

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7754443

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OUTOTEC OYJ	06/26/2017
RECEIVING PARTY DATA	
Name:	OUTOTEC (FINLAND) OY
Street Address:	PUOLIKKOTIE 10
City:	ESPOO
State/Country:	FINLAND
Postal Code:	02230
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8696789
Patent Number:	9598748
CORRESPONDENCE DATA	
Fax Number:	(703)739-2815
<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>	
Email:	records@clarivate.com
Correspondent Name:	CPA GLOBAL LIMITED
Address Line 1:	LIBERATION HOUSE
Address Line 2:	CASTLE STREET
Address Line 4:	ST HELIER, JERSEY JE1 1BL
NAME OF SUBMITTER:	HELEN BIRRELL
SIGNATURE:	/IPR/JR/MetsoOutFinlaOyIPR2022089/AG2PT/
DATE SIGNED:	01/23/2023
Total Attachments: 6	
source=Outotec Oyj_Outotec (Finland) Oy_IPR Assignment Agreement_20170626 - searchable#page1.tif	
source=Outotec Oyj_Outotec (Finland) Oy_IPR Assignment Agreement_20170626 - searchable#page2.tif	
source=Outotec Oyj_Outotec (Finland) Oy_IPR Assignment Agreement_20170626 - searchable#page3.tif	
source=Outotec Oyj_Outotec (Finland) Oy_IPR Assignment Agreement_20170626 - searchable#page4.tif	
source=Outotec Oyj_Outotec (Finland) Oy_IPR Assignment Agreement_20170626 - searchable#page5.tif	
source=Outotec Oyj_Outotec (Finland) Oy_IPR Assignment Agreement_20170626 - searchable#page6.tif	



INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT is entered into on the 26th day of June, 2017 (hereinafter referred to as the "Agreement") by and between:

OUTOTEC OYJ, a Finnish company having its registered office at Rauhalanpuisto 9, 02230 Espoo, Finland (hereinafter referred to as the "Assignor");

and

OUTOTEC (FINLAND) OY, a Finnish company having its registered office at Rauhalanpuisto 9, 02230 Espoo, Finland, (hereinafter referred to as "Assignee")

(collectively, the "**Parties**")

BACKGROUND

WHEREAS, this Agreement concerns the patents and patent applications described in

- 1) the patent application PCT/FI2010/050085 and the applications and patents subsequent to application no. FI20090045 and having the same right of priority in accordance with the Paris Convention for the Protection of Industrial Property

and

- 2) patent application no. FI20110200 (patent publication no. FI123241) and subsequent patent applications and patents having the same right of priority in accordance with the Paris Convention for the Protection of Industrial Property,

and listed in Schedule 1 (hereinafter collectively referred to as "**Patents**");

WHEREAS, the Assignor owns fifty per cent (50 %) of the Patent Rights according to the Cooperation Agreement signed between Outotec Oyj and Outokumpu Oyj on January 9th, 2017, (hereinafter collectively referred to as "**Patent Rights**");

WHEREAS, the Assignee is the economic owner of certain technologies, registered patents and trademarks, service marks, trade names, logos and know-how and desires to obtain from the Assignor all its rights relating to the Patents; and

WHEREAS, the Assignor wishes to assign and transfer all its rights relating to Patents to Assignee for the consideration and upon the terms and subject to the conditions set forth in this Agreement;

NOW THEREFORE, the Parties agree as follows:

1. The Assignor hereby assigns and transfers to the Assignee the entire right, title and interest and Assignee accepts such assignment and transfer of all rights, titles and interests of Assignor in and to Patent Rights. The assignment and transfer shall become effective immediately. For clarity, such assignment of all rights in and to Patent Rights also contains (without limitation) all continuations, divisions, and reissues arising from or related to the Patents, or other grants that issue from any of the rights or applications referred to herein

Outotec

- and all rights and remedies associated therewith including the right to sue for and recover past, present and future damages.
2. On the date hereof, as instructed by the Assignee, Assignor shall execute, acknowledge and deliver to Assignee any assignments prepared by Assignee conveying the Assignor's rights, titles and interests to the Patents to Assignee. Such assignments shall be in a form or forms acceptable to both Parties. In addition Assignor shall deliver to Assignee all documents in its possession related to the prosecution, maintenance and status of the Patents.
 3. The Parties shall execute any necessary assignments and forms required by governmental agencies for the transfer of the Patent Rights.
 4. The Assignee shall pay all documentary, filing, registering and recording fees required in connection with the filing and recording of the assignments described above.
 5. It is further agreed between the Parties that the Assignee shall bear as of today all the other costs and expenses related to Patent Rights, including but not limited to maintenance, application and handling costs. The Assignee shall in addition pay all liabilities in relation to the employee inventions becoming due upon the date of this agreement and which relate to invention notices assigned according to this Agreement.
 6. The assignment and transfer of Patent Rights shall be made as a gratuitous investment to the Assignee's reserve for invested non-restricted equity. The Assignor shall have the right to transfer Patent Rights to the Assignee as contribution in kind in its entirety. The value of the Outotec's share of patent rights shall be EUR 50,000.00 based on the book value of the transferred Patent Rights as shown in the Account specifying the contribution in kind, attached hereto as Schedule 2.
 7. Assignor represents and warrants to Assignee that:
 - (i) it has the requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby;
 - (ii) Assignor is the sole and exclusive owner of Patent Rights except as stated herein and has all authority and right to transfer any and all of the said rights to Assignee;
 - (iii) All rights pertaining to prior licenses granted by Assignor to third Parties for the Patents, can be, and are hereby assigned to Assignee;
 - (iv) To the best of its knowledge there is no litigation pending which challenges or otherwise relates to Assignor's ownership or validity of any or all of the Patents.
 8. This Agreement shall be governed by and construed in accordance with the laws of the Finland. All disputes arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with Arbitration Rules of the Finnish Central Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The arbitration shall take place in Helsinki, Finland.
 9. The Parties shall treat this Agreement and its content confidential. Each Schedule to which reference is made herein and which is attached hereto shall be deemed to be incorporated in this Agreement by such reference.

Schedule 1 Patents and patent applications


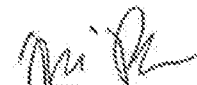
Schedule 2 Account specifying contribution in kind

[Signatures to follow on next page]

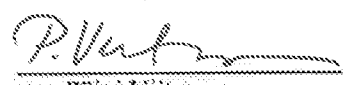
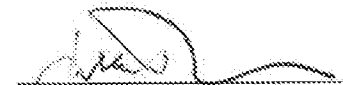
Outotec

The Assignor and the Assignee have executed this Agreement in two (2) identical copies, one for each party, on the date first written above.

OUTOTEC OYJ


p.p. Nina Kiviranta
General Counsel
p.p. Jussi Penttilä
Head of Treasury

OUTOTEC (FINLAND) OY


p.p. Päivi Viitanen
Head of Corporate Taxation
p.p. Jukka Tuominen
VP, PL Smelting

**SCHEDULE 1 TO THE INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT BETWEEN
OUTOTEC OYJ AND OUTOTEC (FINLAND) OY**

Country/Codes in English	Application date	Application number	Patent Number	Date granted
ARIPO	8.6.2012	AP/P/2013/007314	AP 3866	5.10.2016
Australia	8.6.2012	2012270290		
Austria	8.6.2012	A 9268/2012		
Azerbaijan	8.6.2012	A 2013 3018		
Bahrain	8.6.2012	161/2013		
Botswana	8.6.2012	AP/P/2013/007314	AP 3866	5.10.2016
Brazil	8.6.2012	1120130319917		
Canada	8.6.2012	2843210		
China	8.6.2012	201280029431.X		
EPC	8.6.2012	12799733.6		
Finland	13.6.2011	20110200	123241	15.1.2013
Germany	8.6.2012	112012002440		
India	8.6.2012	2300/MUMNP/2013		
Indonesia	8.6.2012	W-201305957		
Japan	8.6.2012	2014-515237		
Kazakhstan	8.6.2012	2013/1675.1	29788	18.3.2015
Mexico	8.6.2012	MX/a/2013/014524		
Norway	8.6.2012	20140016		
Oman	8.6.2012	OM/P/2013/00290		
Philippines	8.6.2012	1-2013-502558		
Russia	8.6.2012	2013154744	2600788	27.10.2016
South Africa	8.6.2012	2013/09401	2013/09401	29.4.2015
South Korea	8.6.2012	2016-7018517		
Sweden	8.6.2012	1351487-2		
Taiwan	13.6.2012	101121078		
Turkey	8.6.2012	2013/14632	TR 2013 14632 B	21.12.2015
Ukraine	8.6.2012	a 201400170		
USA	8.6.2012	14/125657		
Vietnam	8.6.2012	1-2014-00090		
Zambia	8.6.2012	AP/P/2013/007314	AP 3866	5.10.2016
Zimbabwe	8.6.2012	AP/P/2013/007314	AP 3866	5.10.2016
ARIPO	11.2.2010	AP/P/2011/005806	AP 3208	31.3.2015
Australia	11.2.2010	2010212733	2010212733	30.6.2016
Azerbaijan	11.2.2010	201190107	21212	30.4.2015
Botswana	11.2.2010	AP/P/2011/005806	AP 3208	31.3.2015
Brazil	11.2.2010	PI1008640-4		
Canada	11.2.2010	2749680		
China	11.2.2010	201410602148		
EPC	11.2.2010	10740969.0		
Eurasia	11.2.2010	201190107	21212	30.4.2015
Finland	11.2.2009	20090045		

India	11.2.2010	1440/MUMNP/2011		
Indonesia	11.2.2010	W-00201103244		
Japan	11.2.2010	2011-548733	5538433	9.5.2014
Kazakstan	11.2.2010	201190107	21212	30.4.2015
Malaysia	11.2.2010	PI 2011003727		
Philippines	11.2.2010	1-2011-501404	1-2011-501404	17.4.2015
Russia	11.2.2010	201190107	21212	30.4.2015
South Africa	11.2.2010	2011/05213	2011/05213	26.9.2012
South Korea	11.2.2010	2011-7018746	1345063	18.12.2013
Thailand	11.2.2010	1101001454		
USA	11.2.2010	13/148561	8696789	15.4.2014
USA	11.2.2010	14/136038		
Vietnam	11.2.2010	1-2011-02394	14622	29.9.2015
Zambia	11.2.2010	AP/P/2011/005806	AP 3208	31.3.2015
Zimbabwe	11.2.2010	AP/P/2011/005806	AP 3208	31.3.2015



SCHEDULE 2

ACCOUNT SPECIFYING CONTRIBUTION IN KIND

In relation to the gratuitous investment made by Outotec Oyj to its subsidiary Outotec (Finland) Oy, the following is to specify the said investment which is to be made as contribution in kind:

1. Contribution in kind

The patents and patent applications (Schedule 1 of the Agreement), will be transferred to Outotec (Finland) Oy as contribution in kind.

2. The payment to be made as contribution in kind

The said contribution shall be transferred as a gratuitous investment to the recipient company Outotec (Finland) Oy and shall be recorded in the reserve for invested non-restricted equity with the financial value according to its valuation.

3. Matters influencing the valuation of the property and the methods used in the valuation

The book value of the patents and other intellectual property rights set out in Schedule 1 of this Agreement, [REDACTED] is considered to be the fair market value of the said rights.