

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6241459

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	AIP APS	11/06/2018
RECEIVING PARTY DATA		
Name:	ALIMAK HEK GROUP AB	
Street Address:	BRUNKEBERGSTORG 5	
City:	STOCKHOLM	
State/Country:	SWEDEN	
Postal Code:	SE-11151	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Application Number:	13578992	
Application Number:	12920036	
Application Number:	15128995	
Application Number:	16445369	
PCT Number:	EP2017059980	
PCT Number:	EP2017076263	
PCT Number:	EP2017083963	
CORRESPONDENCE DATA		
Fax Number:	(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>		
Phone:	6465937855	
Email:	c.agris.patlaw@pobox.com	
Correspondent Name:	CHERYL H AGRIS	
Address Line 1:	MAILING ADDRESS	
Address Line 2:	43 WEST 43RD STREET, SUITE 104	
Address Line 4:	NEW YORK, NEW YORK 10036	
ATTORNEY DOCKET NUMBER:	ZBM-AIP-ALIMAK	
NAME OF SUBMITTER:	CHERYL H. AGRIS	
SIGNATURE:	/Cheryl H Agris/	
DATE SIGNED:	08/08/2020	

PATENT

Total Attachments: 9

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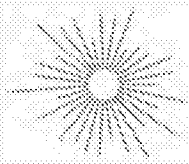
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Asset purchase agreement

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.

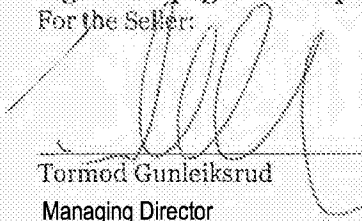
7 Governing law and arbitration

- 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:

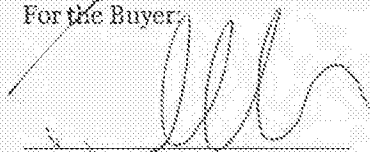


Tormod Gunleiksrud
Managing Director
November 6, 2018

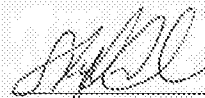


Stefan Rinaldo
Managing Director
November 6, 2018

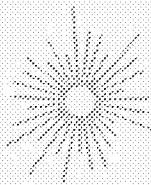
For the Buyer:



Tormod Gunleiksrud
Chair of the Board
November 6, 2018



Stefan Rinaldo
Board Member
November 6, 2018



Schedule 1.1 – The IP Rights

Internal number	Case name	Case status	Application date	Application Number	Publication date	Publication number	Grant date	Grant number
PD10046CN00	Traveling cables - ZBM-ES; P3778	Granted	14.01.2016	CN201480040177.2	02.03.2016	CN105377737A - China	20.07.2018	CN105377737B
PD10046EP00	Traveling cables - ZBM-ES; P3778	Pending	17.07.2013	EP13382291.6	21.01.2015	EP2826742A1		
PD10046PC00	Traveling cables - ZBM-ES; P3778	Inactive	16.07.2014	PCT/EP2014/065226	22.01.2015	WO2015/00769A1		
PD10051BR00	Release strap	Pending	15.02.2011	BR112012020508-0		Brazil		
PD10051CN00	Release strap	Granted		2011800009595.1	26.12.2012	102844518	12.08.2015	CN102844518B
PD10051DE00	Release strap	Granted	15.02.2011	11703013.0				EP2536913
PD10051DK00	Release strap	Granted	15.02.2011	11703013.0				EP2536913
PD10051EP00	Release strap	Granted	15.02.2011			EP2536913A	17.12.2014	EP2536913 - DE, DK, ES, FR, GB, IT
PD10051ES00	Release strap	Granted	15.02.2011	11703013.0				EP2536913
PD10051FR00	Release strap	Granted	15.02.2011	11703013.0				EP2536913
PD10051GB00	Release strap	Granted	15.02.2011	11703013.0				EP2536913
PD10051IN00	Release strap	Abandoned	15.02.2011	7138/DELNP/2012				
PD10051IT00	Release strap	Granted	15.02.2011	11703013.0				EP2536913
PD10051PC00	Release strap	Inactive		PT/EP2011/052187	15.02.2011	WO2011/101333		
PD10051US00	Release strap	Abandoned		13/578992				
PD10053CN00	Ladder climbing assistance device	Granted	10.03.2005	CN200580011661.3	04.04.2007	CN1942650A	17.11.2010	CN1942650B
PD10053DE00	Ladder climbing assistance device	Granted	10.03.2005	1723305				1723305
PD10053DK00	Ladder climbing assistance device	Granted	10.03.2005	1723305				1723305

Internal number	Case name	Case status	Application date	Application Number	Publication date	Publication number	Grant date	Grant number
PD10055PC00	Wirefix	Inactive		PCT/EP2009/052618		WO2009/109629		
PD10055LS00	Wirefix	Granted	05.03.2009	12/920036			06.08.2013	US8499896
PD10056DE00	Overload lift	Granted	12.07.2011	11734069.5	22.02.2013	2593390		2593390
PD10056DK00	Overload lift	Pending	15.07.2010	PA201070335	16.01.2012	DK201070335L		
PD10056EP00	Overload lift	Granted	12.07.2011	EP11734069.5	19.01.2012	EP2593390A1	27.05.2015	EPB1 - DE,FR,GB
PD10056FR00	Overload lift	Granted	12.07.2011	11734069.5		2593390		2593390
PD10056GB00	Overload lift	Granted	12.07.2011	11734069.5		2593390		2593390
PD10056PC00	Overload lift	Inactive		PCT/EP2011/061844		WO2012/007457		
PD10072AU00	Elevator systems - ZBM-ES; P2998	Pending	20.03.2015	2015238525				
PD10072BR00	Elevator systems - ZBM-ES; P2998	Pending	20.03.2015	BR112016021821-3				
PD10072CA00	Elevator systems - ZBM-ES; P2998	Pending	20.03.2015	2,941,735		2941735		
PD10072CN00	Elevator systems - ZBM-ES; P2998	Pending	22.09.2016	2015800156633	23.11.2016	106163962		
PD10072EP00	Elevator systems - ZBM-ES; P2998	Granted	26.03.2014	EP14382104.9		EP2923988A1	09.05.2018	EPB1 - DK,DE,FR,GB,SE
PD10072IN00	Elevator systems - ZBM-ES; P2998	Pending	06.10.2016	201627034324				
PD10072MX00	Elevator systems - ZBM-ES; P2998	Pending	20.03.2015	MX/a/2016/012390				
PD10072PC00	Elevator systems - ZBM-ES; P2998	Inactive	26.03.2015	PCT/EP2015/055974	01.10.2015	WO2015/144593A1		
PD10072US00	Elevator systems - ZBM-ES; P2998	Pending	26.09.2016	15/128,995	27.04.2017	US2017/113901A1		
PD1018AU00	Inspection of cable mounted elevator	Pending	05.02.2018	2016309885				

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	EP16382184.6	01.11.2017	EP3239089A1		
PD10128PPC00	Power cable disconnect - ZBM-ES; P3587; Avanti: 16.01	Pending	26.04.2017	PCT/EP2017/059980	02.11.2017	WO2017/18681A1		
PD10129EP00	FAD Centrifugal monitoring - ZBM-ES; P3622; Avanti: 16.02	Pending	03.08.2016	EP16382383.4	07.02.2018	EP3279125A1		
PD10129PC00	FAD Centrifugal monitoring - ZBM-ES; P3622; Avanti: 16.02	Pending	31.07.2017	PCT/EP2017/069363	08.02.2018	WO2018/024694A1		
PD10137EP00	Flange deflector - ZBM-ES; P4802; Avanti: 16.03	Pending	25.04.2018	EP17196497.6	25.04.2018	EP3312419A1		
PD10137US00	Flange deflector - ZBM-ES; P4802; Avanti: 16.03	Abandoned	22.10.2016	US62/411559				
PD10137US01	Flange deflector - ZBM-ES; P4802; Avanti: 16.03	Pending	20.10.2017	15/789,763	26.04.2018	US2018/112650A1		
PD10138EP00	Travelling cable pulley fall arrester - ZBM-ES; P3681; Avanti: 16.06	Pending	19.10.2016	EP16382475.8	25.04.2018	EP3312125A1		
PD10138PPC00	Travelling cable	Pending	14.11.2017	PCT/EP2017/076263	26.04.2018	WO2018/073134A1		

Internal number	Case name	Case status	Application date	Application Number	Publication date	Publication number	Grant date	Grant number
	pulley fall arrester - ZBM-ES; P3681; Avanti: 16.06							
PD10145EP00	Stretching tensioner - ZBM-ES; P3757; Avanti: 16.05	Pending	28.05.2017	EP173822347	31.10.2018	EP3395742A1		
PD10145PC00	Stretching tensioner - ZBM-ES; P3757; Avanti: 16.05	Pending	27.04.2018	PCT/EP2018/060895				
PD10146EP00	Mechanical damper for FAD - ZBM-ES; P3778; Avanti: 16.10	Pending	05.01.2017	EP173820036	11.07.2018	EP3345854A1		
PD10146PC00	Mechanical damper for FAD - ZBM-ES; P3778; Avanti: 16.10	Pending	03.01.2018	PCT/EP2018/050155	12.07.2018	WO2018/127523A1		
PD10147EP00	Guide wire damping - ZBM-ES; P3786; Avanti: 16.04	Pending	31.03.2017	17382166.1	03.10.2018	EP3381857A		
PD10147PC00	Guide wire damping - ZBM-ES; P3786; Avanti: 16.04	Pending	28.03.2018	PCT/EP2018/058029	04.10.2018	WO2018/178211A1		
PD10148EP00	Apparatus and procedure to perform FAD daily test - ZBM-ES; P3792; Avanti: 16.08	Pending	22.12.2016	EP16382644.9	27.06.2018	EP3339229A1		
PD10148PC00	Apparatus and procedure to perform FAD daily test - ZBM-ES; P3792; Avanti: 16.08	Pending	20.12.2017	PCT/EP2017/083963	28.06.2018	WO2018/115213A1		

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