

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5358299

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
COMPOSITE CONCEPTS COMPANY	02/12/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	THERMOCOMPACT
<b>Street Address:</b>	181 ROUTE DE SARVES
<b>City:</b>	METZ-TESSY
<b>State/Country:</b>	FRANCE
<b>Postal Code:</b>	74370
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8067689
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(610)407-0701
<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>	
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<b>ATTORNEY DOCKET NUMBER:</b>	DEB-00001
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER H. BLASZKOWSKI 61461
<b>SIGNATURE:</b>	/christopher blaszkowski/
<b>DATE SIGNED:</b>	02/04/2019
<b>Total Attachments: 6</b>	
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Partial sale of epsilon patent and Co-Ownership agreement

This AGREEMENT (this "Agreement") is effective as of January 1, 2014 (the "Effective Date"), by and among COMPOSITE CONCEPTS COMPANY, an Ohio corporation whose registered offices are located at 7697 Innovation Way, Suite 200, Mason OH 45040 (the "Seller"), and THERMOCOMPACT, a French corporation with a shared capital of 5 142 852.39 € registered under N° 403 038 037 in Annecy court, with its head office located 181 route de Sarves, Metz-Tessy, France (the "Purchaser").

**Background**

Thermocompact is a main manufacturer of EDM wire. CCC is a R&D center specialized on EDM wires.

Seller desires to share and Purchaser desires to use US Patent No. 8,067,689 , Canadian Patent Applications No. CA 2659224 and CA 2556000, €, European Patent Application No. 2 005 343 A2 (together, the "Patents") and all other intellectual property related thereto of Seller related to electronic discharge machining wire, all as more particularly described in this Agreement.

NOW THEREFORE, in consideration of the representations, warranties and covenants contained in this Agreement and other consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1: Assignment

Seller hereby assigns to Purchaser 50% of the Patents for a fixed price of \$150,000 USD. Concurrently with execution of this Agreement by the parties hereto, Purchaser shall pay the \$150,000 purchase price to Seller by wire transfer of funds to the account designated by Seller. The Patent interest assigned under this Agreement is assigned on an 'as-is, where-is and with all faults' basis. Seller makes no representations or warranties with respect to the Patents, except as otherwise expressly stated herein, and all such other warranties (including any implied by law) are hereby expressly disclaimed.

Article 2: Percentage of interest

Upon the execution and delivery of this Agreement and the Purchaser's payment of the purchase price in accordance with Article 1 above, the Parties to this Agreement shall then be the **equal owners** of all legal rights in the Patents described above and the percentage ownership interests of the Parties will be 50% - 50%. Unless otherwise agreed: (a) all subsequent income derived from licensing to third parties shall be apportioned according to these percentage interests; and (b) any subsequent costs, expenses or liabilities relating to the Patents which the parties hereto mutually agree to incur (or have preapproved), shall also be apportioned by the same percentage interests. Notwithstanding the foregoing, the Parties expressly agree that CCC's license of the Patents to STAMM shall not be subject to this Agreement, and that any license fees and/or royalties payable to CCC from STAMM shall remain with CCC and shall not be subject to the 50%/50% split provided for above. In the event any Party is not willing or able to contribute a proportionate share for any subsequent cost or expense for any Patent and such costs or expenses are reasonable and necessary for the preservation of the Patents, then the amount not contributed shall be deducted or offset from the royalties and/or license fees due to the non-contributing Party so that the contributing Party is made whole. In the event of any such deduction or offset, the deducting or offsetting Party shall provide a complete and accurate accounting to the non-contributing Party of both the



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additional costs and expenses incurred by the contributing Party (i.e. those which should have been paid by the non-contributing Party) and of the royalties or license fees which the contributing Party is deducting or offsetting from the amounts otherwise due to the non-contributing Party.

Article 3: Decision-making.

Each Party shall have the right to participate in the decisions regarding the Patents, including decisions regarding exploitation, protection and enforcement of legal rights associated with Patents. As the ownership is equal between the two companies all decisions require unanimity.

All decisions shall be made promptly. If a decision requires some time to contemplate (for example, an offer to license, a decision by one Party to manufacture), the Parties may agree to postpone a decision for a period of up to 30 days maximum. In the event of a deadlock between the Parties with respect to a decision to be made under this Article 3, then the following provisions shall apply: (i) each Party shall be permitted to use and exploit the Patents for themselves, provided however, that the Party using the Patent(s) shall account to the other Party for such use and pay the applicable royalties to the other Party in accordance with the provisions of Article 5 hereof; (ii) no license of any Patent may be granted unless both Parties have consented to such license; and (iii) in any case where the Parties are unable to agree upon the enforcement of a Patent against an alleged third party infringement, then the Party seeking to bring such enforcement action may do so if it is permitted to bring such action under the laws of the country in which enforcement is sought, provided however, that such Party seeking such enforcement shall be solely responsible for the cost and expenses of such enforcement action and provided further that any monetary recovery from the third party infringer shall be retained by the Party which brought the enforcement action and shall not be shared between the Parties.

Article 4: Patent maintenance costs

Thermocompact shall be the administrative company responsible for IP administration, filings with government authorities (e.g., the USPTO) and general regulatory matters. Subject to the other terms of this Agreement, Thermocompact shall be reimbursed for its approved costs and expenses reasonably incurred in the administration of the Patents and for all registration fees.

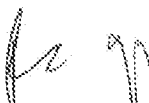
Article 5: Co-Owners' Rights to Manufacture and Sell.

Provided that each Party pays the royalties due to the other in accordance with the terms of the Agreement, Purchaser and/or its subsidiaries or Affiliates may make, sell or use any product embodying the Invention of the Patents (or any portion of the Invention) and Seller and/or its subsidiaries or Affiliates may sell any product embodying the Invention of the Patents (or any portion of the Invention), whoever manufactured it.

Both Thermocompact and CCC will pay to the co owner a royalty in the amount of \$0.10 (ten cents) per pound for any pound produced/sold by such Party (or any of their Subsidiaries or Affiliates) in the countries where the patent is registered.

The amount produced and/or sold must be declared quarterly by the end of the following month and paid 30 days after issuance of the invoice or the date of such declaration. For the purposes of this Agreement, an "Affiliate" of a Party shall include the Party's parent entity(ies) and owners, as well as also any sister-company(ies) under common ownership with the Party.

Any license of a Patent to third party must be approved by both parties to this Agreement, and signed jointly by both Parties, provided however, that either Party may be given authority from the other Party to execute mutually approved license agreements.

  
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Article 6: Improvements, Revisions

Each Party to this Agreement shall share, according to the proportions set forth in this Agreement, in any revenue derived from improvements or revisions of the Invention of the Patents provided that each Party shall have made a good faith attempt to consult, contribute or otherwise make themselves available for services on such improvements, or revisions of the Invention. In the event that any Party refuses to participate in any work resulting in an improvement or revision of the Invention, revenues derived from such improvements or revisions shall be distributed on a pro rata basis among the contributing Parties to the extent of their contributions, provided however, that the Parties shall have mutually agreed upon such apportionment of revenues and the amount of the revenues which are derived from the improvements or revisions (as opposed to the original Patents themselves).

Article 7: Infringements

- 7.1 Upon becoming aware of such matters, the Parties shall inform each other, without delay:
- of any act realized by a third party which could be deemed as an infringement act of the co-owned Patents;
  - of any claim or action initiated by a third party considering that the exploitation of the results derived from the common research executed by the Parties is an infringement of its rights;
  - of any other adverse action concerning the ownership of the co-owned Patents.
- 7.2 The Parties will consult each other in order to determine a strategy and course of action concerning any of the actions described in Article 7.1 above, and will exchange and provide any such document, information, or approval/authorization which is reasonably necessary for the implementation and carrying out of said strategy or course of action.
- 7.3 With respect to any actual or alleged third party infringement, the Parties shall mutually agree as to whether or not they will contest or challenge such third party infringement. If, after the Parties have conferred in good faith, they are unable to agree upon whether to contest or challenge an actual or alleged third party infringement, one Party may independently act to contest the infringement pursuant to the provisions of Section 7.6 below.
- 7.4 If yes, one of the two Party shall be chosen and named responsible to execute said decision and will receive a full power from the other Party to act accordingly including to settle the case on an amicable basis; the Administering Party will act on its behalf and that of the other Party. The other Party undertakes to give full assistance to the Administering Party upon its request.
- 7.5 Unless otherwise agreed upon by the Parties, the cost of any action according to Article 7.3 above and initiated according to Article 7.2 above shall be shared equally between the Parties.
- 7.6 In case only one Party is willing to initiate any action according to Article 7.3 above, said Party will bear all the cost related to said action and will receive all benefit from said action; the other Party shall provide reasonable assistance and any such approvals or authorizations which are reasonably necessary for the other Party to carry out the action against the infringement.

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7.7 The Party initiating any action according to Article 7.3 above shall keep informed the other Party, on a regular basis, of the development and, if any, of the conclusion, either through the decision of a court or through an amicable settlement, of said action.

Article 8: Term and Termination

Either party may, but in no event shall either be obligated to, abandon its rights to and partial ownership of the Patents upon providing six (6) months written notice to the other Party. In the event that either Party does abandon its rights, that Party shall forfeit and cede any claim to any royalties and/or license fees earned on the Patents after the date of abandonment (provided however that all royalties and license fees earned prior to the date of actual abandonment shall be paid to the abandoning Party). Upon abandonment, the abandoning Party shall no longer be obligated to contribute to the costs and expenses of maintaining the Patents (provided however that monies due and payable prior to the abandonment shall be paid in full). Upon abandonment, the Parties shall cooperate and act in good faith to transfer record ownership to the non-abandoning Party, and each shall execute such documents and assignments as may be appropriate.

Nothing herein will be construed to release either Party of any obligation matured prior to the effective date of termination. Notwithstanding the termination or expiration of this Agreement, all rights, obligations, and/or remedies that accrued prior to such termination or expiration shall survive such termination or expiration and any provisions of this Agreement that by their terms anticipate survival shall survive the termination or expiration of this Agreement.

Article 10: Mutual Indemnity

Each Party will indemnify, defend and hold the other Party, its officers, directors, employees, affiliates, agents, successors and permitted assigns, harmless against any liability for any claims brought against the other Party arising out of the negligent acts, negligent omissions or intentional misconduct of the indemnifying Party or its officers, directors, employees, affiliates, agents or subcontractors, under this Agreement, except to the extent caused by the negligence or intentional misconduct or omission of the party seeking indemnification.

Except in the case of fraud or intentional misconduct, neither party shall be liable to the other Party (or to any indemnified party) for punitive damages.

Article 10: Disputes

This Agreement (and any and all related agreements executed pursuant hereto) shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, United States of America, without regard to the principles of conflict of laws, except that the federal laws of the United States of America shall apply to the extent that the laws of the State of New York are preempted thereby; provided, however, that the United Nations Convention on Contracts for the International Sale of Goods shall not apply. The parties agree that any legal action or proceeding brought to enforce an arbitration award rendered pursuant to the terms of this Agreement shall be instituted in the courts of the State of New York or in the courts of the United States of America located in the Southern District of New York. By executing this Agreement, the Parties irrevocably consent to the jurisdiction of such courts. Each Party waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court, as well as any right that either Party may now or hereafter have to remove any such action or proceeding, once commenced, to another court on the grounds of *forum non conveniens* or otherwise, or to remove an action brought in state court to a court of the United States of America.



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Any controversy or claim arising out of or relating to this Agreement (and any and all related agreements executed pursuant hereto), or the breach thereof, shall be determined by arbitration administered by the American Arbitration Association in accordance with its International Arbitration Rules. The arbitration shall take place in New York, New York or as otherwise agreed to by the parties. Notwithstanding the foregoing provisions for arbitration of disputes, either party may apply to a court of competent jurisdiction for immediate equitable relief pending the arbitration proceedings. All arbitration proceedings and filings shall be conducted in the English language. Both parties expressly agree that the arbitrators are not empowered or authorized to award exemplary or punitive damages and each party irrevocably waives any claim for such damages. The parties expressly agree that a judgment may be immediately entered upon the award and enforced.

Article 11: Miscellaneous

Neither party may assign (by merger, consolidation or otherwise) any part of this Agreement or its rights hereunder without the other party's prior written consent. All of the provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.


In case any one or more of the provisions of this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

This Agreement (and any and all related agreements executed pursuant hereto) may be executed in counterparts, which shall each be deemed an original, but all of which together shall constitute the same instrument. Delivery of an executed counterpart of this Agreement (and any and all related agreements executed pursuant hereto) by facsimile or similar electronic transmission shall be equally effective as delivery of an original manually executed counterpart. Any party delivering an executed counterpart by facsimile or similar electronic transmission shall also deliver an original manually executed counterpart, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of such instrument. The parties may also execute or sign this Agreement (and any and all related agreements executed pursuant hereto) and any subsequent amendments and/or supporting documents by electronic signature where such signatures are considered valid under applicable law. For this purpose, "electronic signature" means an electronic symbol or text attached to or logically associated with the document to be executed or adopted by a person with the intent and authority to sign such document and shall contain textual or other indication that the party is signing such document. Execution of this Agreement (and any and all related agreements executed pursuant hereto) or any subsequent amendment by electronic or any other form of legal signature shall constitute agreement to be bound by the terms thereof.



IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates stated below, but effective as of the Effective Date set forth above.

**COMPOSITE CONCEPTS COMPANY**, an Ohio (USA) corporation

Signature:  Title: Chairman Dated: 2/12/14  
Name: Ramesh Malhotra

**THERMOCOMPACT**, a French corporation

Signature:  Title: Directeur General Dated: 2/12/14  
Name: Gilles Mollard

*Signature Page to the Partial sale of Partial sale of epsilon patent and Co-Ownership agreement*

