

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6187589

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SANDVIK INTELLECTUAL PROPERTY AB	11/29/2019
RECEIVING PARTY DATA	
Name:	SANDVIK POWDER SOLUTIONS AB
Street Address:	RETURGATAN 1
City:	SURAHAMMAR
State/Country:	SWEDEN
Postal Code:	735 21
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9803263
Patent Number:	9592553
Application Number:	15300854
Application Number:	16613491
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	127460-5000
NAME OF SUBMITTER:	JEFFREY G. KILLIAN
SIGNATURE:	/Jeffrey G. Killian/
DATE SIGNED:	07/07/2020
Total Attachments: 12	
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SPS PATENT ASSIGNMENT AGREEMENT

dated 30 November 2019

SANDVIK INTELLECTUAL PROPERTY AB

and

SANDVIK POWDER SOLUTIONS AB

Regarding the assignment of patents

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APPENDICES

1. SCHEDULE I SPS PATENTS

This SPS PATENT ASSIGNMENT AGREEMENT is dated 30 November 2019 (the "Effective Date") and made between:

- (1) SANDVIK INTELLECTUAL PROPERTY AB, Reg. No. 556288-9401, a limited liability company incorporated under the laws of Sweden ("SIPAB"); and
- (2) SANDVIK POWDER SOLUTIONS AB, Reg. No. 556032-6760, a limited liability company incorporated under the laws of Sweden ("SPS").

Each of SIPAB and SPS is hereinafter referred to as a "Party" and jointly as the "Parties".

BACKGROUND

- A. SIPAB is the owner of the SPS Patents (as defined below).
- B. As a consequence of certain other corporate transactions, SPS wishes to acquire SIPAB's rights in and to the SPS Patents, and SIPAB wishes to assign its rights in and to the SPS Patents to SPS on the terms and conditions set out herein.
- C. In view of the foregoing, the Parties agree as follows.

1. DEFINITIONS

In addition to definitions set out elsewhere in this Agreement, the following capitalized terms shall, when used in this Agreement, have the meanings set out below.

"Affiliate" of any Person means any other Person, from time to time, controlling, controlled by or under common control with such first-mentioned Person, whereby "control" for this purpose means the ability, directly or indirectly, to direct the management or policies of a Person, whether through ownership or otherwise, and the term "controlling" shall have a meaning correlative to the foregoing.

"Agreement" means this SPS Patent Assignment Agreement including its schedule.

"Applicable Law" means, as to any Person, any law, regulation, judgment or other legally binding requirement or rule of any governmental authority in any jurisdiction applicable from time to time to such Person.

"Effective Date" means the date set forth above.

"Existing Encumbrances" means any liabilities and undertakings under existing licenses, covenants not to sue and similar commitments, covenants, immunities, releases, rights and encumbrances granted to other parties.

"Person" means any individual, legal entity, partnership, governmental or municipal authority, court or any other entity having legal personality.

"SPS Patents" means the patents and patent applications listed in Schedule 1.

"Stock Exchange" means any regulated market, multilateral trading facility or similar market place for the public trading of shares, debt instruments or other securities.

2. ASSIGNMENT TO SPS

2.1 Assignment

- 2.1.1 On the terms and subject to the conditions of this Agreement, SIPAB hereby as of the Effective Date assigns to SPS, and SPS hereby acquires from SIPAB, all of SIPAB's rights, title, interest, liabilities and undertakings in the SPS Patents, including Existing Encumbrances and all rights to sue and recover for past infringement thereof, and any and all causes of action related thereto.
- 2.1.2 SIPAB undertakes to use reasonable efforts to execute and deliver, at any time upon request, free of charge, any and all documents, forms and authorisations which may be reasonably required to give full legal effect to the transfer and assignment of the SPS Patents, including but not limited to registering such assignment with competent registration authorities, and to ensure SPS's rights and title therein and thereto.
- 2.1.3 SPS shall pay any potential costs and fees charged by the relevant registration authorities in connection with the registration of the assignment the SPS Patents. For the avoidance of doubt, SPS is responsible for the due payment of all filing, maintenance and annuity fees as well as other costs, charges and fees payable relating to the SPS Patents as accrued as from the Effective Date.

2.2 Consideration

- 2.2.1 As full and final consideration, which SIPAB and SPS agree is equitable and fair, of the transfer of the SPS Patents in accordance with this Agreement, SPS shall pay SEK 4 excluding VAT to SIPAB.
- 2.2.2 The consideration set out in Section 2.2.1 shall be invoiced by SIPAB to SPS and be paid in accordance with the specifications set out in the invoice on or following the Effective Date.

3. NO WARRANTIES

The SPS Patents and any ancillary rights and obligations are transferred on an "as-is" basis. Neither Party makes any warranty or representation to the other Party, whether express or implied, and whether arising by operation of law or otherwise, in relation to the SPS Patents, including any ancillary rights and obligations, hereunder, including but not limited with respect to merchantability, fitness for any particular purpose, enforceability, value, non-infringement and/or any other related warranty or representation, to the greatest extent permissible under Applicable Law.

4. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party, whether in contract, tort or otherwise, for any indirect, special and/or consequential damage caused by it hereunder, including but not limited to any loss of profit, loss of production or loss of goodwill.

5. MISCELLANEOUS

5.1 Confidentiality

5.1.1 Each Party undertakes not to disclose any financial information or other information that it may from time to time receive or obtain (in any form) as a result of entering into or performing its obligations pursuant to this Agreement or otherwise, relating to the other Party, and which is not in the public domain ("Confidential Information").

5.1.2 Notwithstanding Section 5.1.1, Confidential Information may be disclosed by a Party if such Party can demonstrate that:

- (a) it is required to do so by Applicable Law and regulations or pursuant to a decision by any public authority or any order of a court or tribunal;
- (b) it is required to do so by the rules of any Stock Exchange or other market place where such Party (or such Party's direct or indirect parent) is listed or quoted;
- (c) such disclosure has been consented to by the other disclosing Party in advance in writing;
- (d) it is required to do so in order to register, obtain, renew, maintain or enforce the SPS Patents in accordance with this Agreement; or
- (e) it is required to do so in order to record the assignments hereunder.

5.1.3 Confidential Information of any other Party may only be disclosed by a Party to its Affiliates, employees, professional advisers and consultants who need to know such information in order for such Party to perform its obligations under this Agreement and who are bound by a confidentiality undertaking on no less strict terms than herein and which applies to any information disclosed.

5.1.4 If a Party becomes required, under any of the circumstances set forth in Section 5.1.2, to disclose any information, such Party shall to the extent possible consult with the disclosing Party and take into account any reasonable requests that the disclosing Party may have in relation to the disclosure before making it.

5.2 Variation

No modifications, amendments or alterations of this Agreement will be valid or binding for a Party, except if made in writing (containing a specific reference to this Agreement) and signed on behalf of such Party.

5.3 Sales of Goods Act

The Swedish Sale of Goods Act (*Sw. köplagen (1990:931)*) shall not apply to this Agreement or the assignments herein.

5.4 Governing law

This Agreement and all non-contractual obligations in connection with this Agreement shall be governed by the laws of Sweden, without giving regard to its conflict of law principles.

5.5 Disputes

- 5.5.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.
- 5.5.2 Each Party undertakes to procure that all arbitral proceedings conducted in accordance with this Agreement shall be kept strictly confidential. This undertaking shall cover, inter alia, that arbitral proceedings have been initiated, all information disclosed during the course of such proceedings, as well as any decision or award made or declared by the arbitral tribunal. Such information may not be disclosed to a third party without the prior written consent of the other Party (as applicable). Regardless of the above, a Party shall not be prevented from disclosing information in order to safeguard such Party's rights with respect to the proceedings (including, for the sake of clarity, a disclosure as a consequence of a following challenge), or to disclose such information as such Party is under an obligation to disclose pursuant to Applicable Law or the rules of any Stock Exchange.

This Agreement has been signed in two (2) originals, of which the Parties have received one each.

SANDVIK INTELLECTUAL PROPERTY AB

Place:

Date:

Name:

SANDVIK POWDER SOLUTIONS AB

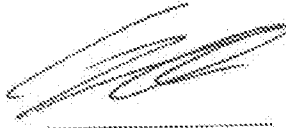
Place: *Sandviken*

Date: *29/11-2019*

Name:



MAGNUS NYSTRÖM



CHRISTOPHER HORNVALL

This Agreement has been signed in two (2) originals, of which the Parties have received one each.

SANDVIK INTELLECTUAL PROPERTY AB

Place: *Stockholm*

Date: *2019-11-29*

Name:



Åsa Thunman



JESSICA ALM

SANDVIK POWDER SOLUTIONS AB

Place:

Date:

Name:

SCHEDULE 1 SPS PATENTS

Sandvik ref. no.	Title of patent	Application no.	Case status	Territory
14021EPCH	A METHOD FOR MANUFACTURING A WEAR RESISTANT COMPONENT	13762459.9	Registered	Switzerland
14021EPDE	A METHOD FOR MANUFACTURING A WEAR RESISTANT COMPONENT	13762459.9	Registered	Germany
14021EPFI	A METHOD FOR MANUFACTURING A WEAR RESISTANT COMPONENT	13762459.9	Registered	Finland
14021EPGB	A METHOD FOR MANUFACTURING A WEAR RESISTANT COMPONENT	13762459.9	Registered	United Kingdom
14021EPSE	A METHOD FOR MANUFACTURING A WEAR RESISTANT COMPONENT	13762459.9	Registered	Sweden
14021WOUS	A METHOD FOR MANUFACTURING A WEAR RESISTANT COMPONENT	14/427583	Registered	United States
P14183EPCH	METHOD FOR MANUFACTURE OF A HIP CONSOLIDATED COMPONENT AND A HIP-ED COMPONENT COMPRISING A WEAR RESISTANT LAYER	13174907.9	Registered	Switzerland
P14183EPDE	METHOD FOR MANUFACTURE OF A HIP CONSOLIDATED COMPONENT AND A HIP-ED COMPONENT COMPRISING A WEAR RESISTANT LAYER	13174907.9	Registered	Germany
P14183EPFI	METHOD FOR MANUFACTURE OF A HIP CONSOLIDATED COMPONENT AND A HIP-ED COMPONENT COMPRISING A WEAR RESISTANT LAYER	13174907.9	Registered	Finland
P14183EPGB	METHOD FOR MANUFACTURE OF A HIP CONSOLIDATED	13174907.9	Registered	United Kingdom

Sandvik ref. no.	Title of patent	Application no.	Case status	Territory
	COMPONENT AND A HIP-ED COMPONENT COMPRISING A WEAR RESISTANT LAYER			
P14183EPSE	METHOD FOR MANUFACTURE OF A HIP CONSOLIDATED COMPONENT AND A HIP-ED COMPONENT COMPRISING A WEAR RESISTANT LAYER	13174997.9	Registered	Sweden
P14183WOUS	METHOD FOR MANUFACTURE OF A HIP CONSOLIDATED COMPONENT AND A HIP-ED COMPONENT COMPRISING A WEAR RESISTANT LAYER	14/649988	Registered	United States
P14263EPCH	A METHOD FOR MANUFACTURING A CLADDED COMPONENT	14800062.3	Registered	Switzerland
P14263EPDE	A METHOD FOR MANUFACTURING A CLADDED COMPONENT	14800062.3	Registered	Germany
P14263EPDK	A METHOD FOR MANUFACTURING A CLADDED COMPONENT	14800062.3	Registered	Denmark
P14263EPSE	A METHOD FOR MANUFACTURING A CLADDED COMPONENT	14800062.3	Registered	Sweden
P14263WOKR	A METHOD FOR MANUFACTURING A CLADDED COMPONENT	2016-7019512	Pending	South Korea
P14263WOUS	A METHOD FOR MANUFACTURING A CLADDED COMPONENT	15/106330	Pending	United States
P14316WOEP	A METHOD FOR MANUFACTURING A METALLIC COMPONENT BY PRE-MANUFACTURED BODIES	15712980.0	Pending	European Patent

Sandvik ref. no.	Title of patent	Application no.	Case status	Territory
P14316WOJP	A METHOD FOR MANUFACTURING A METALLIC COMPONENT BY PRE-MANUFACTURED BODIES	2016-559986 01	Pending	Japan
P14316WOKR	A METHOD FOR MANUFACTURING A METALLIC COMPONENT BY PRE-MANUFACTURED BODIES	2016-7027285	Pending	South Korea
P14316WOUS	A METHOD FOR MANUFACTURING A METALLIC COMPONENT BY PRE-MANUFACTURED BODIES	15/300854	Pending	United States
P14691SE	A STATIC MIXING MODULE AND A STEAM HEATER	1650476-3	Registered	Sweden
P14931EP	A PROCESS OF MANUFACTURING AN ARTICLE COMPRISING A BODY OF A CEMENTED CARBIDE AND A BODY OF A METAL ALLOY OR OF A METAL MATRIX COMPOSITE, AND A PRODUCT MANUFACTURED THEREOF	17172768.4	Pending	European Patent
P14931WOCA	A PROCESS OF MANUFACTURING AN ARTICLE COMPRISING A BODY OF A CEMENTED CARBIDE AND A BODY OF A METAL ALLOY OR OF A METAL MATRIX COMPOSITE, AND A PRODUCT MANUFACTURED THEREOF	Canadian National Phase of PCT International Application PCT/EP2018/063686	Pending	Canada
P14931WOEP	A PROCESS OF MANUFACTURING AN ARTICLE COMPRISING A BODY OF A CEMENTED CARBIDE AND A BODY OF A METAL	18724925.5	Pending	European Patent

Sandvik ref. no.	Title of patent	Application no.	Case status	Territory
	ALLOY OR OF A METAL MATRIX COMPOSITE, AND A PRODUCT MANUFACTURED THEREOF			
P14931WOUS	A PROCESS OF MANUFACTURING AN ARTICLE COMPRISING A BODY OF A CEMENTED CARBIDE AND A BODY OF A METAL ALLOY OR OF A METAL MATRIX COMPOSITE, AND A PRODUCT MANUFACTURED THEREOF	US National Phase of PCT International Application PCT/EP2018/063686.	Pending	United States