

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI714124

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHNSON MATTHEY PUBLIC LIMITED COMPANY	12/20/2023
RECEIVING PARTY DATA	
Company Name:	EPSILON CARBON PRIVATE LTD.
Street Address:	Plot No. 46, Upadrastha House Dr. V. B. Gandhi Marg, Kala Ghoda, Fort
City:	Mumbai
State/Country:	INDIA
Postal Code:	400001
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14942237
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:	8642711592
Email:	docketing@dority-manning.com
Correspondent Name:	Matthew Sutch
Address Line 1:	75 Beattie Place
Address Line 2:	Suite 1100
Address Line 4:	Greenville, SOUTH CAROLINA 29601
ATTORNEY DOCKET NUMBER:	WRZ-73
NAME OF SUBMITTER:	Melinda McDonald
SIGNATURE:	Melinda McDonald
DATE SIGNED:	12/23/2024
Total Attachments: 18	
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Dated: 29 December 2023

JOHNSON MATTHEY PUBLIC LIMITED COMPANY

EPSILON CARBON PRIVATE LTD.

Assignment of intellectual property rights

THIS DEED is made on 29 December 2023

BETWEEN

- (1) JOHNSON MATTHEY PUBLIC LIMITED COMPANY (registered number 33774) whose registered office is at 5TH floor, 25 Farringdon Street, London, EC4A 4AB, England (the "Assignor"); and
- (2) Epsilon Carbon Private Ltd., Plot No. 46, Upadrastha House Dr. V. B. Gandhi Marg, Kala Ghoda, Fort, Mumbai 400001, India (the "Assignee").

BACKGROUND

- (A) The Assignor is the owner of the Assigned Rights.
- (B) The Assignor, the Assignee, Epsilon CAM GmbH and Johnson Matthey Battery Materials GmbH have entered into an asset purchase agreement ("**APA**") in respect of the sale and transfer of the battery material business conducted by Johnson Matthey Battery Materials GmbH in Germany to Epsilon CAM GmbH on 22 September 2023 as well as of the Assigned Rights by the Assignor to the Assignee.
- (C) In the APA, the Assignor has agreed to assign to the Assignee the Assigned Rights on the terms and conditions of this Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

1.1.1 the following words and expressions have the following meanings unless the context otherwise requires:

"Assigned Rights" the Patents and all Intellectual Property Rights subsisting in and/or protecting any element of the same, including all members of patent families related to the specific Patents, including any extensions, continuations, divisions, reissues, re-examinations and corresponding applications or granted patents in any country in the world which have at least one priority date in common with the Patents

"Business Day" a day that is not a Saturday, Sunday or public or bank holiday in Frankfurt am Main, Germany

"Intellectual Property Rights" all intellectual and industrial property of any kind whatsoever including patents, rights in know-how, registered trademarks, registered designs, utility models, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions

"Patents" the patents and patent applications particulars of which are contained in **Schedule 1**

- 1.1.2 references to the background section, clauses and Schedules are to the background section and clauses of and schedules to this Agreement;
- 1.1.3 the Schedules form part of this Agreement and will have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement will include the Schedules;
- 1.1.4 the background section and all headings are for ease of reference only and will not affect the construction or interpretation of this Agreement;
- 1.1.5 unless the context otherwise requires:
- 1.1.6 references to the singular include the plural and vice versa and references to any gender include every gender;
- 1.1.7 references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.1.8 references to any legislation or legislative provision will include any subordinate legislation made under it and will be construed as references to such legislation, legislative provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.1.9 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them; and
- 1.1.10 references to "in writing" or "written" include facsimile and e-mail but not other methods of electronic messaging.

2. **ASSIGNMENT**

- 2.1 Subject to the condition precedent according to Section 158 para.1 German Civil Code (*BGB*) of the Closing Purchase Price pursuant to **Clause 11.4.3** of the APA having been credited to Seller 2's Bank Account, the Assignor hereby assigns as of 24:00 hours CET on 31 December 2023 to the Assignee and the Assignee hereby accepts all its right, title and interest in and to the Assigned Rights (without any limitation regarding time, territory and/or content) , including:
 - 2.1.1 the right to sue for past infringements and to retain any damages or other benefit obtained as a result of such action;
 - 2.1.2 the right to claim priority in relation to any of the Assigned Rights;
 - 2.1.3 the right to apply to register any of the Assigned Rights, including the right to apply for renewals and extensions;
 - 2.1.4 the rights of the Assignor to apply for, prosecute and obtain patent or similar protection throughout the world for the inventions claimed in the Patents (including any of them and/or any part of them);
 - 2.1.5 the right to out license any of the Assigned Rights;
 - 2.1.6 any and all rights to exploit these rights at the Assignee's discretion, thereby excluding any rights of the Assignor; and

2.1.7 any and all forthcoming obligation(s) to remunerate any and/or all of the inventors of the inventions claimed in the Patents (including any of them and/or any of them) to the extent required by any applicable law subject to commercially exploited by the Assignee.

For the avoidance of doubt, the transfer of the Assigned Rights under this Agreement shall also apply worldwide to all Assigned Rights in legal systems outside Germany.

2.2 In the event that the transfer of rights pursuant to this section cannot be effectively effected under mandatory applicable law, in particular with regard to copyright and Patents, the Assignor hereby grants the Assignee a comprehensive, irrevocable, exclusive, worldwide and perpetual right of use to the Assigned Rights, which applies to all known types of use without restriction.

2.3 The Assignor will make available all documents it has in its files in relation to the Assigned Rights in due course after the signing of this Agreement and provide reasonable assistance for the Assignee to obtain the rights to the Assigned Rights in accordance with this Agreement. Further, the Assignor will at the Assignee's cost:

2.3.1 execute all such documents and do all such acts and things without undue delay; and

2.3.2 use reasonable endeavours to procure that all relevant third parties execute all such documents and do all such acts and things

as the Assignee may reasonably request from time to time in order to give full effect to the provisions of this Agreement (including the rights given under it), including vesting fully in the Assignee the full right, title and interest in the Assigned Rights.

3. **CONSIDERATION**

As agreed under the APA, the aggregate consideration for the acquisition of the Assigned Rights shall amount to [REDACTED] and shall be paid in accordance with the provisions as set forth in the APA (cf. clause 11.4 of the APA).

4. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. **NO WAIVER**

A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

7. **VARIATION**

No variation to this Agreement will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.

8. **COUNTERPARTS/ DUPLICATES**

This Agreement may be executed in any number of counterparts, each of which will constitute an original, but which will together constitute one agreement.

[REDACTED]

[REDACTED]

[REDACTED]





10. **Severability**

Should any provision of this Agreement, or any provision incorporated into this Agreement in the future, be or become invalid or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be substituted by a suitable and equitable provision which, to the extent legally permissible, comes as close as possible to the intent and purpose of the invalid or unenforceable provision. The same shall apply (i) if the parties have, unintentionally, failed to address a certain matter in this Agreement (*Regelungslücke*); in this case a suitable and equitable provision shall be deemed to have been agreed upon which comes as close as possible to what the parties, in the light of the intent and purpose of this Agreement, would have agreed upon if they had considered the matter; or (ii) if any provision of this Agreement is invalid because of the scope of any time period or performance stipulated herein; in this case a legally permissible time period or performance shall be deemed to have been agreed which comes as close as possible to the stipulated time period or performance.

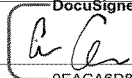
This Agreement is executed on the date stated at the beginning of this document.

Johnson Matthey plc

20 December 2023

Date: _____

By: _____

DocuSigned by:

0EACA6D8EEF44C7...

Liam Condon

Name: _____

Epsilon Carbon Private Ltd.

Date: _____

By: _____

Name: _____

This Agreement is executed on the date stated at the beginning of this document.

Johnson Matthey plc

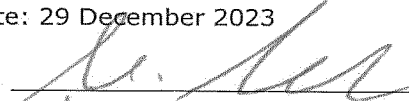
Date: 29 December 2023

By: _____

Name: _____

Epsilon Carbon Private Ltd.

Date: 29 December 2023

By:  _____

Name: Monk Royle

SCHEDULE 1

The Patents

Patent Ref.	Country	Status	Filed Date	Application No.	Publication No.	Patent No.
P44042US02	United States of America	Granted	2011-01-28	13/693908	US2013/0095390	9,269,950
P44042CA01	Canada	Granted	2011-01-28	2817058	WO2011/091525	2,817,058
P44039US02	United States of America	Granted	2007-12-07	14/567220	US2015/0158728	10,329,154
P44039GB01	United Kingdom	Granted	2007-12-07	07855518.2		2095451
P44039FR01	France	Granted	2007-12-07	07855518.2		2095451
P44039DE01	Germany	Granted	2007-12-07	07855518.2		60 2007 053 893.9
P44039BE01	Belgium	Granted	2007-12-07	07855518.2		2095451
P44038KR00	Korea, Republic of (KR)	Granted	2007-10-30	10-2009-7011152	10-2009-0087456	1014724100000
P44038JP02	Japan	Granted	2007-10-30	2014-109484	2014-239036	6325344
P44038GB01	United Kingdom	Granted	2007-10-30	11177387.5		2387090
P44038GB00	United Kingdom	Granted	2007-10-30	07870235.4	2089316	2089316
P44038FR01	France	Granted	2007-10-30	11177387.5		2387090
P44038DE01	Germany	Granted	2007-10-30	11177387.5		60 2007 058 210.5
P44038DE00	Germany	Granted	2007-10-30	07870235.4	2089316	602007046933.3
P44038CA01	Canada	Granted	2007-10-30	2667602	WO2008/062111	2667602
P44038BE01	Belgium	Granted	2007-10-30	11177387.5		2387090
P44035US05	United States of America	Granted	2004-12-22	13/617512	US2013/0011739	8647778
P44035US04	United States of America	Granted	2004-12-22	13/217719	US2012/0028121	8273481

Patent Ref.	Country	Status	Filed Date	Application No.	Publication No.	Patent No.
P44035US03	United States of America	Granted	2004-12-22	12/953077	US2011/0062380	8048565
P44035US02	United States of America	Granted	2004-12-22	12/418176	US2009/0189114	8133618
P44035US01	United States of America	Granted	2004-12-22	10/536431	US2006/0127767	7534408
P44035KR02	Korea, Republic of (KR)	Granted	2004-12-22	10-2013-7004751	10-2013-0048779	1501958
P44035KR00	Korea, Republic of (KR)	Granted	2004-12-22	2006-7014689	10-2007-0019972	1012806730000
P44035JPO2	Japan	Granted	2004-12-22	2010-132406	2010-202513	5501105
P44035GB01	United Kingdom	Granted	2004-12-22	04802357.6		1702373
P44035FR01	France	Granted	2004-12-22	04802357.6		1702373
P44035DE01	Germany	Granted	2004-12-22	04802357.6		60 2004 051 910.3
P44035CN00	China	Granted	2004-12-22	200480041561	1926701	1926701
P44035CA03	Canada	Granted	2004-12-22	2790806		2790806
P44035CA02	Canada	Granted	2004-12-22	2790784		2790784

Patent Ref.	Country	Status	Filed Date	Application No.	Publication No.	Patent No.
P44035CA01	Canada	Granted	2004-12-22	2550496	WO2005/062404	2550496
P44035CA00	Canada	Granted	2004-12-22	2791156		2791156
P44035BE01	Belgium	Granted	2004-12-22	04802357.6		1702373
P44033US00	United States of America	Granted	2015-05-06	15/308166	WO2015/170084	10,312,506
P44033KR00	Korea, Republic of (KR)	Application	2015-05-06	10-2016-7033871	WO2015/170084	
P44033JP00	Japan	Granted	2015-05-06	2016-565675	WO2015/170084	6646589
P44033GB01	United Kingdom	Granted	2015-05-06	15725401.2		3140254
P44033DE01	Germany	Granted	2015-05-06	15725401.2		60 2015 013 053.7
P44033BE01	Belgium	Granted	2015-05-06	15725401.2		3140254
P44032US01	United States of America	Granted	2014-05-28	16/192,436	US-2019-0097224-A1	10,749,173
P44032KR00	Korea, Republic of (KR)	Granted	2014-05-28	10-2015-7037056	10-2016-0014698	10-2190774
P44032JP00	Japan	Granted	2014-05-28	2016-517188	2016-526008	6517787
P44032CA00	Canada	Granted	2014-05-28	2914443	WO2014/194996	2,914,443
P44031KR00	Korea, Republic of (KR)	Granted	2014-03-14	10-2015-7029759	10-2015-0131326	10-2243767
P44031JP00	Japan	Granted	2014-03-14	2015-562237	2016-517383	6535286
P44031GB01	United Kingdom	Granted	2014-03-14	14712238.6		2969939
P44031DE01	Germany	Granted	2014-03-14	14712238.6		60201401816 0.0
P44031CA00	Canada	Granted	2014-03-14	2906995	WO2014/140323	2906995

Patent Ref.	Country	Status	Filed Date	Application No.	Publication No.	Patent No.
P44031BE01	<u>Belgium</u>	<u>Granted</u>	2014-03-14	14712238.6		2969939
P44030US00	<u>United States of America</u>	<u>Granted</u>	2014-03-14	14/777120	US2016/0036042	10,707,479
P44030KR00	<u>Korea, Republic of (KR)</u>	<u>Granted</u>	2014-03-14	10-2015-7029758	10-2015-0131325	10-2067640
P44030JP00	<u>Japan</u>	<u>Granted</u>	2014-03-14	2015-562240	2016-517384	6415460
P44030GB01	<u>United Kingdom</u>	<u>Granted</u>	2014-03-14	14710872.4		2969938
P44030FR01	<u>France</u>	<u>Granted</u>	2014-03-14	14710872.4		2969938
P44030DE01	<u>Germany</u>	<u>Granted</u>	2014-03-14	14710872.4		60 2014 017864.2
P44030CA00	<u>Canada</u>	<u>Granted</u>	2014-03-14	2907374	WO2014/140326	2,907,374
P44030BE01	<u>Belgium</u>	<u>Granted</u>	2014-03-14	14710872.4		2969938
P44026KR00	<u>Korea, Republic of (KR)</u>	<u>Granted</u>	2013-08-14	10-2015-7005278	10-2015-0042218	10-1751423
P44026JP00	<u>Japan</u>	<u>Granted</u>	2013-08-14	2015-526986	2015-526860	6574133
P44026GB01	<u>United Kingdom</u>	<u>Granted</u>	2013-08-14	13748340.0		2885247
P44026FR01	<u>France</u>	<u>Granted</u>	2013-08-14	13748340.0		2885247
P44026DE01	<u>Germany</u>	<u>Granted</u>	2013-08-14	13748340.0		60 2013 035082.5
P44026CN00	<u>China</u>	<u>Granted</u>	2013-08-14	201380042860.5	104603050	ZL201380042860.5
P44026CA00	<u>Canada</u>	<u>Granted</u>	2013-08-14	2877556	WO2014/027046	2,877,556
P44026BE01	<u>Belgium</u>	<u>Granted</u>	2013-08-14	13748340.0	2885247	2885247
P44022KR00	<u>Korea, Republic of (KR)</u>	<u>Granted</u>	2013-01-18	10-2014-7020048	10-2014-0123049	10-1713532
P44022GB01	<u>United Kingdom</u>	<u>Granted</u>	2013-01-18	13701034.4		2805367
P44022FR01	<u>France</u>	<u>Granted</u>	2013-01-18	13701034.4		2805367

Patent Ref.	Country	Status	Filed Date	Application No.	Publication No.	Patent No.
P44022DE01	Germany	Granted	2013-01-18	13701034.4		60 2013 047 042.1
P44022BE01	Belgium	Granted	2013-01-18	13701034.4		2805367
P44021US00	United States of America	Granted	2011-07-04	13/812637	US2013/0156683	9,550,188
P44020KR00	Korea, Republic of (KR)	Granted	2011-01-28	10-2012-7022060	10-2012-0120352	101532943
P44020JP02	Japan	Granted	2011-01-28	2016-121856		6789688
P44020JP00	Japan	Granted	2011-01-28	2012-550453	2013-518023	5992335
P44020GB01	United Kingdom	Granted	2011-01-28	11701269.0		2528862
P44020FR01	France	Granted	2011-01-28	11701269.0		2528862
P44020DE01	Germany	Granted	2011-01-28	11701269.0		2528862
P44020CN00	China	Granted	2011-01-28	201180007839.2	102947220	102947220
P44020BE01	Belgium	Granted	2011-01-28	11701269.0		2528862
P44019KR00	Korea, Republic of (KR)	Granted	2011-05-26	10-2012-7033632	10-2013-0040934	1014897120000
P44019JP00	Japan	Granted	2011-05-26	2013-511680	2013-527576	5850923
P44019GB00	United Kingdom	Granted	2011-05-26	11723034.2	2576439	2576439
P44019DE01	Germany	Granted	2011-05-26	11723034.2	2576439	502011010514.2
P44019CN00	China	Granted	2011-05-26	201180026208.5	103038162	201180026208.5
P44019BE00	Belgium	Granted	2011-05-26	11723034.2	2576439	2576439
P44016US00	United States of America	Granted	2011-01-28	13/575665	US2014/0356720	9,577,244
P44016KR02	Korea, Republic of (KR)	Granted	2011-01-28	10-2014-7028681	10-2014-0134706	10-1751421
P44016JP00	Japan	Granted	2011-01-28	2012-550457	2013-518378	6199559

Patent Ref.	Country	Status	Filed Date	Application No.	Publication No.	Patent No.
P44016GB00	United Kingdom	Granted	2011-01-28	11701274.0	2528863	2528863
P44016DE01	Germany	Granted	2011-01-28	11701274.0	2528863	502011011458.3
P44016CN01	China	Application ¹	2011-01-28	201711231684.6	CN107954407A	
P44016CA00	Canada	Granted	2011-01-28	2788038		2788038
P44016BE00	Belgium	Granted	2011-01-28	11701274.0	2528863	2528863
P44015KR00	Korea, Republic of (KR)	Granted	2011-07-26	10-2013-7003654	10-20130038377	10-1609282
P44015EP00	European Patent	Application	2011-07-26	11746508.8	2599147	
P44015CN00	China	Granted	2011-07-26	201180036392.1	103329318	ZL201180036392.1
P44010KR02	Korea, Republic of (KR)	Granted	2010-05-10	10-2014-7025320	10-2014-0121483	10-1616961
P44010JP03	Japan	Granted	2010-05-10	2015-243454	2016-035934	6301900
P44010JP00	Japan	Granted	2010-05-10	2012-510244	2012-527067	5595489
P44010GB01	United Kingdom	Granted	2010-05-10	10718594.4		2430690
P44010EP00	European Patent	Granted	2010-05-10	10718594.4	2430690	2430690
P44010DE01	Germany	Granted	2010-05-10	50 2010 016 351.4		2430690
P44010CN00	China	Granted	2010-05-10	201080020664.4	102439766	ZL201080020664.4
P44010CA00	Canada	Granted	2010-05-10	2761239	WO2010/130684	2761239
P44010BE01	Belgium	Granted	2010-05-10	10718594.4		2430690
P44009US00	United States of America	Granted	2010-10-13	13/502265	US2013/0001335	9550675
P44009KR00	Korea, Republic of (KR)	Granted	2010-10-13	10-2012-7010517	10-2012-0068948	10-1393559

¹ Rejection Decision upheld by the China National Intellectual Property Administration in a Board Decision issued on September 28, 2023.

Patent Ref.	Country	Status	Filed Date	Application No.	Publication No.	Patent No.
P44009JP00	Japan	Granted	2010-10-13	2012-533524	2013-507247	5384743
P44009GB00	United Kingdom	Granted	2009-10-15	09013035.2	2322473	2322473
P44009DE00	Germany	Granted	2009-10-15	09013035.2	2322473	602009008422.4
P44009CN00	China	Granted	2010-10-13	201080046199.1	102596801	102596801
P44009CA00	Canada	Granted	2010-10-13	2776827	WO2011/045049	2776827
P44007US02	United States of America	Granted	2009-10-07	14/193923	US2014/0175687	9085491
P44007KR00	Korea, Republic of (KR)	Granted	2009-10-07	10-2011-7009922	10-2011-0069128	10-1358000
P44007JP00	Japan	Granted	2009-10-07	2011-530412	2012-505137	5671467
P44006US02	United States of America	Granted	2009-06-03	14/242435	US2014/0209834	9187336
P44004US00	United States of America	Granted	2006-03-09	11/910666	US2009/0233096	8053075
P44004GB00	United Kingdom	Granted	2006-03-09	06707507.7	1866242	1866242
P44004DE01	Germany	Granted	2006-03-09	06707507.7	1866242	502006013698.8
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