

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>SEQUENCE:</b>	3	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	POWER TUBE INC	05/20/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BREWINGTON ENGINEERING	
<b>Street Address:</b>	VOUKOURESTIOU, 25 NEPTUNE HOUSE, 1ST FLOOR, FLAT/OFFICE 11	
<b>City:</b>	LIMASSOL	
<b>State/Country:</b>	CYPRUS	
<b>Postal Code:</b>	3045	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	12892382
<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>	PETE.KOUTROS@outlook.com	
<b>Correspondent Name:</b>	PANAGIOTIS KOUTROS	
<b>Address Line 1:</b>	16010 EMERALD BRIAR LN	
<b>Address Line 4:</b>	HOUSTON, TEXAS 77084	
<b>NAME OF SUBMITTER:</b>	PANAGIOTIS KOUTROS	
<b>SIGNATURE:</b>	/Panagiotis Koutros/	
<b>DATE SIGNED:</b>	05/28/2020	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 5</b>		
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## Patent Assignment Agreement

This Patent Assignment Agreement is made on May 14, 2020 between Power Tube Inc (Doyle Brewington) , whose principal place of residence is at with its principal place of business at 6503 Bayonne Drive, Spring Texas 77389 the "PARTY A ABBREVIATION " and Brewington Engineering Ltd.

(Panagiotis Koutros), a corporation with its principal place of business at Voukourestiou, 25 Neptune House, 1<sup>st</sup> floor, Flat/Office 11. 3045, Limassol, Cyprus the "[PARTY B ABBREVIATION]".

(The capitalized terms used in this agreement, in addition to those above, are defined in section [DEFINITIONS].)

### 1. Assignment

1.1 Assignment of Patents. PARTY A hereby assigns to PARTY B all of PARTY A's right, title, and interest in and to the Assigned Patents, in the United States and its territories and in foreign countries, with the following numbers and names.

- a. US7013645 -Apparatus and Method for Generating Electrical Energy
- b. US6259165— Power Generating Device and Method
- c. US7078827— Tidal Generation System and Method
- d. US7472549 -Monocoque Turbo-Generator
- e. US8261551— Energy Producing Device

1.2 Further Assurances. PARTY A shall cooperate with PARTY B to execute all documents or instruments necessary or useful for effect the assignment under this section, including any filings with the United States Patent and Trademark Office and equivalent foreign offices, if applicable.

2. Purchase Price. PARTY B will pay the Purchase Price of [REDACTED] of stock from Brewington Engineering Ltd to PARTY A

2.1 in full,

2.2 on May 20, 2020 delivery and PARTY B's acceptance (after PARTY B has reasonable opportunity to inspect, at its own expense),

2.3 in immediately available stocks, and to PARTY A

3. Costs of Patent Maintenance. PARTY B shall be responsible for all actions and costs in connection with the Assigned Patents arising after the Effective Date, including prosecution fees and maintenance fees, and costs in connection with enforcing the Assigned Patents, including attorney's

### 4. Termination

4.1 Termination Because of Material Breach. Either party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if

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- a. the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and
- b. the failure, inaccuracy, or breach continues for a period of 150 Business Days' after the injured party delivers notice to the breaching party reasonably detailing the breach.

4.2 Termination Because of Insolvency. If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.

## 5. Representations

### 5.1 Mutual Representations

- a. Authority and Capacity. The parties have the authority and capacity to enter into this agreement.
- b. Execution and Delivery. The parties have executed and delivered this agreement.
- c. Enforceability. This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.
- d. No Restrictions. Neither party is under any restriction or obligation that would affect the performance of their obligations under this agreement.
- e. No Conflicts. Neither party's execution, delivery, and performance of this agreement will not result in its violation or breach of, or conflict with any
  - i. provision of its articles of incorporation or bylaws, ii. applicable Law or Order, or iii. other [Material Contract / agreement] it is a party to.

### 5.2 PARTY A's Representations

- a. Ownership of Assigned Patents. PARTY A has the exclusive right to assign the Assigned Patents.
- b. No Prior Transfer. PARTY A has not sold, assigned, exclusively-licensed, or otherwise transferred the Assigned Patents in a way that would conflict with PARTY B'S rights under this agreement.
- c. No Infringement. No Assigned Patent infringes or misappropriates a third party's Intellectual Property rights or other rights.
- d. No Third Party infringement. To PARTY A's knowledge, no third party is infringing any Assigned Patent.
- e. Not in Public Domain. No Assigned Patents are in the public domain.

6. Authorization of Commissioner. PARTY A hereby authorizes the Commissioner for Patents of the United States Patent and Trademark Office, and any applicable foreign equivalents, to issue to PARTY B evidence of PARTY B's rights in the Assigned Patents.
7. Authorization for Priority. PARTY A hereby authorizes PARTY B, and PARTY B's successors, assigns, and legal representatives or nominees, to claim priority in connection with any patent application or similar protection for inventions, under the International Convention for the Protection of Industrial Property, and similar agreements or Laws

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## 8. Power of Attorney

- 8.1 Grant of Power of Attorney. If PARTY B is unable, for any reason, to obtain the assistance of PARTY A, PARTY A hereby designates and appoints PARTY B as PARTY A's agent and attorney-in-fact, with full power of substitution in PARTY A's name and stead, to act for and on behalf of PARTY A to take any and all steps to

- a. vest or perfect rights in PARTY B,
- b. protect such rights, or
- c. enforce any claim or right of any kind with respect those rights.

- 8.2 Power Coupled with an Interest. The power of attorney granted under this section

- a. is a power coupled with an interest, and
- b. will be irrevocable until all PARTY A's obligations are completely and performed in full.

## 9. Infringement and Litigation

- 9.1 Enforcement, Control, and Recovery of Infringement Claims. PARTY B may determine and take any appropriate course of action to enforce and defend the Assigned Patents against any infringement or misappropriation by third parties, control any litigation resulting from this enforcement or defense, and benefit from any damages, royalties, or other recovery from this enforcement or defense
- 9.2 PARTY A's Cooperation. PARTY A shall use reasonable efforts to cooperate with PARTY B, at PARTY B's expense, in any litigation or enforcement action in connection with the Assigned Patents, including, on PARTY B's reasonable request, joining PARTY A as a party to that litigation or enforcement.
- 9.3 Indemnification. PARTY B shall indemnify PARTY A against any losses arising out of PARTY B's cooperation under this section.
- 9.4 Notification of Infringement. PARTY A shall promptly notify PARTY B, and provide PARTY B with all relevant evidence PARTY A has, if PARTY A becomes aware

- a. that an Assigned Patent infringes or misappropriates a third party's rights, or
- b. if a third party is infringing or misappropriating an Assigned Patent.

## 10. Indemnification

10.1 Indemnification by PARTY B. PARTY B (as an indemnifying party) shall indemnify PARTY A (as an indemnified party) against all losses and expenses arising out of any proceeding

- a. brought by either a third party or PARTY A, and
- b. arising out of PARTY B's breach of its obligations, representations, warranties, or covenants under this agreement.

10.2 Mutual Indemnification. Each party (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses arising out of any proceeding

- a. brought by either a third party or an indemnified party, and
- b. arising out of the indemnifying party's
  - i. breach of its obligations, representations, warranties, or covenants under this agreement, or
  - ii. willful misconduct or gross negligence.

10.3 Notice and Failure to Notify

- a. Notice Requirement. Before bringing a claim for indemnification, the indemnified party shall
  - i. notify the indemnifying party of the indemnifiable proceeding, and
  - ii. deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.
- b. Failure to Notify. If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying party will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

10.4 Exclusive Remedy. The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section [INDEMNIFICATION].

11. Limitation on Liability. Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

12. General Provisions

12.1 Dispute Resolution

- a. Arbitration. Any dispute or controversy arising out of this agreement and [SUBJECT MATTER OF THE AGREEMENT] will be settled by arbitration in Texas, according to the rules of the American Arbitration Association then in effect, and by 1 arbitrator.
- b. Judgment. Judgment may be entered on the arbitrator's award in any court having jurisdiction.
- c. Arbitrator's Authority. The arbitrator will not have the power to award any punitive [or consequential] damages.

This agreement has been signed by the parties.

Power Tube Inc.

A handwritten signature in black ink, appearing to read "Doyle Brewington", written over a dotted line.

Name: Doyle Brewington

Title: Managing Director

Brewington Engineering Ltd.

A handwritten signature in black ink, appearing to read "Panagiotis Koutros", written over a dotted line.

Name: Panagiotis Koutros

Title: CEO