## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6242480

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
VLADIMIR PRERAD	06/18/2020

#### **RECEIVING PARTY DATA**

Name:	UNITED HYDROGEN GROUP INC.	
Street Address:	1900 MAIN ST.	
Internal Address:	SUITE 223	
City:	CANONSBURG	
State/Country:	PENNSYLVANIA	
Postal Code:	15317	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	7537683
Patent Number:	6787258

#### **CORRESPONDENCE DATA**

**Fax Number:** (518)452-5579

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.

**Phone:** 518-452-5600

**Email:** sandy.obrien@hrfmlaw.com

Correspondent Name: VICTOR CARDONA
Address Line 1: 5 COLUMBIA CIRCLE

Address Line 2: HESLIN ROTHENBERG FARLEY & MESITI P.C.

Address Line 4: ALBANY, NEW YORK 12203

ATTORNEY DOCKET NUMBER:	NUMBER: 1404.GEN	
NAME OF SUBMITTER:	VICTOR CARDONA	
SIGNATURE:	/VICTOR CARDONA/	
DATE SIGNED:	08/10/2020	

#### **Total Attachments: 6**

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### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of <u>June 18</u>, 2020, is made by and between Vladimir Prerad, an individual (the "<u>Undersigned</u>"), and United Hydrogen Group Inc., a Delaware corporation ("<u>Company</u>").

WHEREAS, the Undersigned provided certain services for and on behalf of Company in his role as founder and officer of the Company (collectively, the "Services"), and may own rights in and to the Company IP (defined below), which the Undersigned and Company intended and do intend to be owned by Company; and

WHEREAS, the parties wish to confirm such ownership rights.

NOW, THEREFORE, in consideration of one hundred dollars (\$100) paid to the Undersigned by Company, and other good and valuable consideration, the full receipt and sufficiency of which are hereby expressly acknowledged, the parties, intending to be legally bound, hereby confirm, acknowledge and agree as follows:

1. The Undersigned hereby confirms and acknowledges that, to the fullest extent permitted per applicable law, the Undersigned has irrevocably assigned and transferred, and the Undersigned does hereby irrevocably assign and transfer, to Company all of the Undersigned's rights, title, and interests, including, without limitation, Intellectual Property Rights, in, to and under (a) the patents and patent applications listed on Schedule A, and all such other patents as may issue thereon or claim priority under any law or international convention, including but not limited to nonprovisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of patents and patent applications within such patents, and any right, title and interest the Undersigned may have in applications to which such patents claim priority (collectively, the "Patents"); (b) the inventions and discoveries (including any process, machine, manufacture, composition of matter, or improvement) claimed in or covered by such Patents (the "Underlying Inventions"); (c) all other Work Product (collectively, (a)-(c), the "Developments"), and (d) any and all causes of action for past, present or future infringement or misappropriation of the foregoing that may have accrued to the Undersigned up to and including the date hereof in connection with any and all such Developments ((a) through (d), collectively, "Company IP").

For purposes hereof, "Intellectual Property Rights" means all intellectual property rights throughout the world, including all rights in and to: (i) patents, patent applications, patent disclosures, mask works, and inventions (whether patentable or not); (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing; (iii) moral rights, copyrights, works of authorship (whether copyrightable or not), and software and computer programs; (iv) know-how, show-how and trade secrets; and (v) all applications, registrations, and issuances for, and renewals or extensions of, the foregoing rights in (i)-(iv).

For purposes hereof, "Work Product" means all writings, documents, works of authorship, audio visual works, graphics, technology, inventions, discoveries, processes, techniques, software, formulae, algorithms, methods, concepts, designs, data, domain names, databases, research,

proposals, materials, and other work product created, authored, reduced to practice, or invented by the Undersigned, individually or jointly with others, during and in the scope of the Undersigned's employment with the Company or in connection with the Services that (i) resulted from work performed by the Undersigned for the Company; and/or (ii) was created using, incorporating, or in reliance on the proprietary materials, confidential information, trade secrets, resources, equipment or other Intellectual Property Rights of the Company or on the Company's premises.

- 2. Notwithstanding anything to the contrary in this Agreement, the parties understand and acknowledge that the Work Product described in Section 1(c) does not include, and any provision in this Agreement requiring the Undersigned to assign (or otherwise providing for ownership by the Company of) rights to such Work Product or any Intellectual Property Rights therein, does not apply to, any Work Product (and/or Intellectual Property Rights therein) that (a) is, was, are or were developed entirely on the Undersigned's own time without any use of the Company's resources, equipment, proprietary materials, confidential information, trade secrets, or Intellectual Property Rights (including the Company IP), and off of the Company's premises, and has not been and is not used in the Company's or its affiliates' business; and/or (b) is otherwise unassignable per applicable state or federal laws (collectively, the "Excluded Work Product"). To the extent the Undersigned incorporated, relied upon, or otherwise used any Excluded Work Product in the creation or development of any Work Product for or on behalf of the Company or in the performance of the Services, the Undersigned hereby grants to Company a non-exclusive, sublicensable (through multiple tiers), transferable, unlimited, royalty free, fully-paid, perpetual, irrevocable, worldwide license to copy, modify, make derivative works of, perform, distribute, display, use and exploit without restriction the Excluded Work Product in connection with the Company's and its affiliates' current or future businesses as needed for the Company and its affiliates to copy, modify, make derivative works of, perform, distribute, display, use and exploit without restriction the Work Product for any reason or no reason. All rights and licenses granted under or pursuant to this Agreement by Undersigned to Company are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, licenses of rights to "intellectual property" as defined under the Bankruptcy Code. The parties agree that Company, as a licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code.
- 3. The Undersigned hereby acknowledges that the assignment in Section 1, being the Undersigned's entire right, title and interest in and to the Patents, carries with it the right in Company to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Company's selection and the right to procure the grant of all patents to Company in its own name as assignee of the Undersigned's entire right, title and interest therein. The Undersigned does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patents and title thereto as the property of the Company, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

- 4. The Undersigned agrees to reasonably cooperate with Company (and its affiliates, successors and assignees), at Company's or its affiliates', successors' or assignees' expense, with respect to the transfer, procurement, maintenance, defense and enforcement of any Company IP.
- 5. The Undersigned hereby represents and warrants to Company that (a) the Undersigned has not assigned, licensed, transferred or otherwise granted any of the Undersigned's rights in any of Company IP (other than to Company via operation of applicable law); and (b) the Undersigned has no preexisting obligation to any third party that is inconsistent with this Agreement; and (c) except as disclosed on Schedule A, there are and have been no registered, issued or applied-for Intellectual Property Rights in the Undersigned's name that does or would constitute Company IP. The representations and warranties of this Section 5 shall survive the date of this Agreement.
- Except for Excluded Work Product, all Company IP and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) that the Undersigned developed, learned or obtained in connection with providing the Services that relate to Company or the business of Company, in each case that are non-public and were and are treated by the Company as confidential in nature, or that were received by or for Company in confidence, constitute "Proprietary Information". The Undersigned has taken reasonable efforts to hold in confidence and will take reasonable efforts to hold in confidence and, except with the authorization of Company, has not disclosed and will not disclose, and, except within the scope of the Undersigned's Services or with the authorization of the Company, has not used any Proprietary Information. Notwithstanding the foregoing or anything else to the contrary in this Agreement, "Proprietary Information" does not include, and the Undersigned's obligations concerning Proprietary Information do not apply to, any information, data, Intellectual Property Rights, or materials that (a) are or become generally available to the public other than as a result of a disclosure by the Undersigned in violation of this Agreement, (b) become available to the Undersigned on a non-confidential basis from a source other than the Company, (c) were already in the Undersigned's possession on a non-confidential basis prior to the date hereof and which was not obtained from the Company, or (d) constitute Excluded Work Product. Notwithstanding any other provision of this Agreement, the Undersigned will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If the Undersigned files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Undersigned may disclose the Company's trade secret(s) to the Undersigned's attorney and use the trade secret information in the court proceeding, if the Undersigned (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.
- 7. The Undersigned hereby acknowledges receipt of one hundred dollars (\$100) from Company in consideration of the confirmations and agreements hereof.
- 8. This Agreement constitutes the entire agreement between the parties with respect to these subject matters. This Agreement may not be amended, modified or waived except by a written instrument duly executed by all the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall terminate upon the Undersigned's termination of employment with the Company. For the avoidance of doubt, the obligations in Sections 3, 4, 5

and 6 shall survive the date of this Agreement; provided, however, the obligations in Section 6 shall survive the termination of this Agreement (a) for any trade secrets comprising the Proprietary Information, for so long as such trade secrets are protectable as such per applicable law (through no fault of the Undersigned); and (b) for all other Proprietary Information, for the shorter of (i) the longest amount of time permitted per applicable law; or (ii) five years from termination.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

United Hydrogen Group Inc.

Name: Vladimir Prerad

Title: Chief Executive Officer

[Signature Page to IP Assignment Agreement]

# Schedule A

Publication Number	Title	Priority Number	Priority Date
US7537683B2	Hydrogen based energy storage apparatus and	US200291308A	3/5/2002
	method		
US6787258B2	Hydrogen based energy storage apparatus and	US200291308A	3/5/2002
	method		
US20050034998A1	Hydrogen based energy storage apparatus and	US200291308A	3/5/2002
	method		0,0,2002
US20030170516A1	Hydrogen based energy storage apparatus and	US200291308A	3/5/2002
	method		2,0,2002
EP1506590B1	HYDROGEN BASED ENERGY STORAGE	US200291308A	2002-03-05
	APPARATUS AND METHOD   AUF	WO2003US6420A	2003-03-04
	WASSERSTOFF BASIERENDE		
	ENERGIESPEICHERVORRICHTUNG		
	UND VERFAHREN   APPAREIL ET		
	PROCEDE DE STOCKAGE D'ENERGIE A		
	BASE D'HYDROGENE		
EP1506590A2	AUF WASSERSTOFF BASIERENDE	US200291308A	2002-03-05
	ENERGIESPEICHERVORRICHTUNG	WO2003US6420A	2003-03-04
	UND VERFAHREN   APPAREIL ET		
	PROCEDE DE STOCKAGE D'ENERGIE A		
	BASE D'HYDROGENE   HYDROGEN		
	BASED ENERGY STORAGE		
	APPARATUS AND METHOD		
WO2003076689A3	APPAREIL ET PROCEDE DE STOCKAGE	US200291308A	3/5/2002
	D'ENERGIE A BASE D'HYDROGENE		
	HYDROGEN BASED ENERGY STORAGE		
	APPARATUS AND METHOD		
WO2003076689A2	APPAREIL ET PROCEDE DE STOCKAGE	US200291308A	3/5/2002
	D'ENERGIE A BASE D'HYDROGENE		
	HYDROGEN BASED ENERGY STORAGE		
	APPARATUS AND METHOD		
AU2003228235A8	Hydrogen based energy storage apparatus and	US200291308A	2002-03-05
***************************************	method	WO2003US6420A	2003-03-04
AU2003228235A1	HYDROGEN BASED ENERGY STORAGE	US200291308A	2002-03-05
	APPARATUS AND METHOD	WO2003US6420A	2003-03-04
AT538509T	AUF WASSERSTOFF BASIERENDE	US200291308A	2002-03-05
	ENERGIESPEICHERVORRICHTUNG	WO2003US6420A	2003-03-04
	UND VERFAHREN		
DK1506590T3	Apparat til lagring af hydrogenbaseret energi	US200291308A	2002-03-05
	og fremgangsmåde	WO2003US6420A	2003-03-04
ES2379547T3	Aparato y procedimiento de almacenamiento	US200291308A	2002-03-05
	de energía a base de hidrógeno	WO2003US6420A	2003-03-04

**RECORDED: 08/10/2020**