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Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
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Conveyance Type

Assignment **Security Agreement**

License **Change of Name**

Merger **Other**

U.S. Government
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Departmental File **Secret File**

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date
Month Day Year

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

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

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this "Assignment") is made and entered into this 14th day of December, 1999 (the "Effective Date") by and between CELGARD LLC, a Delaware limited liability company, having a place of business at 86 Morris Avenue, Summit, NJ 07901 ("Seller"), and CELGARD, Inc., a Delaware corporation, having a principal place of business at 20 Burlington Mall Road, Suite 325, Burlington, MA 01803 ("Purchaser").

WHEREAS, Seller, CNA Holdings, Inc., a Delaware corporation, Daramic, Inc., a Delaware corporation ("Daramic") and Polypore, Inc., a Delaware corporation ("Polypore"), are parties to that certain Asset Purchase Agreement, dated as of August 26, 1999 (as amended, the "Agreement");

WHEREAS, Polypore and Daramic assigned their rights and obligations under the Agreement to Purchaser pursuant to an Assignment of Rights and Obligations Under Asset Purchase Agreement, dated as of the date hereof;

WHEREAS, pursuant to the Agreement, Purchaser wishes to acquire, and Seller wishes to assign, the entire right, title and interest in and to all Transferred Intellectual Property Rights (as such term is defined in the Agreement), including all such right, title and interest under the United States patents and patent applications identified and set forth on Schedule A and the foreign patents and patent applications identified and set forth on Schedule B (collectively, the "Patents"), together with the goodwill of the business in connection with which the Patent are used, including all foreign rights corresponding thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser, each intending to be legally bound, hereby agree as follows:

1. Seller does hereby sell, assign, transfer and set over to Purchaser its entire right, title and interest in and to the Patents, together with the goodwill of the business in connection with which the Patents are used, and all registrations and applications therefor in the United States and in all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Purchaser's own use and enjoyment, and for the use and

enjoyment of Purchaser's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for, Purchaser's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Seller requests the Commissioner of Patents and Trademarks of the United States or, in the case of the countries outside the United States, the analogous individual or agency responsible for patents, to record Purchaser as owner of the Patents, including any variations thereof, for the sole use and enjoyment of Purchaser, its successors, assigns or other legal representatives.

3. This Assignment is intended to implement the provisions of the Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Seller or Purchaser thereunder. To the extent any provision of this instrument is inconsistent with the Agreement, the provisions of the Agreement shall control.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions thereof.

* * * * *

IN TESTIMONY WHEREOF, Seller has caused this Assignment to be signed and executed by thereunto duly authorized on this 14th day of December, 1999.

CELGARD LLC

By: *Ed Collins*
Name: Ed Collins
Title: Assistant Secretary

STATE OF)
) SS.
COUNTY OF)

On this 14 day of December, 1999, there appeared before me Ed Collins, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf of CELGARD LLC.

Hana Kidkowske
Notary Public
Notary Public, State of New York
No. 01808013111
Qualified in New York County
Commission Expires Sept. 8, 2000

SCHEDULE A

PATENTS

TITLE	PATENT NO.	ISSUE DATE
Formation of Halgenated Polymeric Microporous Membranes Having Improved Strength Properties	4910106	3/20/90
Formation of Halgenated Polymeric Microporous Membranes Having Improved Strength Properties	4997603	3/5/91
Formation of Halgenated Polymeric Microporous Membranes Having Improved Strength Properties	5043113	8/27/91
Microporous Membrane From Cold-Rolled Precursor Films	5328760	7/12/94
Modified Microporous Structures	5049275	9/17/91
Microporous Membranes Having Increased Pore Densities and Process for Making the Same	5013439	5/7/91
Liquid Chromatography Using Microporous Hollow Fibers	4957620	9/18/90
Battery Seaparator With Integral Thermal Fuse	4973532	11/27/90
Process for Making Microporous Membranes Having Gel-Filled Pores	5160627	11/3/92
Liquid Membrane Modules with Minimal Effective Membrane	5449457	9/12/95
Liquid Membrane Modules With Minimal Effective Membrane	5169529	12/8/92
Battery Separator	4650730	3/17/87
Battery Separator	4731304	3/15/88
Battery Separator	5281491	1/25/94
Process for Making a Battery Separator	5240655	8/31/93
Porous Membrane Having Single Layer Structure, Battery Separator Made Thereof	5453333	9/26/95

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SCHEDULE B

FOREIGN PATENTS AND PATENT APPLICATIONS

AUSTRALIA

PATENTS

TITLE	PATENT NO.	ISSUE DATE
Battery Separator	579728	5/25/89
Battery Separator	668704	9/4/96
Spiral-Wound Hollow Fiber Membrane Fabric Cartridges and Modules Having Flow-Directing Baffles	652878	1/10/95

PATENT APPLICATIONS

TITLE	APPLICATION NO.	FILING DATE
Degassing Liquids: Apparatus and Method	18966/97	4/18/97

AUSTRIA

PATENTS

TITLE	PATENT NO.	ISSUE DATE
Microporous Membranes Having Increased Pore Densities and Process for Making the Same	342026	10/18/95

CELGARD**SCHEDULE B****FOREIGN PATENTS AND PATENT APPLICATIONS****UNITED KINGDOM****PATENTS**

TITLE	PATENT NO.	ISSUE DATE
Surfactant Treated Polyolefinic Microporous Materials	<u>129420</u>	5/30/90
Formation of Halogenated Polymeric Microporous Membranes Having Improved Strength Properties	<u>356045</u>	9/13/95
Microporous Membrane From Cold-Rolled Precursor Films	<u>378346</u>	9/11/96
Microporous Membranes Having Increased Pore Densities and Process for Making the Same	<u>342026</u>	10/18/95
Battery Separator With Integral Thermal Fuse	<u>391694</u>	11/17/94
Battery Separator	<u>0201875</u>	<u>9/4/91</u>
Porous Membrane Having Single Layer Structure, Battery Separator Made Thereof	<u>0550262</u>	<u>4/2/97</u>
Hollow Fiber Membrane Fabric-Containing Cartridges and Modules Having Solvent-Resistant Thermoplastic Tube Sheets	<u>0604972</u>	<u>7/23/97</u>
Shutdown, Bilayer Battery Separator	<u>0715364</u>	4/1/98
Solvent Stretch Process for Preparing a Microporous Film	<u>2051666B</u>	3/9/83

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SCHEDULE B

FOREIGN PATENTS AND PATENT APPLICATIONS

TITLE	PATENT NO.	ISSUE DATE
Solvent Stretch Process for Preparing a Microporous Films From Precursor Films of Controlled Crystalline Structure	<u>2051665B</u>	3/9/83
Coated Open-Celled Microporous Membranes	<u>2070847</u>	2/1/84
Hydrophilic Polymer Coated Microporous Membranes Capable of Use as a Battery Separator	<u>2081604</u>	7/11/84
Process for Preparing Microporous Polyethylene Film by Uniaxial Cold and Hot Stretching	<u>210059</u>	<u>9/5/90</u>
Liquid/Liquid Extractions With Microporous Membranes	<u>246065</u>	10/7/92
Composite Porous Membranes and Methods of Making the Same	<u>321241</u>	<u>1/13/93</u>