

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3797521

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT PURCHASE AND TRANSFER AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JAN SODERLIND	03/09/2016
ODDMUND O HAUGLAND	03/09/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NORDISCHER MASCHINENBAU RUD. BAADER GMBH + CO. KG
<b>Street Address:</b>	GENINER STR. 249
<b>City:</b>	LUBECK
<b>State/Country:</b>	GERMANY
<b>Postal Code:</b>	23560
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15024281
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(801)893-3903
<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>	
<b>Phone:</b>	801.893.3900
<b>Email:</b>	lbateman@sunstoneip.com
<b>Correspondent Name:</b>	MICHAEL M. BALLARD
<b>Address Line 1:</b>	222 S. MAIN STREET
<b>Address Line 2:</b>	SUITE 500
<b>Address Line 4:</b>	SALT LAKE CITY, UTAH 84101
<b>ATTORNEY DOCKET NUMBER:</b>	1095.71
<b>NAME OF SUBMITTER:</b>	MICHAEL M. BALLARD
<b>SIGNATURE:</b>	/Michael M. Ballard/
<b>DATE SIGNED:</b>	03/23/2016
<b>Total Attachments: 4</b>	
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**Patent Purchase and Transfer Agreement**

by and between

Jan Söderlind, Tillfällgatan 4A, S-761 30 Norrtälje, Sweden

- Seller 1 -

and

Oddmund O Haugland, Elganesveien 74, 4009 Stavanger, Norway

- Seller 2 -

- Seller 1 and Seller 2 collectively „Sellers“ -

on the one hand, and

Nordischer Maschinenbau Rud. Baader GmbH + Co. KG, Geniner Straße 249, 23560  
Lübeck, Germany, a limited partnership being registered with the Local Court Lübeck under  
HRA 1389

- Purchaser -

on the other hand

- Sellers and Purchaser collectively „Parties“ -

**Preamble**

1. The Sellers are sole owners of

- a) Swedish Patent SE 537 554 C2 “Anordning för avlägsnande av ben ur fiskkött”,  
filed on 27 September 2013 and granted on 9 June 2015 relating to an apparatus  
for removing pin bones from fish meat, preferably from a fillet of a white fish, and
- b) International Patent Application PCT/SE2014/051031 (WO 2015/047160)  
“Apparatus for Removing Bones from Fish Meat”, filed on 9 September 2014 and  
claiming priority of SE 1351121-7

hereinafter “Contract Patents”.

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2. Moreover, the Sellers are sole inventors of the invention on which the purchased patents are based (hereinafter "Contract Invention").
3. The Sellers have been managing directors of companies acquired by the Purchaser. The Sellers wish to sell and transfer the Contract Patents. The Purchaser wishes to acquire the Contract Patents.

#### **§ 1 Sale and Transfer**

1. The Sellers herewith sell and assign to the Purchaser the Contract Patents and assign to the Purchaser any rights in and to the Contract Patents and any further rights in and to the Contract Invention. The Purchaser herewith accepts sale, transfer and assignment.
2. Sale, transfer and assignment are subject to full payment of the Sale Price (cf. § 2) by the Purchaser.

#### **§ 2 Sale Price**

1. The Sale Price is [REDACTED]
2. Payment shall be effected within 20 days after the execution of this agreement. The date of the payment is hereinafter referred to as "Effective Date".

#### **§ 3 Registration**

1. The Sellers agree to the recording of the assignments with the responsible authorities and undertake to provide and sign all required documents for effecting the records. This also applies to any documents or signatures to be provided by the Sellers in their role as inventors of the Contract Patents.
2. The Sellers undertake to instruct their present attorneys and representatives in any country concerned to only accept further instructions regarding the Contract Patents by the Purchaser and to provide all documents necessary for continuing, maintaining and registering the transfer of the Contract Patents.
3. The Sellers bear all costs incurred for the Contract Patents until the Effective Date. This does not apply to any costs incurred in context with the nationalisation of PCT/SE2014/051031. The latter costs as well as all costs incurred after the Effective Date and the costs and fees of this agreement and the recordings of the assignment are borne by the Purchaser.

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#### § 4 Warranties

1. The Purchaser is aware of the technical features of the Contract Invention. The Sellers are not liable for the technical utility of the Contract Invention.
2. The Sellers warrant that they are sole owners with full power of disposal of the Purchased Patents.
3. The Sellers warrant that they have not granted any licences for the Purchased Patents.
4. The Sellers warrant that they are sole inventors of the Purchased Invention.
5. The Sellers warrant that they are aware neither of any third party's prior rights to use, nor of a dependency of the Purchased Patents on third party's patents.
6. The Sellers warrant that they have paid all fees and carried out and effected all actions necessary to maintain the Purchased Patents.

#### § 5 No-challenge Clause

1. The Sellers undertake not to attack the Contract Patents or any rights derived therefrom, nor to assist third parties in attacking the Contract Patents or any rights derived therefrom. Moreover, the Sellers undertake not to assert any other rights against the Purchaser that would result in the Purchaser not or not fully being able to use the Contract Invention.

#### § 6 Miscellaneous

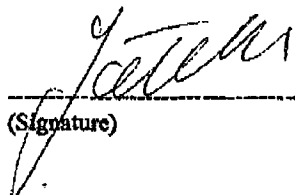
1. This Agreement shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Non-exclusive venue for all disputes arising from or in connection with this Agreement or its validity shall be Hamburg.
2. This Agreement constitutes the final, complete expression of agreement between the Parties with respect to the subject matter covered herein and supersedes any and all previous negotiations, agreements and understandings, whether written or verbal, between the Parties with respect to the subject matter of this Agreement or parts thereof.
3. Any amendments of, supplement to or termination of this Agreement, including any modification of this clause, shall be valid only if made in writing.
4. Should any provision of this Agreement be or become, either in whole or in part, void, ineffective or unenforceable, then the validity, effectiveness and enforceability of the other provisions of this Agreement shall remain unaffected thereby. To the extent permitted by law, any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as most closely

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reflects the economic intent and purpose of the invalid, ineffective or unenforceable provision. The same shall apply mutatis mutandis in case of an omission.

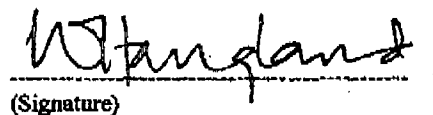
Jan Söderlind

9 Mars 2016  
Norrtälje Sweden  
(Place, Date)

  
(Signature)

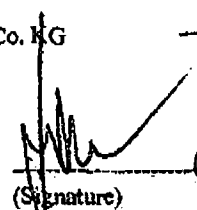
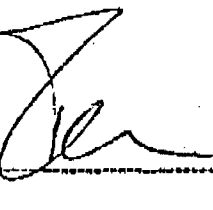
Oddmund O Haugland

Stavanger 9.3.2016  
(Place, Date)

  
(Signature)

Nordischer Maschinenbau Rud. Baader GmbH + Co. KG

Lübeck 9.3.2016  
(Place, Date)

   
(Signature)

R. Fodde

T. Krause