

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6231310

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LANXESS ORGANOMETALLICS GMBH	12/30/2019
RECEIVING PARTY DATA		
Name:	PMC VLISSINGEN, B.V.	
Street Address:	1288 ROUTE 73 SOUTH	
Internal Address:	PMC GROUP BUILDING, 4TH FLOOR	
City:	MOUNT LAUREL	
State/Country:	NEW JERSEY	
Postal Code:	08054	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Patent Number:	6846944
	Patent Number:	7709409
	Patent Number:	10174060
CORRESPONDENCE DATA		
Fax Number:	(504)835-2070	
<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:	5048352000	
Email:	MackenzieRodriguez@patents.gs	
Correspondent Name:	MACKENZIE D. RODRIGUEZ	
Address Line 1:	3838 N. CAUSEWAY BLVD., SUITE 3290	
Address Line 4:	METAIRIE, LOUISIANA 70002	
ATTORNEY DOCKET NUMBER:	100001.1	
NAME OF SUBMITTER:	MACKENZIE D. RODRIGUEZ	
SIGNATURE:	/Mackenzie D. Rodriguez, #61739/	
DATE SIGNED:	08/01/2020	
Total Attachments: 8		
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PATENT ASSIGNMENT AGREEMENT

by and between

1. **LANXESS Organometallics GmbH**, registered with the Commercial Register of the local court of Hamm under registration number HRB 4711, address at: Ernst-Schering-Str. 14, 59192 Bergkamen, Germany,

– hereinafter referred to as "**LANXESS OMS**" or "**Transferor**" –

2. **PMC Vlissingen, B.V.**, registered with the Commercial Register of the Chamber of Commerce for den Haag under registration number 55927459, address at: PMC Group Building, 4th Floor, 1288 Route 73 South, Mount Laurel, NJ 08054, USA,

– hereinafter referred to as "**Purchaser**" –

- the Purchaser and LANXESS OMS hereinafter also referred to as "**Parties**" and each of them individually referred to as "**Party**"

Recitals

- A. LANXESS OMS and the Purchaser have entered into an asset purchase agreement, dated as of November 8, 2019, pursuant to which LANXESS OMS has agreed to sell and transfer or cause its respective Affiliate to transfer to the Purchaser the Purchased Assets as defined therein, *inter alia* the Transferred Patents ("**APA**"). The Purchaser has agreed to acquire the Purchased Assets.
- B. This document (hereinafter also "**Agreement**") shall constitute a "Related Document" within the meaning of the APA.
- C. The Parties wish to consummate the transactions contemplated by the APA.

Now, therefore, pursuant to the terms and conditions of the APA, the Parties agree as follows:

1. Reference to the APA

1.1 The terms used in this Agreement shall have the meaning attributed to them in the APA and all definitions set forth in the APA shall apply for the purposes of this Agreement. In the event of a conflict between this Agreement and the APA, the terms and conditions of the APA shall prevail.

1.2 Closing Date as used in this Agreement shall be December 30, 2019.

2. Assignment and transfer of rights with regard to the Transferred Patents

The Transferor hereby assigns and transfers with effect in rem (*mit dinglicher Wirkung*) as of the occurrence of the Closing Date to the Purchaser, who accepts such assignment and transfer all of its rights, title and interest in and to the Transferred Patents sold pursuant to the APA which are listed on Exhibit 1 of this Agreement.

Such assignment includes

- (i) the right to claim priority and
- (ii) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement of the Transferred Patents, whether occurring before, on or after the Closing Date.

3. Handover of responsibility and TRANSFEROR's obligations

3.1 Between the Closing Date and the last day 24:00 h CET of the first (1st) month after the Closing Date Transferor shall undertake to send, without additional costs for Purchaser, to Purchaser to the following address:

Name:

Email:

Address:

- (i) a complete list of all actions required within six (6) months after the Closing Date for the maintenance, claiming priority or other purpose to keep the Trans-

ferred Patents alive, including but not limited to priority deadlines of patent applications and due dates for office actions and renewal fees.

- (ii) physical files relating to the Transferred Patents consisting essentially of application documents, certificates and correspondence with intellectual property offices.

3.2 Between the Closing Date and the last day 24:00 h CET of the second (2nd) month after the Closing Date Transferor shall further undertake to

- (i) forward to Purchaser to the address indicated in section 3.1 without additional costs and without undue delay (a) all official notifications and all correspondence regarding the Transferred Patents and (b) any correspondence concerning any proceeding, action or claim for opposition, cancellation, revocation, rectification or limitation, in each case as received by Transferor after the Closing Date.
- (ii) pay all maintenance fees for the Transferred Patents on behalf of and on the account of Purchaser. Purchaser will reimburse Transferor for the maintenance fees and related costs and fees for the Transferred Patents accrued after the Closing Date and paid on behalf of Purchaser within the three (3) months' time period after the Closing Date without undue delay after issuance by Transferor of a respective invoice. For the avoidance of doubt the Parties record that the Transferor is under no obligation to pay any maintenance fees for the Transferred Patents after the first day 0:00 h following the second (2nd) month after the Closing Date.

4. Closing and Recordal of Transfer of Rights

4.1 All of the aforesaid assignment and transfer of rights with regard to the Transferred Patents shall have effect in rem (*dingliche Wirkung*) and become commercially effective as of the Closing Date.

4.2 Without undue delay after the Closing Date, the Purchaser shall apply to register the transfer of the Transferred Patents pursuant to Section 2 of this Agreement. In this respect,

- (i) the Purchaser is obliged to provide to Transferor to the following address

Name: Dr. Stephan Deblon

Email: stephan.deblon@lanxess.com and (!) patents@lanxess.com

Address: LANXESS Deutschland GmbH, LEX-IP Kennedyplatz 1, 50569 Cologne,
Germany

all further declarations such as confirmatory assignments, which are necessary to transfer the Transferred Patents (ii) and all declarations which are necessary or expedient to record such transfer in the applicable public registers, in each case in due form and

(ii) Transferor shall execute all such declarations without undue delay

4.3 The costs for the transfer shall be borne as provided in the APA.

5. Miscellaneous

5.1 This Agreement shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (C/SG) and the conflict of law rules.

5.2 All disputes arising in connection with this contract or its validity shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such Rules. The arbitration shall occur in English language and in Luxembourg. If the amount in dispute is less than EUR 1 million or the parties otherwise stipulate, there shall be only one (1) arbitrator and, in all other cases, there shall be a panel of three (3) arbitrators. Prior to initiating an arbitration proceeding, Purchaser and Transferor shall in good faith seek to mediate the dispute between them for at least thirty (30) days from the date on which written notice of the dispute is first given by one party to the other. The foregoing shall not limit the right of the parties to seek equitable or injunctive relief in any applicable court with jurisdiction.

5.3 The headings of the sections and subsections in this Agreement are for convenience purposes only and shall not affect the interpretation of any of the provisions hereof.

5.4 Where the English wording of this Agreement is followed by a German legal term set in parenthesis and in italics, the German legal term shall prevail. Unless the context

requires otherwise, the phrases „including“, „including, in particular“ and „in particular“ shall be interpreted to be non-restrictive and without limitation.

- 5.5 Should any provision of this Agreement be or become in whole or in part, void (*nichtig*), ineffective (*unwirksam*) or unenforceable (*undurchsetzbar*), then the validity, effectiveness and enforceability of the other provisions of this Agreement shall remain unaffected thereby. Any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as most closely reflects the economic intent and purpose of the invalid, ineffective or unenforceable provision regarding the subject-matter, scale, time, place and scope of application. The aforesaid rule shall apply *mutatis mutandis* to any gap (*Lücke*) that may be found to exist in this Agreement.

Signatures follow on next page

Signatures

PMC Vlissingen, B.V.

By 

Name: Debtosh Chakrabarti

Title: Director

Place and date:

LANXESS ORGANOMETALLICS MBH

By _____

Name:

Title:

Place and date:

[Signature Page to IP Assignment]

PMC Vlissingen, B.V.

By _____

Name: Debtosh Chakrabarti

Title: President

Place and date:

LANXESS ORGANOMETALLICS MBH

By _____

Name: Ralf Scholtz

Title: Managing Director

Place and date: Cologne, 30.12.2019

ppa. J. G. Scholtz
Dr. J. G. Scholtz, Esq.
Legal Counsel

Exhibit 1

Internal Reference	Country	Filing Type	Filing Date	Filing No.	Grant Date	Grant No.
Process for preparing monoalkyltin halides and dialkyltin halides and their use						
P175 00003	US	National	23.07.2003	10/626819	25.01.2005	6846944
Catalytic composition of organotin compounds						
P175 00004	US	Cont	06.04.2007	11/78449	04.05.2010	7709409
A process for purifying monoocetylkin trichloride						
P175 00008	CA	PCT	13.10.2015	2970024		
P175 00008	CN	PCT	13.10.2015	201580070548.6		
P175 00008	DE	EPO	23.12.2014	14200184.1	20.02.2019	602014041212.2
P175 00008	EP	EPO	23.12.2014	14200184.1	20.02.2019	3037425
P175 00008	FR	EPO	23.12.2014	14200184.1	20.02.2019	3037425
P175 00008	IN	PCT	13.10.2015	201717022606		
P175 00008	IT	EPO	23.12.2014	14200184.1	20.02.2019	502019000033306
P175 00008	JP	PCT	13.10.2015	2017-534608		
P175 00008	KR	PCT	13.10.2015	10-2017-7020395		
P175 00008	NL	EPO	23.12.2014	14200184.1	20.02.2019	3037425
P175 00008	TW	National	15.09.2015	104130479	11.05.2017	1582102
P175 00008	US	PCT	13.10.2015	15/538228	08.01.2019	10174060
A process for the preparation of tributyltin chloride with high purity						
P175 00015	EP	EPO	20.12.2019	19218960.3		

