

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI74367

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Thomas LINKE	07/12/2021
Vincent HAANAPPEL	07/12/2021
RECEIVING PARTY DATA	
Company Name:	FOSECO INTERNATIONAL LIMITED
Street Address:	1 Midland Way, Central Park, Barlborough Links
City:	Derbyshire
State/Country:	UNITED KINGDOM
Postal Code:	S43 4XA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	18577215
CORRESPONDENCE DATA	
Fax Number:	6123364728
<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:	7639138508
Email:	kaustad@merchantgould.com
Correspondent Name:	Miss. Anneliese S. Mayer
Address Line 1:	PO Box 2903
Address Line 4:	Minneapolis, MINNESOTA 55408
ATTORNEY DOCKET NUMBER:	18919.0017FPWO
NAME OF SUBMITTER:	Kevin Austad
SIGNATURE:	Kevin Austad
DATE SIGNED:	04/02/2024
Total Attachments: 10	
source=2024-03-07_189190017FPWO_ASSN#page1.tif	
source=2024-03-07_189190017FPWO_ASSN#page2.tif	
source=2024-03-07_189190017FPWO_ASSN#page3.tif	
source=2024-03-07_189190017FPWO_ASSN#page4.tif	
source=2024-03-07_189190017FPWO_ASSN#page5.tif	

source=2024-03-07_189190017FPWO_ASSN#page6.tif
source=2024-03-07_189190017FPWO_ASSN#page7.tif
source=2024-03-07_189190017FPWO_ASSN#page8.tif
source=2024-03-07_189190017FPWO_ASSN#page9.tif
source=2024-03-07_189190017FPWO_ASSN#page10.tif

ASSIGNMENT OF RIGHTS IN INVENTION

THIS AGREEMENT is made this 12th day of July 2021

BETWEEN

THOMAS LINKE of Eichhornweg 15A, 30900 Wedemark, Germany, hereinafter referred to as "TL";
and

VESUVIUS GMBH (Handelsregisternummer HRB 5324) of Gelsenkirchener Straße 10, 46325 Borken, Germany hereinafter referred to as "GMBH"; and

FOSECO INTERNATIONAL LIMITED (Company No. 468147) whose registered office is at 1 Midland Way, Central Park, Barlborough Links, Derbyshire, S43 4XA, United Kingdom and for the purpose of this Agreement trading at Coleshill Road, Fazeley, Tamworth, Staffordshire, B78 3TL, United Kingdom hereinafter referred to as "the Assignee".

WHEREAS:

- (A) During his employment by GMBH, TL hereinafter referred to as "the Assignor" developed in collaboration with one employee of Foseco Nederland NV, Netherlands (as hereinafter referred to as "VH") an Invention (as hereinafter defined).
- (B) The Assignor has offered the Invention to GMBH and GMBH has elected not to take assignment of the Invention but agreed that the Assignor should offer the Invention to GMBH's affiliated company the Assignee. The Assignee has elected to take assignment of the Invention and therefore the parties have agreed to enter into this Agreement to formalise their hitherto verbal agreements.

NOW THEREFORE in consideration of the premises and covenants hereinafter set forth the parties hereto agree as follows:-

1. DEFINITIONS

- 1.1 In this Agreement (including the Recitals) the following words and expressions shall have the following meanings:-

"the Invention"

shall mean inorganic foundry moulding composition with gilsonite for use in hot box, referred to internally as "Inorganic Binders – Grey Iron" under the NPI reference number 313, to be filed with the title "Foundry moulding composition, method for preparing a foundry moulding composition and method for preparing foundry moulds and cores" under the Foseco Invention reference number FS1932 and the Hohendorf-Kierdorf internal case number P11101EP.

"Property Rights"

all or any know-how designs drawings copyrights ideas trade secrets calculations formulae and any other form of intellectual property rights relating to the Invention which are vested in the Assignor (in whole or in part) or of which the Assignor has the free right to dispose.

"IPR Registration(s)"

shall mean any and all patents, utility models or industrial designs.

"affiliated company"

shall mean any company which at any time during the term of this Agreement directly or indirectly controls or is controlled by, or is under common control of the Assignee.

- 1.2 Reference to legislative provisions shall be construed as references to those provisions as they shall have been respectively amended or re-enacted or as their application has been modified by other provisions up to the date of this Agreement.
- 1.3 All words denoting the singular number only shall include the plural and vice versa.
- 1.4 Headings to clauses in this Agreement are included for the purpose of ease of reference only and shall not have any effect on construction and interpretation.

2. ASSIGNOR WARRANTIES

The Assignor warrants that:-

- 2.1 together with VH they are the true and first inventors of the Invention and are not aware of any lawful ground of objection to the grant of an IPR Registration in respect thereof nor have they committed any action or deed whereby the right to apply for an IPR Registration has been impugned; and
- 2.2 the Invention has been made by the Assignor in the course of his employment by GMBH; and
- 2.3 the Assignor is entitled to be named as inventor in any application for any IPR Registration in any country or territory of the world; and
- 2.4 he is entitled to make the assignments made hereunder.

3. ASSIGNMENT

- 3.1 The Assignor hereby assigns absolutely to the Assignee with effect from the date hereof all of his right title and interest in the Invention and the Property Rights including the right of the Assignee to file for IPR Registration protection in all countries.
- 3.2 The Assignor undertakes and agrees that he shall at the expense of the Assignee promptly sign confirm authenticate or otherwise execute any forms declarations papers

or other instruments which may be required by the Assignee in order to give effect to the provisions of Clause 3.1 above.

4. **IPR REGISTRATIONS**

The Assignee shall be solely responsible for the filing prosecution and maintenance of any IPR Registrations. The Assignor undertakes and agrees that he shall provide such reasonable assistance (including the furnishing of advice, data and documents) as the Assignee may reasonably request (and at the expense of the Assignee) in order to assist the Assignee in the filing prosecution and maintenance of the IPR Registrations.

5. **CONSENT**

GMBH as employer of the Assignor at the time of the development of the Invention hereby consents and agrees to the Assignment hereunder.

6 **VESUVIUS INVENTOR AWARDS PROGRAM**

In consideration of participation in the Vesuvius Inventor Awards Program ("VIAP") and payments to be made thereunder, the Assignee hereby agrees:

- 6.1 that he has read and understood the VIAP Policy (effective date 19th December 2012) which is valid as of the date of signature of this Assignment and regulates the rights and obligations relating to inventorship rewards and remuneration; and
- 6.2 to abide by the terms and conditions of the VIAP policy (effective date 19th December 2012); and
- 6.3 to be a participant in VIAP in relation to this Assignment; and
- 6.4 for the purpose of VIAP to have an inventor's Relative Contribution of 50% (with prior agreement with his co-inventor VH).

7. **WAIVER**

The Assignee hereby waives absolutely all rights and entitlement in relation to inventorship remuneration under applicable national laws in lieu of participation in and payments made under VIAP to him.


For the avoidance of doubt, the covenants in Clauses 6 and 7 of this Assignment shall override national laws where it is legally permitted to do so.

8. **GOVERNING LAW AND JURISDICTION**

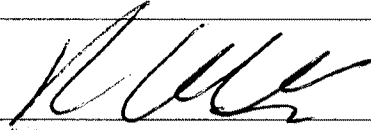
This Agreement shall be governed by and construed and interpreted in accordance with the laws of England and the parties hereby submit to the jurisdiction of the English Courts.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written.

SIGNED BY
THOMAS LINKE

Signature	
Print Name	Thomas Linke

SIGNED BY
VESUVIUS GMBH

Signature	
Print Name	Rafael Carbonell

SIGNED BY
FOSECO INTERNATIONAL LIMITED

Signature	<u>Ian Delaney</u> <small>Ian Delaney (May 10, 2022 12:10 GMT+1)</small>
Print Name	Ian Delaney





20903_FS1932 Assignment T Linke signed + Rafael Carbonell

Final Audit Report

2022-05-10

Created:	2022-05-10
By:	Jan Powell (jan.powell@vesuvius.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUxS5d7YTuwClr6mK6TbpxVekikccjpMG

"20903_FS1932 Assignment T Linke signed + Rafael Carbonell" History

-  Document created by Jan Powell (jan.powell@vesuvius.com)
2022-05-10 - 10:08:21 AM GMT
-  Document emailed to Ian Delaney (ian.delaney@vesuvius.com) for signature
2022-05-10 - 10:08:48 AM GMT
-  Email viewed by Ian Delaney (ian.delaney@vesuvius.com)
2022-05-10 - 11:08:53 AM GMT
-  Document e-signed by Ian Delaney (ian.delaney@vesuvius.com)
Signature Date: 2022-05-10 - 11:10:22 AM GMT - Time Source: server
-  Agreement completed.
2022-05-10 - 11:10:22 AM GMT

ASSIGNMENT OF RIGHTS IN INVENTION

THIS AGREEMENT is made this 12th day of July 2021

BETWEEN

VINCENT HAANAPPEL of Otterstraat 15a, 7559 AK Hengelo, The Netherlands, hereinafter referred to as "VH"; and

FOSECO NEDERLAND BV whose principal office is situated at of Binnenhavenstr. 20-49, Hengelo, The Netherlands, and for the purpose of this Agreement conducting research and development activities at Pantheon 30, 7521 PR Enschede, Netherlands hereinafter referred to as "FOSECO NL"; and

FOSECO INTERNATIONAL LIMITED (Company No. 468147) whose registered office is at 1 Midland Way, Central Park, Barlborough Links, Derbyshire, S43 4XA, United Kingdom and for the purpose of this Agreement trading at Coleshill Road, Fazeley, Tamworth, Staffordshire, B78 3TL, United Kingdom hereinafter referred to as "the Assignee".

WHEREAS:

- (A) During his employment by FOSECO NL, VH hereinafter referred to as "the Assignor" developed in collaboration with one employee of Vesuvius GmbH, Germany (as hereinafter referred to as "TL") an Invention (as hereinafter defined).
- (B) The Assignor has offered the Invention to FOSECO NL and FOSECO NL has elected not to take assignment of the Invention but agreed that the Assignor should offer the Invention to FOSECO NL's affiliated company the Assignee. The Assignee has elected to take assignment of the Invention and therefore the parties have agreed to enter into this Agreement to formalise their hitherto verbal agreements.

NOW THEREFORE in consideration of the premises and covenants hereinafter set forth the parties hereto agree as follows:-

1. DEFINITIONS

- 1.1 In this Agreement (including the Recitals) the following words and expressions shall have the following meanings:-

"the Invention"

shall mean inorganic foundry moulding composition with gilsonite for use in hot box, referred to internally as "Inorganic Binders – Grey Iron" under the NPI reference number 313, to be filed with the title "Foundry moulding composition, method for preparing a foundry moulding composition and method for preparing foundry moulds and cores" under the Foseco Invention reference number FS1932 and the Hohendorf-Kierdorf internal case number P11101EP.

"Property Rights"	all or any know-how designs drawings copyrights ideas trade secrets calculations formulae and any other form of intellectual property rights relating to the Invention which are vested in the Assignor (in whole or in part) or of which the Assignor has the free right to dispose.
"IPR Registration(s)"	shall mean any and all patents, utility models or industrial designs.
"affiliated company"	shall mean any company which at any time during the term of this Agreement directly or indirectly controls or is controlled by, or is under common control of the Assignee.

- 1.2 Reference to legislative provisions shall be construed as references to those provisions as they shall have been respectively amended or re-enacted or as their application has been modified by other provisions up to the date of this Agreement.
- 1.3 All words denoting the singular number only shall include the plural and vice versa.
- 1.4 Headings to clauses in this Agreement are included for the purpose of ease of reference only and shall not have any effect on construction and interpretation.

2. ASSIGNOR WARRANTIES

The Assignor warrants that:-

- 2.1 together with TL they are the true and first inventors of the Invention and are not aware of any lawful ground of objection to the grant of an IPR Registration in respect thereof nor have they committed any action or deed whereby the right to apply for an IPR Registration has been impugned; and
- 2.2 the Invention has been made by the Assignor in the course of his employment by FOSECO NL; and
- 2.3 the Assignor is entitled to be named as inventor in any application for any IPR Registration in any country or territory of the world; and
- 2.4 he is entitled to make the assignments made hereunder.

3. ASSIGNMENT

- 3.1 The Assignor hereby assigns absolutely to the Assignee with effect from the date hereof all of his right title and interest in the Invention and the Property Rights including the right of the Assignee to file for IPR Registration protection in all countries.

3.2 The Assignor undertakes and agrees that he shall at the expense of the Assignee promptly sign confirm authenticate or otherwise execute any forms declarations papers or other instruments which may be required by the Assignee in order to give effect to the provisions of Clause 3.1 above.

4. **IPR REGISTRATIONS**

The Assignee shall be solely responsible for the filing prosecution and maintenance of any IPR Registrations. The Assignor undertakes and agrees that he shall provide such reasonable assistance (including the furnishing of advice, data and documents) as the Assignee may reasonably request (and at the expense of the Assignee) in order to assist the Assignee in the filing prosecution and maintenance of the IPR Registrations.

5. **CONSENT**

FOSECO NL as employer of the Assignor at the time of the development of the Invention hereby consents and agrees to the Assignment hereunder.

6 **VESUVIUS INVENTOR AWARDS PROGRAM**

In consideration of participation in the Vesuvius Inventor Awards Program ("VIAP") and payments to be made thereunder, the Assignee hereby agrees:

- 6.1 that he has read and understood the VIAP Policy (effective date 19th December 2012) which is valid as of the date of signature of this Assignment and regulates the rights and obligations relating to inventorship rewards and remuneration; and
- 6.2 to abide by the terms and conditions of the VIAP policy (effective date 19th December 2012); and
- 6.3 to be a participant in VIAP in relation to this Assignment; and
- 6.4 for the purpose of VIAP to have an inventor's Relative Contribution of 50% (with prior agreement with his co-inventor TL).

7. **WAIVER**

The Assignee hereby waives absolutely all rights and entitlement in relation to inventorship remuneration under applicable national laws in lieu of participation in and payments made under VIAP to him.

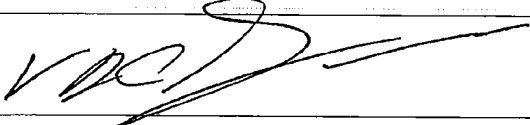
For the avoidance of doubt, the covenants in Clauses 6 and 7 of this Assignment shall override national laws where it is legally permitted to do so.

8. **GOVERNING LAW AND JURISDICTION**

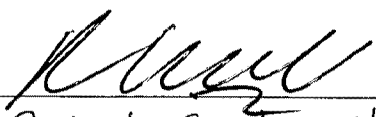
This Agreement shall be governed by and construed and interpreted in accordance with the laws of England and the parties hereby submit to the jurisdiction of the English Courts.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written.

SIGNED BY
VINCENT HAANNAPEL

Signature	 13.07.2021.
Print Name	Vincent Haanappel.

SIGNED BY
FOSECO NEDERLAND BV

Signature	
Print Name	Rajael Carbonell

SIGNED BY
FOSECO INTERNATIONAL LIMITED

Signature	<u>Ian Delaney</u> <small>Ian Delaney (May 10, 2022 12:11 GMT+1)</small>
Print Name	Ian Delaney

20904_FS1932 Assignment V Haanappel signed + Rafael Carbonell

Final Audit Report


2022-05-10

Created:	2022-05-10
By:	Jan Powell (jan.powell@vesuvius.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAunpMrGajh0evQEPhW7TywzHJWNeQDaa

"20904_FS1932 Assignment V Haanappel signed + Rafael Carbonell" History

 Document created by Jan Powell (jan.powell@vesuvius.com)

2022-05-10 - 10:09:46 AM GMT

 Document emailed to Ian Delaney (ian.delaney@vesuvius.com) for signature

2022-05-10 - 10:10:25 AM GMT

 Email viewed by Ian Delaney (ian.delaney@vesuvius.com)

2022-05-10 - 11:10:33 AM GMT

 Document e-signed by Ian Delaney (ian.delaney@vesuvius.com)

Signature Date: 2022-05-10 - 11:11:07 AM GMT - Time Source: server

 Agreement completed.

2022-05-10 - 11:11:07 AM GMT