

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ELEMENT SIX (UK) LIMITED	05/14/2020
RECEIVING PARTY DATA	
Name:	JOY GLOBAL UNDERGROUND MINING LLC
Street Address:	40 PENNWOOD PLACE
Internal Address:	SUITE 100
City:	WARRENDALE
State/Country:	PENNSYLVANIA
Postal Code:	15086
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	62199495
Application Number:	15749420
CORRESPONDENCE DATA	
Fax Number:	(414)277-0656
<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:	414-271-6560
Email:	mkeipdocket@michaelbest.com
Correspondent Name:	MICHAEL BEST & FRIEDRICH LLP
Address Line 1:	790 N WATER ST
Address Line 2:	SUITE 2500
Address Line 4:	MILWAUKEE, WISCONSIN 53202
ATTORNEY DOCKET NUMBER:	051077-9495-US01
NAME OF SUBMITTER:	BRIAN J. MARSTALL
SIGNATURE:	/bjm/
DATE SIGNED:	06/12/2020
Total Attachments: 4	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Agreement**”), dated as of 14 May 2020 (“Effective Date”), is made by Element Six (UK) Limited, a UK company located at Element Six Global Innovation Centre, Fermi Avenue, Harwell Campus, Didcot, Oxfordshire OX11 0QR, United Kingdom (“**Seller**”), in favor of Joy Global Underground Mining LLC (“**Buyer**”), a Delaware corporation located at 40 Pennwood Place, Suite 100, Warrendale, Pennsylvania 15086.

WHEREAS, Seller desires to convey, transfer and assign to Buyer certain intellectual property of Seller, and has agreed to execute and deliver this Agreement, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For the consideration as set forth in Section 2, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following:

(a) the patents and patent applications listed in Schedule 1 hereto, all patents that issue from such patent applications, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing, and any patents or patent applications from which any of them claim priority or that claim priority from any of them, and all inventions disclosed and claimed in any of the foregoing, and the right to claim priority to any of the foregoing (the “**Patents**”);

(b) all rights, privileges and protections of any kind whatsoever of Seller accruing under any of the Patents provided under the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, but not limited to, the right to file foreign patent applications and license recordations; and

(c) any and all claims and causes of action, with respect to any of the Patents, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to petition or sue for, or otherwise seek, such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Consideration.** In consideration of the assignment set forth in Section 1, Buyer agrees to forgive Seller’s obligation to pay any future costs or fees associated with the prosecution, grant, and maintenance of the patents and patent applications listed in Schedule 1.

3. **Recordation and Further Actions.** Seller authorizes the Commissioner for Patents and any other governmental officials to record and register this Agreement upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Patents are properly assigned to Buyer, or any assignee or successor thereto.

Seller further agrees to use its best efforts to obtain any necessary executed documents from Seller's employees and contractors.

4. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5. **Representations and Warranties**. Seller represents and warrants to Buyer that:

(a) all persons who are affiliated with Seller and have been identified as inventors ("**Inventors**") have executed the necessary documents to transfer all of Inventors' interest in the Patents to Seller, and Seller has provided to Buyer all documents establishing Seller's ownership of its right, title, and interest in the Patents;

(b) Seller's joint ownership of the right, title, and interest in the Patents is free and clear of all liens, encumbrances or other obligations;

(c) Seller has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder;

(d) the performance of this Agreement will not conflict with any of Seller's existing obligations under any other agreement; and


(e) Seller has not granted any licenses to the Patents.

6. **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law**. This Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Agreement as of the date first above written.

Element Six (UK) Limited

Signature: 

Name: ANDREW GUTHRIE

Title: CFO

Date: 14/5/2020

Joy Global Underground Mining LLC

Signature: 

Name: Eileen R. Siska

Title: Associate General Counsel

Date: June 4, 2020

SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

1. U.S. Provisional Patent Application No. 62/199,495, filed July 31, 2015, entitled CUTTING BIT ASSEMBLY
2. PCT Patent Application No. PCT/US2016/044861, filed July 29, 2016, entitled CUTTING BIT ASSEMBLY
3. Australian National Phase Patent Application No. 2016303652, filed January 24, 2018, entitled CUTTING BIT ASSEMBLY
4. Canadian National Phase Patent Application No. 2,994,163, filed January 29, 2018, entitled CUTTING BIT ASSEMBLY
5. Chinese National Phase Patent Application No. 201680053034.4, filed March 13, 2018, entitled CUTTING BIT ASSEMBLY
6. European Regional Phase Patent Application No. 16833646.9, filed February 27, 2018, entitled CUTTING BIT ASSEMBLY
7. South African National Phase Patent Application No. 2018/00562, filed January 26, 2018, entitled CUTTING BIT ASSEMBLY
8. United States National Phase Patent Application No. 15/749,420, filed January 31, 2018, entitled CUTTING BIT ASSEMBLY
9. Russian National Phase Patent Application No. 2018107050, filed February 27, 2018, entitled CUTTING BIT ASSEMBLY