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Form PTO-1595 (Rev. 6-93)

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FEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011(exp. 4/94)

101593681

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Aerojet-General Corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (OH), Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: OMNOVA Solutions Inc.

Internal Address:

Street Address: 175 Ghent Road

City: Fairlawn State: OH ZIP: 44333-3300

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State OH, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other: License Agreement

Execution Date: September 10, 2000, September 15, 2000 and September 20, 2000

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s):

75/913,934

B. Trademark Registration No. (s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: OMNOVA Solutions Inc.

Internal Address: Robert F. Rywalski

Street Address: 175 Ghent Road

City: Fairlawn State: OH ZIP: 44333-3300

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

07-1045

(Attach duplicate copy of this page if paying by deposit account)

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FC:481

40.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Frank C. Rote, Jr.

Name of Person Signing Registration No. 20,395

Signature

Date 12-31-2000

Total number of pages including cover sheet, attachments, and documents: 33

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002219 FRAME: 0893

LICENSE AGREEMENT

This License Agreement ("Agreement") by and among Aerojet-General Corporation, an Ohio corporation, Aerojet Fine Chemicals LLC, a Delaware limited liability company, and OMNOVA Solutions Inc., an Ohio corporation is entered into as of the effective date of the Distribution Agreement between GenCorp Inc. and OMNOVA Solutions Inc.

WHEREAS, Aerojet-General Corporation, a wholly owned subsidiary of GenCorp Inc., has developed technology relating to fluorinated oxetanes ("Technology"), including by way of example their manufacture and the manufacture of products derived therefrom, and has patented, and is patenting, portions of such Technology; and

WHEREAS, Aerojet-General Corporation is the sole member of Aerojet Fine Chemicals LLC and Aerojet Fine Chemicals LLC may have an interest in portions of the Technology; and

WHEREAS, OMNOVA Solutions Inc. desires to have the Technology commercialized; and

WHEREAS, the U.S. Government by virtue of contracts with Aerojet-General Corporation or Aerojet Fine Chemicals LLC may have rights in some or all of the Technology; and

WHEREAS, OMNOVA Solutions Inc. through its predecessor GenCorp Inc. has expended resources in attempting to develop and commercialize the Technology; and

WHEREAS, OMNOVA Solutions Inc. desires, subject to any rights and requirements of the U.S. Government, to obtain rights to the Technology to continue development and commercialization efforts of its predecessor GenCorp Inc.

NOW, THEREFORE, [REDACTED], the covenants and promises herein set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1: DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings set forth below:

- 1.1 Company: Company means individually and collectively Aerojet-General Corporation and Aerojet Fine Chemicals LLC.
- 1.2 Licensee: Licensee means OMNOVA Solutions Inc., an Ohio corporation.
- 1.3 Intellectual Property: Intellectual Property means, subject to any rights and requirements of the U.S. Government, intellectual rights of every kind, including, by way of example and not by way of limitation, Proprietary Technology, Patents and copyright protected material relating to Fluorinated Materials and which were conceived, created or developed, as evidenced by written records of Company, or acquired by Company, [REDACTED]. Intellectual Property does not include any information which is in the public domain at the time of executing this agreement or which subsequently enters the public domain without the legal fault of Licensee.
- 1.4 Fluorinated Materials: Fluorinated Material(s) means: fluorinated oxetane monomers having at least one fluorinated alkoxyethylene side chain; methods and materials for producing said fluorinated oxetane monomers; and fluorinated polymers and prepolymers derived from said fluorinated oxetane monomers, and polymers derived from prepolymers of said fluorinated oxetane monomers including

methods of producing said polymers and prepolymers and the use of said fluorinated oxetane monomers, polymers, prepolymers and products formed therefrom. Fluorinated Materials shall include all materials, including methods for producing them, covered by any Patent.

1.5 Proprietary Technology: Proprietary Technology means, subject to any rights and requirements of the U.S. Government, all information including, for example, processes, formulae, inventions (patentable or not), trade secrets, know-how, methods, applications, development tools and other proprietary rights relating to Fluorinated Materials and which were conceived, created or developed, as evidenced by written records of Company, or acquired by Company, on or before [REDACTED].

1.6 Product: Product(s) means any product which contains Fluorinated Materials, or is sold under the designation POLYFOX, or is covered by one or more claims of one or more Patents or is made by a process which is covered by one or more claims of one or more Patents. "Is Covered" includes the situation where any precursor in a chain to a product, or a process of making such precursor, is covered by one or more claims of one or more Patents even though the product or the process by which the product is made may not be covered.

1.7 Patent: Patent means any patent and patent application (including any application to be filed whether or not a patent issues) listed in Appendix A, including patents which issue based on patent applications or patent applications to be filed listed in Appendix A and any divisional, continuation, continuation-in-part, reexamination and reissue application(s) thereof and any corresponding foreign patents.

1.8 Net Sales:

- (i) Sales means the invoice price of any sale of Product(s) by or for the benefit of Licensee and any sub-licensee of Licensee less:

- (a) value added tax, sales or turnover tax, or excise taxes actually incurred and paid by Licensee or a sub-licensee of Licensee, but there shall be no double deduction;
 - (b) trade, quantity and cash discounts actually allowed and taken;
 - (c) allowances for credits given for rejected or returned Product(s); and
 - (d) freight and insurance if included in the price.
- (i) If any goods sold by Licensee or by a sub-licensee of Licensee incorporate a Product which is present as a component thereof, the Net Sales shall be based [REDACTED]
[REDACTED]
[REDACTED] for the amount of such Product incorporated in the goods.



1.9 Improvement: Improvement means any beneficial modification (whether made by Licensee or Company) from an operational, economic or performance point of view relating to Fluorinated Materials.

ARTICLE 2: GRANT

Company, subject (i) to the rights and requirements of the U.S. Government, and (ii) to the reservations set forth below, hereby grants to Licensee an exclusive, worldwide right and license with the right to sub-license pursuant to Article 19, to make and use (or have made and used) Intellectual Property to manufacture, use, import, offer to sell and sell Products in all fields other than Company's Field.

Company reserves an exclusive, worldwide right and license, with the right to further license pursuant to Article 19 to make and use (or have made and used) Intellectual Property: (a) to manufacture, use, import, offer to sell and sell Products for the performance of Government contracts except contracts relating to the supply of wallcoverings, upholstery and dry erase materials; and (b) to manufacture, use, import, offer to sell and sell Products in the fields of (i) life sciences (including fine chemicals for use in life science); (ii) automotive vehicle sealing, and (iii) aerospace and defense including aerospace and defense electronics (hereinafter the reserved areas being referred to as "Company's Field").

ARTICLE 3: PAYMENTS

- 3.1 Initial Payment: Upon execution of this Agreement, Licensee shall make an initial payment to Aerojet-General Corporation .
- 3.2 Additional Payments: Licensee shall make quarterly payments, based on Licensee's fiscal year, to Aerojet-General Corporation in the amount  based on Net Sales.
- 3.3 Time Period: Licensee shall make payments to Aerojet-General Corporation for a period which commences on the effective date of this Agreement and expires on the date all Patents licensed hereunder have expired.
- 3.4 One Royalty: Regardless of (i) the number of claims or Patents covering any unit of Product sold by Licensee, and/or (ii) whether such Product contains Fluorinated Materials and/or is sold under the designation POLYFOX, for the convenience of the parties only one royalty shall be applicable. The royalty payment shall be triggered by the sale of Product by or for the benefit of Licensee and/or for any sub-licensee of Licensee and subsequent transformation or use of that Product by a purchaser shall not trigger another royalty payment.

- 3.5 Paid Up License: Provided Licensee is not then in breach of any provision of this Agreement, Licensee shall have a fully paid up, exclusive, irrevocable license, subject to the rights and requirements of the U.S. Government, with the right to sublicense pursuant to Article 19, on the date all Patents licensed hereunder have expired.

ARTICLE 4: DURATION

Except as otherwise provided in Article 3.5 or as subsequently agreed by Company and Licensee in writing, the duration of this Agreement shall extend to the date all Patents licensed hereunder have expired.

ARTICLE 5: IMPROVEMENTS

- 5.1 Company: Subject to any rights and requirements of the U.S. Government, Company agrees to promptly disclose to Licensee any Improvements made or conceived by Company during the term of this Agreement and all Company Improvements shall become Proprietary Technology under this Agreement and, if patented or if a patent application is filed, a Patent under this Agreement.
- 5.2 Licensee: Licensee agrees to promptly disclose to Company any Improvements made or conceived by Licensee during the term of this Agreement. Company shall have a royalty-free, irrevocable, sole worldwide license, including the right to sublicense, to exploit such Licensee Improvements in conjunction with Company's exercising Company's reserved rights in the Company's Field.

ARTICLE 6: PATENTS/PATENT APPLICATIONS

- 6.1 Proprietary Technology: Company agrees to assist and shall cause its employees to reasonably assist with the preparation, filing, prosecution, procurement and

maintenance of any Patents. All assistance by Company or its employees pursuant to the terms of this Agreement (whether pursuant to this Article 6 or to Article 15, or otherwise) shall not exceed a total of [REDACTED] per year during the first year of this Agreement [REDACTED] per year after the first year of this Agreement. Any assistance by Company or its employees pursuant to the terms of this Agreement which exceeds a [REDACTED] per year during the first year of [REDACTED] per year thereafter shall be paid or reimbursed to Company by Licensee at the rate of [REDACTED] [REDACTED] within thirty (30) days after submission of an invoice by Company. Such assistance includes reasonable assistance with regard to any interferences or oppositions or similar proceedings involving any patent application and/or any interferences, oppositions, cancellations, reexaminations or reissues of any patents issuing on the patent applications. Licensee shall bear the cost of such preparation, filing, prosecution, procurement and maintenance and Licensee, after consulting with Company, shall have the right to, in good faith, control decisions with regard to such actions, provided Company is first notified in writing of such decisions, and such decisions do not unreasonably adversely impact or interfere with Company's Field, or otherwise abridge the reserved rights of Company.

- 6.2 Issued Patents/Pending Applications: Licensee shall bear the cost of prosecution, procurement and maintenance of all Patents. Licensee, after consulting with Company, shall have the right to, in good faith, control decisions with regard to the prosecution, procurement and maintenance of Patents provided Company is first notified in writing of such decisions, and such decisions do not unreasonably adversely impact or interfere with Company's Field, or otherwise abridge the reserved rights of Company. As used in Article 6, prosecution includes the filing of divisional, continuation, continuation-in-part, reexamination and reissue applications. Company agrees to provide the same reasonable assistance for Article 6.2 purposes as set forth in and subject to the limitations of Article 6.1.

6.3 Notice: From and after the date of this Agreement, when requested by Licensee, or required by the U.S. Government, Company shall provide the U.S. Government with whatever information and notice may be required, if any, with respect to the filing, prosecution and maintenance of any Patents provided Licensee has first provided all relevant information to Company in a timely manner. Licensee agrees to cooperate with Company by providing all necessary assistance, for example, providing relevant information to Company regarding any patent or patent application.

ARTICLE 7: LITIGATION

7.1 General: Company and Licensee agree to cooperate with each other in the enforcement of Patents and each party agrees to promptly advise the other party of any possible infringing conduct in areas of interest to the other.

7.2 Company's Field: Should there be a possible third party infringement in the Company's Field, Company shall have the exclusive right to determine whether, or not, to initiate and/or engage in suit against the possible infringer(s) and Licensee shall assist in any such suit(s), at the expense of Company, such assistance including by way of example, joining, if required for standing or jurisdictional purposes, as a party to the lawsuit. Company shall have the right to control such litigation, but Company shall have no right to settle any dispute in any manner which would abridge the rights of Licensee granted under this Agreement or stipulate or admit anything which would abridge the rights of Licensee granted under this Agreement. By way of example and not by way of limitation, there shall be no right of Company to stipulate or admit to the invalidity or unenforceability of any Patent. Before any action of Company is taken which could abridge the rights of Licensee hereunder, the parties agree to, in good faith, consult with a goal of adopting a mutually satisfactory position. Specifically, for example with regard to any issue of the validity or the enforceability of any Patent, if Company and Licensee cannot

otherwise agree, Licensee shall have the right, at its expense, to have the issues of validity and/or enforceability litigated provided such position is not objectively baseless. Should Licensee's position prevail in litigation and should Company receive a monetary award for damages or lost profits in the litigation, Company shall pay to Licensee a proportion of its total recovery based on the ratio of the Licensee's out-of-pocket expenses to litigate Licensee's issues to the total out-of-pocket expenses of the litigation up to a maximum payment of Licensee's out-of-pocket expenses to litigate Licensee's issues.

7.3 Possible Infringement Outside of Company's Field: Should there be a possible third party infringement outside of the Company's Field, Licensee shall have the exclusive right to determine whether, or not, to initiate and/or engage in suit against the possible infringer(s) and Company shall assist in any such suit(s), at the expense of Licensee, such assistance including by way of example, joining, if required for standing or jurisdictional purposes, as a party to the lawsuit. Licensee shall have the right to control such litigation, but Licensee shall have no right to settle any dispute in any manner which would abridge the reserved rights of Company hereunder or stipulate or admit anything which would abridge the reserved rights of Company under this Agreement. By way of example and not by way of limitation, there shall be no right of Licensee to stipulate or admit to the invalidity or unenforceability of any Patent. Before any action of Licensee is taken which could abridge the rights of Company hereunder, the parties agree to, in good faith, consult with a goal of adopting a mutually satisfactory position. Specifically, for example with regard to any issue of the validity or enforceability of any Patent, if Licensee and Company cannot otherwise agree, Company shall have the right, at its own expense, to have the issues of validity and/or enforceability litigated provided such position is not objectively baseless. Should Company's position prevail in the litigation and should Licensee receive a monetary award of damages or lost profits in the litigation, Licensee shall pay to Company a proportion of its total recovery based on the ratio of the Company's out-of-pocket expenses to litigate Company's issues to the total out-of-pocket expenses of the litigation up to a maximum payment of Company's out-of-

pocket expenses to litigate Company's issues. Should Licensee be awarded and recover damages or profits, then Company shall be entitled to its royalties under Article 3, provided, however, there shall be no double recovery by Company for royalties based on Net Sales.

ARTICLE 8: TRANSFER OF TECHNOLOGY

Company shall make reasonable efforts to complete the transfer to Licensee of the Proprietary Technology listed on attached Appendix B and in the manner therein set forth. The transfer of all Proprietary Technology shall be considered complete on January 7, 2000.

ARTICLE 9: CONFIDENTIALITY

9.1 Proprietary Technology: Licensee and Company, subject to prior contractual obligations of Company or as otherwise required by the U.S. Government and except for the filing and publication of patent applications or patents, agree to maintain Proprietary Technology in confidence by treating such Proprietary Technology in the same manner as it treats its own proprietary and confidential information of generally like kind when it desires to maintain same in confidence. Except as otherwise required by the U.S. Government, Licensee and Company shall have the right to disclose Proprietary Technology to third parties under confidentiality agreements which require the receiving party to maintain confidence for a reasonable number of years, but in no case less [REDACTED], provided, however, there shall be no obligation of confidentiality with respect to any Proprietary Technology which is in the public domain at the time this Agreement is executed or which enters the public domain through no fault of the party receiving Proprietary Technology under a confidentiality agreement, or which was known by the party receiving Proprietary Technology under a confidentiality agreement as evidenced by written records or is independently developed by the party receiving Proprietary Technology under a confidentiality agreement without benefit of the

Proprietary Technology as evidenced by written records, or which is disclosed to a party receiving Proprietary Technology under a confidentiality agreement by a third person who does not impose obligations of confidentiality on said party receiving Proprietary Technology and provided that the disclosure by such third person is not a breach of an obligation of confidentiality to Licensee or Company.

Licensee believes, without any duty to investigate, that any disclosures of Proprietary Technology made by its predecessor, GenCorp Inc., were made under conditions of confidentiality. To the extent any such disclosures of Proprietary Technology by GenCorp Inc. may have been made without conditions of confidentiality, Licensee shall nevertheless treat such information for purposes of this Article 9 as not being in the public domain.

- 9.2 Improvements By Licensee: Company agrees to maintain Improvements of Licensee in confidence by treating such Improvements in the same manner as it treats its own confidential information of generally like kind when it desires to maintain same in confidence. Company shall have the right to disclose Improvements by Licensee to third parties under confidentiality agreements which require the receiving party to maintain confidence for a reasonable number of years but in no case ~~provided~~ provided, however, there shall be no obligation of confidentiality with respect to Improvements which are in the public domain at the time this Agreement is executed or which enter the public domain through no fault of the party receiving Improvements under a confidentiality agreement, or which were known by the party receiving Improvements under a confidentiality agreement as evidenced by written records or are independently developed by the party receiving Improvements under a confidentiality agreement without benefit of the Improvements as evidenced by written records, or which is disclosed to a party receiving Improvements under a confidentiality agreement by a third person who does not impose obligations of confidentiality on said party and

provided that the disclosure by such third person is not a breach of an obligation of confidentiality to Licensee or Company.

- 9.3 Patent Applications for Improvements: Neither Licensee nor Company shall have the right to file patent applications disclosing Improvements of the other without the prior written consent of such other party or the U.S. Government, if required.
- 9.4 Notice: In the case where the contemplated confidentiality agreement is between Licensee and a third party who has a business unit, subsidiary or affiliate operating in Company's Field and in the case where the contemplated confidentiality agreement is between Company and a third party where the third party has a business unit, subsidiary or affiliate operating in the field of Licensee, Licensee and Company, prior to forwarding any written draft confidentiality agreement to a third party shall notify each other in writing of its intent to enter into such an agreement, and identify the third party, and the party receiving such notice may within four weeks from the date of receipt provide a written response to the notifying party advising the notifying party of its views of the contemplated relationship and providing any suggestions and ideas it has for protections which that party would recommend for inclusion in the contemplated written agreement. Also in the case where the contemplated confidentiality agreement is between Licensee and a third party who has a business unit, subsidiary or affiliate operating in Company's Field and in the case where the contemplated confidentiality agreement is between Company and a third party where the third party has a business unit, subsidiary or affiliate operating in the field of Licensee, the respective confidentiality agreements shall include an explicit requirement that, with regard to internal company dissemination, disclosed Proprietary Technology (and Improvements in the case of Improvements of Licensee) shall be restricted to those with a "need to know" and who are solely associated with the business unit operating in the field of Licensee (in the case of a confidentiality agreement by Licensee), or who are solely associated with the business unit operating in Company's Field (in the case of a

confidentiality agreement by Company) and that reasonable precautions must be taken to isolate the disclosed Proprietary Technology (and Improvements in the case of Improvements of Licensee) from disclosure to any business units, subsidiary or affiliate operating in the field of Licensee (in the case of an agreement by Company) or in the Company's Field (in the case of an agreement by Licensee). In the case of a breach of this confidentiality obligation, Licensee and Company shall, at Licensee's expense, cooperatively enforce the violated rights, including joining in litigation if need be, and if suit is filed, Licensee and Company shall respectively be entitled to their awarded damages.

- 9.5 Survival: The obligations of Licensee and Company with respect to confidentiality shall survive termination of this Agreement.

ARTICLE 10: REPORTING AND VERIFICATION OF NET SALES

- 10.1 Books and Records: Licensee agrees to keep proper records and books of account in accordance with good accounting practices, showing the sales and Net Sales upon which the royalty payments of Licensee and its sub-licensees are based, and all other information necessary for the accurate determination of payment to be made hereunder. Licensee agrees to deliver to Company, within [REDACTED] after the end of each quarter (based on Licensee's fiscal year), a report showing the information on which the payments herein provided are calculated (including a breakdown of sales of Product by Licensee and its sub-licensees showing the invoice price and any deductions) and to accompany each such report with the payment shown to be due thereby.

- 10.2 Audit: On reasonable written notice, Company, at its own expense, shall have the right to have an independent certified public accountant inspect and audit the books and records of Licensee during usual business hours for the sole purpose of, and only to the extent necessary for, determining the correctness of payments due under

this Agreement. Such examination with respect to any fiscal year shall not take place later than three (3) years following the expiration of such period. The expense of any such audit shall be borne by Company; provided, however, that, if the audit discloses an error in excess of ██████████ in favor of Licensee, then Licensee shall pay, in addition to the amount of any underpayment, the cost to Company of the audit. Licensee shall include substantially the same audit rights for Licensee in any sublicense it grants in order to ensure correctness of payments due hereunder. The rights of Company to audit Licensee shall survive termination of this Agreement for a period of three years.

ARTICLE 11: NO WARRANTIES/NOTICE

11.1 No Warranties: COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE INTELLECTUAL PROPERTY. Licensee acknowledges it has had the opportunity itself or through its predecessor GenCorp Inc. to review the records of Company relating to Intellectual Property. Without undertaking any duty or other obligation to investigate, Company believes (i) it collectively owns the Intellectual Property subject to the rights of the U.S. Government; (ii) that no license or covenant not to sue under any Intellectual Property has been granted to any third party other than the U.S. Government; (iii) it has the right and authority to enter into this Agreement; and (iv) it has substantially complied with all contracts with the Office of Naval Research ("ONR") under which Intellectual Property was conceived or reduced to practice by Aerojet-General Corporation.

11.2 Contracts: To the best of Company's knowledge, Appendix C contains a listing by contract number of all contracts with ONR under which Intellectual Property was conceived or reduced to practice by Aerojet-General Corporation.

11.3 Notice: Aerojet-General Corporation shall give notice of this agreement to ONR as to the granting of an exclusive license subject to the rights of the U.S. Government.

ARTICLE 12: NON-LICENSED PATENTS

If other patents relating to Fluorinated Materials issue, or have issued, based on inventions which were conceived, created or developed, as evidenced by written records of Company, or were acquired by Company, on or before [REDACTED], and are not listed on Exhibit A but are required to exercise rights arising solely by virtue of this Agreement, the parties agree to amend Exhibit A, in good faith, to add such additional patents relating to Fluorinated Materials.

ARTICLE 13: TRANSFER

This Agreement shall inure to the benefit of Licensee and Company, their successors and assigns, provided, however, except as otherwise provided in Article 19, Licensee shall not have the right to assign or otherwise transfer all or a portion of its rights and obligations hereunder without the prior written consent of Company and any such attempted transfer or assignment shall be void.

Notwithstanding the foregoing, Licensee shall have the right to assign its rights and obligations under this Agreement to a third party in connection with a sale or other transfer of all or substantially all of the assets or stock of Licensee to such third party, provided (i) Licensee is not then in breach of this Agreement, (ii) such third party confirms in writing to Company the consent of such third party to assume all obligations of Licensee to Company under this Agreement, and (iii) such third party (including any business unit, subsidiary or affiliate of such third party) does not operate in Company's Field.

ARTICLE 14: DOCUMENTATION

Company shall retain possession of all documentation now in its possession describing or pertaining to Intellectual Property and shall make such documentation reasonably available to Licensee's employees or representatives for review at reasonable times during business hours on reasonable written notice, but no less than four (4) weeks notice.

ARTICLE 15: COMPANY ASSISTANCE

At the sole expense of Licensee, Company agrees to reasonably assist and aid Licensee in any matters or disputes which may arise with the U.S. Government, or any third party as to the identification of ONR contracts under which Intellectual Property may have been conceived, made or reduced to practice; or as to determining title to any Intellectual Property, especially Patents; or, as to the rights and obligations of Company and/or the U.S. Government and/or Licensee as a result of any ONR contract under which Intellectual Property may have been conceived, made or reduced to practice by Aerojet-General Corporation. The foregoing notwithstanding, should Company become involved in any dispute, controversy or proceeding initiated by the U.S. Government which, in any way, might abridge the rights granted Licensee under this Agreement, such as, for example, a challenge as to the validity, enforceability or ownership of any Patent or Intellectual Property, Company shall promptly advise Licensee of same and the parties agree to in good faith consult with each other with a goal of adopting a mutually satisfactory position with regard to the position of the U.S. Government. If Company and Licensee cannot agree, Licensee shall have the right, at its sole expense, to assume the defense against the position of the U.S. Government and control that defense. Company shall not settle or compromise such dispute, controversy or proceeding without Licensee's consent, which shall not be unreasonably withheld as determined in good faith by Licensee.

ARTICLE 16: TERMINATION

- 16.1 Breach: In the event of a material breach or default by either party under this Agreement, prior to Licensee's obtaining a fully paid up license, the other party may give the defaulting party [REDACTED] written notice of its intention to terminate this Agreement and unless the breaching or defaulting party within said [REDACTED] period, or any mutually agreed upon extension, shall substantially remedy the default, this Agreement shall terminate. In the event either party waives a right to terminate due to breach of any provision of this Agreement by the other party, such waiver shall not be construed as a waiver of any other breaches past or present.
- 16.2 Insolvency: If, any of the parties shall be insolvent or files a petition in bankruptcy or for reorganization or shall take advantage of any insolvency act or make an assignment for the benefit of creditors (the "Bankrupt Party"), the other party may terminate this Agreement but Licensee or Company, if it is not the Bankrupt Party, shall retain its right under the Bankruptcy Laws to elect to retain its rights under this Agreement.
- 16.3 License Revocation: In the event this agreement is terminated in accordance with Article 16.1 or 16.2, the rights and licenses provided herein shall terminate and Licensee shall no longer use Intellectual Property except as otherwise provided in Article 16.2 and Company shall no longer use Licensee's Improvements except as otherwise provided in Article 16.2. Licensee shall return to Company within sixty [REDACTED] from the date of termination, to the extent practical, all Intellectual Property including all originals and copies of drawings, blueprints, photocopies, photographs, notebooks, reports, data sheets, bulletins and other written records and documentation embodying Intellectual Property. Company shall do the same with regard to Licensee's Improvements. Licensee shall [REDACTED] to exhaust its inventory of Product and shall have [REDACTED] from that time to render final

payments to Aerojet-General Corporation including any payments which may have been due and unpaid at the date of termination.

- 16.4 Confidentiality: Termination of this Agreement shall not relieve Company or Licensee of its obligations of confidentiality.

ARTICLE 17: POLYFOX TRADEMARK

- 17.1 License: As long as Licensee is validly exercising any rights granted by this Agreement, and notwithstanding the expiration of all Patents, Licensee shall have the exclusive right to use the designation POLYFOX, in whatever script or style it chooses, in conjunction with the marketing, advertising, promotion and sale of Fluorinated Materials provided all materials in relation to which the POLYFOX designation is used shall meet quality standards and specifications prepared by Licensee, with reasonable approval by Aerojet-General Corporation. Aerojet-General Corporation, upon written request, shall have the right to receive reasonable quantities of representative samples of Products sold under the designation POLYFOX for quality control purposes.

- 17.2 Remedy: Licensee agrees to bring defective product quality into compliance with the quality standards and specifications. Failure to do so within a reasonable time shall result in the revocation of rights granted Licensee under Article 17.

- 17.3 Good Will: Licensee agrees that rights from the use of the designation POLYFOX by Licensee shall inure to the benefit of Aerojet-General Corporation.

ARTICLE 18: INDEMNIFICATION

Licensee agrees to defend, indemnify and hold Company harmless against all claims, actions, liabilities, demands, damages, losses and expenses (including attorneys'

fees) based on property damage or personal injury arising out of Licensee or any sub-licensee of Licensee exercising its rights under this Agreement, including any use, sale or other disposition of Product or Fluorinated Materials by Licensee or any sub-licensee of Licensee.

ARTICLE 19: SUB-LICENSES

19.1 Intellectual Property: Licensee shall have the right to grant non-transferable sub-licenses, without the right to further sub-license, and Company shall have the right to grant non-transferable licenses, without the right to further sub-license, to Intellectual Property provided they comply with the following or any other requirement of the U.S. Government:

- (a) All sub-licenses of Licensee shall be restricted to the field of Licensee and all licenses of Company shall be restricted to Company's Field.
- (b) Licensee and Company shall each notify the other, in writing, of any potential sub-license, or license as the case may be, prior to forwarding any written draft agreement to the potential sub-licensee, or potential licensee.
- (c) The party receiving notice may, ~~within 15 days~~ from the date of receipt of notice, provide a written response to the notifying party advising that party of its views of the contemplated relationship and providing any suggestions and ideas it has for protections which that party would recommend for inclusion in the contemplated written agreement. The notifying party shall objectively and in good faith evaluate the response and incorporate such suggestions and ideas, or portions thereof, in the contemplated written agreement to the extent it, in good faith, deems reasonable and appropriate.

- (d) Each sub-license, and license, shall explicitly set forth the field to which the sub-license, or license, is restricted and that exploitation outside of such field is a breach of the agreement, allowing termination thereof.
- (e) The sub-licensee, or licensee in the case of a license by Company, shall be required to maintain the confidentiality of Proprietary Technology and Improvements disclosed to it, including an explicit requirement that, with regard to internal company dissemination, such Proprietary Technology and Improvements shall be restricted to those with a "need to know" and who are solely associated with the business unit operating in the field of the sub-license, or license in the case of a license by Company, and that the sub-licensee of Licensee, or licensee of Company, shall take reasonable precautions to isolate such Proprietary Technology and Improvements from disclosure to any business unit, subsidiary or affiliate operating in a field outside the sub-licensed field, or licensed field, as the case may be. The agreement (sub-license or license) shall explicitly make a breach of the confidentiality obligation grounds for terminating the agreement. No obligation of confidentiality shall exist, however, with respect to Proprietary Technology and Improvements which are in the public domain at the time this Agreement is executed or which enter the public domain through no legal fault of Licensee's sub-licensee, or Company's licensee in the case of a license by Company, or which were known by Licensee's sub-licensee, or Company's licensee, as evidenced by written records or are independently developed by Licensee's sub-licensee, or Company's licensee, without benefit of Proprietary Technology and Improvements as evidenced by written records, or which are disclosed to such sub-licensee, or licensee, by another person who does not impose obligations of confidentiality and provided such disclosure is not a breach of an obligation of confidentiality to Licensee or Company. Termination of the sub-license, or license, shall not release the

sub-licensee, or Licensee, of its obligations of confidentiality regarding Proprietary Technology and Improvements.

- (f) All sub-licensees shall be required to make timely royalty payments to Licensee, to keep accurate books of account and records to allow a determination of Net Sales, and to allow for audits by Licensee, as provided herein for audits by Company, including the provided punitive measures.
- (g) Licensee's sub-licensee may be contractually required to defend, indemnify and hold Licensee harmless against all claims, including claims of indemnification against Licensee, actions, liabilities, demands, damages, losses and expenses (including attorneys' fees) based on property damage or personal injury arising out of sub-licensee exercising its rights under the sub-license.
- (h) Licensee, and Company as the case may be, shall terminate each sub-license and license which has been breached for a violation of the field restriction or obligation of confidentiality.
- (i) In the case of a breach by a Licensee's sub-licensee of the field restriction or obligation of confidentiality, Licensee and Company shall, at Licensee's expense, cooperatively enforce, including join in litigation if need be, the violated rights and if suit is filed, each party shall be entitled to its awarded damages but Company shall provide reimbursement, from its recovery of awarded damages and not to exceed the amount of Company's awarded damages, to Licensee for expenses incurred by Licensee in such suit.
- (j) In the case of a breach by a Company's licensee of the field restriction or obligation of confidentiality, Licensee and Company shall, at Licensee's expense, cooperatively enforce, including join in litigation if need be, the

violated rights and if suit is filed, each party shall be entitled to its awarded damages. Should Licensee be awarded and recover damages or profits, then Company shall be entitled to its royalties under Article 3 provided, however, there shall be no double recovery by Company for royalties based on Net Sales.

19.2 Improvements of Licensee: Company shall have the right to grant non-transferable sub-licenses to Improvements of Licensee under the same conditions as specifically provided above for the licensing by Company of Intellectual Property including, for example: restriction of the sub-license to Company's Field; providing notice to Licensee and evaluating the response; explicitly set forth the licensed Field and that exploitation outside of that Field is a breach; requiring confidentiality and making a breach grounds for termination; provide for termination of the Agreement for exploitation outside of the licensed Field or for breach of the confidentiality obligations and in case of such breach or breaches, Company shall cooperatively enforce the violated rights and if suit is brought, Licensee and Company shall each be entitled to its awarded damages. The obligation of confidentiality by sub-licensee shall survive termination of the sub-license.

ARTICLE 20: SEVERABILITY

If any provision of this Agreement or the application of any such provision is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect other provisions of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform this Agreement so that it is enforceable to the maximum extent permitted by law and the parties shall abide by such court's determination. If such provision cannot be reformed, such provision shall be

deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

ARTICLE 21: APPLICABLE LAW

To the extent not controlled by Federal law, this Agreement shall be governed by the laws of the state of California and constitutes the entire agreement between the parties relating to the subject matter hereof.

ARTICLE 22: JOINT INVENTIONS RELATING TO FLUORINATED MATERIALS

22.1 Conditional License: Appendix D lists inventions relating to Fluorinated Materials, whether patentable or not, made by employees of GenCorp Inc. which inventions may also have been jointly made by employees of Company. Company and Licensee agree that with regard to inventions relating to Fluorinated Materials, patentable or not, including patents claiming such inventions which, as determined by the U.S. Patent Laws, are inventions jointly invented by employees of Company and either employees of Licensee while employed by Licensee's predecessor GenCorp Inc. or employees of Licensee (hereinafter "Inventions"): (I) Company may exploit its joint ownership rights to Inventions exclusively in Company's Field and Licensee may exploit its joint ownership rights to Inventions exclusively outside of Company's Field; and (II) Company and Licensee may grant non-transferable licenses in their respective fields but such licenses shall be without the right of the licensee to further sub-license. If any of the inventions in Appendix D are not joint inventions made by employees of Company and employees of Licensee while employed by Licensee's predecessor GenCorp Inc. or employees of Licensee, such inventions shall be treated as Improvements under this Agreement, notwithstanding anything to the contrary in this Agreement.

22.2 Patents: Licensee shall be responsible for the filing, prosecution and maintenance of patent applications and patents for Inventions relating to Fluorinated Materials.

If, however, Licensee chooses not to seek patent protection or decides to discontinue patent procurement efforts or patent maintenance for Inventions, Company shall have the option of continuing such efforts at its expense. For purposes of filing, prosecuting and maintaining patents and patent applications by and at the expense of Licensee, Company agrees to provide reasonable assistance with regard to the preparation, prosecution and maintenance of such patent applications and patents. Specifically, Company agrees to assist Licensee by providing the needed information with respect to the aspect of the Invention, or Inventions, contributed by Company's employees so as to enable a proper patent application to be prepared. Licensee agrees to provide the same reasonable assistance to Company should Company exercise the above option.

22.3 Other Joint Inventions: Should other Inventions relating to Fluorinated Materials be identified, Licensee and Company agree to treat such other Inventions identically to the manner set forth above in this Article 22.

22.4 Confidentiality: Company and Licensee agree to treat information regarding Inventions relating to Fluorinated Materials as confidential information substantially in the manner set forth in Article 9 (CONFIDENTIALITY) and shall follow substantially the same procedure set forth with regard to confidentiality agreements. This obligation of confidentiality shall survive termination of this Agreement. In the case of a breach of a confidentiality obligation, Licensee and Company shall cooperatively pursue their rights because of the confidentiality violation, including joining in litigation if need be.

22.5 License: Licensing of Inventions shall be handled as provided in Article 19.1(a)-(e) for sub-licensing by Licensee and licensing by Company. Except in the situation where the licensee is the U.S. Government, licensees of Licensee and licensees of Company shall be contractually required to defend, indemnify and hold Company and Licensee harmless against all claims, actions, liabilities, demands, damages,

losses and expenses (including attorney fees) based on property damage or personal injury arising out of licensee exercising its rights under the license.

Licensee and Company shall respectively terminate each license which has been breached for a violation of a field restriction or an obligation of confidentiality.

In the case of a breach by Licensee's licensee of a field restriction or obligation of confidentiality, Company shall have the initial right to file suit to recover its damages, and Licensee agrees to assist Company at Company's expense, including joining in the litigation if need be.

In the case of a breach by Company's licensee of a field restriction or obligation of confidentiality, Licensee shall have the initial right to file suit to recover its damages, and Company agrees to assist Licensee at Licensee's expense, including joining in the litigation if need be.

22.6 Company and Licensee acknowledge that Inventions may be subject to rights and requirements of the U.S. Government.

ARTICLE 23: NOTICES

All communications, notices, payments and reports relating to this Agreement shall be in writing and transmitted, either by first class mail postage prepaid, registered or certified, express courier or telefax and shall be effective when delivered, and if intended for Licensee, sent to:

OMNOVA Solutions Inc.
175 Ghent Road
Fairlawn, Ohio 44333
Fax: 330-869-4272
Attn.: Senior V.P. Law

and if intended for Company, sent to:

Aerojet-General Corporation
P.O. Box 13222
Sacramento, CA 95813-6000
Fax: 916-351-8665
Attn.: Vice President Law

and

Aerojet Fine Chemicals LLC
P.O. Box 1718
Rancho Cordova, CA 95741
Fax: 916-355-4936
Attn.: President

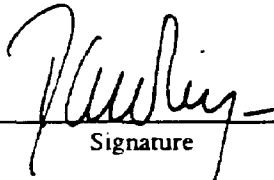
ARTICLE 24: EXPORT RESTRICTIONS

OMNOVA understands that portions of the Intellectual Property and Improvements may be subject to restrictions on export. Notwithstanding any other provision of this Agreement, AGC and OMNOVA, or any sub-licensee, shall not use or disclose any Intellectual Property or Improvements, in any manner contrary to the laws and regulations of the United States of America or any agency thereof, including but not limited to Export Administration Regulations of the U.S. Department of Commerce and the International Traffic in Arms Regulations of the U.S. Department of State. OMNOVA agrees to defend, indemnify and hold Company harmless against all claims, actions, liabilities, demands, damages, losses and expenses (including attorney fees) relating to non-compliance by OMNOVA, or its sub-licensees, with such laws and regulations provided, however, OMNOVA shall have no obligation under this sentence if non-compliance is the result of AGC not having complied with the requirements of NISPOM (National Industrial Security Program Operating Manual) and its predecessor, the Department of Defense Industrial Security Manual for Safeguarding Classified Information.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in triplicate originals by its duly authorized officers effective as of the date set forth above.

AEROJET-GENERAL CORPORATION

OMNOVA SOLUTIONS INC.

By: 
Signature

By: ^{PAR} 
Signature

Robert A. Wolfe

M. E. Hicks

Typed or Printed Name

Typed or Printed Name

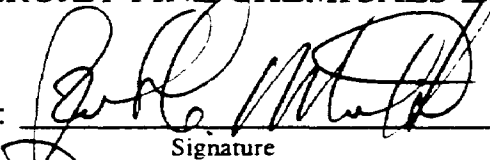
Title: President

Title: SENIOR VICE PRESIDENT

Date: September 15, 1999

Date: September 10, 1999

AEROJET FINE CHEMICALS LCC

By: 
Signature

Robert G. Mitka

Typed or Printed Name

Title: President

Date: Sept. 20, 1999

APPENDIX AUnited States Letters Patents:

<u>AGC No.</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Attorney (TT&C) Docket Number</u>
APD-91-16	5,807,977	09/15/98	4906-013800
APD 91-16/Div. E	5,668,251	09/16/97	4906-013810
APD 91-16/Div. D	5,650,483	07/22/97	4906-013820
APD 91-16/Div. B	5,703,194	12/30/97	4906-013830
APD 91-16/Div. A	5,668,250	09/16/97	4906-013850
APD 91-16/Div. F	5,654,450	08/05/97	4906-013860
APP 94-08	5,637,772	06/10/97	4906-012800
	5,674,951	10/07/97	GT-4121

Pending Applications For United States Letters Patents:

<u>AGC No.</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Attorney (TT&C) Docket Number</u>
APD 91-16/Div. C	08/477,168	06/07/95	4906-013840
APD 91-16/Div. B (Rule 60)	08/783,963	01/15/97	4906-013870

Foreign Patents:

<u>AGC No.</u>	<u>Patent No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Attorney (TT&C) Docket Number</u>
APD 91-16	2694297	France	07/07/95	4906-014000FR
APD 91-16	2269816	United Kingdom	10/30/96	4906-014000GB
APD 91-16	69639	Taiwan	05/15/95	4906-014310TW

Pending Applications For Foreign Patents:

<u>AGC No.</u>	<u>Appl. No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Attorney (TT&C) Docket Number</u>
APD 91-16	2210204	Canada	01/16/96	4906-013800CA
APD 91-16	96903699.5	Europe	01/16/96	4906-013800EP
APD 91-16	8-521881	Japan	01/16/96	4906-013800JP
APD 91-16	96/01077	PCT	01/16/96	4906-013800PC
APD 91-16	2100218	Canada	07/09/93	4906-013900CA
APD 91-16	P4323307.4	Germany	07/12/93	4906-014000DE
APD 91-16	170179/93	Japan	07/09/93	4906-014300JP

Appendix A - ContinuedApplications To Be Filed For United States Letters Patents:

1. Amorphous Polyether Glycols Based on Bis-Substituted Oxetane Monomers

2. ~~Formulated~~ 

3. ~~Compositions and Methods~~ 

APPENDIX B**Transfer of Technology****Proprietary Technology**

- Synthesis of [REDACTED] monomers and polymers including trifluoroethanol and higher fluorine containing alcohols
- Pilot Plant trial production reports
- [REDACTED] monomer and polymer laboratory procedures
- Characterization data and testing methods
- [REDACTED] polyurethane coating formulations and test data (for maximum contact angles)
- Synthesis procedures for [REDACTED] product

Manner of Delivery

- Written reports and copies of laboratory notebook pages (make available on-site at Company for Licensee to review and copy)
- Laboratory procedures including testing methods (make available on-site at Company for Licensee to review and copy)
- ONR reports/research proposal (make available on-site at Company for Licensee to review and copy)
- Technical and characterization data (make available on-site at Company for Licensee to review and copy)
- Oral agreed upon discussions and on-site visits at Company: scheduled and planned by mutual agreement

APPENDIX C

ONR CONTRACTS

N00014- [REDACTED]

N00014- [REDACTED] S

N00014- [REDACTED]

APPENDIX D
POSSIBLE JOINT INVENTIONS

• [REDACTED] Coating Compositions [REDACTED]

[REDACTED]

Current Inventors: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Current Primary Value: [REDACTED]

• Invention regarding [REDACTED]" ([REDACTED] al oxetane prepolymer) [REDACTED]

[REDACTED]

Current Inventors: [REDACTED]
[REDACTED]

Current Primary Value: [REDACTED]

• Invention [REDACTED] oxetane [REDACTED]

[REDACTED]

Current Inventors: [REDACTED]
[REDACTED]

Current Primary Value: [REDACTED]

• [REDACTED]er Coating [REDACTED]s [REDACTED]

[REDACTED]

Current Inventors: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Current Primary Value: [REDACTED]