

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	THE TECHNICAL UNIVERSITY OF DENMARK	11/14/2018
RECEIVING PARTY DATA		
Name:	AGROFORA APS	
Street Address:	BYGVEJ 5	
City:	KORSOR	
State/Country:	DENMARK	
Postal Code:	4220	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14353299
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NAME OF SUBMITTER:	STEVEN M. HOFFBERG	
SIGNATURE:	/Steven M. Hoffberg/	
DATE SIGNED:	09/25/2019	
Total Attachments: 3		
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Amendment No. 1 to Patent License Agreement

between

The Technical University of Denmark

and

AgroFera ApS

November 2018

PATENT ASSIGNMENT AGREEMENT

This patent assignment agreement (the "Agreement") is entered into between Technical University of Denmark, Anker Engelsej 1, 2800 Kongens Lyngby, Business reg. no. 30 06 09 46 ("DTU") AgroFors ApS, Bygvej 5, 4220 Korsør, Business reg. no. 34 08 96 63 (the "Company") on the date of last signature of this Agreement (the "Effective Date").

1. Assignment

- 1.1 DTU hereby assigns to the Company all right, title and interest in and to the patent application U.S. Patent Application Number 14/353,299, filed April 22, 2014, (US 2014/0342426 A1) (DTU ref. 92598) (the "Assigned Patent") including the right to prosecute same before the U.S. Patent and Trademark Office and to have any patents issued in its own name, and its entire right, title, and interest in and to all its inventions, whether joint or sole, disclosed in said Assigned Patent, and its entire right, title, and interest within in and to all U.S. regular utility applications, divisional or continuation applications, continuation-in-part applications, reissue patent applications, or applications for reexamination or post grant review proceedings, that may be filed for or relating to any U.S. Letters Patent for any of said inventions, and any patent or patent application inside the United States claiming direct or indirect benefit of priority the Assigned Patent.
- 1.2 DTU grants to the Company and its agents a Power of Attorney to insert on this Document any further identification of the Assigned Patent which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.
- 1.3 DTU hereby warrants and represents that it has the right to transfer the Assigned Patent to the Company free of encumbrances. DTU makes no other representations or warranties, express or implied, nor shall DTU have any liability with respect to infringement by the Company of patents or other rights of third parties.
- 1.4 The Company shall be solely responsible for all actions and costs in any jurisdiction associated with perfection of the Company's right to the Assigned Patent and recordation hereof. However, DTU shall execute such customary patent assignment forms, having terms and conditions acceptable to DTU, as may be necessary to evidence and give effect to the assignment of rights pursuant to this Agreement. When deemed necessary by DTU, the Company shall at its own cost provide DTU with an English translation of each such document.
- 1.5 The Company shall be solely responsible for all actions and costs in any jurisdiction having a due date on or after the Effective Date and associated with i) maintaining the enforceability of the Assigned Patent or ii) prosecution of the Assigned Patent.
- 1.6 The Assignment shall in no way limit DTU's right to use the Assigned Patent in accordance with the exemptions to patent infringement in applicable patent law.

2. Payment

- 2.1 As consideration for the assignment to the Company under this Agreement, the Company shall pay the following amounts to DTU: i) DKK 10 on the Effective Date, ii) [REDACTED]

2.2 Terms of payment are 30 days after receipt of invoice. All amounts given above in section 2.1 are excluding VAT and taxes.

2.3 If DTU does not receive payment as agreed in section 2.1 and section 2.2, DTU shall have the right to void this Agreement upon written notice to the Company.

3. Miscellaneous

3.1

[REDACTED]

3.2

[REDACTED]

3.3 If the Company sells or grants a license to the Assigned Patent to a third-party, the Company shall ensure that a said third party assumes an obligation to pay the amount stated in section 2.1 ii). The license to the Assigned Patent is described as a process in a biogas plant (anaerobic digester) where injected hydrogen (H₂) and carbon dioxide (CO₂) due to microbial activity are converted to methane (CH₄).

3.4 The Company shall get written acceptance from DTU in the event of a Change in Control of the Assigned Patent. The written acceptance from DTU relates only to an evaluation of the viability of the first company the Company transfers the Assigned Patent to, and said first company assumes the Company's obligations hereunder after such Change of Control. For the purpose of this paragraph, Change of Control shall mean: a. transfer of this Agreement to a third party; b. assignment of this Agreement to a third party; c. assignment of this Agreement to an Affiliate.

3.5 The company shall inform in writing to DTU when it sells or grants a license to the Assigned Patent such as when a Biogas Plant (as defined in section 2.1) has been built by the Company or a third-party.

3.6 This Agreement shall be governed by the laws of Denmark. This applies whether or not international private law and choice of law rules may lead to the application of another country's laws. Should a dispute arise between the Parties in connection with this Agreement, including its interpretation and use, the Parties shall enter into negotiations in good faith in order to solve the dispute. If unsuccessful the dispute shall be settled by the District Court of Copenhagen as the court of first instance.

3.7 This Agreement shall not be binding upon the parties until it has been signed by each party. No amendment this Agreement shall be valid or binding upon the parties unless made in writing and signed as aforesaid.

Agrifora ApS

Technical University of Denmark

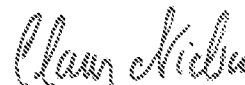
Date: 14-11-18

Date:

Signature:



Signature:



Name: Lars Byberg
Title: CEO

Name: Anders Overgaard Bjørklev
Title: President

For President Claus Nielsen

14-11-18

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