

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6088489

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the ADDRESS OF THE ASSIGNEE previously recorded on Reel 052472 Frame 0411. Assignor(s) hereby confirms the THE SELLER HEREBY AGREES TO SELL, ASSIGN & TRANSFER TO..BUYER ALL RIGHTS, TITLE & INTEREST IN & TO.. IP RIGHTS.	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
AIP APS		11/06/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ALIMAK HEK GROUP AB	
<b>Street Address:</b>	BRUNKEBERGSTORG 5	
<b>City:</b>	STOCKHOLM	
<b>State/Country:</b>	SWEDEN	
<b>Postal Code:</b>	SE-111 51	
<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	15752588	
<b>Application Number:</b>	62411559	
<b>Application Number:</b>	15789763	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(646)365-6405	
<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>	9147728419	
<b>Email:</b>	c.agris.patlaw@pobox.com	
<b>Correspondent Name:</b>	CHERYL AGRIS	
<b>Address Line 1:</b>	43 WEST 43RD STREET	
<b>Address Line 2:</b>	SUITE 104	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036	
<b>ATTORNEY DOCKET NUMBER:</b>	ZBM-65013-US	
<b>NAME OF SUBMITTER:</b>	CHERYL H. AGRIS	
<b>SIGNATURE:</b>	/Cheryl H Agris/	
<b>DATE SIGNED:</b>	05/01/2020	
<b>Total Attachments: 10</b>		

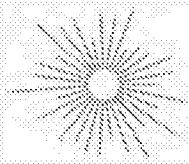
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## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6073950

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	AIP APS	11/06/2018
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ALIMAK HEK GROUP AB	
<b>Street Address:</b>	BNMKEBERGSTORG 5	
<b>City:</b>	STOCKHOLM	
<b>State/Country:</b>	SWEDEN	
<b>Postal Code:</b>	SE-11151	
<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	15752588	
<b>Application Number:</b>	62411559	
<b>Application Number:</b>	15789763	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(646)365-6405	
<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>	9147728419	
<b>Email:</b>	c.agris.patlaw@pobox.com	
<b>Correspondent Name:</b>	CHERYL H AGRIS, PHD	
<b>Address Line 1:</b>	43 WEST 43RD STREET	
<b>Address Line 2:</b>	SUITE 104	
<b>Address Line 4:</b>	CORINTH, NEW YORK 12822	
<b>ATTORNEY DOCKET NUMBER:</b>	ZBM-65013-US	
<b>NAME OF SUBMITTER:</b>	CHERYL H. AGRIS	
<b>SIGNATURE:</b>	/Cheryl H Agris/	
<b>DATE SIGNED:</b>	04/22/2020	
<b>Total Attachments: 7</b>		
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# Asset purchase agreement

concerning intellectual property rights owned by AIP ApS

This asset purchase agreement (the "**Agreement**") is made between

AIP ApS

Company reg. (CVR) no. 30 57 30 48

Rennevangsalle 6

DK-3400 Hillerød

Denmark

(the "**Seller**")

and

Alimak Hek Group AB

Registration no. 556064-1739

Brunkebergstorg 5

SE-111 51 Stockholm

Sweden

(the "**Buyer**")

(the Seller and the Buyer together referred to as the "**Parties**" and each a "**Party**").

**1 Background**

1.1 The Seller is the owner of the intellectual property rights as specified in Schedule 1.1 (the "**IP Rights**");

1.2 On the terms and subject to the conditions set forth in this Agreement, the Seller hereby agrees to sell, assign and transfer to the Buyer effective as of the date of this Agreement all rights, title and interest in and to the IP Rights.

**2 Delivery of the IP Rights**

2.1 The IP Rights shall be delivered and assigned to the Buyer together with all present and future rights, title and interest in and to any intellectual property rights derived from the IP Rights, including any right, title and interest to any inventions, in any jurisdiction and under any treaty, convention or regulation, irrespective of whether or not such rights are recorded in the books of the Seller ("**Transferred Rights**") and together with any and all liabilities and obligations of the Seller relating to or arising out of the IP Rights (the "**Transferred Liabilities**"). Transferred Liabilities shall for the avoidance of doubt include any contract, agreement, order and outstanding offer pertaining to the IP Rights (the "**Contracts**").

2.2 The Transferred Rights and Transferred Liabilities are delivered and assigned to the Buyer on the date of this Agreement, and the Transferred Rights are delivered and assigned free from all pledges, securities and other encumbrances.

2.3 From the date of this Agreement and onwards, the Buyer assumes any and all risks associated with the Transferred Rights and Transferred Liabilities, including the responsibility and risk of obtaining consent from third parties to the assignment or transfer of the Contracts, and any cost related thereto shall be borne by the Buyer. The Seller shall, at the Buyer's request, use its reasonable efforts to assist the Buyer in obtaining any consent necessary from such third parties to continue the Contracts after the date of this Agreement.

2.4 The Buyer shall in full fulfil the Seller's obligations under the Contracts and shall reimburse and indemnify the Seller for all such obligations and legal actions taken by a third party and any other party in that connection, including claims made by any third party in connection with the assignment or transfer of the Contracts.

### **3 Purchase price**

3.1 The consideration for the Transferred Rights together with the Transferred Liabilities shall be DKK 1.00 (the "**Purchase Price**"), and both Parties agree and acknowledge that the Purchase Price constitutes the market price. The Purchase Price shall be fixed and not be subject to any adjustment.

3.2 Upon signing the Agreement, the Buyer shall immediately hereafter pay the Purchase Price to the Seller by wire transfer to the following bank account:

Handelsbanken  
Registration no. 6483  
Account no. 0003000355  
IBAN no. DK0564830003000355  
SWIFT HANDDKKK

### **4 Registration of IP Rights and Authorisation**

4.1 As soon as possible after entering into this Agreement, the Parties shall use all reasonable endeavours to procure the execution and registration of the transfer of the IP Rights in relevant public registers and with relevant public or legal authorities in any country, including to sign and execute any additional assignments and other documents required in connection with the transfer of the IP Rights.

4.2 The Seller hereby authorises the Buyer to request any public or legal authority to issue any and all letters, certificates or similar instruments in order for the Buyer to enjoy the full benefit and rights of the transactions under this Agreement.

4.3 The costs related to registration of the transfer of the ownership of the IP Rights pursuant to this clause 4 shall be borne by the Buyer.

### **5 Representations and warranties by the Parties**

5.1 Authority

- 5.1.1 The Parties warrant to each other that they have the power and authority to enter into and perform their respective obligations under this Agreement. This Agreement and any other documents executed which shall be delivered in connection with signing of this Agreement will, when executed, constitute binding obligations of each of the Parties, respectively, and will be enforceable against such Party in accordance with their respective terms.

**6 Representations and warranties by the Seller**

**6.1 The IP Rights**

- 6.1.1 The Seller is the sole legal and beneficial owner of the IP Rights and has the capacity to transfer the IP Rights free and clear of any encumbrances, options, rights of first refusal or security interests.

- 6.1.2 The IP Rights are applied for and any and all fees regarding the maintenance and renewal of the application and registrations until the date of this Agreement have been fully paid up.

- 6.2 The Seller gives no further representations or warranties in respect of the IP Rights.

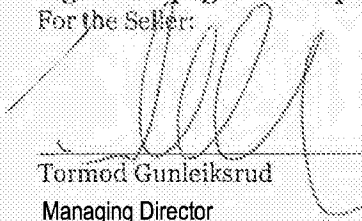
**7 Governing law and arbitration**

- 7.1 This Agreement and any dispute or claim arising out of or in connection with the Agreement, is governed by and construed in accordance with the laws of the Kingdom of Denmark (disregarding its choice-of-law rules).
- 7.2 Any dispute or claim arising out of or in connection with this Agreement, including any dispute concerning the existence, breach, termination, or invalidity thereof, must be finally settled by the ordinary courts of Denmark with the Danish Commercial and Maritime High Court as the first instance.

(Signatures on next page)

**Signature page – asset purchase agreement**

For the Seller:

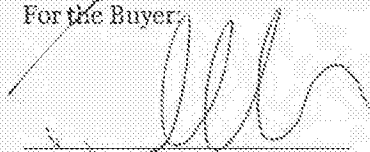


Tormod Gunleiksrud  
Managing Director  
November 6, 2018



Stefan Rinaldo  
Managing Director  
November 6, 2018

For the Buyer:



Tormod Gunleiksrud  
Chair of the Board  
November 6, 2018



Stefan Rinaldo  
Board Member  
November 6, 2018



Internal number	Case name	Case status	Application date	Application Number	Publication date	Publication number	Grant date	Grant number
	devices (Endoscope inspection)							
PD10118BR00	Inspection of cable mounted elevator devices (Endoscope inspection)	Pending	08.02.2018	BR 11 2018 002744 8				
PD10118CN00	Inspection of cable mounted elevator devices (Endoscope inspection)	Pending	12.02.2018	2016800478025				
PD10118EP00	Inspection of cable mounted elevator devices (Endoscope inspection)	Pending	07.12.2015	EP15198164.4	14.06.2017	EP3178769A1		
PD10118IN00	Inspection of cable mounted elevator devices (Endoscope inspection)	Pending	13.02.2018	201827005452				
PD10118PC00	Inspection of cable mounted elevator devices (Endoscope inspection)	Pending	07.08.2016	PCT/EP2016/068829	23.02.2017	WO2017/029140A1		
PD10118US00	Inspection of cable mounted elevator devices (Endoscope inspection)	Inactive	14.08.2015	62/205,284				
PD10118US01	Inspection of cable mounted elevator devices (Endoscope inspection)	Pending	14.02.2018	US15/753588	23.08.2018	US2018/237262A1		

Internal number	Case name	Case status	Application date	Application Number	Publication date	Publication number	Grant date	Grant number
PD10128EP00	Power cable disconnect - ZBM-ES; P3587; Avanti: 16.01	Pending	27.04.2016	EP1638218.4.6	01.11.2017	EP3239089.A1		
PD10128PC00	Power cable disconnect - ZBM-ES; P3587; Avanti: 16.01	Pending	26.04.2017	PCT/EP2017/059980	02.11.2017	WO2017/186814.A1		
PD10129EP00	FAD Centrifugal monitoring - ZBM-ES; P3622; Avanti: 16.02	Pending	03.08.2016	EP1638238.3.4	07.02.2018	EP3279125.A1		
PD10129PC00	FAD Centrifugal monitoring - ZBM-ES; P3622; Avanti: 16.02	Pending	31.07.2017	PCT/EP2017/069363	08.02.2018	WO2018/024694.A1		
PD10137EP00	Flange deflector - ZBM-ES; P4802; Avanti: 16.03	Pending	25.04.2018	EP17196497.6	25.04.2018	EP3312419.A1		
PD10137US00	Flange deflector - ZBM-ES; P4802; Avanti: 16.03	Abandoned	22.10.2016	US62/40539				
PD10137US01	Flange deflector - ZBM-ES; P4802; Avanti: 16.03	Pending	20.10.2017	US/789,763	26.04.2018	US2018/112650.A1		
PD10138EP00	Travelling cable pulley fall arrester - ZBM-ES; P3681; Avanti: 16.06	Pending	19.10.2016	EP16382475.8	25.04.2018	EP3312125.A1		
PD10138PC00	Travelling cable	Pending	14.11.2017	PCT/EP2017/076263	26.04.2018	WO2018/073134.A1		

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