

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4435870

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AEROSOL D.O.O.	10/30/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MAGEE SCIENTIFIC CORPORATION
<b>Street Address:</b>	1916A MARTIN LUTHER KING WAY
<b>City:</b>	BERKELEY
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94704
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14928979
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(510)280-2984
<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>	5108414711
<b>Email:</b>	svosen@phdpatents.com
<b>Correspondent Name:</b>	STEVEN R. VOSEN
<b>Address Line 1:</b>	1569 SOLANO AVE., #206
<b>Address Line 4:</b>	BERKELEY, CALIFORNIA 94707
<b>ATTORNEY DOCKET NUMBER:</b>	MAG.009US1
<b>NAME OF SUBMITTER:</b>	STEVEN R. VOSEN
<b>SIGNATURE:</b>	/Steven R. Vosen/
<b>DATE SIGNED:</b>	05/30/2017
<b>Total Attachments: 6</b>	
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**AEROSOL d.o.o.,**  
**Kamniška ulica 41,**  
**1000 Ljubljana, Slovenija**  
Matična št.: 2264382000  
Davčna št.: SI27060195  
ki jo zastopa: direktor raziskav in razvoja  
Griša Močnik  
(v nadaljevanju: prenosnik)

in

**MAGEE SCIENTIFIC CORPORATION,**  
**1916a Martin Luther King Jr. Way,**  
**Berkeley CA 94704, ZDA**  
ki jo zastopa A.D.A. Hansen, President  
(v nadaljevanju: pridobitelj)

skleneta naslednji

## **SPORAZUM O PRENOSU PRAVIC IZ IZUMA**

### 1. člen

Stranki uvodoma ugotavljata, da je:

- prenosnik s sklenitvijo Sporazuma o pravicah iz izuma z dne 30.10.2015, ki ga je sklenil z delavcem Grišo Močnikom, pridobil pravice do neposrednega službenega izuma »metoda za avtomatično diagnosticiranje delovanja in kalibracijo fotometričnega analizatorja delcev - METHOD FOR AUTOMATIC PERFORMANCE DIAGNOSIS AND CALIBRATION OF A PHOTOMETRIC PARTICLE ANALYZER«,
- da je prenosnik izključni imetnik vseh materialnih in drugih avtorskih pravic iz prej navedenega izuma in da ni nobenih pravnih ali dejanskih ovir, ki bi omejevale njegove pravice do razpolaganja s temi pravicami,

**AEROSOL d.o.o.,**  
**Kamniška ulica 41,**  
**1000 Ljubljana, Slovenija**  
Reg. No.: 2264382000  
VAT no.: SI27060195  
Represented by: Director of Research  
and Development Griša Močnik  
(Assignor)

and

**MAGEE SCIENTIFIC CORPORATION,**  
**1916a Martin Luther King Jr. Way,**  
**Berkeley CA 94704, USA**  
Represented by A.D.A. Hansen,  
President  
(Assignee)

Conclude the following

## **AGREEMENT ON TRANSFER OF RIGHTS TO AN INVENTION**

### Article 1

The parties agree that:

- the Assignor has concluded a transfer agreement on 30 Oct 2015 with Griša Močnik and hence acquired the rights to the invention METHOD FOR AUTOMATIC PERFORMANCE DIAGNOSIS AND CALIBRATION OF A PHOTOMETRIC PARTICLE ANALYZER,
- the Assignor is the sole proprietor of the said invention in that there are no legal or other reasons that would limit the Assignor's ability to transfer the rights to the invention,

[cont. on next page]

- da sta pogodbeni stranki zainteresirani za prenos vseh pravic do prej navedenega izuma na pridobitelja, v zvezi s čimer sklepata ta sporazum o prenosu pravic,
- da ima pridobitelj namen pravice do izuma zavarovati s prijavo pred ameriškim patentnim uradom (USPTO).
- the parties to the agreement are interested for the transfer of all rights to the said invention to the Assignee with this Agreement,
- that the Assignee intends to protect the invention by filing an application at the United States Patent Office (USPTO).

## 2. člen

Prenosnik proda in prenese vse sebi lastne materialne pravice ter upravičenja do izuma, tj. »metode za avtomatično diagnosticiranje delovanja in kalibracijo fotometričnega analizatorja delcev - METHOD FOR AUTOMATIC PERFORMANCE DIAGNOSIS AND CALIBRATION OF A PHOTOMETRIC PARTICLE ANALYZER«.

Prenosnik in pridobitelj se s tem sporazumom dogovorita, da se prenos opravi za plačilo kupnine v znesku 20.000 EUR (v navedenem znesku ni vključen DDV).

Prenosnik in pridobitelj sta sporazumna, da se plačilo dogovorjene kupnine izvrši v roku 15 dni po objavi patenta ali potrditvi patentne prijave s strani patentnega urada Združenih držav Amerike (USPTO) ali po vložitvi »Terminal disclaimer« na USPTO. Prenosnik bo po prej navedenem izpolnjenem pogoju pridobitelju izstavil ustrezen račun.

## 3. člen

Prenosnik s podpisom tega sporazuma podaja izrecno soglasje, da pridobitelj opravi prijave izuma pred pristojnim patentnim uradom v ZDA in bo tudi podpisal vse dokumente, ki so glede na ureditev varovanja intelektualne lastnine v ZDA potrebni za zaščito pravic do izuma.

## Article 2

The Assignor sells and transfers all own material rights and exploitation to the invention METHOD FOR AUTOMATIC PERFORMANCE DIAGNOSIS AND CALIBRATION OF A PHOTOMETRIC PARTICLE ANALYZER.

The Assignor and the Assignee agree with this agreement, that the transfer is concluded with the payment of the price 20,000 EUR (not including the value added tax).

The Assignor and the Assignee agree that the payment of the price is executed within 15 days of the publication of the patent, or allowance of the patent application or the filing of the "Terminal Disclaimer" to the USPTO. The Assignor will issue at this time the appropriate invoice to the Assignee.

## Article 3

The Assignor gives explicit consent by signing this document, that the Assignee concludes all necessary activities to protect the invention at the USPTO, and will sign all necessary documentation to protect the intellectual property for the protection of the invention in the USA.

4. člen

Vse spore iz te pogodbe bosta pogodbeni stranki primarno skušali rešiti sporazumno s pisnim dogovorom.

V kolikor to ne bo mogoče, velja določilo 103. čl. ZS o krajevni izključni pristojnosti Okrožnega sodišča v Ljubljani.

5. člen

Sporazum stopi v veljavo z dnem podpisa obeh pogodbenih strank.

Sporazum je napisan v slovenščini in angleščini. V primeru neskladja med slovenskim originalom in angleškim prevodom je veljaven slovenski original.

Sporazum je napisan v dveh (2) enakih izvodih, od katerih vsaka stranka prejme en (1) izvod.

Article 4

The parties will primarily try to resolve all issues together with an agreement.

If this proves to be impossible, the jurisdiction lies in accordance with Article 103. Of ZS with the court in Ljubljana: Okrožnega sodišča v Ljubljani.

Article 5

The Agreement enters into force with the date of signing of both parties.

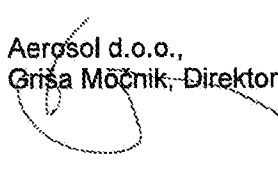
The Agreement is written in Slovenian and English. In case of differences between the Slovenian original and the English translation, the Slovene original is valid.

The Agreement is concluded in 2 copies of which each party get one copy.

Ljubljana, 30. 10. 2015 / 30 October 2015

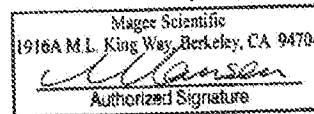
Prenosnik / Assignor:

Aerosol d.o.o.,  
Griša Močnik, Direktor razvoja in raziskav



Pridobitelj / Assignee:

MAGEE SCIENTIFIC CORPORATION  
A.D.A. Hansen, President



Se strinjam / I agree  
Predstavnik lastnika / Owner's  
representative,  
Magee Scientific UK,  
A.D.A. Hansen





**AEROSOL d.o.o.,  
Kamniška ulica 41,  
1000 Ljubljana, Slovenija**

Matična št.: 2264382000  
Davčna št.: SI27060195

ki jo zastopata: direktor raziskav in  
razvoja Griša Močnik in konsultativni  
direktor A.D.A. Hansen  
(v nadaljevanju: prenosnik)

in

**MAGEE SCIENTIFIC CORPORATION,  
1916a Martin Luther King Jr. Way,  
Berkeley CA 94704, ZDA**

ki jo zastopa A.D.A. Hansen, President  
(v nadaljevanju: pridobitelj)

skleneta naslednji

## **ANEKS ŠT. 1 K SPORAZUMU O PRENOSU PRAVIC IZ IZUMA**

### 1. člen

Stranki uvodoma ugotavljata, da sta dne 30.10.2015 sklenili Sporazum o prenosu pravic do izuma »Metoda za avtomatično diagnosticiranje delovanja in kalibracijo fotometričnega analizatorja delcev - METHOD FOR AUTOMATIC PERFORMANCE DIAGNOSIS AND CALIBRATION OF A PHOTOMETRIC PARTICLE ANALYZER«, v zvezi s katerim sta predvideli, da bo podana prijava izuma pred ameriškim patentnim uradom. .

### 2. člen

Stranki sporazuma soglasno ugotavljata, da je bila prej navedena prijava podana dne 30.10.2015 in da se prijava izuma vodi pred ameriškim patentnim uradom, pod »Serial Number: 14/928,979, Docket No. MAG.009US1«.

**AEROSOL d.o.o.,  
Kamniška ulica 41,  
1000 Ljubljana, Slovenija**

Reg. No.: 2264382000  
VAT no.: SI27060195

Represented by: Director of Research  
and Development Griša Močnik  
(Assignor)

and

**MAGEE SCIENTIFIC CORPORATION,  
1916a Martin Luther King Jr. Way,  
Berkeley CA 94704, USA**

Represented by A.D.A. Hansen,  
President  
(Assignee)

Conclude the following

## **ANNEX #1 to the AGREEMENT ON TRANSFER OF RIGHTS TO AN INVENTION**

### Article 1

The parties conclude that they have concluded an Agreement on the transfer of rights to the invention METHOD FOR AUTOMATIC PERFORMANCE DIAGNOSIS AND CALIBRATION OF A PHOTOMETRIC PARTICLE ANALYZER on 30 September 2015, which has been intended to be protected with a patent application at the US Patent Office (USPTO).

### Article 2

The parties agree that the said application was filed on 30 September 2015 and that the application has been assigned the Serial Number: 14/928,979, Docket No. MAG.009US1 at the USPTO.

3. člen

Vsa ostala določila sporazuma ostajajo nespremenjena.

Sporazum je napisan v slovenščini in angleščini. V primeru neskladja med slovenskim originalom in angleškim prevodom je veljaven slovenski original.

Aneks se sklepa v dveh (2) enakih izvodih, od katerih vsaka stranka prejme en (1) izvod.

Article 3

All other provisions of the Agreement remain unchanged.

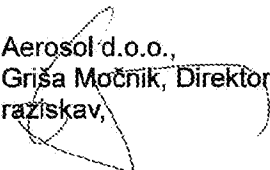
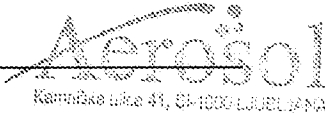
This Annex is written in Slovenian and English. In case of differences between the Slovenian original and the English translation, the Slovene original is valid.

The Annex is concluded in 2 copies of which each party get one copy.

Ljubljana, 5. 5. 2017 / 5 May 2017

Prenosnik / Assignor:

Aerosol d.o.o.,  
Griša Močnik, Direktor razvoja in  
raziskav,

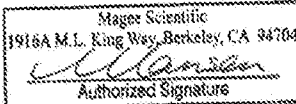
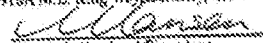
  
  
Kamniška ulica 31, SI-1000 LJUBLJANA

Aerosol d.o.o.,  
A.D.A. Hansen, Konsultativni direktor



Pridobitelj / Assignee:

MAGEE SCIENTIFIC CORPORATION  
A.D.A. Hansen, President

  
MAGEE SCIENTIFIC  
1918A M.L. King Way, Berkeley, CA 94704  
  
Authorized Signature