

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6303000

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
FERRO CORPORATION			09/15/2020
RECEIVING PARTY DATA			
Name:	FERRO SPAIN, S.L.U.		
Street Address:	CARRETERA VALENCIA - BARCELONA, KM 61,5		
City:	ALMAZORA (CASTELLÓN)		
State/Country:	SPAIN		
Postal Code:	12550		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Patent Number:	7037868		
Patent Number:	6402823		
CORRESPONDENCE DATA			
Fax Number:	(216)566-9711		
<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:	2165669700		
Email:	korff@rankinhill.com		
Correspondent Name:	RANKIN HILL & CLARK LLP		
Address Line 1:	23755 LORAIN ROAD		
Address Line 2:	SUITE 200		
Address Line 4:	NORTH OLMSTED, OHIO 44070		
ATTORNEY DOCKET NUMBER:	FER-45697		
NAME OF SUBMITTER:	CHRISTOPHER J. KORFF		
SIGNATURE:	/Christopher J. Korff/		
DATE SIGNED:	09/17/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment (this “**Assignment**”) is made and entered into effective as of September 15, 2020, by Ferro Corporation, an Ohio corporation (“**Assignor**”), in favor of Ferro Spain, S.L.U. (“**Assignee**”). Capitalized terms used but not defined herein shall have the meanings assigned to them in that certain Asset and Stock Purchase Agreement, dated December 15, 2019 by and among Ferro Corporation and Pigments Spain, S.L., a limited liability company with registered office at Carretera Viver – Puerto Burriana Km 61,800, 12540 Vila-Real, (Castellon) Spain (the “**Purchase Agreement**”).

WHEREAS, pursuant to the terms of the Purchase Agreement (specifically, Section 5.18(e) thereof), Assignor and Assignee are executing and delivering this Assignment in connection with the purchase, sale, assignment, transfer and conveyance of the Intellectual Property listed on Schedule A hereto (the “**Transferred IP**”).

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. **Assignment**. Assignor hereby irrevocably sells, assigns, conveys, transfers and delivers to Assignee, its successors, and assigns forever and exclusively throughout the world, all right, title and interest of Assignor in, to and under the Transferred IP, including the following:
 - 1.1 All rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - 1.2 All claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made;
 - 1.3 Any and all of Assignor’s rights, privileges and priorities provided under applicable law with respect to the Transferred IP, including, without limitation, Assignor’s common law rights and rights under the any relevant laws each to the extent permitted under applicable law, including any and all past, present or future claims or causes of action, whether at law or in equity, arising out of or related to any infringement, misappropriation, unfair competition, dilution or other violation of the Transferred IP, and the right to sue for damages, injunctive relief or any other remedy or otherwise recover therefor (regardless of whether such rights are exercisable);
 - 1.4 Any and all income, royalties, damages and payments which become due or payable with respect to the Transferred IP on or after the effective date of this Assignment, and the right to receive such income, royalties, damages and payments, the same to be held and enjoyed by Assignee for its own

use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made;

- 1.5 The goodwill of the business associated with or symbolized by the trademarks, service marks, trade names, trade dress, corporate names, logos, domain names, URLs and any other source identifiers of any kind or nature, in each case whether or not registered, included in the Transferred IP;
- 1.6 All registrations that may be granted in the foregoing; and
- 1.7 All extensions and renewals of the foregoing.
2. **Retained Rights.** Assignor retains no rights in the Transferred IP.
3. **Recordation.** Assignor shall promptly file and record this Assignment, or the equivalent of this Assignment to the extent required, with the appropriate governmental entities as necessary to record Assignee as assignee and owner of the Transferred IP. Assignor and Assignee hereby authorize and request the Commissioner of the U.S. Patent and Trademark Office, the Registrar of Copyrights at the United States Copyright Office or any other official of any applicable governmental authority to record Assignee as owner of the Transferred IP and to issue any and all registrations, including from any pending applications in the Transferred IP and including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives, upon issuance or registration.
4. **Governing Law.** This Assignment, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Assignment, or the negotiation, execution or performance of this Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter into this Assignment), will be governed by the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule.
5. **Section Headings.** The section headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.
6. **Third Party Rights.** Nothing in this Assignment is intended or shall be construed to confer upon or give any person, other than the parties hereto and their respective successors, any rights or remedies under or by reason of this Assignment. This Assignment is binding upon and inures to the benefit of the parties and their respective successors and assigns.
7. **Conflict with Purchase Agreement.** To the extent that any provision of this Assignment conflicts with the terms of the Purchase Agreement, the Purchase Agreement will govern.

8. **Counterparts and Electronic Signatures.** This Assignment and other documents to be delivered pursuant to this Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties hereto and delivered to the other parties hereto. A manual signature on this Assignment or other documents to be delivered pursuant to this Assignment, an image of which will have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Assignment or other documents to be delivered pursuant to this Assignment, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Assignment or such other document for all purposes.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

ASSIGNOR:

Ferro Corporation, an Ohio corporation

By: 
Name: Benjamin Schlater
Title: Group Vice President
and Chief Financial Officer

SCHEDULE A

PATENTS

Patent	Country	Status	App. Date	App. No.	Reg. No.	Reg. Date
Transparent tile glaze	U.S.	Registered	12/10/2003	10/732903	7037868	5/2/2006
Individual inks and an ink set for use in the color ink jet printing of glazed ceramic tiles and surfaces	U.S.	Expired	1/7/2000	09/479350	6402823	6/11/2002