

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6624495

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CEMEX RESEARCH GROUP AG	02/28/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CEMEX INNOVATION HOLDING LTD.
<b>Street Address:</b>	GENERAL-GUISAN-STRASSE 6
<b>City:</b>	ZUG
<b>State/Country:</b>	SWITZERLAND
<b>Postal Code:</b>	6300
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16761104
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(860)286-0115
<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>	
<b>Phone:</b>	860-286-2929
<b>Email:</b>	usptopatentmail@cantorcolburn.com
<b>Correspondent Name:</b>	CANTOR COLBURN LLP
<b>Address Line 1:</b>	20 CHURCH STREET
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<b>Address Line 4:</b>	HARTFORD, CONNECTICUT 06103
<b>ATTORNEY DOCKET NUMBER:</b>	NO90128US
<b>NAME OF SUBMITTER:</b>	SANDRA L. SHANER
<b>SIGNATURE:</b>	/Sandra L. Shaner, Reg. No. 47934/
<b>DATE SIGNED:</b>	03/26/2021
<b>Total Attachments: 7</b>	
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This patent assignment agreement (the "Agreement") is made and effective by and between

El presente contrato de cesión de patentes (el "Contrato") es válido y celebrado entre

**CEMEX RESEARCH GROUP AG** (the "Assignor"), a corporation organized and existing under the laws of Switzerland, with address at Römerstrasse 13, 2555 Brugg Bei Biel, Switzerland, and

**CEMEX RESEARCH GROUP AG** (el "Cedente"), una sociedad organizada y existente conforme a las leyes de Suiza, con dirección en Römerstrasse 13, 2555 Brugg Bei Biel, Suiza., y

**CEMEX INNOVATION HOLDING LTD.** (formerly **CEMEX TRADEMARKS HOLDING LTD.**) (the "Assignee"), a corporation organized and existing under the laws of Switzerland, with business office located at General-Guisan-Strasse 6, 6300, Zug, Switzerland.

**CEMEX INNOVATION HOLDING LTD.** (anteriormente **CEMEX TRADEMARKS HOLDING LTD.**) (el "Cesionario"), una sociedad organizada y existente bajo las leyes de Suiza, con oficina comercial ubicada en General- Guisan- Strasse 6, 6300, Zug, Suiza.

Both Assignor and Assignee referred as to "the Parties".

El Cedente y el Cesionario en conjunto referidos como "las Partes".

**RECITALS**

**DECLARACIONES**

WHEREAS, Assignee acquired under its formerly name **CEMEX TRADEMARKS HOLDING LTD.** from Assignor, several intellectual property assets, including the patents listed in the Annex of this Agreement (the "Patents"), as of December 31, 2019 (the "Effective Date") according to the corresponding agreement and arrangement made on such date between the Parties.

Considerando que, con fecha 31 de diciembre de 2019 (la "Fecha Efectiva"), el Cesionario bajo su anterior denominación **CEMEX TRADEMARKS HOLDING LTD.**, adquirió diversos activos de propiedad intelectual del Cedente, incluidas las patentes enlistadas en el Anexo que forma parte del presente Contrato ("las Patentes"), bajo los términos y las condiciones pactadas en el contrato celebrado en dicha fecha entre las Partes.

WHEREAS, Assignee changed its company name to **CEMEX INNOVATION HOLDING LTD.**, with effective date 13 February 2020.

Considerando que, el Cesionario cambió su denominación a **CEMEX INNOVATION HOLDING LTD.**, con fecha efectiva 13 de febrero de 2020.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

POR LO TANTO, tomando en cuenta las declaraciones y acuerdos antes mencionados, las Partes convienen lo siguiente:



## CLAUSES

**FIRST.** Assignor declares to have sold, assigned and transferred to Assignee the entire right, title and interest in and to the Patents and to any patents which may be granted on any of the patent applications, and in and to all divisions of such Patents which may be granted, together with all rights and the right to apply in any and all countries, in Assignee's own name or in the name of its successors, designees, for patent and other proprietary protection, including any patent, patent of addition, utility model, revalidation patent, or patent of importation, which may be obtained on the subject matter Patents, the same to be held and enjoyed by the Assignee, for its own use and benefit.

**SECOND.** The Assignor hereby declares that the Patents are free of any burden and encumbrance, as well as that the Patents do not have any limitation that prohibits their normal use and exploitation.

**THIRD.** The Parties agree that Assignor will submit to Assignee all the documents related to the Patents and will respond to any claim arise by any third party related to the use and ownership of the Patents before were assigned.

**FOURTH.** Since the Effective Date the Assignee shall be responsible for the registration, maintenance, defense and all other current processes and fees related to the Patents.

**FIFTH.** Assignor represents and warrants that the execution and delivery of this Agreement, including the performance and observance of the terms thereof, has been duly authorized by all the necessary and appropriate corporate actions of Assignor, that the individual executing this Agreement on behalf of Assignor has likewise been duly authorized and that this Agreement constitutes a valid and binding obligation of Assignor.

Assignee represents and warrants that the execution and delivery of this Agreement, including the performance and observance of the terms thereof, has

## CLÁUSULAS

**PRIMERA.** El Cedente declara haber vendido, cedido y traspasado al Cesionario, todos los derechos, títulos e intereses en y relacionados con las Patentes, así como los relativos a cualquier división que se puedan obtener de dichas Patentes, incluyendo todos los derechos y el derecho de solicitar en cualquier país, a nombre del Cesionario o a nombre de sus sucesores, beneficiarios, de patente y cualquier otra protección, incluyendo cualquier patente de adición, modelo de utilidad, revalidación de patente, o patente de importación, que pueda ser obtenida en relación con las Patentes, para el uso y beneficio del Cesionario.

**SEGUNDA.** El Cedente declara que las Patentes se encuentran libres de cualquier carga o gravamen, así como que estas no cuentan con ninguna limitación o prohibición para su uso o explotación normal.

**TERCERA.** Las Partes acuerdan que el Cedente hará llegar al Cesionario todos los documentos relacionados con las Patentes y responderá por cualquier reclamo realizado por parte de terceros que esté relacionado con el uso o titularidad de las Patentes antes de haber sido cedidas.

**CUARTA.** A partir de la Fecha Efectiva el Cesionario será el responsable del registro, mantenimiento, defensa, así como de cualquier otro proceso y pago relacionado con las Patentes.

**QUINTA.** El Cedente declara y garantiza que, para la celebración del presente Contrato, incluyendo la revisión y aceptación de los términos de este, todas las autorizaciones y acciones corporativas necesarias han sido llevadas a cabo. De igual forma, el Cedente reconoce que el presente Contrato constituye una obligación válida y ejecutable, y que la persona que lo firma en su representación cuenta con todas las autorizaciones necesarias.

El Cesionario declara y garantiza que, para la celebración del presente Contrato, incluyendo la revisión y aceptación de los términos de este, todas

been duly authorized by all the necessary and appropriate corporate actions of Assignee, that the individual executing this Agreement on behalf of Assignee has likewise been duly authorized and that this Agreement constitutes a valid and binding obligation of Assignee.

**SIXTH.** The terms and provision of this Agreement shall be interpreted in accordance with, governed by, and controlled in all respects according to, the laws of Switzerland. In the event of a dispute, controversy or differences arising out or of in connection with this Agreement, the Parties hereby submit to the jurisdiction of the court in the Canton of Berne, Switzerland, consenting and waiving all objections to the jurisdiction of any such court.

**SEVENTH.** The invalidity or unforce ability of any provision of the Agreement in any jurisdiction shall not affect the rest of the Agreement in such jurisdiction. If any provision of this Agreement should be declared by a court of competent jurisdiction to be invalid or unforceable, the Parties agree to attempt in good faith to substitute such provision for a valid one which achieves to the greatest of the extent possible the economic objectives of the one invalid.

**EIGHTH.** Any written notice and/or communication between the Parties related to this Agreement shall be sent to the following addresses:

**ASSIGNOR:** Cemex Research Group AG  
Attention: Dr. Thierry Sperisen  
Address: Römerstrasse 13, 2555 Brügg Bei Biel, Switzerland.  
E-mail: [thierry.sperisen@cemex.com](mailto:thierry.sperisen@cemex.com)

**ASSIGNEE:** Cemex Innovation Holding Ltd  
Attention: Mr. Davide Zampini  
Address: General-Guisan-Strasse 6, 6300, Zug, Switzerland.  
E-mail: [davide.zampini@cemex.com](mailto:davide.zampini@cemex.com)

**NINETH.** The failure of any of the Parties to enforce at any time, or for any period of time any or all of the provisions of the Agreement shall not constitute a waiver of such provision.

las autorizaciones y acciones corporativas necesarias han sido llevadas a cabo. De igual forma, el Cesionario reconoce que el presente Contrato constituye una obligación válida y ejecutable, y que la persona que lo firma en su representación cuenta con todas las autorizaciones necesarias.

**SEXTA.** Los términos y disposiciones del presente Contrato deberán ser interpretados y regidos conforme a las leyes de Suiza. En caso de cualquier disputa, controversia o diferencia de interpretación que surja con motivo del presente Contrato, las Partes se someten expresamente a la jurisdicción de los Tribunales de Berna, Suiza, renunciando expresamente a cualquier otro tipo de fuero que pudiera corresponderles.

**SÉPTIMA.** La invalidez o inejecución de cualquiera de las disposiciones contenidas en el presente Contrato en cualquier jurisdicción, no afectará el resto del Contrato. Si cualquiera de las disposiciones contenidas en el Contrato fuera declarada nula o inejecutable por los tribunales competentes, las Partes acuerdan que sustituirán dicha disposición por una que sea válida y establezca términos económicos similares a los de aquella declarada inválida.

**OCTAVA.** Cualquier notificación y/o comunicación entre las Partes con relación al presente Contrato deberá realizarse por escrito y ser enviada a las siguientes direcciones:

**CEDENTE:** Cemex Research Group AG  
Atención: Dr. Thierry Sperisen  
Dirección: Römerstrasse 13, 2555 Brügg Bei Biel, Suiza.  
E-mail: [thierry.sperisen@cemex.com](mailto:thierry.sperisen@cemex.com)

**CESIONARIO:** Cemex Innovation Holding Ltd  
Atención: Sr. Davide Zampini  
Dirección: General-Guisan-Strasse 6, 6300, Zug, Suiza.  
E-mail: [davide.zampini@cemex.com](mailto:davide.zampini@cemex.com)

**NOVENA.** El hecho de que cualquiera de las Partes no lleve a cabo el cumplimiento, de todas o alguna de las disposiciones establecidas en el presente Contrato no constituirá una renuncia a dicha disposición.

PATENT

REEL: 055732 FRAME: 0411

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective representatives on February 28, 2020.

EN TESTIMONIO DE LO CUAL, las Partes celebran el presente Contrato a través de sus representantes correspondientes el día 28 de febrero de 2020.

**CEMEX RESEARCH GROUP AG**  
ASSIGNOR



\_\_\_\_\_  
Name: Thierry Sperisen  
Title: Managing Director

**CEMEX RESEARCH GROUP AG**  
CEDENTE



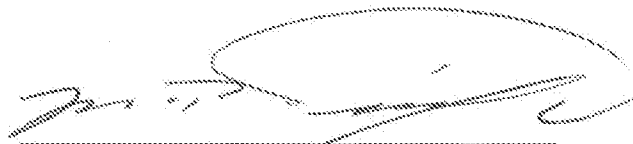
\_\_\_\_\_  
Nombre: Thierry Sperisen  
Puesto: Director General

**CEMEX INNOVATION HOLDING LTD**  
ASSIGNEE



\_\_\_\_\_  
Name: María de la Paz Fernández Uría  
Title: Legal Representative

**CEMEX INNOVATION HOLDING LTD**  
CESIONARIO



\_\_\_\_\_  
Nombre: María de la Paz Fernández Uría  
Puesto: Representante Legal

ANNEX - PATENTS			
Title	Country	Application No.	Application Date
CASTABLE MATERIAL BASED ON CEMENTITIOUS BINDER WITH SHRINKAGE RESISTANCE - 1	Colombia	PCT/IB2015/056028 - NC2018/0002439	07/08/2015
METHOD TO REDUCE BUILD-UPS, CRUSTS AND RING FORMATION IN CLINKER PRODUCTION (JSOFIRE)	Colombia	PCT/IB2016/053891	29/06/2016
APPARATUS AND METHOD FOR INJECTING WASTE TIRES THROUGH BURNER END OF A KILN	Costa Rica	PCT/IB2006/000456- 9361	03/03/2006
CASTABLE MATERIAL BASED ON CEMENTITIOUS WITH SHRINKAGE RESISTANCE - 2	Costa Rica	PCT/IB2015/056025 /2018-0000076	07/08/2015
CASTABLE MATERIAL BASED ON CEMENTITIOUS BINDER WITH SHRINKAGE RESISTANCE -1	Costa Rica	PCT/IB2015/056028	07/08/2015
CLINKER ET PROCÉDÉ DE PRÉPARATION D'UN CIMENT HYDRAULIQUE A BASSE ÉMISSION DE CO2 ET HAUTE RÉISTANCE - 2	Costa Rica	PCT/IB72011/001376	06/17/2011
CONSTRUCTION MATERIAL BASED ON ACTIVATED FLY ASH	Costa Rica	11269 (PCT/IB2007/002377)	02/12/2010
CONSTRUCTION MATERIAL BASED ON ACTIVATED FLY ASH	Czech Republic	PCT/IB2007/002377 - EP NO. 07789651.2	17/08/2007
CASTABLE MATERIAL BASED ON CEMENTITIOUS BINDER WITH SHRINKAGE RESISTANCE -1	Egypt	PCT/IB2015/056028 / 2018-224	07/08/2015
CLINKER ET PROCÉDÉ DE PRÉPARATION D'UN CIMENT HYDRAULIQUE A BASSE ÉMISSION DE CO2 ET HAUTE RÉISTANCE - 2	Egypt	PCT/IB72011/001376- 2012.2031	06/17/2011
APPARATUS AND METHOD FOR INJECTING WASTE TIRES THROUGH BURNER END OF A KILN	European Union	EP 1853850	03/03/2006
CASTABLE MATERIAL BASED ON CEMENTITIOUS BINDER WITH SHRINKAGE RESISTANCE -1	European Union	PCT/IB2015/056028 / EP15767588.5	10/08/2015
FLY ASH BENEFICIATION PROCESS BY FLASH COMBUSTION	European Union	PCT/EP2009/004936 - EP09777034.1	4-14-2010
Method to use alternative fuels with high chlorine content in clinker production.	European Union	PCT/EP2016/073498 - EP1678130.4	08/05/2019
APPAREIL POUR LA RÉCUPÉRATION DE LEAU DE LAVAGE D'UN CAMION BÉTON	France	FR1558110	01/09/2015
CHAPE ANHYDRITE	France	964734	02/10/2009
CONSTRUCTION MATERIAL BASED ON ACTIVATED FLY ASH	France	PCT/IB2007/002377 - EP NO. 07789651.2	17/08/2007
CONSTRUCTION MATERIAL BASED ON ACTIVATED FLY ASH	Germany	PCT/IB2007/002377 - EP NO. 07789651.2	10/16/2008
DEVICE FOR DETERMINING THE DIMENSION OF THE UPPER CONCRETE COVER OF A CONCRETE COMPONENT AND A REINFORCEMENT FOR A CONCRETE COMPONENT IN ADDITION TO A CONCRETE COMPONENT (CHECKER)	Germany	PCT/EP/2009/006944 - EP09736377.4	04/08/2009
ENHANCED ELECTRICITY COGENERATION IN CEMENT CLINKER PRODUCTION	Germany	PCT/IB2009/005857 - EP09757867.8	25/09/2009
FLY ASH BENEFICIATION PROCESS BY FLASH COMBUSTION	Germany	PCT/EP2009/004936 - EP09777034.1	22/09/2010
CASTABLE MATERIAL BASED ON CEMENTITIOUS BINDER WITH SHRINKAGE RESISTANCE -1	Israel	PCT/IB2015/056028	07/08/2015

ANNEX PATENTS			
Title	Country	Application No.	Application Date
APPARATUS AND METHOD FOR INJECTING WASTE TIRES THROUGH BURNER END OF A KILN	Mexico	MX/a2007/010770	09/03/2007
CASTABLE MATERIAL BASED ON CEMENTITIOUS WITH SHRINKAGE RESISTANCE - 2	Mexico	PCT/IB2015/056025 -MX/a/2018/001403	07/08/2015
CASTABLE MATERIAL BASED ON CEMENTITIOUS BINDER WITH SHRINKAGE RESISTANCE - 1	Mexico	PCT/IB2015/056028 / MX/a/2018/001409	07/08/2015
CLINKER ET PROCÉDÉ DE PRÉPARATION DUN CIMENT HYDRAULIQUE A BASSE ÉMISSION DE CO2 ET HAUTE RÉSISTANCE - 2	Mexico	PCT/IB72011/001376 -MX/a/2012/014995	06/17/2011
CONSTRUCTION MATERIAL BASED ON ACTIVATED FLY ASH	Mexico	MX/a/2010/001856	17/02/2010
DEVICE FOR DETERMINING THE DIMENSION OF THE UPPER CONCRETE COVER OF A CONCRETE COMPONENT AND A REINFORCEMENT FOR A CONCRETE COMPONENT IN ADDITION TO A CONCRETE COMPONENT (CHECKER)	Mexico	PCT/EP/2009/006944 - MX/a/2011/003326	25/09/2009
ENHANCED ELECTRICITY COGENERATION IN CEMENT CLINKER PRODUCTION	Mexico	MX/a/2010/013326	03/12/2010
FLY ASH BENEFICIATION PROCESS BY FLASH COMBUSTION	Mexico	PCT/EP2009/004936 -MX/a/2012/000467	08/07/2009
METHOD TO REDUCE BUILD-UPS, CRUSTS AND RING FORMATION IN CLINKER PRODUCTION (HSOFIRE)	Mexico	PCT/IB2016/053891	29/06/2016
CASTABLE MATERIAL BASED ON CEMENTITIOUS BINDER WITH SHRINKAGE RESISTANCE -1	Panama	PCT/IB2015/056028	07/08/2015
UNIVERSAL HYDRAULIC BINDER BASED ON FLY ASH TYPE F	Panama	87152-01	15/02/2007
CEMENT-FREE POROUS SUBSTRATE FOR PLANT GERMINATION AND GROWTH MADE OF ALKALI-ACTIVATED POZZOLANS	PCT	PCT/EP2017/078361	06/11/2017
METHOD TO DESIGN A SELF-HEALING CONCRETE ADDITIONATED WITH A PERMEABLE CONCRETE CONTAINING BIOLOGICAL MATERIALS	PCT	PCT/EP2017/076603	18/10/2017
Method to use alternative fuels with high chlorine content in clinker production.	PCT	PCT/EP2016/073498	30/09/2016
CASTABLE MATERIAL BASED ON CEMENTITIOUS BINDER WITH SHRINKAGE RESISTANCE -1	Philippines	PCT/IB2015/056028 -1-2017-502231	10/08/2015
CONSTRUCTION MATERIAL BASED ON ACTIVATED FLY ASH	Poland	PCT/IB2007/002377 EP NO. 07789651.2	17/08/2007
ENHANCED ELECTRICITY COGENERATION IN CEMENT CLINKER PRODUCTION	Poland	PCT/IB2009/005857 -EP09757867.8	25/09/2009
METHOD FOR CAPTURING CO2	Poland	PCT/EP2009/005623 - EP09777629.8	08/07/2009
UNIVERSAL HYDRAULIC BINDER BASED ON FLY ASH TYPE F	Poland	1986970	24/02/2006
FLY ASH BENEFICIATION PROCESS BY FLASH COMBUSTION	Poland	PCT/EP2009/004936 - EP09777034.1	08/07/2009
CONSTRUCTION MATERIAL BASED ON ACTIVATED FLY ASH	Spain	PCT/IB2007/002377 - EP NO. 07789651.2	17/08/2007
ENHANCED ELECTRICITY COGENERATION IN CEMENT CLINKER PRODUCTION	Spain	PCT/IB2009/005857 -EP09757867.8	06/04/2009



## ANNEX - PATENTS

Title	Country	Application No.	Application Date
FLY ASH BENEFICIATION PROCESS BY FLASH COMBUSTION	Spain	PCT/EP2009/004936 - EP09777034.1	08/07/2009
CONSTRUCTION MATERIAL BASED ON ACTIVATED FLY ASH	UK	PCT/IB2007/002377 - EP NO. 07789651.2	17/08/2007
ENHANCED ELECTRICITY COGENERATION IN CEMENT CLINKER PRODUCTION	UK	PCT/IB2009/005857 - EP09757867.8	06/04/2009
METHOD FOR CAPTURING CO2	UK	PCT/EP2009/005623 - EP09777629.8	08/07/2009
UNIVERSAL HYDRAULIC BINDER BASED ON FLY ASH TYPE F	UK	6710447.1	17-09-2013 (24/02/2006)
METHOD TO REDUCE BUILD-UPS, CRUSTS AND RING FORMATION IN CLINKER PRODUCTION (ISOFIRE)	United Arab Emirates	PCT/IB2016/053891	29/06/2016
CASTABLE MATERIAL BASED ON CEMENTITIOUS BINDER WITH SHRINKAGE RESISTANCE -1	United States	PCT/IB2015/056028	10/08/2015
CLINKER ET PROCÉDÉ DE PRÉPARATION D'UN CIMENT HYDRAULIQUE A BASSE ÉMISSION DE CO2 ET HAUTE RÉSISTANCE - 2	United States	PCT/IB72013/001376-US13/704,899	06/17/2011
CONSTRUCTION MATERIAL BASED ON ACTIVATED FLY ASH	United States	PCT/IB2007/002377 - US12/673542	15/02/2010
ENHANCED ELECTRICITY COGENERATION IN CEMENT CLINKER PRODUCTION	United States	PCT/IB2009/005857-US12/996,309	03/03/2011
FLY ASH BENEFICIATION PROCESS BY FLASH COMBUSTION	United States	PCT/EP2009/004936- US13/382,852 - 8,936,677	01/06/2012
UNIVERSAL HYDRAULIC BINDER BASED ON FLY ASH TYPE F	United States	12/280,517	22/08/2008