

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5787556

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HYP UTHYRNING AB	11/25/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	METAL VALUE SAS
<b>Street Address:</b>	105-109, RUE DU FAUBOURG SAINT-HONORE
<b>City:</b>	PARIS
<b>State/Country:</b>	FRANCE
<b>Postal Code:</b>	75008
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13140162
<b>Application Number:</b>	13140207
<b>Application Number:</b>	14698230
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>Email:</b>	docketing@dority-manning.com
<b>Correspondent Name:</b>	DORITY & MANNING P.A.
<b>Address Line 1:</b>	PO BOX 1449
<b>Address Line 4:</b>	GREENVILLE, SOUTH CAROLINA 29602
<b>ATTORNEY DOCKET NUMBER:</b>	NETT-29; NETT-30; NETT-31
<b>NAME OF SUBMITTER:</b>	ALEXA J. HUNTER
<b>SIGNATURE:</b>	/alexa j. hunter/
<b>DATE SIGNED:</b>	10/25/2019
<b>Total Attachments: 10</b>	
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source=NETT\_Assignment\_HYP-to-Metal\_Value#page10.tif

**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

DATED 25 NOVEMBER 2015

by and among

**HYP UTHYRNING AB**

and

**METAL VALUE SAS**

With the participation of

**MR CHRISTER ÅSLUND**

And

**SCANDINAVIAN POWDERTECH AB**

*in li*  
PATENT NP *h*

REEL: 050822 FRAME: 0650

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## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This agreement for the assignment of intellectual property rights (the "Agreement") is being made on \_\_\_\_\_ 2015 by and among:

- (1) HYP Uthyrning AB, a limited liability company incorporated and organized under the laws of Sweden, with corporate registration number 556924-0269, having its principal office at Projektligatan 2, 691 50 Karlskoga, Sweden, represented by Nicolas Pailloney and Alain Honnart, ("Assignor");

And

- (2) Metalvalue SAS, a limited liability company incorporated and organized under the laws of France, with corporate registration number 809 408 891 R.C.S Paris, having its principal office at 105-109, rue du Faubourg Saint-Honoré 75008, Paris, France, represented by Charles-Antoine Rougier, ("Assignee");

(Assignor and Assignee are hereinafter individually called a "Party" and together the "Parties");

With the participation of:

- (3) Mr. Christer Åslund, a Swedish national residing at Lilla gatan 8, 64431 Torshälla, Sweden, ("Mr Åslund");

And

- (4) Scandinavian Powdertech AB, a limited liability company incorporated and organized under the laws of Sweden, with corporate registration number 556338-4253, having its principal office at Lilla gatan 8 64431 Torshälla Sweden, represented by Christer Åslund and Bo Söderström, ("SPAB").

### RECITALS:

- (A) The Assignor is the exclusive owner of certain intellectual property rights listed in Appendix A.
- (B) The Assignor has agreed to transfer and assign to the Assignee such intellectual property rights and the Assignee has agreed to acquire from the Assignor such intellectual property rights, under the terms and conditions of this Agreement. Such transfer and assignment shall be made at fair market value, as verified by an independent firm.
- (C) Mr Åslund and SPAB are participating to this Agreement to confirm that they have transferred in due time all their rights relating to Assigned IP to the Assignor and have no claim in this regard.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

#### 1 Definitions and interpretation

##### 1.1 Definitions

For purposes of this Assignment, the following terms and expressions shall have the following definitions (except where the context requires otherwise):

Terms/Expressions	Definition
Agreement	This agreement, including its recitals and appendix.
Assignor	HYP Uthyrning AB.
Assignee	Metalvalue SAS
Assigned IP	The Intellectual Property rights listed in <u>Appendix A</u> .
Intellectual Property	a/ Patents, utility models, supplementary protection certificates, petty patents, rights in trade secrets and other confidential or undisclosed information (such as inventions (whether patentable or not) or know-how), plant variety rights, registered designs, rights in copyright (including authors' and neighboring or related rights), database rights, design rights, semiconductor topography rights, mask work rights, trademarks and service marks; b/ All registrations or applications to register any of the items referred to in paragraph (a); and c/ All rights in the nature of any of the items referred to in paragraphs (a) or (b) including continuations, continuations in part and divisional applications, reputation, personality or image, trade names, business names, brand names, get-up, logos, domain names and URLs, rights in unfair competition and, without prejudice to anything set out elsewhere in this definition, rights to sue for passing off and all rights having equivalent or similar effect to, and the right to apply for any of, the rights referred to in this definition in any jurisdiction;
Mr Åslund	Mr. Christer Åslund.
Parties	HYP Uthyrning AB and Metalvalue SAS.
Party	HYP Uthyrning AB or Metalvalue SAS, as applicable.
Price	The meaning ascribed to it in <u>Article 3.1</u> .
Royalties	Any amount received by Assignee in respect of any license or transfer granted or made by Assignee of any of the Assigned IP.
SPAB	Scandinavian Powdertech AB.

## 1.2 Interpretation

In this Agreement, where the context admits:

- 1.2.1 reference to an Article is to a section of or to this Agreement;
- 1.2.2 reference to the Parties includes their respective successors and permitted assigns;
- 1.2.3 reference to any gender includes the other genders;
- 1.2.4 words in the singular include the plural and in the plural include the singular;
- 1.2.5 the index and headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
- 1.2.6 this Agreement incorporates its recitals.

## **2** Assignment

### **2.1** Transfer of the Assigned IP

Assignor hereby perpetually, irrevocably and unconditionally assigns, transfers and conveys to Assignee and its successors and assigns, with full title guarantee, all rights, titles and interests in the Assigned IP, free from any liens, encumbrances, security interests and restrictions on transfer. For the avoidance of doubt, Assignee receives the right to alter the Assigned IP and to transfer or license the Assigned IP.

### **2.2** Authorizations

The assignment of the Assigned IP has been authorized by the respective corporate bodies of the Parties.

### **2.3** Registration of assignment

The Parties shall carry out, at Assignee costs, all formalities for the proper registration with all relevant organizations of the Assigned IP under the name of Assignee, promptly after the execution of this Agreement.

## **3** Consideration

### **3.1** Price

The price for the Assigned IP payable by Assignee to Assignor amounts to a lump sum of five millions euros (EUR 5,000,000), exclusive of VAT (the "Price").

The Parties acknowledge that the Price represents the fair market value of the Assigned IP.

### **3.2** Payment

The Price shall be paid by Assignee to Assignor as follows:

- on 30 June of each year following the date of this Agreement, Assignee shall transfer to Assignor an amount equal to thirty percent (30%) of the Royalties received until preceding 31 May, within a total limit equal to the Price; and
- on 30 June 2022, Assignee shall transfer to Assignor an amount equal to the balance remaining due of the Price taking into account the above payments, if applicable, so that Assignor receives the entire Price.

### 3.3 Interests

Assignee shall pay to Assignor an annual interest of one point five percent (1.5%), with annual compounding of interests, on any outstanding portion of the Price. Such payments shall be made annually, on 30 June of each year.

### 3.4 Invoices

For each payment, Assignee shall inform Assignor about the amount to be paid and Assignor shall issue the corresponding invoice to Assignee.

### 3.5 VAT

The Price shall be subject to value added tax in accordance with applicable law and regulations.

## 4 Confirmation of ownership

Each of Mr Åslund and SPAB hereby irrevocably confirms that the Assigned IP are the full ownership of the Assignor, that it has no right whatsoever in the Assigned IP, and that it has no claim whatsoever against Assignor, Assignee or any other person in respect of the Assigned IP.

Inasmuch as necessary, each of Mr Åslund and SPAB hereby irrevocably undertakes to provide the Parties will all necessary assistance for the registration of the Assigned IP under the name of Assignee.

## 5 Confidentiality

Each of Assignor, Mr Åslund and SPAB agrees that for a duration of fifteen (15) years as from the date of this Agreement:

- it will keep confidential any information relating to the Assigned IP;
- it will not use such information except for the benefit of the Assignee or as directed by the Assignee; and
- it will use any and all reasonable efforts to prevent unauthorized disclosure and use of such information.

These provisions shall not apply:

- in the event and to the extent disclosure of such information is required by applicable law or regulation, or as a result of a request by a court or legal, governmental, or administrative authority or agency to the jurisdiction of which Assignor, Mr Åslund or SPAB is subject;
- to any information that falls into the public domain otherwise than as a result of violation of this Agreement; and
- disclosure of the information by Assignor or SPAB to its officers, employees, or professional advisors having a need to know, provided that they are committed by a similar confidentiality undertaking.



6 Further Assurances

Assignor shall take all actions and execute all documents as Assignee may reasonably request to implement the transfer of the Assigned IP and the vesting of complete and exclusive ownership of the Assigned IP in Assignee. In addition, Assignor shall, at the request and sole cost and expense of Assignee, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as Assignee may reasonably require.

If at any time Assignee is unable, for any reason, to secure Assignor's signature on any letters patent, copyright, or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Assigned IP, whether because of Assignor's unwillingness, or for any other reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

7 Representations and warranties

7.1 General representations and warranties

Each of the Parties, Mr Åslund and SPAB represents and warrants to each other that:

- it has the legal right and authority to execute and perform this Agreement;
- it is validly represented by the signatory of this Agreement who has the power to bind it under the terms of this Agreement;
- this Agreement constitute valid and binding obligations on it, in accordance with its terms;
- this Agreement is not in breach of any of its obligations towards third parties or of any third party rights, in its respect; and
- it is not a party to any contract or other arrangement which would cause it to be in breach of this Agreement or to be in a conflict of interests situation.

7.2 Specific representations and warranties

Assignor represents and warrants to Assignee that:

- it exclusively owns all right, title, and interest in and to the Assigned IP;
- ~~it has not granted any licenses or other rights to the Assigned IP to any third party.~~ *or G. G. G.*
- the Assigned IP is free of any liens, encumbrances, security interests and restrictions on transfer;
- to Assignor's knowledge, the Assigned IP does not infringe Intellectual Property Rights of any third party and there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assigned IP.

### 7.3 Indemnification

Assignor shall defend, indemnify, and hold harmless Assignee, and Assignee's officers, directors, shareholders, successors, and assigns, from and against all losses, liabilities, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that Assignee, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, or by reason of: the breach by Assignor of any of the representations or warranties made by Assignor under this Agreement; Assignor's use of the Assigned Property prior to the date of this Agreement; or Assignor's failure to perform its obligations under this Agreement.

### 8 Relationship of the Parties

The Parties hereby represent and warrant that they are independent business partners, each assuming the risks relating to its own operations.

This Agreement shall not be deemed to create any relationship of subordination and shall not grant or confer any agency or partnership between the Parties.

### 9 Miscellaneous

#### 9.1 Assignment

This Agreement is personal to the Parties and is being made for their exclusive benefit.

This Agreement shall not benefit nor confer any right to any third-parties and shall not be assigned by a Party without the prior written consent of all of the Parties.

#### 9.2 Entire Agreement

This Agreement forms the entire agreement between the Parties with respect to its subject matter and supersedes any and all prior written or oral agreement between the Parties of any nature whatsoever as regards its subject matter. This Agreement does not include any other provision, express or tacit.

#### 9.3 Additions or amendments

This Agreement can only be amended by way of written instrument duly executed by the Parties. No change, termination, modification, or waiver of any provision, term or condition of this Agreement shall be binding on the Parties unless it is made in writing.

#### 9.4 Notice

Any notice required or authorized to be given under this Agreement shall be made (i) in writing and by hand delivery against acknowledgment of receipt, or (ii) by registered mail or by or by express courier (Fedex, DHL, etc.) sent to the address as set out above (or to such other address as may be notified in writing from time to time or, for an entity, its registered office as published at any official registry of companies).

Any notice shall be deemed validly served as at the date (i) of the hand delivery against acknowledgment of receipt, or (ii) of the first attempted delivery of the registered mail or express courier.

**9.5 Costs and Expenses**

Unless otherwise provided in this Agreement, all costs and expenses incurred by any Party in relation to the negotiation, preparation, signing and execution of this Agreement and the operations contemplated therein shall be exclusively borne by such Party.

**9.6 Waiver**

The failure of a Party to claim a breach of any kind by the other Party in performance of its obligations under this Agreement shall not be interpreted or construed in any event as an implied waiver of the benefit of the rights corresponding thereto.

**9.7 Severability**

If any provision of this Agreement is held to be invalid in whole or in part, the validity of the remaining provisions of this Agreement shall not be affected. In such event, the Parties shall, if possible, substitute for such invalid provision a valid provision corresponding to the spirit and purpose thereof.

**9.8 Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Sweden.

All disputes or claims arising out of or relating to this Agreement or any operation contemplated thereby shall be subject to the exclusive jurisdiction of the City Court (Swe. Stockholms tingsrätt) of Stockholm.

**9.9 Appendix**

Appendix 1: Assigned IP



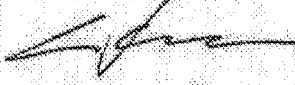
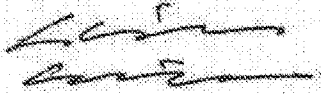
IN WITNESS WHEREOF, this Agreement has been signed on the date first above-written in four (4) originals.

Metalvalue SAS  
Represented by Charles-Antoine Rougier

HYP Uthyrning AB  
Represented by Nicolas Pailloncy and Alain Honnart

Christer Åslund

Scandinavian Powdertech AB  
Represented by Christer Åslund and Bo Söderström

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**APPENDIX A**

**Assigned IP**

Country	Appl. No.	Pat./Reg.No.	Applicant	Short title
USA	08/268117	5450641	METALS PROCESS SYSTEM	Agglomeration, Scanpac
Germany	94420188.8	0633083	METALS PROCESS SYSTEM	Agglomeration, Scanpac
Austria	94420188.8	0633083	METALS PROCESS SYSTEM	Agglomeration, Scanpac
Belgium	94420188.8	0633083	METALS PROCESS SYSTEM	Agglomeration, Scanpac
Denmark	94420188.8	0633083	METALS PROCESS SYSTEM	Agglomeration, Scanpac
United Kingdom	94420188.8	0633083	METALS PROCESS SYSTEM	Agglomeration, Scanpac
Italy	94420188.8	0633083	METALS PROCESS SYSTEM	Agglomeration, Scanpac
Sweden	94420188.8	0633083	METALS PROCESS SYSTEM	Agglomeration, Scanpac
Switzerland	94420188.8	0633083	METALS PROCESS SYSTEM	Agglomeration, Scanpac
Japan	06-170237	3325390	METALS PROCESS SYSTEM	Agglomeration, Scanpac
Spain	01926292.2	1282478	METALS PROCESS SYSTEM	Agglomeration, Scanpac
Germany	01926292.2	60121159.6	METALS PROCESS SYSTEM	Carbon control of sintered tool steel
Sweden	01926292.2	01926292.2	METALS PROCESS SYSTEM	Carbon control of sintered tool steel
France	01926292.2	1282478	METALS PROCESS SYSTEM	Carbon control of sintered tool steel
Italy	01926292.2	1282478	METALS PROCESS SYSTEM	Carbon control of sintered tool steel
PCT	PCT/SE2015/050541		HYP LUTHRNING AB	Carbon control of sintered tool steel
SE	1450557-2		HYP LUTHRNING AB	HIGH TEMPERATURE USEAGE
Denmark	99902017.5	1047518	METALS PROCESS SYSTEM	HIGH TEMPERATURE USEAGE
Spain	99902017.5	1047518	METALS PROCESS SYSTEM	HVC of Scanpac
Great Britain	99902017.5	1047518	METALS PROCESS SYSTEM	HVC of Scanpac
Germany	99902017.5	69915797.8	METALS PROCESS SYSTEM	HVC of Scanpac
Japan	2000-539863	3884618	METALS PROCESS SYSTEM	HVC of Scanpac
USA	09/600,119	6334882	METALS PROCESS SYSTEM	HVC of Scanpac
Sweden	99902017.5	99902017.5	METALS PROCESS SYSTEM	HVC of Scanpac
Belgium	99902017.5	1047518	METALS PROCESS SYSTEM	HVC of Scanpac
France	99902017.5	1047518	METALS PROCESS SYSTEM	HVC of Scanpac
Italy	99902017.5	1047518	METALS PROCESS SYSTEM	HVC of Scanpac
The Netherlands	99902017.5	1047518	METALS PROCESS SYSTEM	HVC of Scanpac
Switzerland	99902017.5	1047518	METALS PROCESS SYSTEM	HVC of Scanpac
Sverige	0950007-5	0950007-5	METEC POWDER METAL AB	HVC of Scanpac
EPO	10729365.6		METEC POWDER METAL AB	HVC-HIP
USA	13/140,162		METEC POWDER METAL AB	HVC-HIP
Kina	201080003990.4	201080003990.4	METEC POWDER METAL AB	HVC-HIP
Japan	2011-545322	5697604	METEC POWDER METAL AB	HVC-HIP
SE	1550209-9		HYP LUTHRNING AB	Låg kolhalt
Sweden	94420188.8	94420188.8	METALS PROCESS SYSTEM	Metallic powder for making parts by compression and sintering and process for ob
EPO	10729366.4		METEC POWDER METAL AB	Multilevel
USA	13/140,207	9101982	METEC POWDER METAL AB	Multilevel
USA	14/658,230		METEC POWDER METAL AB	Multilevel, Continuation
EU	007042591	007042591	METEC POWDER METAL AB	SCANPAC
Japan	007042591_01	971 080	METEC POWDER METAL AB	SCANPAC
USA	007042591_01	971 080	METEC POWDER METAL AB	SCANPAC
Madrid II	007042591_01	971 080	METEC POWDER METAL AB	SCANPAC