

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7844866

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OMNOVA SOLUTIONS INC.	02/28/2023
RECEIVING PARTY DATA	
Name:	SURTECO NORTH AMERICA, INC.
Street Address:	1175 HARRELSON BLVD
City:	MYRTLE BEACH
State/Country:	SOUTH CAROLINA
Postal Code:	29577
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9676132
CORRESPONDENCE DATA	
Fax Number:	(330)434-8888
<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:	bms@etblaw.com
Correspondent Name:	DANIEL A. THOMSON
Address Line 1:	1914 AKRON-PENINSULA ROAD
Address Line 4:	AKRON, OHIO 44313
ATTORNEY DOCKET NUMBER:	43518.50009
NAME OF SUBMITTER:	DANIEL A. THOMSON
SIGNATURE:	/Daniel A. Thomson/
DATE SIGNED:	03/14/2023
Total Attachments: 8	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “Assignment”), entered into and effective as of February 28, 2023, is made by and between (i) OMNOVA Solutions Inc., a corporation organized under the laws of the State of Ohio (“Assignor”), and (ii) Surteco North America, Inc., a corporation organized under the laws of the State of Delaware (“Assignee”).

WHEREAS, Assignor, Assignee, and for the limited purposes set forth therein, Synthomer plc, a public limited company organized under the laws of England and Wales, and Surteco Group SE, a European stock corporation (Societas Europaea) established under the laws of Germany, are parties to that certain Sale and Purchase Agreement, dated as of December 13, 2022 (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, Assignor shall contribute, assign, convey, grant, and transfer all of its right, title, and interest in, to and under certain intellectual property to Assignee, including the patents and patent applications set forth on Exhibit A attached hereto and incorporated herein by reference (the “Assigned Patents”), and Assignee shall take assignment and delivery of the Assigned Patents; and

WHEREAS, the parties desire to execute this Assignment pursuant to the terms and conditions of the Purchase Agreement, for filing with the United States Patent and Trademark Office (“USPTO”) and the equivalent entities or agencies in any applicable foreign countries.

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants stated herein, and ten U.S. dollars (\$10.00) and other consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Transfer of Assigned Patents. Assignor hereby irrevocably contributes, assigns, conveys, grants, and transfers to Assignee all of Assignor’s right, title, and interest in, to, and under the Assigned Patents, together with (i) any reissues, renewals, revisions, divisionals, substitutions, continuations, continuations-in-part, patent disclosures, extensions and reexaminations, and foreign equivalents thereof, (ii) all patents that issue from the patent applications included in the Assigned Patents, (iii) all rights therein provided by the laws of the United States or any foreign country, multinational treaties or conventions (including, without limitation, the right to claim priority to any of the Assigned Patents), (iv) all rights to apply for, prosecute and obtain patents and industrial design registrations in respect of any of the inventions to the extent fully supported by the Assigned Patents throughout the world, and (v) any and all legal actions and rights and remedies at law or in equity, whether accruing before, on, or after the date hereof, for past, current and future infringements, unfair competition, dilution, misappropriation and any other violations with respect thereto, the right to sue for, collect, recover, receive and retain all damages, profits, costs, fees, proceeds and other remedies associated therewith, the right to collect, receive and retain all income, royalties, proceeds, damages, payments now or hereafter due or payable in connection therewith, and all rights to file for and maintain registrations thereof. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the USPTO and the equivalent entities in any applicable foreign countries to record Assignee as the assignee of such registrations and applications.

2. Further Assurances. Upon the request of any party hereto, the other party hereto shall, without further consideration, execute and deliver, or cause to be executed and delivered, such other instruments of contribution, conveyance, transfer, assignment and confirmation, and shall take, or cause to be taken, such further or other actions as the other parties hereto may deem necessary or desirable to carry out the intent and purposes of this Assignment and to consummate and give effect to the transactions contemplated hereby. Assignor shall specifically take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

3. Assignment; Successors. Except as otherwise expressly provided herein, all covenants and agreements contained in this Assignment by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

4. Amendment and Modification. This Assignment or any term hereof may be changed, waived, discharged or terminated only by an agreement in writing signed by the party against which such change, waiver, discharge or termination is sought to be enforced.

5. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. For the avoidance of doubt, the representations made in Section 4.10 the Purchase Agreement apply only to the patents and applications actually disclosed in Schedule 4.10(a)(ii) to the Purchase Agreement, and do not extend to any other patent applications that may be included in Exhibit A to this Assignment.

6. Counterparts; Facsimile Signatures. This Assignment may be executed in counterparts (including using any electronic signature covered by the United States ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docuSign.com), and such counterparts may be delivered in electronic format, including by facsimile, email or other transmission method. Such delivery of counterparts shall be conclusive evidence of the intent to be bound hereby and each such counterpart, including those delivered in electronic format, and copies produced therefrom shall have the same effect as an originally signed counterpart. To the extent applicable, the foregoing constitutes the election of the parties hereto to invoke any law authorizing electronic signatures. Minor variations in the form of the signature page, including footers from earlier versions of this Assignment, shall be disregarded in determining a party's intent or the effectiveness of such signature. No party shall raise the use the delivery of signatures to this Assignment in electronic format as a defense to the formation of a contract and each such party forever waives any such defense.

7. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment and the exhibits and schedules hereto shall be governed

exclusively by and construed and enforced exclusively in accordance with the internal laws of the State of Delaware , including its statute of limitations, without regard to its conflicts of law rules, and any other laws or rules, including any borrowing statute, that would result in the application of the laws of any jurisdiction other than the State of Delaware.

[Signature Pages Follow]

* * * * *

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

OMNOVA SOLUTIONS INC.


By: 
Name: Marshall Moore
Its: President

SURTECO NORTH AMERICA, INC.

By:  D492E323A87246B...

Name: Michael Phillips

Its: CEO

By:  DocuSigned by:
40E57D763F3B4F0...

Name: Wolfgang Moyses

Its: Director

EXHIBIT A**ASSIGNED PATENTS**

Case Family Title	Patent Number	Serial No.	Filing Date	Issue Date	Details
0-010716 DURABLE- PAPER- LAMINATE					
	US 8,790,768	12/317,772	12/29/2008	07/29/2014	granted
	US 9,394,458	14/340,811	07/25/2014	07/19/2016	granted
		60/817,854	06/30/2006		expired
		60/834,244	07/28/2006		expired
		PCT/US07/014767	06/26/2007		expired
0-010792 PRE- EMBOSSSED- FILMS					
		12/668,296	07/08/2008		lapsed
	US 9,676,132	13/887,806	05/06/2013	06/13/2017	granted
	US 10,625,457	15/617,556	06/08/2017	04/21/2020	granted
		60/959,114	07/11/2007		expired
		PCT/US08/08376	07/08/2008		expired

Case Family Title	Patent Number	Serial No.	Filing Date	Issue Date	Details
		TW 97126089	07/10/2008		abandoned
0-010113 VOC-CONTAINMENT					
	US 6,849,682	10/262,544	09/30/2002	02/01/2005	granted
		10/939,244	09/10/2004		abandoned
		PCT/US03/30283	09/26/2003		expired
		AU2003267321	09/26/2003		abandoned
0-010599 VINYL-HALIDE-FILM					
	US 8,227,530	12/685,993	01/12/2010	07/24/2012	granted
		61/144,012	01/12/2009		expired
Tidal Wave					
		62/629,380	02/12/2018		expired

Case Family Title	Patent Number	Serial No.	Filing Date	Issue Date	Details
		16/967,850	08/06/2020		pending
		PCT/US19/17404	02/10/2019		expired
		EP3752669A	12/23/2020		pending
		TH2001004470A	02/10/2019		pending