

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3923781

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	FRITO-LAY NORTH AMERICA, INC.	12/14/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	EWI, INC. (EDISON WELDING INSTITUTE, INC.)	
<b>Street Address:</b>	1250 ARTHUR E. ADAMS DRIVE	
<b>City:</b>	COLUMBUS	
<b>State/Country:</b>	OHIO	
<b>Postal Code:</b>	43215	
<b>PROPERTY NUMBERS Total: 5</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	9090021	
<b>Application Number:</b>	14853269	
<b>Application Number:</b>	14166036	
<b>Application Number:</b>	14166081	
<b>Application Number:</b>	13565260	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>	614-719-2853	
<b>Email:</b>	tbryan@mcneeslaw.com	
<b>Correspondent Name:</b>	TARA R. BRYAN	
<b>Address Line 1:</b>	21 E. STATE STREET	
<b>Address Line 2:</b>	STE. 1700	
<b>Address Line 4:</b>	COLUMBUS, OHIO 43215	
<b>ATTORNEY DOCKET NUMBER:</b>	28972-0097, 98, 99 & 100	
<b>NAME OF SUBMITTER:</b>	TARA R. BRYAN	
<b>SIGNATURE:</b>	/Tara R. Bryan/	
<b>DATE SIGNED:</b>	06/17/2016	
This document serves as an Oath/Declaration (37 CFR 1.63).		

**Total Attachments: 12**

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## PATENT AND PROPRIETARY TECHNOLOGY PURCHASE AGREEMENT

This Patent and Proprietary Technology Purchase Agreement ("Agreement") is entered into on this 15th day of December, 2015 ("Effective Date"), by and between EWI, Inc., an Ohio non-profit corporation ("Purchaser") and Frito-Lay North America, Inc., a Delaware corporation with a place of business at 7701 Legacy Drive, Plano, Texas 75024 ("Seller"). Seller or Purchaser may individually be referred to as a "Party" or collectively as "Parties."

### RECITALS:

- I. Seller is the owner of the entire right, title, and interest in and to the Patents and Patent applications identified in Exhibit A ("Patent Rights"); and
- II. Seller is the owner of the entire right, title, and interest in and to the Proprietary Technology identified in Exhibit B; and
- III. Subject to the terms and conditions of this Agreement, Purchaser wishes to purchase the Patents and Proprietary Technology identified in Exhibits A and B and all legal rights associated therewith from Seller, and Seller wishes to sell, transfer, and convey the Patents and Proprietary Technology to Purchaser;

NOW, THEREFORE, Seller and Purchaser agree as follows:

### AGREEMENT

#### 1. SALE AND PURCHASE OF PATENTS AND PROPRIETARY TECHNOLOGY

**1.1 Delivery and Consideration:** On the Effective Date, Seller will sell, transfer, assign and deliver to Purchaser the Patent and Proprietary Technology identified in Exhibits A and B, and Purchaser will pay to Seller the amount of Twenty-Seven Thousand and Eighty-Eight (\$27,088) Dollars by wire transfer. Seller will furnish Purchaser with all necessary information to make a wire transfer to a designated bank account of Seller.

**1.2 Assignment:** On the Effective Date, Seller will fully execute and deliver to Purchaser an Assignment of the Patents and Proprietary Technology identified in Exhibits A and B and all legal rights associated therewith, the Assignment being attached hereto as Exhibit C.

#### 2. CONTINGENT CONSIDERATION

**2.1 Amount and Term:** Purchaser will pay Seller twenty (20%) percent of Net Royalties derived from the Patents listed in Exhibit A, if any. Purchaser will pay Seller ten (10%) percent of Net Royalties derived from the Proprietary Technology listed in Exhibit B, if any, provided that the Net Royalties are derived from the Proprietary Technology solely as defined by the documents in Exhibit B on the Effective Date. Together these payments will be called "Contingent Payment" and will be paid on a yearly basis (each yearly payment period is a "Payment Period"), with the first Payment Period commencing on the Effective Date. Purchaser

will be released from its obligation under this subsection on the expiration of the last patent or any patent actually issuing from a Patent Application listed on Exhibit A.

Under this Agreement, "Net Royalties" means the gross monies received by Purchaser from running royalties, license fees and IP assignment proceeds as a result of commercializing, licensing or selling the any of the Patents or Proprietary Technology in Exhibits A and B, net of all discounts, sales taxes, returns, rebates, allowances, uncollectible receivables and Purchaser-incurred costs associated with filing, prosecuting and maintaining the Patent and Proprietary Technology. Net Royalties does not include fees charged by Purchaser for client-funded research and development work.

**2.2 Payments:** The determination of Net Royalties will be made by Purchaser on a yearly basis, and any Contingent Payment, with respect to each Payment Period, will be paid to Seller within thirty (30) days after the conclusion of each such Payment Period. Debits and credits applicable to any Contingent Payment which arise or become known subsequent to the applicable Payment Period will be applied to the next Payment Period, as applicable.

**2.3 Reporting:** Within thirty (30) days after the conclusion of each Payment Period, Purchaser will deliver to Seller an annual Contingent Payment report that will include, without limitation and as applicable, debits and credits to prior Net Royalties and adjustments to prior Contingent Payments, if any (the "Annual Contingent Payment Report"). Seller may object to the Annual Contingent Payment Report by delivering to Purchaser a written objection within thirty (30) days after receipt of the Annual Contingent Payment Report. If Seller delivers an objection to the Annual Contingent Payment Report within the thirty (30) day period, the Parties will meet as promptly as practicable and use their reasonable best efforts to resolve any disagreement raised by the objection. If the Parties do not agree within fifteen (15) calendar days after Purchaser's receipt of Seller's objection, Purchaser and Seller will submit the dispute to independent accountants for resolution consistent with the terms of this Agreement. The independent accountants will be instructed to perform their services as expeditiously as possible. The determination of the amount of the Contingent Payment for the applicable Annual Contingent Payment Report by the independent accountants will be final and binding on the Parties. The fees and disbursements of the independent accountants will be borne by the Party that assigned amounts to items in dispute that were, on a net basis, furthest in amount from the amount finally determined by the independent accountants. If the Parties or independent consultants determine that a credit or debit is due, the Party required to pay the credit or debit will do so within thirty (30) days of the determination.

**2.4 Cooperation:** Purchaser will make the work papers and supporting materials used in (or necessary for) the determination of the Contingent Payments and Net Royalties available to Seller and its representatives as well as to the independent accountants resolving any claim concerning the determination of the Contingent Payments, at reasonable times and upon reasonable notice during the resolution of any objections to the determination of the Contingent Payments.

**2.5 Best Efforts:** Purchaser will use commercially reasonable best efforts to market and commercialize the Patent and Proprietary Technology transferred under this Agreement.

### **3. TRANSFER OF PATENTS; GRANT OF LICENSE**

**3.1 Assignment:** Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest it has in and to the Patents and Proprietary Technology and all inventions and discoveries described therein, including without limitation, all rights of Seller under the Assignment Agreements, and all rights of Seller to collect royalties under such IP Rights.

**3.2 Assignment of Causes of Action:** Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest it has in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Patents and Proprietary Technology identified in Exhibits A and B and all inventions and discoveries described therein, including without limitation all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement thereof.

**3.3 Further Assurances:** Seller will, at the request of Purchaser and at Purchaser's expense, execute and deliver to Purchaser all such further assignments, endorsements and other documents as Purchaser may reasonably request and which are necessary or desirable for the purpose of effecting transfer of title to the Patents and Proprietary Technology identified in Exhibits A and B to Purchaser or otherwise putting into effect the terms of this Agreement.

**3.4 Grant of License to Seller:** Purchaser hereby grants Seller a non-exclusive, royalty-free, fully paid up, worldwide, nontransferable, perpetual license to the Patents and Patent Proprietary Technology identified in Exhibits A and B, with the limited right to sublicense the right to make and/or use the inventions of the Patents and Patent Proprietary Technology to co-packers and co-manufacturers of Seller strictly and solely for the purpose of manufacturing and/or packing Seller and Seller's affiliates' products. Seller or its co-packers or co-manufacturers will not sublicense the Patents and Proprietary Technology to any third parties to make, have made, sell, offer to sell or import any manufacturing equipment. For avoidance of doubt, no sales of products or services by a sublicensee to any party other than Seller are authorized by this grant of sublicensing rights to Seller. Seller will include and flowdown such limitations to its sublicensees. Other than the foregoing limited rights to sublicense, Seller is not granted the right to sublicense, and no third party sublicensee shall therefore acquire, any right to make, have made, use, sell, offer to sell, have sold, import, export, or make improvements to products or practice any methods covered by the Patents and Patent Proprietary Technology. With regard to the Patents and Patent Applications identified in Exhibit A, the sublicense shall include all foreign counterparts, national phase applications, divisionals, continuations, continuations-in-part, reissues, and reexamination certificates, whether existing now or in the future in the United States or anywhere in the world.

**3.5 Seller First Right of Refusal.** Should Purchaser wish to discontinue patent prosecution or maintenance of any of the Patents and Patent Applications transferred under Exhibit A of this Agreement, Purchaser will notify Seller within sixty (60) days prior to any office action or maintenance fee deadline and give Seller the first right of refusal to have the Patents and Patent Applications listed on Exhibit A transferred and assigned to Seller. Seller will make its determination and notify Purchaser of its decision thirty (30) days prior to the pending deadline. Purchaser will retain a royalty-free, non-exclusive, fully paid up, worldwide, nontransferable, perpetual license to any Patents and Patent Applications listed in Exhibit A assigned to Seller as a result of actions take under Section 3.5 of this Agreement.

#### 4. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to the Purchaser as follows:

4.1 **Authority**: Seller is a company duly formed, validly existing, and in good standing under the laws of the State of Delaware. Seller has the full power and authority and has obtained all third party consents, approvals and authorizations required to enter into this Agreement and to carry out its obligations under this Agreement, including, without limitation, the assignment of the Patents and Proprietary Technology to Purchaser.

4.2 **Title and Contest**: Seller owns all right, title, and interest to the Patents listed in Exhibit A, including, without limitation, all right, title, and interest to sue for infringement of the Patents listed in Exhibit A. Seller has obtained previously executed assignments for the Patents and Patent Applications listed in Exhibit A as necessary to fully perfect its rights and title thereto. Seller has obtained or will obtain executed assignments and/or employment agreements for the Proprietary Technology listed in Exhibit B as necessary to fully perfect its rights and title thereto and will provide the same to Purchaser upon request. The Patents and Patent Applications listed in Exhibit A are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. To Seller's knowledge, there are no actions, suits, investigations, claims, or proceedings threatened, pending, or in progress regarding the Patents and Patent Applications listed in Exhibit A. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patents and Patent Applications listed in Exhibit A and/or the Proprietary Technology Identified in Exhibit B.

4.3 **Conduct**: Seller and its agents or representatives have not engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of the Patents listed in Exhibit A or hinder their enforcement.

4.4 **Patent Office Proceedings**: None of the Patents listed in Exhibit A are currently involved in any reexamination, reissue or interference proceeding known to Seller.

4.5 **Fees**: All maintenance fees, annuities, and the like due or payable on the Patents listed in Exhibit A have been timely paid.

#### 5. PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser hereby represents and warrants to Seller that:

5.1 **Authority**: Purchaser is a non-profit company duly formed, validly existing, and in good standing under the laws of the State of Ohio. Purchaser has the full power and authority and has obtained all third party consents, approvals and authorizations required to enter into this Agreement and to carry out its obligations under this Agreement, including, the purchase of the Patents and Proprietary Technology from Seller.

## 6. GENERAL PROVISIONS

**6.1 Limitation of Liability:** EXCEPT IN THE EVENT OF BREACH OF ANY OF THE WARRANTIES IN THE ABOVE SECTIONS OR SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SELLER'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE PURCHASE PRICE. PURCHASER'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE PURCHASE PRICE AND CONTINGENT PAYMENTS IF ANY. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS ON POTENTIAL LIABILITIES SET FORTH IN THIS SECTION 6.1 WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

**6.2 Limitation on Consequential Damages:** NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE, PASSIVE OR IMPUTED), REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY), FOR COVER OR FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL, MULTIPLIED, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES OR LOSS OF REVENUE, PROFIT, SAVINGS OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THE LETTER AGREEMENT, EVEN IF A PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

**6.3 Confidentiality of Terms:** Seller and Purchaser will keep the terms of this Agreement confidential and will not now or hereafter disclose the existence of this Agreement or its terms and conditions to any third party except:

- (a) with the prior written consent of the other Party;
- (b) as otherwise may be required by law or legal process;
- (c) during the course of litigation, so long as the disclosure is restricted in the same manner as is the confidential information of other litigating parties; or
- (d) in confidence to its legal counsel, accountants, banks, and financing sources and their advisors solely in connection with complying with or administering its obligations with respect to this Agreement.

**6.4 Public Announcements:** Neither Party will issue any press release or make any public statement with respect to the terms of this Agreement without the prior written consent of the other Party, except as may be required by applicable Law. Notwithstanding the foregoing, Purchaser will not be prohibited from promoting, disclosing, exploiting and making public the Patents and Proprietary Technology identified in Exhibits A and B.

**6.5 Assignment:** Purchaser may not assign all or any part of this Agreement to any third party without the prior written consent of Seller; provided that Purchaser may assign all or any part of this Agreement and all or any part of its rights and obligations hereunder to any parent, subsidiary, joint venture partner, or other affiliate of Purchaser.

**6.6 Notices:** All notices required by this Agreement will be given in writing and will be delivered to the address set forth on the signature page to this Agreement by personal delivery or delivery postage prepaid by an express courier service. Notices are deemed given on the date of receipt if delivered personally or by express courier. Either Party may from time to time change its address for notices under this Agreement by giving the other Party written notice of such change.

**6.7 Relationship of Parties:** Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the Parties. Neither Party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.

**6.8 Severability:** If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.

**6.9 Waiver:** Failure by either Party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the Parties.

**6.10 Governing Law:** This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Delaware without reference to its choice of law principles.

**6.11 Entire Agreement:** The Agreement, including its exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions. Neither Party will be bound by any condition, definition, warranty, understanding or representation with respect except as set forth in this Agreement. No oral explanation or oral information by either Party will alter the meaning or interpretation of this Agreement. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any letter, email or other communication or other writing not expressly incorporated into this Agreement.

**6.12 Amendments:** No amendments or modifications to this Agreement will be effective unless it is in writing signed by an authorized representative of each Party.

**6.13 Headings:** The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

**6.14 Counterparts:** This Agreement will become binding when any one or more counterparts, individually or taken together, will bear the signatures of both Parties. This Agreement may be executed in any number of counterparts, each of which will be deemed an original as against the



Party whose signature appears thereon, but all of which taken together will constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

**PURCHASER:**

**EWI, INC.**  
1250 Arthur E. Adams Dr.  
Columbus, Ohio 43221

By: C. C.  
Name: Christopher Conrady  
Title: Chief Technology Officer

**SELLER:**

**FRITO-LAY NORTH AMERICA, INC.**  
7701 Legacy Drive  
Plano, Texas 75024

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Party whose signature appears thereon, but all of which taken together will constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

**PURCHASER:**

EWI, INC.  
1250 Arthur E. Adams Dr.  
Columbus, Ohio 43221

By: C. C.  
Name: Christopher Conrady  
Title: Chief Technology Officer

**SELLER:**

FRITO-LAY NORTH AMERICA, INC.  
7701 Legacy Drive  
Plano, Texas 75024

By: [Signature]  
Name: GARY KOME  
Title: S.R. DIRECTOR R&D

**EXHIBIT A**

**PATENTS AND PATENT APPLICATIONS**

	Jurisdiction	Application No.	Filing Date	Status
01	Brazil	112015002242-1	01/30/2015	Pending
02	Canada	2,880,047	01/23/2015	Pending
03	Mexico	MX/a/2015/001496	01/30/2015	Published
04	US	13/565,260	08/02/2012	GRANTED
05	PCT	PCT/US13/53473	08/02/2013	NS Complete
06	Brazil	112015002035-6	01/29/2015	Pending
07	Canada	2,880,697	01/23/2015	Pending
08	Mexico	MX/a/2015/001495	01/30/2015	Published
09	US	13/565,310	08/02/2012	GRANTED
10	PCT	PCT/US13/53478	08/02/2013	NS Complete
11	US	14/166,081	01/28/2014	Published
12	PCT	PCT/US15/13081	01/27/2015	Published
13	US	14/166,036	01/28/2014	Published
14	PCT	PCT/US15/13085	01/27/2015	Published
15	US	14/853,269	09/14/2015	Pending

**EXHIBIT B**

**PROPRIETARY TECHNOLOGY**

	<b>Seller Internal Reference No.</b>	<b>Title</b>	<b>Date of Conception</b>	<b>Status</b>
01	CFLAY.00883	Ultrasonic Sonotrode Having Multiple Wave Propagation Axes		HALTED prior to filing
02	CFLAY.00975	Ultrasonic Sealing (POPP 48)		HALTED prior to filing
03	CFLAY.00984	Ultrasonic Assisted Extrusion		HALTED prior to filing
04	CFLAY.01010	Modular Ultrasonic Sealing Carriage Design for Easy Swap-Out on Bagmaker		Unfiled
05	CFLAY.01018	Ultrasonic Rotary Horn Designs to Eliminate Overheating and Horn Cracking		HALTED prior to filing

**EXHIBIT C**

**ASSIGNMENT**


Frito-Lay North America, Inc., a corporation organized and existing under the laws of the state of Delaware and having an office and place of business at 7701 Legacy Drive, Plano, Texas 75024 ("Assignor") is the owner of the Patents and Proprietary Technology listed on Schedule A, and attached hereto, and all legal rights associated therewith;

EWI, Inc., a nonprofit organization organized and existing under the laws of the state of Ohio and having an office and place of business at 1250 Arthur E. Adams Drive, Columbus, Ohio 43221 ("Assignee") desires to acquire the ownership of the Patents and Proprietary Technology listed on Schedule A;

Therefore, for good and valuable consideration, the receipt of which is acknowledged, Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patents and Proprietary Technology listed on Schedule A Rights, including all reexaminations, extensions and reissues thereof.

IN WITNESS WHEREOF, Frito-Lay North America, Inc. has caused this Assignment to be signed in its corporate name by its duly authorized officer.

**FRITO-LAY NORTH AMERICA, INC.**


  
Paul W. Schrier  
Assistant Secretary

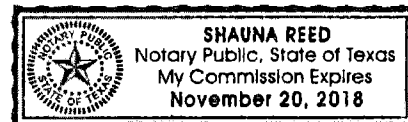
Date: 14 December 2015

State of Texas  
County of Colin

This instrument was acknowledged before me on this 14 day of December, 2015 by Paul W. Schrier, Assistant Secretary of Frito-Lay North America, Inc., a Delaware corporation, on behalf of said corporation.

(Personalized Seal)

  
Notary Public's Signature



# SCHEDULE A

	Jurisdiction	Application No.	Filing Date	Status
01	Brazil	112015002242-1	01/30/2015	Pending
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03	Mexico	MX/a/2015/001496	01/30/2015	Published
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05	PCT	PCT/US13/53473	08/02/2013	NS Complete
06	Brazil	112015002035-6	01/29/2015	Pending
07	Canada	2,880,697	01/23/2015	Pending
08	Mexico	MX/a/2015/001495	01/30/2015	Published
09	US	13/565,310	08/02/2012	GRANTED
10	PCT	PCT/US13/53478	08/02/2013	NS Complete
11	US	14/166,081	01/28/2014	Published
12	PCT	PCT/US15/13081	01/27/2015	Published
13	US	14/166,036	01/28/2014	Published
14	PCT	PCT/US15/13085	01/27/2015	Published
15	US	14/853,269	09/14/2015	Pending
	Seller Internal Reference No.	Title	Date of Conception	Status
16	CFLAY.00883	Ultrasonic Sonotrode Having Multiple Wave Propagation Axes		HALTED prior to filing
17	CFLAY.00975	Ultrasonic Sealing (POPP 48)		HALTED prior to filing
18	CFLAY.00984	Ultrasonic Assisted Extrusion		HALTED prior to filing
19	CFLAY.01010	Modular Ultrasonic Sealing Carriage Design for Easy Swap-Out on Bagmaker		Unfiled
20	CFLAY.01018	Ultrasonic Rotary Horn Designs to Eliminate Overheating and Horn Cracking		HALTED prior to filing