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December 17, 2025
BY E-MAIL AND CERTIFIED MAIL

Jose Luis Conde, BPC Global Segment Leader
Joseph Ostroff, Esq., Chief Intellectual Property Counsel
Momentive Performance Materials Inc.
2750 Balltown Road
Niskayuna, NY 12309

Re: Notice of Infringement of U.S. Patent No. 12,337,057

Dear Mr. Conde and Mr. Ostroff:

DLA Piper represents Grant Industries, Inc. ("Grant") with respect to intellectual property and other matters.

As you are aware, Grant is a leading global provider to the personal care and beauty industry and is known for its award-winning products and cutting-edge research. One of Grant's main product categories is the development and sale of elastomer gels for use in personal care and beauty products, for which Grant was awarded U.S. Patent No. 12,337,057 ("the '057 Patent") by the United States Patent and Trademark Office. The '057 Patent is enclosed as Exhibit A. This patent, entitled "Bio-Based and Biodegradable Elastomer for Cosmetic and Personal Care," relates to a cross-linked elastomeric gel that is milled with a bio-based emollient. For example, claim 1 recites "a cross-linked elastomer comprising a reaction product of a polyester and a multi-functional crosslinker, wherein the polyester is an esterified dilinoleic acid or a branched C₃₆ dicarboxylic acid/diol copolymer." Grant is vigilant regarding the protection of its intellectual property and any unauthorized use by others.

Grant has become aware that Momentive Performance Materials Inc. ("Momentive") has recently started to offer Harmonie™ NatuVel gel ("NatuVel"), which Momentive advertises as a "naturally derived elastomer gel" for use in skin care, color cosmetics, and SPF products.¹ NatuVel includes the following ingredients: Coco-Caprylate/Caprates, Polyglyceryl-2 Isostearate/Dimer Dilinoleate Copolymer, and Squalane.² Based on this information, it appears that NatuVel is practicing Grant's '057 Patent. For instance, it appears that NatuVel directly infringes at least claim 1 of the '057 Patent: the Isostearate/Dimer Dilinoleate moiety of the copolymer is a "polyester" and an "esterified dilinoleic acid," the glycerol moiety is a "multi-functional crosslinker," and a copolymer is a "reaction product."

¹ See https://cdn.prod.website-files.com/63e4de19fa79be59a9391be3/68f8e7f28ec4f045c52b956e_HARMONIE_NATUVEL_GEL_TDS.pdf; <file:///C:/Users/el40981/Downloads/Harmonie%20NatuVel%20gel%20web.pdf>.

² *Id.*



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Further, it appears that NatuVel directly infringes claim 6 of the '057 Patent because the copolymer is silicone-free; claims 8 and 13 because NautVel is a gel intended for use in cosmetic and skin care products and uses Coco-Caprylate/Caprates and Squalane as emollients or solvents; claims 14, 15, and 16 because Polyglyceryl-2 Isostearate/Dimer Dilinoleate Copolymer should be in micronized form and have a particle size from 1 to 100 microns and less than 60 microns; and claim 17 because Momenive advertises NatuVel has a viscosity between "200,000~500,000 cPs"³.

In addition, Grant believes Momenive may also be liable for contributory or induced infringement of at least claims 9, 10, 11, and 12 of the '057 Patent.

As you may be aware, there are strict penalties for patent infringement, including the right to seek a court-ordered injunction, and the right to seek damages or lost profits from infringers. Additionally, where there is knowledge of a patent and particularly knowledge of infringement, a party that infringes can be liable for willful infringement and be subject to treble damages requiring the payment of three (3) times the actual damages amount, coupled with attorneys' fees and costs in pursuing the action.

Grant has not authorized Momenive or its customers to make, use, sell, offer to sell, import, etc., Grant's patented technology without a license. However, Grant prefers to resolve this matter amicably and is open to a business discussion with Momenive regarding this matter. Rather than engage in letter-writing, we suggest a more constructive dialogue, and Grant will unilaterally stand-still on this issue until at least February 1, 2026 in the hopes that we can encourage a meeting.

Since this matter has now been brought to your attention, we would appreciate hearing from you by no later than **February 1, 2026**. Thank you in advance for your prompt attention. Should you have any questions, please feel free to contact me directly at william.bartow@us.dlapiper.com or at 215.656.2458.

Best regards,

A handwritten signature in blue ink, appearing to read 'William L. Bartow', with a stylized flourish at the end.

William L. Bartow

WLB:EL

³ See https://cdn.prod.website-files.com/63e4de19fa79be59a9391be3/68f8e7f28ec4f045c52b956e_HARMONIE_NATUVEL_GEL_TDS.pdf.