT International Application and all national stage applications based thereon that may be filed, any other applications for patents filed anywhere in the world that claim this invention, and all divisions, and continuations of any such application, and all patents which may be granted thereon, and all reissues thereof, and all rights to claim priority in any country on the basis of any such applications, and all extensions, renewals, and reissues thereof; and I/We hereby authorize and request that any official of any country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

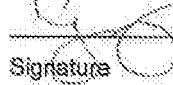
AND, I/WE covenant that I/We have the full right to convey the interest assigned by this Assignment, and I/We have not executed and will not execute any agreement in conflict with this Assignment;

AND, I/WE further covenant and agree that I/We will, without further consideration, communicate with Assignee, its successors and assigns; any facts known to me/us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

AND, I/WE authorize and request a patent practitioner of record in this application, to insert the filing date, country of filing, and application number of the above-referenced application(s) when known.

IN TESTIMONY WHEREOF, I/We have hereunto set our hands.

ASSIGNOR (Inventor) 1


Signature

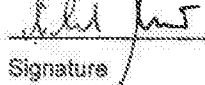
Michal GULAS

Print Name

15 September 2017

Execution Date

ASSIGNOR (Inventor) 2


Signature

Michael E. SPAHR

Print Name

15 September 2017

Execution Date

ASSIGNOR (Inventor) 3

Signature

Tatsuo UMENO

Print Name

Execution Date

Assignee Name: Imerys Graphite & Carbon Switzerland Ltd.

Signature: _____

Printed Name: _____

Corporate Title: _____

Date: _____

SOLE/JOINT INVENTION
(Worldwide Rights)
Attorney Docket No. 08980.8002-00000

IN TESTIMONY WHEREOF, I/We have hereunto set our hands.

ASSIGNOR (Inventor) 1

Signature

Michael GULAS

Print Name

Execution Date

ASSIGNOR (Inventor) 2

Signature

Michael E. SPAHR

Print Name

Execution Date

ASSIGNOR (Inventor) 3

Signature

Tatsuo UMENO *Tatsuo Umemo* September 15, 2017

Print Name

Execution Date

Assignee Name: Imerys Graphite & Carbon Switzerland Ltd.

Signature:

Printed Name:

Corporate Title:

Date:

SOLE/JOINT INVENTION
(Worldwide Rights)
Attorney Docket No. 08960.6002-00000

IN TESTIMONY WHEREOF, I/We have hereunto set our hands.

ASSIGNOR (Inventor) 1

Signature

Michal GULAS

Print Name

Execution Date

ASSIGNOR (Inventor) 2

Signature

Michael E. SPAHR

Print Name

Execution Date

ASSIGNOR (Inventor) 3

Signature

Tatsuo UMENO

Print Name

Execution Date

Assignee Name: Inervys Graphite & Carbon Switzerland Ltd.

Signature:

Printed Name:

Corporate Title:

Date:

ASSIGNMENT

THIS DEED OF ASSIGNMENT is made on 28th day of November, 2018.

BETWEEN

- (1) PASCUAL GARCIA PEREZ of Boulevard Sierra de Espadán, nº3, bloque 2, Escalera 4, Puerta 40, 46120, Alboraya (Valencia), Spain (the "Assignor"); and
- (2) IMERYS GRAPHITE & CARBON SWITZERLAND LTD, whose registered office is at Strada Industriale, 6743 Bodio, Switzerland (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: PASCUAL GARCIA PEREZ

Signature: Pascual Garcia Perez

ASSIGNEE NAME: IMERYS GRAPHITE & CARBON SWITZERLAND LTD.

Signature: [Signature]

Printed Name: Michael Spahr

Corporate Title: SEI Director

ASSIGNEE NAME: IMERYS GRAPHITE & CARBON SWITZERLAND LTD.

Signature:



Printed Name:

GUILLAUME JARRY

Corporate Title:

FINANCE MANAGER

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)