

ASSIGNMENT AGREEMENT

PARTIES:

- (1) Thlerry Frlnault
c/o Elizabethan Way Newhey, Rochdale, GB OL16 4LE
("INVENTOR")
- (2) Sun Chemical Limited (Incorporated in United Kingdom)
Of Elizabethan Way Newhey, Rochdale, GB OL16 4LE
("EMPLOYER")
- (3) Sun Chemical Corporation (organised and existing under Delaware, USA law)
Of 35 Waterview Blvd, Parsippany, NJ 07054, USA
("ASSIGNEE")

RECITALS:

- A. The INVENTOR is the inventor or one of the inventors in respect of the inventions (the "INVENTIONS") which are briefly summarised in Part A of the Schedule and/or which is the subject of the patent applications identified in Part B of the Schedule (the "APPLICATIONS").
- B. The INVENTOR made his/her contribution to the INVENTIONS during the course of his/her normal duties as an employee of the EMPLOYER and in circumstances such that the EMPLOYER has at all relevant times been the legal and beneficial owner of all the INVENTOR's rights in the INVENTIONS.
- C. The INVENTIONS were made for the benefit of the ASSIGNEE and the EMPLOYER and the ASSIGNEE accept that the ASSIGNEE is beneficially entitled to all rights in the INVENTIONS.
- D. Accordingly the parties have agreed that all rights in the INVENTIONS shall be assigned to the ASSIGNEE on the terms contained in this Agreement.

OPERATIVE TERMS:

In consideration of the sum of \$1 (one US dollar) paid by the ASSIGNEE to each of the INVENTOR and the EMPLOYER (the receipt and sufficiency of which are hereby acknowledged) IT IS AGREED as follows:-

1. Assignment

The INVENTOR and the EMPLOYER hereby assign with full title guarantee to the ASSIGNEE absolutely and free from all liens charges licences and encumbrances and the ASSIGNEE hereby accepts from the INVENTOR and the EMPLOYER all property right title and interest anywhere in the world in and to the INVENTIONS including without limitation:

- (a) the APPLICATIONS and all patent applications and patents deriving or claiming priority from any thereof or otherwise relating to the INVENTIONS including all divisionals extensions continuations reissues registrations and supplementary protection certificates in relation to any thereof and including the right to apply for and obtain all patents and supplementary certificates relating to the INVENTIONS (together referred to as the "PATENT RIGHTS"),
- (b) the benefit of all priority rights,
- (c) the right to seek and obtain registrations in other countries,
- (d) all other intellectual property rights and knowhow including without limitation any copyrights and design rights (whether or not registrable),
- (e) the right to sue for and obtain injunctive relief damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the rights hereby transferred including all patent applications and patents relating to the INVENTIONS.

2. Covenants

The INVENTOR and the EMPLOYER covenant with the ASSIGNEE as follows:

Assignment of all rights in the invention and patent application of EPA No. 22209746.1 (filed 25th November 2022) entitled "Retortable Solvent Free Lamination Adhesives" and all applications deriving or claiming priority therefrom (Sun Chemical Corporation ref: C-1231).

- (a) that neither the INVENTOR nor the EMPLOYER has done or omitted to do any act or thing whatsoever whereby any patents or other intellectual property rights relating to the INVENTIONS might be invalidated or otherwise prejudicially affected or the due performance of this Agreement hindered or prevented,
- (b) to keep the INVENTIONS confidential and not to disclose it to any person without the prior written consent of the ASSIGNEE,
- (c) that no permission has been given to any third party to use the INVENTIONS and that there has otherwise been no assignment or grant to any third party of any rights in or under the INVENTIONS (including the PATENT RIGHTS).

3. Further Assurance

- 3.1 The INVENTOR and the EMPLOYER undertake to do all further acts and execute all further documents at the ASSIGNEE's expense as the ASSIGNEE may reasonably require to secure the vesting in the ASSIGNEE or the ASSIGNEE's successors in title or nominees of all property right title and interest intended to be assigned transferred or granted to or confirmed in the ASSIGNEE hereunder and to give the ASSIGNEE the full benefit of this Agreement including doing all acts which may be necessary or desirable in connection with:
- (a) the filing and prosecution of any patent or supplementary protection certificate application included in the PATENT RIGHTS anywhere in the world and obtaining grant in relation thereto,
 - (b) protecting and enforcing any of the PATENT RIGHTS and other intellectual property rights relating to the INVENTIONS,
 - (c) recording any of the PATENT RIGHTS and other rights in the name of the ASSIGNEE or the ASSIGNEE's successors in title or nominees as sole applicant or registered proprietor as the case may be,
 - (d) assisting in the resolution of any question concerning the INVENTIONS or the PATENT RIGHTS or other intellectual property rights.
- 3.2 The INVENTOR and the EMPLOYER hereby authorise the officers from time to time of the ASSIGNEE to do or authorise the doing of all such acts (including the signing of all such documents) on behalf of the INVENTOR and/or the EMPLOYER as the ASSIGNEE may consider appropriate for the purpose of giving effect to the provisions of clause 3.1.

4. Law

This Agreement shall be governed by and construed and take effect in accordance with the laws of England.

IN WITNESS of which the parties have executed and delivered this Agreement as a Deed in accordance with their statutes by duly authorised officers effective on the date of the last of the parties' signatures.

EXECUTED and DELIVERED as a Deed by the INVENTOR:

Name: Thierry FRINAULT

Signature: [Signature]

Date: 09/12/2022

In the presence of a Witness:

Witness signature: [Signature]

Witness name: Harvey Harpham

EXECUTED and DELIVERED as a Deed by the EMPLOYER:

Name: PETER SAUNDERS

Name:

Signature:

Signature:

Title: GLOBAL DIRECTOR - DIGITAL

Title:

Date: 09-01-2023

Date:

In the presence of a Witness:

In the presence of a Witness:

Witness signature: T. Bridges

Witness signature:

Witness name: TRACY BRIDGES

Witness name:

EXECUTED and DELIVERED as a Deed by the ASSIGNEE:

Name: David Lazar

Name:

Signature:

Signature:

Title: Patent Agent

Title:

Date: 19-Jan-2023

Date:

In the presence of a Witness:

In the presence of a Witness:

Witness signature:

Witness signature:

Witness name:

Witness name:

SCHEDULE - THE INVENTIONS/APPLICATIONS

Part A – Description of the INVENTIONS

[NB Description must be inserted if no details of a patent application appear in Part B]

Part B – The APPLICATION

<u>Country/ Convention</u>	<u>Application No.</u>	<u>Filing Date (DD.MM.YY)</u>	<u>Title</u>	<u>References</u>
EP	22209746.1	25.11.22	Retortable Solvent Free Lamination Adhesives	C-1231

ASSIGNMENT AGREEMENT

PARTIES:

- (1) Matteo Neri Mari
c/o Via Cantarana 20, 27043, San Cipriano Po, Pavia, IT
("INVENTOR")
- (2) Società Azionaria Per l'Industria Chimica Italiana (incorporated in Italy)
Of Via Cantarana 20, 27043, San Cipriano Po, Pavia, IT
("EMPLOYER")
- (3) Sun Chemical Corporation (organised and existing under Delaware, USA law)
Of 35 Waterview Blvd, Parsippany, NJ 07054, USA
("ASSIGNEE")

RECITALS:

- A. The INVENTOR is the inventor or one of the inventors in respect of the inventions (the "INVENTIONS") which are briefly summarised in Part A of the Schedule and/or which is the subject of the patent applications identified in Part B of the Schedule (the "APPLICATIONS").
- B. The INVENTOR made his/her contribution to the INVENTIONS during the course of his/her normal duties as an employee of the EMPLOYER and in circumstances such that the EMPLOYER has at all relevant times been the legal and beneficial owner of all the INVENTOR's rights in the INVENTIONS.
- C. The INVENTIONS were made for the benefit of the ASSIGNEE and the EMPLOYER and the ASSIGNEE accept that the ASSIGNEE is beneficially entitled to all rights in the INVENTIONS.
- D. Accordingly the parties have agreed that all rights in the INVENTIONS shall be assigned to the ASSIGNEE on the terms contained in this Agreement.

OPERATIVE TERMS:

In consideration of the sum of \$1 (one US dollar) paid by the ASSIGNEE to each of the INVENTOR and the EMPLOYER (the receipt and sufficiency of which are hereby acknowledged) IT IS AGREED as follows:-

1. Assignment

The INVENTOR and the EMPLOYER hereby assign with full title guarantee to the ASSIGNEE absolutely and free from all liens charges licences and encumbrances and the ASSIGNEE hereby accepts from the INVENTOR and the EMPLOYER all property right title and interest anywhere in the world in and to the INVENTIONS including without limitation:

- (a) the APPLICATIONS and all patent applications and patents deriving or claiming priority from any thereof or otherwise relating to the INVENTIONS including all divisionals extensions continuations reissues registrations and supplementary protection certificates in relation to any thereof and including the right to apply for and obtain all patents and supplementary certificates relating to the INVENTIONS (together referred to as the "PATENT RIGHTS"),
- (b) the benefit of all priority rights,
- (c) the right to seek and obtain registrations in other countries,
- (d) all other intellectual property rights and knowhow including without limitation any copyrights and design rights (whether or not registrable),
- (e) the right to sue for and obtain injunctive relief damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the rights hereby transferred including all patent applications and patents relating to the INVENTIONS.

2. Covenants

The INVENTOR and the EMPLOYER covenant with the ASSIGNEE as follows:

Assignment of all rights in the invention and patent application of EPA No. 22209746.1 (filed 25th November 2022) entitled "Retortable Solvent Free Lamination Adhesives" and all applications deriving or claiming priority therefrom (Sun Chemical Corporation ref: C-1231).



- (a) that neither the INVENTOR nor the EMPLOYER has done or omitted to do any act or thing whatsoever whereby any patents or other intellectual property rights relating to the INVENTIONS might be invalidated or otherwise prejudicially affected or the due performance of this Agreement hindered or prevented,
- (b) to keep the INVENTIONS confidential and not to disclose it to any person without the prior written consent of the ASSIGNEE,
- (c) that no permission has been given to any third party to use the INVENTIONS and that there has otherwise been no assignment or grant to any third party of any rights in or under the INVENTIONS (including the PATENT RIGHTS).

3. Further Assurance

- 3.1 The INVENTOR and the EMPLOYER undertake to do all further acts and execute all further documents at the ASSIGNEE's expense as the ASSIGNEE may reasonably require to secure the vesting in the ASSIGNEE or the ASSIGNEE's successors in title or nominees of all property right title and interest intended to be assigned transferred or granted to or confirmed in the ASSIGNEE hereunder and to give the ASSIGNEE the full benefit of this Agreement including doing all acts which may be necessary or desirable in connection with:
- (a) the filing and prosecution of any patent or supplementary protection certificate application included in the PATENT RIGHTS anywhere in the world and obtaining grant in relation thereto,
 - (b) protecting and enforcing any of the PATENT RIGHTS and other intellectual property rights relating to the INVENTIONS,
 - (c) recording any of the PATENT RIGHTS and other rights in the name of the ASSIGNEE or the ASSIGNEE's successors in title or nominees as sole applicant or registered proprietor as the case may be,
 - (d) assisting in the resolution of any question concerning the INVENTIONS or the PATENT RIGHTS or other intellectual property rights.
- 3.2 The INVENTOR and the EMPLOYER hereby authorise the officers from time to time of the ASSIGNEE to do or authorise the doing of all such acts (including the signing of all such documents) on behalf of the INVENTOR and/or the EMPLOYER as the ASSIGNEE may consider appropriate for the purpose of giving effect to the provisions of clause 3.1.

4. Law

This Agreement shall be governed by and construed and take effect in accordance with the laws of England.

IN WITNESS of which the parties have executed and delivered this Agreement as a Deed in accordance with their statutes by duly authorised officers effective on the date of the last of the parties' signatures.

EXECUTED and DELIVERED as a Deed by the INVENTOR:

Name: MATTEO NERI RARI

Signature: [Handwritten Signature]

Date: 20/01/2023

In the presence of a Witness:

Witness signature: [Handwritten Signature]

Witness name: RAFFAELLA MIGLIANACCA

Assignment of all rights in the invention and patent application of EPA No. 22209746.1 (filed 25th November 2022) entitled "Retortable Solvent Free Lamination Adhesives") and all applications deriving or claiming priority therefrom (Sun Chemical Corporation ref: C-1231)

EXECUTED and DELIVERED as a Deed by the EMPLOYER:

Name: M. Schoonerberg
Signature: 
Title: man. Director
Date: 11/1/2023

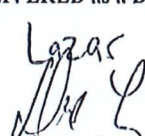
Name:
Signature:
Title:
Date:

In the presence of a Witness:

Witness signature: 
Witness name: Mariette Post-Leek

In the presence of a Witness:
Witness signature:
Witness name:

EXECUTED and DELIVERED as a Deed by the ASSIGNEE:

Name: David Lazar
Signature: 
Title: Patent Agent
Date: 19-Jan-2023

Name:
Signature:
Title:
Date:

In the presence of a Witness:

Witness signature: 
Witness name: Pao Lopez

In the presence of a Witness:
Witness signature:
Witness name:

SCHEDULE - THE INVENTIONS/APPLICATIONS

Part A – Description of the INVENTIONS

[NB Description must be inserted if no details of a patent application appear in Part B]

Part B – The APPLICATION

<u>Country/ Convention</u>	<u>Application No.</u>	<u>Filing Date</u> (DD.MM.YY)	<u>Title</u>	<u>References</u>
EP	22209746.1	25.11.22	Retortable Solvent Free Lamination Adhesives	C-1231

Assignment of all rights in the invention and patent application of EPA No. 22209746.1 (filed 25th November 2022) entitled "Retortable Solvent Free Lamination Adhesives") and all applications deriving or claiming priority therefrom (Sun Chemical Corporation ref: C-1231)



PATENT ASSIGNMENT ("ASSIGNMENT")

PARTIES:

- (1) **SUN CHEMICAL CORPORATION**, incorporated and registered in New Jersey, USA, whose registered office is at 35 Waterview Blvd., Parsippany, NJ 07054, United States of America ("**ASSIGNOR**"); and
- (2) **SUN CHEMICAL B.V.**, incorporated and registered in the Netherlands, whose registered office is at Leeuwendveldseweg 3 t, 1382 LV Weesp, The Netherlands ("**ASSIGNEE**").

BACKGROUND:

- A. The ASSIGNOR is the proprietor in respect of the International Patent Applications set out in the Schedule (the "**PATENT APPLICATIONS**").
- B. The parties have agreed that all rights in the PATENT APPLICATIONS in all relevant countries should be assigned to the ASSIGNEE.

AGREED TERMS:

1. ASSIGNMENT

- 1.1 In consideration of the sum of US\$1 (one US dollar) and other good and valuable consideration paid by the ASSIGNEE to the ASSIGNOR (the receipt and sufficiency of which are hereby acknowledged), the ASSIGNOR hereby assigns to the ASSIGNEE absolutely and the ASSIGNEE hereby accepts:

- (a) all of the ASSIGNOR's right and title to and interest in the PATENT APPLICATIONS (and any inventions claimed by or disclosed in the PATENT APPLICATIONS), including, without limitation:
 - (i) in respect of each invention claimed by or disclosed in the PATENT APPLICATIONS, the right to file patent applications, claim priority from such applications, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
 - (ii) all the rights, powers, privileges and immunities conferred on the proprietor thereof by the grant of the PATENT APPLICATIONS; and
 - (iii) the right to extend to, or register in or in respect of, any country or territory in the world each and any of the PATENT APPLICATIONS, filed as per clause 1.1(a)(i), and to extend to, or register in or in respect of, any country or territory in the world any patent or like protection granted in respect of any of such applications;
- (b) the right to bring, make, oppose or defend any appeal proceedings, claims or actions (and, where applicable, obtain relief (and to retain any damages recovered)) in respect of any infringement, or any other cause of action arising from ownership of any of the PATENT APPLICATIONS referred to above, or of the rights conferred by publication of any of the same), whether occurring/arising before, on or after the date of this ASSIGNMENT.

2. FURTHER ASSURANCE

- 2.1 The ASSIGNOR shall at the request of the ASSIGNEE at any time:
 - (a) do all acts and execute and swear all documents that are reasonably necessary or desirable to vest absolute legal and beneficial ownership of the rights, interests and other matters assigned or purported to be assigned pursuant to clause 1 of this ASSIGNMENT (the "**RIGHTS**") in the ASSIGNEE (or its nominees), to perfect the ASSIGNEE's (or its nominees') title to the RIGHTS anywhere in the world or otherwise give the ASSIGNEE the full benefit of this ASSIGNMENT (including, without limitation, doing all acts which may be necessary or desirable to record the PATENT APPLICATIONS in the name of the ASSIGNEE in all relevant jurisdictions); and

- (b) give to the ASSIGNEE (or its nominees) such reasonable assistance as the ASSIGNEE (or its nominees) may request in evidencing the ASSIGNEE's (or its nominee's) title to the RIGHTS anywhere in the world.
- 2.2 The ASSIGNOR hereby appoints the ASSIGNEE to be its attorney in its name and on its behalf to execute documents, use the ASSIGNOR's name and do all things which are necessary or desirable for the ASSIGNEE to obtain for itself (or its nominees) the full benefit of this ASSIGNMENT. This power of attorney: (a) is irrevocable and is given by way of security to secure the performance of the ASSIGNOR's obligations under this ASSIGNMENT; and (b) authorises the ASSIGNEE and the ASSIGNEE's agents to sign all such forms on behalf of the ASSIGNOR as the ASSIGNEE considers appropriate in order to record the PATENT APPLICATIONS and any other RIGHTS in the name of the ASSIGNEE.
- 2.3 This ASSIGNMENT may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

This ASSIGNMENT has been executed by authorised representatives of the parties and takes effect as of the date of last signature by the parties.

SCHEDULE

THE PATENT APPLICATIONS

PCT Application No.	PCT Publication No. (where available)	Status	References (1)	References (2)
PCT/ES2022/070670	WO2023/067226	Pending	J-1251 WO (EUI 118700/60421)	P084337WO
PCT/GB2022/053381	WO2023/118897	Pending	C-1217 WO (117780/60421)	P080557WO
PCT/GB2023/052527		Pending	C-1302 WO (EUI 118700/60421)	P086349WO
PCT/GB2023/052974		Pending	C-1288 WO (DIG 116010/60421)	P084581WO
PCT/GB2022/053276	WO2023/111593	Pending	C-1262 WO (EUI 118700/60421)	P084633WO
PCT/GB2023/050098	WO2023/139368	Pending	C-1268 WO (EUI 118700/60421)	P084668WO
PCT/GB2023/051193	WO2023/218168	Pending	C-1280 WO (DIG 116010/60421)	P084801WO
PCT/EP2023/076287		Pending	C-1293 WO (EUI 118700/60421)	P086179WO
PCT/EP2023/078775		Pending	C-1294 WO (EUI 118700/60421)	P086198WO
PCT/EP2023/083202		Pending	C-1231 WO (EUI 118700/60421)	P086348WO
PCT/GB2023/050270	WO2023148511	Pending	C-1271 WO (EUI 118700/60421)	P082694EP

EXECUTED through its authorised
representative on behalf of the ASSIGNOR,
SUN CHEMICAL CORPORATION:

Signature: _____

Name: Dave Lazar

Job Title: Senior Patent Agent

Date: 05-Feb-2024

EXECUTED through its authorised
representative on behalf of the ASSIGNEE,
SUN CHEMICAL B.V.:

Signature: _____

Name: Dave Lazar

Job Title: Senior Patent Agent

Date: 05-Feb-2024