

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4090753

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LUMENSE, INC.	04/20/2016
RECEIVING PARTY DATA	
Name:	THE COCA-COLA COMPANY
Street Address:	ONE COCA-COLA PLAZA, N.W.
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30313
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	61940250
Application Number:	14622886
PCT Number:	US1515986
CORRESPONDENCE DATA	
Fax Number:	(404)853-8806
<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>	
Phone:	(404) 853-8926
Email:	jeremy.spier@sutherland.com
Correspondent Name:	JEREMY D. SPIER, ESQ.
Address Line 1:	999 PEACHTREE STREET, N.E.
Address Line 2:	SUITE 2300
Address Line 4:	ATLANTA, GEORGIA 30309-3996
ATTORNEY DOCKET NUMBER:	25040-5257
NAME OF SUBMITTER:	JEREMY D. SPIER
SIGNATURE:	/Jeremy D. Spier/
DATE SIGNED:	10/11/2016
Total Attachments: 5	
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Exhibit D

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is made and entered into as of [●], 2016 (the "Effective Date") by and between Lumense, Inc. a Delaware corporation ("Assignor"), and The Coca-Cola Company, a Delaware corporation ("Assignee").

WHEREAS, pursuant to that certain Intellectual Property Sale and Assignment Agreement (the "Purchase Agreement"), dated [●], 2016 between Assignor and Assignee, Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee all of Assignor's right, title, and interest in and to certain technology and intellectual property, including, without limitation, the Assigned Patents (as defined below); and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee and Assignee hereby accepts all of Assignor's right, title and interest in, to and under the issued patents and patent applications listed on Schedule A, including, without limitation (i) all reissues, divisionals, continuations, continuations-in-part, revisions, reexaminations, extensions, and counterparts (whether foreign or domestic) claiming priority to or based on any of the foregoing items, together with all patents issuing therefrom, (ii) all inventions and improvements claimed or described in any of the foregoing, including without limitation all rights of priority under International Conventions, Treaties, or Agreements, (iii) all rights to collect royalties and proceeds in connection with any of the foregoing (collectively (i)-(iii) above, the "Assigned Patents"), (iv) all rights to prosecute and maintain any of the foregoing, and (v) rights to sue and bring other claims for past, present and future infringement, misappropriation, or other violation of any of the foregoing and all rights to recover and retain damages (including attorneys' fees and expenses) or lost profits in connection therewith.
2. Recordation. Assignor hereby requests the United States Patent and Trademark Office Commissioner for Patents and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Assigned Patents. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.
3. Information and Assistance. Upon Assignee's reasonable request and without further compensation, Assignor shall execute, acknowledge, and deliver all the instruments and documents and shall take all the actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment. If Assignee is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register, or memorialize the assignment of any rights under any Assigned Patents as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully

permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Assigned Patents, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The Assignment shall become effective when each party has signed one or more counterparts, and delivered them (by facsimile or otherwise) to the other party.

6. Purchase Agreement Controls. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patents. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, or affect the rights of any person under the Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.


7. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution, or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

Lumense, Inc.


By: 

Name: Kenneth E. Johnson

Title: President


Address: 75 Fifth St NW, Suite 200

Atlanta, Georgia 30308

Acknowledged and Accepted: 

ASSIGNEE:

The Coca-Cola Company

By: 

Name: Chris Nolan

Title: VP & Treasurer

Address: _____

[Signature Page to Patent Assignment]

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NOTARIAL CERTIFICATE FOR SELLER'S SIGNATURE

UNITED STATES OF AMERICA)

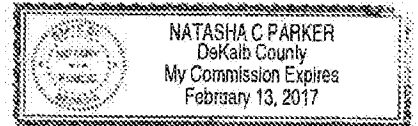
STATE OF GEORGIA : ss.:

CITY/COUNTY OF DeKalb)

I, Natasha C. Parker, the undersigned Notary Public do hereby certify that Kenneth E. Johnson, as President of Lumense, a Delaware corporation, who signed the foregoing Assignment document, was authorized on the 20th day of April 2016, to execute the foregoing Assignment document on behalf of Lumense, and to me acknowledged that he/she did sign the said document.

Natasha C. Parker

Notary Public



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PATENT

REEL: 039981 FRAME: 0738

Exhibit A

Certain Assigned Intellectual Property

US Patent Application No. 14/622,886, WO2015123622 titled Sensor for Continuous, Real-Time Monitoring of Carbon Dioxide for Chemical Contaminants, as well as any and all United States and foreign equivalents and counterparts thereof and all inventions claimed therein.

Any patent applications and issued patents that claim priority to such cases or to US Provisional Application No. 61/940,250 titled Sensor for Continuous, Real-Time Monitoring of Carbon Dioxide for Chemical Contaminants, as well as all rights to claim priority to the same.

All rights in or to any inventions related to the Field of Use that have been conceived by or for Seller prior to the Effective Date and the rights to file Patent applications in any jurisdiction for such inventions and to claim priority to the same.