#### 503942100 08/02/2016

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRANSFER AGREEMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
AIR-ELTEC PATENT UG	06/09/2016

### **RECEIVING PARTY DATA**

Name:	HTG VENTURES AG
Street Address:	ROTHUSSTRASSE 21
City:	HÜNENBERG
State/Country:	SWITZERLAND
Postal Code:	6331

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number		
Patent Number:	9060600		

### **CORRESPONDENCE DATA**

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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NAME OF SUBMITTER:	AYDIN H. HARSTON, PH.D., REG. NO. 65,249
SIGNATURE:	/Aydin H. Harston/
DATE SIGNED:	08/02/2016

# **Total Attachments: 13**

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PATENT REEL: 039547 FRAME: 0948

# **TRANSFER AGREEMENT**

# FOR

# IP-RIGHTS

between

# AIR-ELTEC PATENT UG (HAFTUNGSBESCHRÄNKT)

(Germany)

and

**HTG VENTURES AG** 

(Switzerland)

PATENT REEL: 039547 FRAME: 0949

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# I. PARTIES

#### On one side

Air-Eltec Patent UG (haftungsbeschränkt), an entity with limited liability duly incorporated and existing under the laws of Germany with registered office at Junostraße 1, 35745 Herborn (Germany), registered with the Commercial Register of the District of Wetzlar HRB 6568,

(hereinafter referred to as "Transferor")

and on the other side

HTG Ventures AG, a Swiss corporation duly incorporated and existing under the laws of Switzerland with registered office at Rothusstrasse 21, 6331 Hünenberg (Switzerland), registered with the Commercial Register of the Canton of Zug with number CHE-443.219.750

(hereinafter referred to as "Transferee")

(Transferor and Transferee hereinafter jointly referred to as "Parties" and individually as "Party")

# II. RECITALS

- I. WHEREAS, Transferor is the legal and economic owner of certain rights of registered and applied-for intellectual property consisting of certain patents and patents applications, as well as certain trademarks and trademark applications (hereinafter the "IP Rights").
- II. WHEREAS, the Parties are interested in the IP Rights being transferred by Transferor to Transferee in exchange for appropriate consideration.

**NOW THEREFORE** in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the Parties hereto) the Parties covenant and agree each with the other to enter into this transfer agreement (hereinafter this "**Agreement**"), which shall be governed by the following:

# III. COVENANTS

# 1. TRANSFER

Subject to the terms and conditions hereof, Transferor hereby transfers and assigns as of the Effective Date the IP Rights to Transferee, and Transferee hereby acquires the IP Rights from Transferor as of the Effective Date.

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#### 2. **EFFECTIVE DATE**

The Parties hereto agree that the transfer of the IP Rights shall be effective as of 9 June 2016 which is agreed by the Parties to be the Effective Date.

# 3. OWNERSHIP, TITLE AND RISK

Without prejudice of the rights and obligations arising out of sections 9.2, 9.3 and 9.4 hereof, ownership, title and risk of the IP Rights shall pass from Transferor to Transferee as of the Effective Date.

### 4. THE IP RIGHTS

The IP Rights include the patents and patent applications, as well as the trademarks and trademark applications which are listed in <a href="Exhibit 1">Exhibit 1</a> includes all the relevant information which is necessary or appropriate to identify each of the items forming the IP Rights.

The Parties acknowledge and agree that the IP Rights contained in **Exhibit 1** hereof are known to them and sufficiently identified in **Exhibit 1**, and therefore confirm any formal mistake or omission in **Exhibit 1** shall not be a ground or reason for Transferee to exclude from **Exhibit 1** any item which was meant to be included in both Parties' intention when entering into this Agreement.

# 5. TRANSFEROR'S ADJUVANT OBLIGATIONS

# 5.1 Obligation to Transfer and Deliver

Intrinsically to the transfer of the IP-Rights, Transferor undertakes hereby to transfer, deliver and make accessible to Transferee the know-how which is adhered, inherent or essential for the proper use and exploitation of the IP Rights, in particular but not limited to all knowledge, technical expertise and relevant practice which Transferor has built, accumulated or otherwise acquired as a consequence of its past use and operation of the IP Rights, and which might be required for Transferee to be in a position to make appropriate and beneficial use of the IP (hereinafter the "Relevant Know-How"). The Relevant Know-How shall be made available by Transferor to Transferee in the most appropriate manner according to the nature of the Relevant Know-How, be it in a verbal or written form, and be it in a materialised (in the form of document or electronic data, be in in abstract form by means of pure transfer of knowledge.

## 5.2 Obligation to Do

Transferor's obligations under this section 5 shall include the obligation of Transferor to cause that Transferor's employees and staff are available to inform, instruct and support Transferee when Transferee so requires, in the good understanding however that the activities conducted by such employees or staff shall in no manner create or be deemed to create a labour, consultancy or otherwise legal relationship between such employees or staff and Transferee. For the sake of completeness, it is hereby stated or corroborated that all employees and staff shall remain employees and staff of Transferor and that this Agreement does not create for Transferee any rights or obligations towards such employees or staff.

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Moreover Transferor hereby commits, to the extent required by Transferee, to support Transferee in the further development of the IP Rights according to the specific terms and conditions to be agreed upon between the Parties on due course.

# 5.3 Obligation Not to Do

Transferor hereby commits to abstain from taking any action or supporting any third party in taking any action which might be intended or suitable to attack the existence or value of the IP Rights or to jeopardize or be otherwise detrimental to Transferee's ability to use or exploit the IP Rights in any manner Transferee might at any time wish to.

#### 6. PURCHASE PRICE

#### 6.1 Determination

The purchase price of the IP Rights has been determined by the Parties in common understanding amounts to EUR 135,000 (ONE HUNDRED THIRTY FIVE THOUSAND Euros) (hereinafter referred to as the "Transfer Price").

The Parties acknowledge that the Transfer Price results from a bilaterally agreed valuation which both Parties hereto have accepted as accurate and binding for the effects hereof.

#### 6.2 Payment

The Parties hereto agree that the entire Transfer Price shall be settled by Transferee on or before the Effective Date by means of a bank transfer of funds of immediate disposal to be made by Transferee to Transferor to the following bank account:

Volksbank Dill
Air-Eltec Patent UG (haftungsbeschränkt)
IBAN DE4551690000060055807, BIC GENODE51DIL

The Transfer Price is exclusive of value added tax and other applicable taxes that, if applicable, shall be added to the Transfer Price at the appropriate rate. The Transfer Price shall be due and payable by Transferee in full without any set-off, counter claim or deduction whatsoever, except for withholding tax or other taxes as required by any applicable laws.

#### 7. TRANSFEROR'S USE OF THE IP RIGHTS

In the past and until the Effective Date hereof, Transferor has made use of the IP Rights for its own purposes. As of the Effective Date Transferor shall not make or continue making use of any of the IP Rights for any purpose, unless it has obtained Transferee's prior written consent for such use, be such consent in the form of a granted right of use or in the form of any instruction for further development, in the sense of the last paragraph of section 5.2 above.

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### 8. REPRESENTATION AND WARRANTIES

# 8.1 Transferor's Representations and Warranties

Transferor hereby makes the following representations and warranties to Transferee, its successors and assigns.

# 8.1.1 Existence of the IP Rights

The IP Rights are transferred from Transferor to Transferee "as they are", i.e. Transferee declares having sufficient knowledge about the existence, quality and possibilities of use of the IP Rights, and Transferor does not give to Transferee any additional warranty about the quality or possibilities of use of the IP Rights.

#### 8.1.2 Ownership

Transferor owns the IP Rights and any right which might vest on the owner of the IP Rights. As of the Effective Date all IP Rights are in compliance with all applicable laws.

# 8.1.3 Authority to enter into this Agreement

Transferor has full power and authority to enter into this Agreement and to carry out its obligations hereunder, including the delivery and performance of all documents and instruments executed pursuant to this Agreement.

# 8.1.4 Lack of Other Representations or Warranties

Transferee acknowledges that Transferor has not made any representations or warranties, of any kind, either express or implied, except as expressly set forth in this Agreement. Transferee agrees that the representations and warranties given herein by Transferor are in lieu of the provisions of any applicable law, and Transferee hereby expressly waives all rights to any implied warranties which may otherwise be applicable because of the provisions of any applicable law.

# 8.2 Transferee's Representations and Warranties

Transferee has full power and authority to enter into this Agreement and to carry out its obligations hereunder, including the delivery and performance of all documents and instruments executed pursuant to this Agreement.

#### 9. SIGNING AND CLOSING

#### 9.1 Date

Signing and closing shall happen on the Effective Date.

# 9.2 Actions to be taken by Transferor

On the Effective Date Transferor shall:

(a) Submit to Transferee and subsequently sign the necessary documents required to fulfil the requirements of any applicable law and in any relevant jurisdiction for the transfer of the IP Rights, particularly but not limited to the necessary documents to enable the registration of

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Transferee as the new owner of any item of the IP Rights which requires registration if appropriate.

- (b) Deliver to Transferee, or cause to be delivered to Transferee all certificates, deeds or any other document which give evidence of the existence of and ownership upon any the IP Rights.
- (c) Deliver to Transferee the Relevant Know-How, as referred to in section 5.2 hereof.

# 9.3 Actions to be taken by Transferee

On the Effective Date Transferee shall:

- (a) Sign the necessary documents submitted by Transferor which required to fulfil the requirements of any applicable law and in any relevant jurisdiction for the transfer of the IP Rights, particularly but not limited to the necessary documents to enable the registration of Transferee as the new owner of any item of the IP Rights which requires registration if appropriate.
- (b) Deliver to Transferor evidence of the payment of the Transfer Price.

## 9.4 Mutual Obligations

Should any law compulsorily applying either to all or a part of the IP Rights, require any additional formality to be complied, then the Parties hereto irrevocably commit to do or to cause to be done any action which may be required in order to ensure that the IP Rights are legally transferred from Transferor to Transferor as well as registered in the name of Transferor.

The Parties hereto acknowledge that the applicable laws to certain IP Rights may establish that only upon registration of the transfer in any relevant register, Transferee will deem to be towards third parties the new owner of the IP Rights or any portion thereof. Should this be the case, the Parties hereto agree that in their bilateral contractual relationship, such legal provisions shall be without prejudice of the fact that ownership, title and risk on the IP Rights shall according to this Agreement pass over from Transferee to Transferor as of the Effective Date.

#### 10. MAINTENANCE COSTS

All costs arising from or related to the maintenance of the IP Rights, such as but not limited to governmental fees and reasonable legal and administrative fees, shall borne by Transferor, as far as such costs have their origin in a moment in time prior to the effective Date.

Any maintenance costs for the IP Rights which originate on or after the Effective Date shall be borne by Transferee, including those costs resulting from the actions referred to in sections 9.2, 9.3 and 9.4, as far as these actions are taken for the sake of registering Transferee as the new owner of the IP Rights.

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# 11. TRANSACTIONAL COSTS AND TAXES

### 11.1 Costs

All costs related to the implementation of this Agreement and the execution of any actions therefore shall be borne by the Party that has incurred such costs.

### 11.2 Taxes

Transferor shall be completely responsible for any taxes now or hereafter imposed on Transferor with respect to the transactions contemplated hereunder, and Transferee shall be completely responsible for any taxes now or hereafter imposed on Transferee with respect to the transactions contemplated hereunder.

Notwithstanding the foregoing paragraph, Transferee hereby commits to grant to Transferor all necessary or convenient support to allow Transferor to recover any kind of withholding tax, tax on source or any similar tax which might be withheld by any competent authorities and which is recoverable.

#### 12. CONFIDENTIALITY

The Parties hereto agree to keep absolute confidentiality about the existence, the contents and the scope of this Agreement. As far as required by any applicable law to the Parties or to the IP Rights, the Parties shall be entitled to release to the relevant authorities the contents of this Agreement.

## 13. APPLICABLE LAW

This Agreement shall be construed and interpreted according to the laws of Switzerland by disregarding any provisions related to conflicts of laws. The U.N. Convention for the International Sale of Goods shall not apply to this Agreement in whole or in part.

The foregoing shall be understood without prejudice of the compulsory applicability of any laws other Swiss laws to the actions to which sections 9.2, 9.3 and 9.4 above, in the good understanding that any law other than Swiss law shall only apply if this is indispensably so required for the affectivity of this Agreement or of the actions contemplated in sections 9.2, 9.3 and 9.4 above.

### 14. JURISDICTION

Jurisdiction lies with the competent Swiss courts, in first instance the Courts of the Canton of Zug.

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#### 15. **AMENDMENT**

No waiver by a Party or failure to enforce any of its rights hereunder shall be construed as a waiver to enforce other rights or the same right on future occasions.

No amendment, modification or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by the Party against which such amendment, modification or waiver is sought to be enforced.

#### 16. SEVERABILITY

The invalidity or unenforceability of any provision or any covenant of this Agreement in any jurisdiction shall not affect the validity or enforceability of such provision or covenant in any other jurisdiction or of any other provision or covenant hereof or herein contained and any invalid provision or covenant shall be deemed to be severable.

The Parties shall negotiate in good faith in order to replace the provision declared invalid or unenforceable with a new provision, valid and enforceable, which preserves the original intention of the Parties.

#### 17. **FURTHER ASSURANCES**

The Parties hereto agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent, including any kind of public Deed or official document which could be required according to the laws of Switzerland or to any other law applying to the Parties, to this Agreement or to the IP Rights.

#### 18. INDEPENDENT PARTIES

The Parties hereto are independent parties, and nothing in this Agreement shall be construed so as to constitute any Party as an agent, representative, or subordinate of the other Party.

#### 19. **HEADINGS**

The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement, or have any effect in the interpretation hereof.

> [SIGNATURE PAGE FOLLOWS. REMAINING OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS THEREOF**, the Parties hereto have caused this Transfer Agreement to be signed in two original copies, both of them being one and the same document, on the date and at the place set down below.

For Transferor:

Place and date:

AIR-E TE PATENT UG (HAFTUNGSBESCHRÄNKT)

Signed by Dr. Andreas Hey

Einzelveriretungsberechtigter Geschäftsführer

For Transferee:

Place and date: Zosel, 96 2016

**HTG Ventures AG** 

Signed by Jörn Severs

Delegate of the board of directors

# EXHIBIT 1: IP RIGHTS

# 1.1 Patents and Patent Applications

Coun- try	Name of applicant		Titel	Application number	Number of
DE	AIR-ELTEC PATENT (HAFTUNGSBESCHRÄNKT)	UG	Servierwagen zur Aufbereitung und Ausgabe von Getränken	10 2010 014 392.8	
wo	AIR-ELTEC PATENT (HAFTUNGSBESCHRÄNKT)	UG	Servierwagen zur Aufbereitung und Ausgabe von Getränken	PCT/DE2011/000182	WO 2011/124192
AU	AIR-ELTEC PATENT (HAFTUNGSBESCHRÄNKT)	UG	Servierwagen zur Aufbereitung und Ausgabe von Getränken	2011238219	
CA	AIR-ELTEC PATENT (HAFTUNGSBESCHRÄNKT)	UG	Servierwagen zur Aufbereitung und Ausgabe von Getränken	2 790 830	
CN	AIR-ELTEC PATENT (HAFTUNGSBESCHRÄNKT)	UG	Servierwagen zur Aufbereitung und Ausgabe von Getränken	201180009583.9	102762126A
ΕP	AIR-ELTEC PATENT (HAFTUNGSBESCHRÄNKT)	UG	Servierwagen zur Aufbereitung und Ausgabe von Getränken	11 718 254.3 - 1653	2 555 654
нк	AIR-ELTEC PATENT (HAFTUNGSBESCHRÄNKT)	UG	Servierwagen zur Aufbereitung und Ausgabe von Getränken	13109410.8	1181980
JР	AIR-ELTEC PATENT (HAFTUNGSBESCHRÄNKT)	UG	Servierwagen zur Aufbereitung und Ausgabe von Getränken	2013-0502997	P2013-524876
US	AIR-ELTEC PATENT (HAFTUNGSBESCHRÄNKT)	UG	Servierwagen zur Aufbereitung und Ausgabe von Getränken	13/581,336	US 2012/0318822
DE	AIR-ELTEC PATENT (HAFTUNGSBESCHRÄNKT)	UG	Getränkezubereitungsvorri chtung zum Einbau in eine Bordküche sowie Verfahren zu deren Betrieb	10 2014 119 286.9	
WO	AIR-ELTEC PATENT (HAFTUNGSBESCHRÄNKT)	UG	Getränkezubereitungsvorri chtung zum Einbau in eine Bordküche sowie Verfahren zuderen Betrieb	PCT/EP2015/078423	
DE	AIR-ELTEC PATENT (HAFTUNGSBESCHRÄNKT)	UG	Getränkezubereitungsvorri chtung für ein Fahrzeug sowie Verfahren zu deren Betrieb	10 2015 103 239.2	
DE	AIR-ELTEC PATENT (HAFTUNGSBESCHRÄNKT)	UG	Reinigungsvorrichtung sowie Verfahren zu deren Betrieb	10 2015 104 146.4	

#### 1.2 Trademarks and Trademark Applications

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