

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI333762

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	5	
CONVEYING PARTY DATA		
Name		Execution Date
Henkel Adhesives Technologies India Pvt. Ltd.		11/06/2019
RECEIVING PARTY DATA		
Company Name:	Henkel AG & Co. KGaA	
Street Address:	Henkelstrasse 67	
City:	Duesseldorf	
State/Country:	GERMANY	
Postal Code:	40589	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	17747459	
CORRESPONDENCE DATA		
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<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>		
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ATTORNEY DOCKET NUMBER:	2019P00415 US	
NAME OF SUBMITTER:	Tricia Smith	
SIGNATURE:	Tricia Smith	
DATE SIGNED:	07/01/2024	
Total Attachments: 4		
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source=2019PF00415-20191209-Henkel_Adhesives_Technologies_India_Pvt._Ltd._Signed_Assignments_employer_-(1)#page2.tiff		
source=2019PF00415-20191209-Henkel_Adhesives_Technologies_India_Pvt._Ltd._Signed_Assignments_employer_-(1)#page1.tiff		

PATENT

INVENTION ASSIGNMENT AGREEMENT

THIS AGREEMENT with effective date of **06 Nov 2019** is made by and between (collectively the "Parties"):

Henkel Adhesives Technologies India Pvt. Ltd. a corporation organised and existing under the laws of India with its principal office at 4th Floor, B Wing, Tower-1

L&T Seawoods, Grand Central 400706 Navi Mumbai, and hereafter referred to as "**ASSIGNOR**";

And

Henkel AG & Co. KGaA, a corporation organised and existing under the laws of Germany, with its principal office at Henkelstrasse 67, 40589 Düsseldorf, and hereafter referred to as "**ASSIGNEE**".

PREAMBLE

Whereas Henkel is a company operating worldwide with leading brands and technologies in three main business areas: Laundry & Home Care, Cosmetics/Toiletries and Adhesive Technologies.

Whereas a Research and Development Services Agreement (hereafter "R&D Agreement") has been entered between Henkel Adhesives Technologies India Pvt. Ltd., ASSIGNOR, and the German parent company Henkel AG & Co. KGaA, by virtue of which results from the services conducted by ASSIGNOR under the R&D Agreement are to be owned and made available to ASIGNEE. In particular, any inventions (including designs) made by ASSIGNOR in the course of the R&D Agreement shall be transferred to ASIGNEE so that it may apply for the corresponding intellectual property rights.

Whereas a new invention concerning Solvent-free low-viscosity Anaerobic Adhesive Sealant with non-sag and high elongation characteristics (2019PF00415) (hereinafter referred to as the "Invention") filed under

Patent Application No. _____ on _____
in _____ (and the Parties hereby authorizes the attorneys authorized to prosecute said application to insert the application number and filing date in the spaces provided above, when known) has been developed under the R&D Agreement totally or partially by ASSIGNOR.

To clarify aspects related to the ownership of the Inventions, the parties agree as follows:

In accordance with the R&D Agreement entered between the parties, ASSIGNOR assigns to ASIGNEE, who accepts, the full and exclusive rights, titles and interests in, to, belonging to and arising from the whole or ASSIGNORs part of the Invention.

In particular, ASSIGNOR agrees that ASIGNEE applies for and obtains in its name intellectual property rights for the Invention without any territorial limitation. These intellectual property rights may consist of patent applications, granted patents, utility model applications, utility models, divisionals, continuations or continuations-in-part of a patent application or any other means of protecting inventions in relation to the Inventions, as well as designs and design applications. In case of a PCT/CN application, ASSIGNOR can be named as an applicant for the Seychelles.

ASIGNEE will be the owner of the resulting intellectual property rights arising from ASSIGNOR and will freely enjoy them.

ASSIGNOR warrants that it is the owner of the intellectual property rights on the Invention, of the PCT applications and the Priority application that are presently assigned to ASIGNEE. In particular, ASSIGNOR warrants that the rights on the present Invention originally belong to ASSIGNOR by virtue of employment contract(s) with the inventor(s) or have been assigned to ASSIGNOR by a written agreement.

As far as necessary, should the Invention partially or entirely encompass aesthetic aspects constituting a design (hereinafter the "Design"), ASSIGNOR assigns to ASIGNEE, who accepts, the

full and exclusive patrimonial rights belonging to and arising from the Design, from the origin of its conception and for the entire world.

In that respect, it is expressly agreed that this assignment of rights on the Design encompasses all the aspects of said Design and includes at least the assignment of the following rights:

- ✓ the right to exploit, to use and to re-use the Design, in a whole or in part, for the activities and benefit of ASIGNEE or of third parties;
- ✓ the right to modify, adapt or transform the Design, in particular to adapt it to technical constraints;
- ✓ the right to reproduce the Design in an unlimited manner by any appropriate process and on any support presently known, namely by: impression, photography, sketches and technical drawings, molding, extrusion, mechanical construction or any industrial production process, cinematographical or magnetic recordings, copies, microfilms, scanning on any medium (CD-ROM, DVD-ROM, hard disk, floppy disk, tape, magnetic disk or tape, RAM or ROM);
- ✓ the rights to license and sub-license the Design;
- ✓ the right to distribute copies and cause the distribution of the Design;
- ✓ the right to display and communicate the Design to the public by telecommunication, by electronic publication, by press information services, by downloadable and non-downloadable files, by communication with computer terminals; by sending of telegrams, messages and wire service, by electronic and non-electronic publications; or by any other media of expression now known or later developed;
- ✓ the right to reproduce the Design by any technical procedure into paper, digital, electronic or non-electronic format;
- ✓ the right to integrate and incorporate into any existing or future work;
- ✓ the right to transfer to another environment (hardware, software, computer electronic, Web, multimedia or other);
- ✓ the right to improve and prepare derivatives of the Design;
- ✓ the right to store the Design;
- ✓ the right to offer for sale, distribute, commercialize, disseminate the Design, by any means, including renting and lending, either free of charge or subject to payment;
- ✓ the right to assign the presently assigned rights, in part or as a whole, and namely to grant any third party any agreement relating to the reproduction, distribution, broadcasting, commercialising, manufacturing, in any form, on any medium and by any possible means, be it free of charge or subject to payment;
- ✓ the right to intervene against any conflicting use and/or registration of identical or other design(s) and/or products representing or containing the Design.

The present assignment of rights on the Design is made for the duration of the patrimonial rights and this in each of the respective countries.

Any financial compensation or financial aspect between ASSIGNOR and ASIGNEE in respect of the present assignment will be settled according to the obligations and undertakings contained in the above-mentioned R&D Agreement.

ASSIGNOR does not warrant the patentability of the Invention and declines any liability in this respect. ASIGNEE, respectively its successors and assigns, shall bear all the costs and risks related to obtaining intellectual property rights covering said invention.

Despite the present assignment, ASSIGNOR remains responsible for inventor compensations to be paid in respect of the Invention.

ASIGNEE is committed to respecting the moral right of the inventors to be cited as inventors or author of a Design, as the case may be, in any intellectual property rights application(s) or titles relating to the Invention and applied for by ASIGNEE, unless the inventors explicitly request in writing that – as far as possible – they shall not be cited as inventors on such intellectual property rights application(s).

ASSIGNOR undertakes to make its best efforts to assist ASIGNEE, or its successors and assigns, upon request with regard to ownership and assignment matters of intellectual property rights relating to the Invention in any country, in particular to sign any documents that may be required to certify or register an assignment of invention of the Invention, to file patent applications or to claim priority of the Invention, all without any further consideration but at no costs for ASSIGNOR.

The interpretation, validity and execution of this Agreement shall be governed in all respects by German law.

The assignment shall be effective with the signature of the present Agreement. Any dispute, which may arise between the parties concerning the interpretation or the execution of the present Agreement shall be amicably settled. Any such dispute on which no amicable settlement can be reached within a time limit of three weeks as of notification of the object of dispute by registered letter with advice of delivery, shall be subject to the exclusive jurisdiction of the German courts to which the parties hereto agree to submit.

Should any provision of this Agreement be or become invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of the Agreement as such. In such case the parties shall negotiate with the view to substitute the invalid or unenforceable provision by a provision that comes as close as possible to the original understanding or intention of the parties.

For Henkel Adhesives Technologies India Pvt. Ltd.

Name: i.V. Dr. Minna M. Alarcon

Title: Senior Patent Counsel

(signature)

Date: 08 Nov 2019

Name: i.V. Dr. Christian Stromberg

Title: Senior Patent Counsel

(signature)

Date: 08 Nov 2019

For HENKEL AG & Co. KGaA

Name: ppa. Dr. Birgit Stevermann

Title: Corporate Director Legal

(signature)

Date: 08 Nov 2019

Name: ppa. Dr. Stefan Kucken

Title: Corporate Director Legal

(signature)

Date: 08 Nov 2019

