

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
ZYLUM BETEILIGUNGSGESELLSCHAFT MBH & CO. PATENTE II KG WG. PATENTEFONDS I.L.	12/17/2015
RECEIVING PARTY DATA	
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9011640
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NAME OF SUBMITTER:	GEORGE A. COURY
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DATE SIGNED:	01/11/2019
Total Attachments: 8	
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Patent Purchase and Assignment Contract

between

ZYLUM Beteiligungsgesellschaft mbH & Co. Patente II KG wg. Patentfonds i.L., Berliner
Strasse 1, 12529 Schönefeld, Germany

- hereinafter referred to as "**Seller**" -

and

Klinge Golfkarton C. V., Industrieweg Oost 23 66NE Elst Gld

- hereinafter referred to as "**Buyer**" -

The Seller and the Buyer are sometimes referred to collectively as "Parties" and individually as a "Party" in this Contract.

Preamble

The Seller is an investment company which has conducted business with the acquisition, improvement and exploitation of patents and other property rights. The Seller is the sole holder of the property rights listed in Annex 1. In order to conclude the procedure of Liquidation, the Seller intends to sell, assign and transfer to the Buyer the property rights listed in Annex 1. The Buyer intends to purchase said property rights.

Now, therefore, the Parties have agreed the following:

Section 1 Definitions

For the purposes of this Contract, the following terms have the meanings attributed to them below:

Contract means this Patent Purchase and Assignment Contract including any and all annexes.

Property Rights means the patents listed in Annex 1 as well as the applications for these rights which are listed therein exhaustively.

Section 2 Sale, Assignment and Transfer

1. **Sale, Assignment and Transfer of the Property Rights:** The Seller hereby sells, assigns and transfers the Property Rights to the Buyer in consideration of the payment by the Buyer of the Purchase Price as set forth in Section 3 Subsection 1 below. The Buyer hereby purchases and accepts the assignment and transfer of the Property Rights. The sale, assignment and transfer of the Property Rights to the Buyer shall be effective upon the Buyer's payment of the Purchase Price pursuant to the provisions of Section 3 below.
2. **Provision of Documents:** The Seller undertakes to hand over to the Buyer in digitized form all documents available in the digital data room for the assignment and transfer of the Property Rights to the Buyer and to make all statements necessary in the form required by law towards the competent authorities. The provision of the digitized documents and the making of the necessary statements shall be carried out upon the full payment of the Purchase Price by the Buyer. Upon the Seller's providing all digitized documents and making all statements necessary for the assignment and transfer of the Property Rights, the Buyer undertakes to immediately initiate the process to effectuate the assignment and transfer of the Property Right.

The Parties put it straight that the Buyer has gained access to the digital data room and could exhaustively review and examine the documents, in particular the Licence Agreements.

Section 3 Purchase Price

1. **Amount:** The purchase price (hereinafter referred to as the "Purchase Price") for the sale, assignment and transfer of the Property Rights in accordance with Section 2 Subsection 1 above shall amount to a total of €. Fifty percent of the Purchase Price will be paid for the Property Rights in Section 1 of Annex 1, twenty-five percent of the Purchase Price will be paid for all other Property Rights and twenty-five percent of the Purchase Price will be paid for the Know-how.
2. **Payment:** The Purchase Price shall be due within ten days upon the effective date of this Contract.
3. **Taxes:** Any and all amounts payable under this Contract are understood to be exclusive of the statutory value-added tax, if applicable. The VATIN and/or tax number of the Buyer is . The VATIN and/or tax number of the Seller is .
4. **Bank Details:** All payments in accordance with Section 3 Subsection 1 of this Contract shall be made by the Buyer at their own expense to the bank account of the Seller Nr. Deutsche Bank Berlin, IBAN , unless the Seller informs the Buyer in writing of different bank details.
5. **Setoff, Right of Retention:** Setoff and retention rights of the Buyer shall be excluded unless claims of the Buyer are accepted by the Seller or have been legally established.

Section 4 Warranty

1. **Power of Disposition:** The Seller represents and warrants that the Seller is the sole holder of the contractual Property Rights and the Seller is exclusively authorized to dispose of the Property Rights.
2. **Third Party Rights:** At the time of entering into this Contract the Seller is not aware of any third party rights with the exception of the existing non-exclusive licenses granted solely for the purposes of research and teaching and the existing Licence Agreements impairing the effectiveness of the Property Rights and shall therefore neither be liable in the event that any third party rights with the exception of the existing licenses and the Licence Agreements interfere with the effectiveness of the Property Rights nor with regard to the success of current applications of the Property Rights. According to Section 2 Subsection 2 the Seller provides the Buyer with all digitized communication and documents accessible in the digital data room reflecting the Seller's secured state of knowledge with reference to the respective states of the technology and the submitted objections against it. The Seller assures that these digitized communication and documents in the digital data room equate to the Seller's state of knowledge at the time of entering in to the Contract and that the Seller has no further knowledge of other impairing third party rights.
3. **Other material defects and defects in title:** The Seller does not assume any liability for any other material defects and defects in title. The Seller shall in particular not be liable for the technical usability and capability of the contractual property rights, their scope of protection and/or their economic exploitability.
4. **Product Liability:** Production, usage and distribution of any and all products which are produced in the context of the execution of the Property Rights obtained under this Contract, shall be carried out under the sole responsibility of the Buyer.
5. **Warranty Period:** Warranty rights must be asserted by the Buyer against the Seller in writing within six months upon assignment and transfer of the Property Rights to the Buyer.

Section 5 Legal Consequences in the event of warranty claims

1. **Warranty Claim:** The Seller conclusively indemnifies the Buyer, subject to the provisions of this Section 5, for all damages which the Buyer suffers due to the Seller's breach of the warranties as set forth in Section 4 above.
2. **Cooperation of the Buyer:** The indemnification shall be provided under the condition that the Buyer
 - (a) immediately informs the Seller of any enforcement of rights by any third party; and
 - (b) in the event of judicial or extra-judicial enforcement of rights by any third party,

- (i) lets the Seller take the control on further proceedings, including but not limited with regard to legal defence;
 - (ii) provides the Seller with all information necessary for the legal defence; and
 - (iii) does not arrange any judicial or extra-judicial settlements with the third party with regard to the claims asserted and makes no acknowledgements or other declarations towards the third party.
3. **Rights of the Buyer:** In the event that the Seller breaches any representation or warranty made in Section 4 above, the Seller shall be entitled to remediate the defect of title by supplementary performance, including but not limited to the procurement of the necessary licence at their own expense. If the Seller refuses such a supplementary performance or if the supplementary performance is not satisfactory to the Buyer, the Buyer may request the indemnification from any third party claims up to the amount of the liability limitation in accordance with Section 5 Subsection 4 below. The right of the Buyer to reduce the purchase price or to withdraw from the Contract remains unaffected by this. Further claims by the Buyer, regardless of the legal reason, shall not exist unless they are permitted by law.
4. **Limitation of Liability:** The Seller's liability under this Contract on whatsoever legal grounds is limited to a total amount of the Purchase Price. This limitation of liability shall not apply in the event of intent.

Section 6 Costs

1. **Cost for the Transfer:** The Buyer shall bear the costs for the transfer of the Property Rights, including the proven costs for the statements of the Seller in accordance with Section 2 Subsection 2 (e.g. costs for translations and for the notary).
2. **Granting and Maintenance:** Furthermore, the Buyer shall be obliged to indemnify the Seller against all fees and costs becoming due after the effective date of this Contract for the granting and maintenance of the Property Rights.

Section 7 Confidentiality

1. **Confidentiality obligation:** Each Party shall be obliged to treat confidential the information and know-how – among others of technical, commercial or organisational nature – confidential which they receive from the other Party in the course of the execution of the Contract. A utilization of this information shall only be permitted insofar as it is necessary for the execution of this Contract. The same applies for the forwarding of such information to any third parties. This obligation to only use the information to the above described extent must also be imposed on all employees of each Party and any third parties to which such information should be made available.

2. **Exceptions:** This confidentiality obligation does not apply for information
- (a) for which a Party can prove that they have it has lawfully received the information from third parties which they themselves have received lawfully under no confidentiality obligation;
 - (b) for which it can be proven that it was already publicly known before the conclusion of the Contract or that it became publicly known afterwards without any violation of the obligations contained in this Contract;
 - (c) for which it can be proven that a Party has developed it independently; and
 - (d) which has to be disclosed due to compulsory statutory or regulatory regulations. A Party will inform the other Party of this immediately after becoming aware of this.

Section 8 Miscellaneous

1. **Effective date:** This Contract becomes effective as soon as it has been signed by both Parties.
2. **Choice of law:** This Contract is subject to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods and the conflict of law rules of the International Private Law shall not apply.
3. **Place of Performance:** The place of performance shall be the place of business of the Seller.
4. **Jurisdiction:** The exclusive jurisdiction for all disputes arising from or in connection with this Contract and its execution shall be Berlin.
5. **Written Form Requirement:** Side agreements have not been concluded. Changes and additions to this Contract require a written form in order to be effective. The same applies for a waiver of the written form requirement.
6. **Severability Clause:** If one or more of the above provisions are or become ineffective, this shall not affect the validity of the remaining provisions of the Contract. An ineffective provision will be automatically replaced by a provision which comes closest to the original economic intent and purpose of the ineffective provision. The same applies in the event of a loophole.
7. **Annexes:** The following annex forms a part of this Contract:

Annex 1 – Property Rights

Annex A

The Annex to this Contract forms an integral part of this Contract. In the event of any discrepancies, the provisions of this Contract shall prevail the provisions of the Annex.

Seller

Schönfeld, 17.12.2015

Place / date

(Becker)

Schink

Name

[Signature]

Signature

Buyer

Benshablen 10.12.2015

Place / date

Dr. Matthias Römer

Name

[Signature]

Signature

Klinge Golfkarton C.V.

