

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8088851

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EVONIK FUNCTIONAL SOLUTIONS GMBH	05/31/2023
RECEIVING PARTY DATA	
Name:	EVONIK OPERATIONS GMBH
Street Address:	RELLINGHAUSER STRASSE 1-11
City:	ESSEN
State/Country:	GERMANY
Postal Code:	45128
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	17759143
Application Number:	17759116
Application Number:	17204629
Application Number:	17207862
Application Number:	17659086
Application Number:	17650436
Application Number:	17659053
CORRESPONDENCE DATA	
Fax Number:	
<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:	571-458-7790
Email:	patent@gandmpatent.com
Correspondent Name:	GRUNEBERG AND MYERS PLLC
Address Line 1:	1775 TYSONS BLVD
Address Line 2:	5TH FLOOR
Address Line 4:	TYSONS, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	004052US
NAME OF SUBMITTER:	ASHLEY CONNELLY
SIGNATURE:	/Ashley Connelly/
DATE SIGNED:	08/01/2023

Total Attachments: 12

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This **CONFIRMATORY PATENT ASSIGNMENT AGREEMENT** (this "Agreement"), is entered into by and between

Evonik Functional Solutions GmbH
Feldmühlestrasse 3
53859 Niederkassel
Germany

Seller ("Seller"),

and

Evonik Operations GmbH
Rellinghauser Strasse 1-11
45128 Essen
Germany
("Purchaser")

Purchaser

RECITALS

WHEREAS, Purchaser and Seller are parties to that certain Asset Purchase Agreement ("APA"), with legal effect as of January 1, 2023 (the "APA"), pursuant to which Seller has agreed to sell, assign and transfer to Purchaser, and has sold, assigned and transferred, and Purchaser has agreed to purchase and assume from Seller, and has accepted the assignment and transfer of, among others, certain Intellectual property and similar rights,

WHEREAS, among these intellectual property rights are the Patents identified in Appendix 1 hereto and the inventions protected thereby throughout the world (the "Assigned Patents").

WHEREAS, Purchaser has compensated Seller for the sale, assignment and transfer of the Assigned Patents under the provisions of the "APA" and no additional compensation shall be required under this Agreement,

WHEREAS, this Agreement is among the necessary or useful instruments pursuant to Section 2.1 of the „APA“;

WHEREAS, the Parties wish to confirm the sale, assignment and transfer of the Assigned Patents and if and to the extent not already effected under the „APA“, effect the sale, assignment and transfer of all remaining rights on the Assigned Patents of Seller to Purchaser, if any.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the „APA“ and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

1. **Assignment** Seller (Assignor) and Purchaser (Assignee) confirm the sale, assignment and transfer of, and Seller does hereby sell, assign and transfer to Purchaser (Assignee), and Purchaser hereby accepts, the full and exclusive right, title and interest in and to the Patents and any improvements thereon, the attached application(s) and all corresponding and/or counterpart foreign patent applications, all divisional, continuation, continuation-in-part, reissue, reexamination, extension, substitution, registration, renewal, extension, supplementary protection certificates or the like, and any additional patent applications which claim priority to the attached application(s), and all letters patent or comparable rights issuing thereon in Germany, the United States and in all foreign countries, and all applications for letters patent which may hereafter be filed for the attached application(s) and/or any improvements thereon in Germany, the United States and/or in any foreign country and all letters patent which may be granted on the attached invention(s) and/or any improvements thereon in Germany, the United States and/or in any foreign country, together with the right(s) to claim priority to the attached patent application(s) and/or any improvements thereon, and the Seller (Assignor) hereby authorizes and requests the German Patent and Trademark Office, the European Patent Office, the United States Commissioner of Patents and Trademarks and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all letters patent or comparable rights issuing on any application as aforesaid to Purchaser (Assignee), or to its successors, assigns or legal representatives.

2. **Registration, Change of Recordal: Declaration of Transfer.** Seller hereby authorizes and requests, as applicable, the German Patent and Trademark Office, the European Patent Office, the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities in the various affected jurisdictions to record Purchaser as the owner of the Patents and to issue to Purchaser, in lieu of Seller, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Patents. It is Purchaser's responsibility to apply for a change of recordal in the registers. Seller shall not unreasonably withhold, or delay, signing of any document necessary to effect a change of recordal in ownership of the Patents in the intellectual property registers. If Seller does not approve of a document prepared by Purchaser, Seller will cooperate with Purchaser to create a document acceptable to both Parties.

3. **Further Assurances.** Seller and Purchaser shall execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Agreement and to evidence and effectuate the transactions contemplated herein. Purchaser shall prepare and provide to Seller all assignments and other instruments of transfer reasonably required to transfer to Purchaser the Assigned Patents. Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 Purchaser, or any assignee or successor thereto. If Purchaser or its successor or assignee is unable, for any reason, to obtain a signature of Seller on a document necessary to perfect the transfer or assignment of the Assigned Patents, Seller hereby irrevocably appoints Purchaser as its agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of Seller to execute, verify, and file any such documents with the same legal force and effect as if executed by Seller.

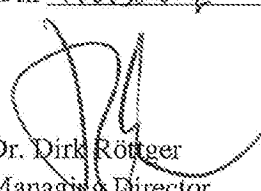
4. **General Provisions.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the „APA“. This Agreement, Appendix 1 hereto and the „APA“ constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding any other provision of this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the „APA“, the provisions of the „CA“ shall control (unless this Agreement expressly provides otherwise). This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

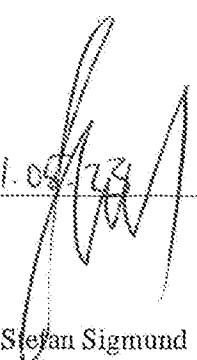
5. **Governing Law; Jurisdiction and Venue.** This Agreement and all matters arising out of or relating to this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise), shall be interpreted, construed and governed by and in accordance with Section 12 of the „APA“.

6. **Signatories; Counterparts.** This Agreement may be executed in at least three counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. If Purchaser will ask for more counterparts in order to file patents, Seller will execute more counterparts. This Agreement shall be executed by a representative and/or multiple authorized signatories of the Purchaser and Seller, respectively. The Parties shall provide for notarization of the signatures of each signatory and the Notary shall also notarize that the representatives are authorized to act on behalf of the Purchaser and Seller. Immediately upon execution of the Agreement, the Parties shall provide each other with copies of the executed Agreement.

Seller Evonik Functional Solutions GmbH

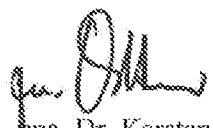
Executed in Troisdorf, Germany on 31.05.23

By: 
Dr. Dirk Rötger
Managing Director


Dr. Stefan Sigmund
Managing Director

Purchaser Evonik Operations GmbH

Executed in Hanau, on June 12, 2023

By: 
ppa. Dr. Kersten Dittmar
Authorized Officer


ppa. Dr. Oliver Wolf
Authorized Officer

APPENDIX 1

List of IP rights

Internal file number	Application number	Grant number	Filing Date	Grant date	Publication date	Publication number
2007P00115 AR	20080102274	066773	30.05.2008	26.05.2016	09.09.2009	AR066773
2007P00115 AU	2008202331	2008202331	27.05.2008	25.03.2013		
2007P00115 BR	P10801732-8	P10801732-8	02.06.2008	07.02.2017	20.01.2009	P10801732-8
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2007P00115 CN	200810098738.0	101314557	30.05.2008	18.09.2013	03.12.2008	101314557
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2007P00115 HK	09102429.8	1125094	13.03.2009	06.06.2014	31.07.2009	1125094
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2007P00115 JP	2008-144722	5339782	02.06.2008	16.08.2013		
2007P00115 KR	10-2008-50617	10-1567060	30.05.2008	02.11.2015		
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UVZ-Nr. 1118/2023 Beglaubigung

File No. 1118/2023

Hiermit beglaubige ich vorstehende vor mir vollzogene Unterschriften von

I hereby certify that the above signatures are the true signatures, subscribed in my presence, of

1. Herrn Dr. Stefan Sigmund, geboren am 06. November 1979, geschäftsansässig 53859 Niederkassel, Feldmühlenstraße 3,

1. Mr. Dr. Stefan Sigmund, born the 06th day of November 1979, business address at 53859 Niederkassel, Feldmühlenstraße 3, Germany,

ausgewiesen durch amtlichen Lichtbildausweis,

identified by identity card,

2. Herrn Dr. Dirk Röttger, geboren am 10. Juli 1966, geschäftsansässig 53859 Niederkassel, Feldmühlenstraße 3,

2. Mr. Dr. Dirk Röttger, born the 10th day of July 1966, business address at 53859 Niederkassel, Feldmühlenstraße 3, Germany,

ausgewiesen durch amtlichen Lichtbildausweis.

identified by identity card.

Auf Grund Einsicht vom heutigen Tag in das Handelsregister (HRB Nr. 27690, Amtsgericht Essen) bescheinige ich, dass:

On the basis of my inspection of the commercial Register (HRB No. 27690, local court Essen) of today I also certify that:

die „Evonik Functinal Solutions GmbH“ dort eingetragen ist (HRB 27690) und Herr Dr. Stefan Sig-

the company "Evonik Functional Solutions GmbH" is registered there (HRB No. 27690) and Mr.

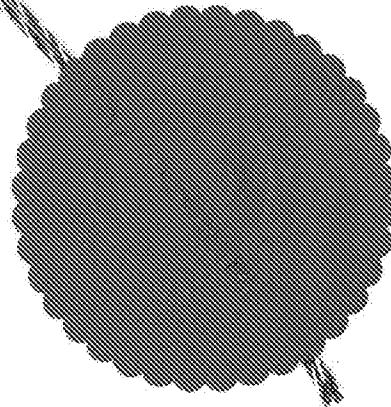
mund und Herr Dr. Dirk Röttger
beide als gesamtvertretungsbe-
rechtigte Geschäftsführer der
„Evonik Functional Solutions
GmbH“ eingetragen sind.

Dr. Stefan Sigmund and Mr. Dr.
Dirk Röttger are both registered
there as directors
("Geschäftsführer") with the right
of joint representation of "Evonik
Functional Solutions GmbH".

Troisdorf, den 31. Mai 2023

Troisdorf, the 31st day of May
2023


Dr. Christoph Huhn
Notary public of Troisdorf/Germany



Hiermit beglaubige ich die heute vor mir geleisteten Unterschriften von

1. Herrn **Dr. Kersten Dittmar**, geb. am 06.09.1972,
2. Herrn **Dr. Oliver Wolf**, geb. am 17.05.1972,
beide geschäftsansässig Rodenbacher Chaussee 4, 63457 Hanau.

Herr **Dr. Kersten Dittmar** und Herr **Dr. Oliver Wolf** handeln als gemeinsam vertretungsbe-
rechtigte Prokuristen der Firma Evonik Operations GmbH mit Sitz in Essen.

Gleichzeitig bescheinige ich aufgrund meiner heutigen Einsichtnahme in das elektronische
Handelsregister des Amtsgerichts Essen zu HRB 20227, dass Herr **Dr. Kersten Dittmar** und
Herr **Dr. Oliver Wolf** als Prokuristen berechtigt sind, die Firma Evonik Operations GmbH mit
dem Sitz in Essen gemeinsam zu vertreten.

Herr **Dr. Kersten Dittmar** und Herr **Dr. Oliver Wolf** wiesen sich aus durch Vorlage ihrer mit
Lichtbild und Unterschrift versehenen gültigen Ausweisdokumente.

Gleichzeitig halte ich fest, dass die Frage nach einer Vorbefassung i.S.d. § 3 Absatz 1 Ziffer
7 BeurkG verneint wurde.

List of documents no.: 196 / 2023 P

I herewith certify the signatures enforced in front of me of

1. Mr. **Dr. Kersten Dittmar**, born on 06.09.1972,
2. Mr. **Dr. Oliver Wolf**, born on 17.05.1972,
both resident at Rodenbacher Chaussee 4, 63457 Hanau.

Mr. **Dr. Kersten Dittmar** and Mr. **Dr. Oliver Wolf** are acting to represent the company Evo-
nik Operations GmbH with registered office at Essen as Procurist (holder of a special statuto-
ry power of representation) jointly.

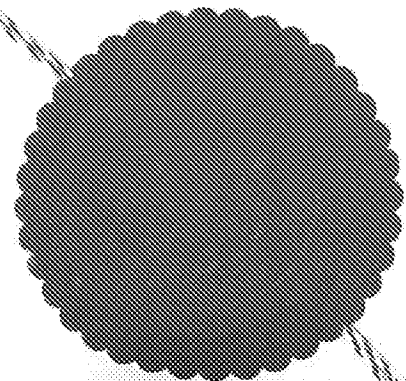
On the basis of today's inspection of the Electronic Commercial Register by the local court
Essen under HRB 20227, I herewith confirm, that Mr. **Dr. Kersten Dittmar** and Mr. **Dr. Oli-
ver Wolf** are entitled to represent the company Evonik Operations GmbH at Essen as Pro-
curist (holder of a special statutory power of representation) jointly.

Mr. **Dr. Kersten Dittmar** and Mr. **Dr. Oliver Wolf** identified themselves by showing their val-
id identity document with photo and signature.

I do establish at the same time, that the interested parties denied the question of a prior in-
volvement according to § 3 Sec. No. 7 BeurkG.

Hanau, 12.06.2023
(Rodenbacher Chaussee 4, 63457 Hanau)

Dr. Frederik Putzo
Notar / notary



PATENT