

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5549408

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RONJIT K. BASAK-SMITH	03/27/2017
JACOB NELSON	03/01/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SANA PACKAGING, LLC
<b>Street Address:</b>	2915 BASELINE RD.
<b>Internal Address:</b>	APT. 130
<b>City:</b>	BOULDER
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80303
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29648116
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(504)585-3801
<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>	5045853821
<b>Email:</b>	gummer@carverdarden.com
<b>Correspondent Name:</b>	EMILY L. GORDY
<b>Address Line 1:</b>	1100 POYDRAS STREET
<b>Address Line 2:</b>	SUITE 3100
<b>Address Line 4:</b>	NEW ORLEANS, LOUISIANA 70163
<b>ATTORNEY DOCKET NUMBER:</b>	21997
<b>NAME OF SUBMITTER:</b>	JONETTE D. BROWN
<b>SIGNATURE:</b>	/Jonette D. Brown/
<b>DATE SIGNED:</b>	05/31/2019
<b>Total Attachments: 7</b>	
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## TECHNOLOGY ASSIGNMENT AGREEMENT

This **TECHNOLOGY ASSIGNMENT AGREEMENT** (this “**Agreement**”), dated March 27, 2017, is between Sana Packaging, LLC, a Colorado limited liability company (the “**Company**”), and Ronjit K. Basak-Smith (“**Assignor**”).

### **1. ASSIGNMENT OF TECHNOLOGY.**

**1.1 Conveyance of Technology.** Assignor hereby irrevocably assigns, sells, transfers and conveys to the Company all rights, title and interest, on a worldwide basis, in and to the technology described in **Exhibit A**, attached hereto, and all related improvements, inventions, formulae, ideas, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by Assignor alone or together with others on or prior to the date of this Agreement, including, without limitation, any and all applicable copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract and licensing rights, or other intellectual property rights in connection therewith (“**Technology**”) as well as any royalties payments or other contractual rights relating to the Technology that the Assignor may be entitled to or currently possess. In consideration for such transfer of the Technology, and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Company shall grant to Assignor the shares of the Company’s capital stock described in, and upon such terms and conditions as described in, the Founder’s Stock Subscription Agreement, of even date herewith, between the Company and Assignor (“**Payment**”). Assignor hereby acknowledges that Assignor retains no right to use the Technology and agrees not to challenge the validity of the Company’s ownership of the Technology.

**1.2 Instruments of Conveyance and Transfer.** Upon each request by the Company, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts at the Company’s expense as the Company may deem necessary or desirable to procure, maintain, perfect and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Technology assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, trademarks, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Technology, in the Company’s name and for the Company’s benefit. In the event the Company is unable for any reason, after reasonable effort, to secure Assignor’s signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints the Company and the Company’s duly authorized officers and agents as Assignor’s agent and attorney in fact, which appointment is coupled with an interest, to act for and in Assignor’s behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Technology assigned hereunder.

**1.3 Transfer of Tangible Items.** Assignor further agrees to deliver to the Company upon execution of this Agreement any and all tangible manifestations of the Technology, including, without limitation, all notes, records, files and tangible items of any sort in Assignor’s

possession or under Assignor's control relating to the Technology. Such delivery shall include all present and predecessor versions. In addition, Assignor agrees to provide to the Company, from and after the execution of this Agreement and at the expense of the Company, competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Technology.

## **2. REPRESENTATIONS AND WARRANTIES.**

**2.1 General.** Assignor represents and warrants to the Company that to the best of Assignor's knowledge (a) Assignor is the sole owner of the Technology and has full and exclusive right to assign the rights assigned herein, (b) Assignor has full right and power to enter into and perform this Agreement without the consent of any third party, (c) all of the Technology is free and clear of all claims, liens, encumbrances and the like of any nature whatsoever, (d) the Technology is an original work of Assignor, (e) none of the Technology infringes, conflicts with or violates any patent or other intellectual property right of any kind (including, without limitation, any trade secret) or similar rights of any third party, (f) Assignor did not create or conceive the Technology pursuant to any agreement, express or implied, with any third party, (g) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which Assignor is a party or by which Assignor is bound, and (h) Assignor has maintained the Technology in confidence and have not granted, directly or indirectly, any rights or interest whatsoever in the Technology to any third party.

**2.2 Rights of Third Parties.** Assignor further represents and warrants to the Company that, to the best of Assignor's knowledge, no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of any patent, trade secret or other intellectual property right or similar right, has been made or is pending or threatened against Assignor relative to the Technology. Assignor agrees to promptly inform the Company of any such claim arising or threatened in the future with respect to the Technology or any part thereof.

**3. INDEMNIFICATION.** Assignor will indemnify, defend and hold harmless the Company, from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any representation or warranty of Assignor (a "**Claim**") set forth in this Agreement; provided, that the Company gives Assignor written notice of any such Claim and Assignor has the right to participate in the defense of any such Claim at Assignor's expense.

## **4. CONFIDENTIALITY.**

**4.1 Definition.** As used in this Agreement, the term "**Confidential Information**" shall mean the terms and conditions of this Agreement and any information regarding the Technology whether in oral, written, graphic or electronic form, including trade secrets, know-how, data, processes, techniques, algorithms, programs, designs, drawings, formulas, test data relating to any research project, works in process, future developments, engineering, manufacturing, marketing or business plans, financial or personnel matters or information related

to present or future products, sales, suppliers, customers, employees or business operations. Confidential Information shall not include any information which is or becomes public knowledge without breach of this Agreement, or which is or becomes available without a confidentiality restriction and without breach of this Agreement from a source other than Company.

**4.2 Obligation.** Assignor agrees that, as of the Effective Date, all of the Technology and the Confidential Information shall be the sole and exclusive property of Company and such Technology and Confidential Information shall comprise a special, valuable and unique asset of Company's business, and that the confidentiality of such Technology is an integral part of the Company's ascribed value. Assignor shall not disclose or use the Technology or the Confidential Information for any purpose after the Effective Date without Company's prior written consent.

**5. MISCELLANEOUS.** This Agreement constitutes the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties hereto. This Agreement will be governed and construed in accordance with the laws of the State of **Colorado** without regard to conflicts of law principles. Assignor hereby expressly consents to the personal jurisdiction of the state and federal courts located in **Denver, Colorado** for any lawsuit filed there against Assignor by the Company arising from or related to this Agreement. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

The undersigned have executed this Technology Assignment Agreement as of the date first written above.

**COMPANY:** Sana Packaging, LLC

By: Ronjit K. Basak-Smith  
DocuSigned by: Ronjit K. Basak-Smith 2279D13C2628-ED ..  
 Name: Ronjit. K. Basak-Smith  
 Title: Manager

**ASSIGNOR: RONJIT K. BASAK-SMITH**

Ronjit K. Basak-Smith  
DocuSigned by: Ronjit K. Basak-Smith 2279D13C2628-ED ..

## **EXHIBIT A**

### **DESCRIPTION OF TECHNOLOGY**

The Technology shall include all intellectual property associated with Sana Packaging, LLC concept, including, without limitation, all business plans, domain names and url's, and the related improvements, inventions, formulae, ideas, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by Assignor.

## Sana Packaging, LLC

## MUTUAL NONDISCLOSURE AND IP ASSIGNMENT AGREEMENT

This **Mutual Nondisclosure Agreement** (“**Agreement**”) is dated March 1st, 2017 (“**Effective Date**”) and entered into between Sana Packaging, LLC, a Colorado limited liability company (“**Sana**”) and Steinwall INC (“**Company**”) and governs the disclosure and use of information by the parties. The parties agree as follows:

**1. Purpose.** For the purpose of entering into certain discussions regarding a possible business transaction between the parties (“**Purpose**”), Company and Sana have established terms governing the disclosure, use, and protection of Confidential Information (as defined in Section 2) that one party (“**Discloser**”) may disclose to the other party (“**Recipient**”).

**2. Definition.** “**Confidential Information**” means all information disclosed by Discloser to Recipient in connection with the parties’ discussions related to the Purpose. Confidential Information may be disclosed by Discloser in written or other tangible form (including on optical, magnetic, or electronic media) or by oral, visual, or other means. Confidential Information includes, without limitation, all information disclosed by Discloser: (a) that, although not related to the Purpose, should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party because of legends or other markings, the circumstances of disclosure, or the nature of the information itself; and (b) information of or relating to Discloser’s present or future products, research and development information, specifications, formulas, know-how, drawings, designs, processes, ideas, inventions, processing information, source code, object code, and other technical, business, and financial plans, pricing information, customer lists, the identity of any customers or suppliers, forecasts, and any other information relating to any work in process, future development, forecasts, manufacturing plans, marketing plans, strategies, financial matters, personnel matters, investors or business operations of Discloser, as well as the terms of this Agreement.

**3. Obligations.** Recipient will, at all times and notwithstanding any termination or expiration of this Agreement: (a) hold in strict confidence and not disclose to any third party Discloser’s Confidential Information; (b) use such Confidential Information for no purpose other than the Purpose; (c) protect and prevent the unauthorized disclosure or misuse of the Confidential Information by measures at least as restrictive as the measures it uses to protect its own Confidential Information, but with no less than a reasonable standard of care; (d) only permit access to Discloser’s Confidential Information to those Recipient employees or authorized representatives with a need to know and who have signed confidentiality Agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein; (e) immediately notify Discloser upon discovery of any loss or unauthorized disclosure of Discloser’s Confidential Information; and (f) remain responsible and liable for any breach of this Agreement by its employees or authorized representatives. Notwithstanding the above, Recipient shall not be in violation of this section with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that Recipient provides Discloser with reasonable prior written notice of such disclosure in order to permit Discloser to seek confidential treatment of such information.

**4. Exceptions.** Recipient’s obligations under this Agreement with respect to any portion of Discloser’s Confidential Information shall terminate if and when Recipient can prove by clear and convincing evidence that such information: (a) was publicly available at the time it was communicated to Recipient by Discloser; (b) becomes publicly available after it was communicated to Recipient by Discloser through no breach of this Agreement by Recipient; (c) was in Recipient’s possession free of any obligation of confidence at the time it was communicated to Recipient by Discloser; (d) was rightfully communicated to Recipient free of any obligation of confidence subsequent to the time it was communicated to Recipient by Discloser; or (e) was developed by employees or agents of Recipient independently of and without reference to any of Discloser’s Confidential Information.

## **5. Intellectual Property Ownership.**

**5.1 No Licenses.** Recipient understands and agrees that nothing contained in this Agreement, shall be construed as granting any property rights, by license or otherwise, to any of Discloser’s Confidential Information, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Recipient will not make, have made, use, or sell for any purpose any product or other item using, incorporating or derived from any of Discloser’s Confidential Information.

**5.2 Work Product.** For the purposes of this Agreement, the term “**Work Product**” means (a) all intellectual property, in any stage of development, that Company conceives, creates, develops, or reduces to practice that is

either based on or incorporates any of Sana's Confidential Information, and (b) all tangible embodiments (including models, presentations, prototypes, reports, samples, and summaries) of each item of such intellectual property. Company agrees that all Work Product will be the sole and exclusive property of the Sana. Except for Company's intellectual property rights in the Background Technology (as defined below), Company hereby irrevocably and unconditionally assigns to Sana all right, title, and interest worldwide in and to the Work Product and all intellectual property rights thereto.

**5.3 Background and Third Party Technology.** The parties acknowledge that certain intellectual property developed, acquired, or otherwise obtained by Company prior to, or independently of, this Agreement (collectively, "**Background Technology**") and certain Intellectual Property licensed or obtained by Company from third parties (collectively, "**Third-Party Technology**") may be used by Company in the performance of services for the Sana.

**5.4 Assignment and Waiver of Other Rights.** If any intellectual property rights, including moral rights, in the Work Product, except for intellectual property rights in the Background Technology, cannot (as a matter of law) be assigned by Company to Sana as provided in Section 5.2, then (a) Company unconditionally and irrevocably waives the enforcement of such rights and all claims and causes of action of any kind against Sana with respect to such rights, and (b) to the extent Company cannot (as a matter of law) make such waiver, Company unconditionally grants to Sana an exclusive, perpetual, irrevocable, worldwide, fully-paid license, with the right to sublicense through multiple levels of sublicensees, under any and all such rights (i) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the Work Product in any medium or format, whether now known or hereafter discovered, (ii) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the Work Product, and (iii) to exercise any and all other present or future rights in the Work Product.

**5.5 License of Background Technology.** Company unconditionally grants to Sana a non-exclusive, perpetual, irrevocable, worldwide, fully-paid right and license, with the right to sublicense through multiple levels of sublicensees, under all of Company's intellectual property rights in any Background Technology incorporated into or necessary for Sana to fully utilize and capitalize the Work Product, (a) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the Work Product in any medium or format, whether now known or hereafter discovered, (b) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the Work Product, and (c) to exercise any and all other present or future rights in the Work Product.

**5.6 Assignment of Rights to Third-Party Technology.** Unless the applicable Statement of Work expressly provides otherwise, Company hereby assigns to Sana all of Company's licenses and other rights to all Third-Party Technology incorporated into the Work Product. If such rights cannot be validly assigned to Sana without the consent of a third party, Company will use its best efforts to obtain such consent (at Company's expense) and will indemnify and hold harmless Sana and its affiliates, employees, and agents from and against all liabilities, losses, damages, costs, and expenses (including attorneys' fees) arising from Company's failure to obtain such consent.

**5.7 Consideration.** Company acknowledges that any fees paid to Company by Sana in relation to the performance of services by Company for Sana shall constitute the full, complete, and adequate consideration for the assignments contained in this Section 5.

**6. Reproduction.** Recipient will not reproduce Discloser's Confidential Information in any form, except as required to further the Purpose. Any reproduction of Discloser's Confidential Information by Recipient shall remain the property of Discloser and shall contain any and all patent, copyright, trademark, and other proprietary rights notices and confidentiality legends which appear on the original, unless otherwise authorized in writing by Discloser.

**7. Restrictions.** Recipient understands and agrees that any of Discloser's products disclosed hereunder contain valuable Confidential Information and Recipient will not modify, reverse engineer, decompile, create other works from, or disassemble any such products without Discloser's prior written consent.

**8. Term and Termination.** This Agreement shall commence on the Effective Date and shall continue until terminated. This Agreement may be terminated by either party at any time upon ten days written notice to the other party. Recipient's obligations with respect to use and disclosure of Confidential Information under this Agreement shall survive termination of this Agreement and continue in full force and effect until and unless the applicable Confidential Information falls within an exception set forth in Section 4. Upon termination or expiration of this Agreement, or upon Discloser's written request, Recipient shall promptly return to Discloser all documents and other tangible materials representing Discloser's Confidential Information and all copies thereof.



**9. Irreparable Harm; Injunctive Relief.** Recipient acknowledges that any actual or threatened material breach of this Agreement by Recipient will constitute immediate and irreparable harm to Discloser for which monetary damages would be an inadequate remedy and entitle Discloser to obtain immediate injunctive relief, as well as such further relief as may be granted by a court of competent jurisdiction, without the requirement of posting bond. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

**10. Severability.** If any provision of this Agreement is found by a proper authority to be unenforceable or invalid then such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and in such event, such provision shall be changed to the minimum extent necessary and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions.

**11. No Export.** Recipient shall not export, directly or indirectly, any technical data acquired from Discloser under this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

**12. Notices.** All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five days after deposit in the mail, or upon acknowledgment of receipt of facsimile or electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

**13. General.** This Agreement shall be governed by and construed in accordance with the laws of state of Colorado, without reference to conflict of laws principles. This Agreement may not be amended except by a writing signed by both parties hereto. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party; except pursuant to a transfer of all or substantially all of such party's business and assets to which this agreement relates, whether by merger, sale of assets, sale of stock, or otherwise. Any assignment in violation of this provision will be void. This Agreement will be binding upon Recipient's valid heirs, successors, and assigns. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings.

Each of the parties hereto have executed this Mutual Nondisclosure Agreement as of the Effective Date.

**Sana Packaging, Inc.**

DocuSigned by:  
Signature: Ronjit K. Basak-Smith  
22F5D1B026284BD...  
Printed: Ronjit K. Basak-Smith  
Title: CEO  
Address for Notice:

200 w Irvington place unit b Denver CO 80223

**Company**

DocuSigned by:  
Signature: Jeremy Dworshak  
DA5DA9C0F444C9...  
Printed: Jeremy Dworshak  
Title: R&D Manager  
Address for Notice:

1759 116th Ave NW Minneapolis MN 55448