

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6245076

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GINER, INC.	06/22/2020
RECEIVING PARTY DATA	
Name:	GINER ELX, INC.
Street Address:	89 RUMFORD AVENUE
City:	NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02466
PROPERTY NUMBERS Total: 15	
Property Type	Number
Application Number:	14742422
Application Number:	14120353
Application Number:	09747423
Application Number:	09827368
Application Number:	10335126
Application Number:	11351562
Application Number:	11542896
Application Number:	12288453
Application Number:	10120888
Application Number:	09942239
Application Number:	10023428
Application Number:	10627229
Application Number:	11543692
Application Number:	11017527
Application Number:	10970685
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER: 1404.GEN

NAME OF SUBMITTER: VICTOR CARDONA

SIGNATURE: /VICTOR CARDONA/

DATE SIGNED: 08/11/2020

Total Attachments: 4

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PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is made effective this 22nd day of June, 2020, by and between Giner, Inc., a corporation organized and existing under the laws of Massachusetts ("Assignor") and Giner ELX, Inc., a corporation organized and existing under the laws of Delaware ("Assignee").

WHEREAS, Assignor possesses certain rights in and to the patents and patent applications (and patents issuing on such applications) set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Patent Rights"); and

WHEREAS, Assignor and Assignee are parties to that certain Amended and Restated Assignment and License Agreement (the "Assignment Agreement"), dated on or about the date hereof. Pursuant to the Assignment Agreement, Assignor transferred, sold and conveyed to Assignee certain of the intellectual property assets of Assignor, including the Patent Rights; and

WHEREAS, Assignor now wishes to assign the Patent Rights to Assignee, and Assignee desires to acquire the Patent Rights from Assignor.

NOW, THEREFORE, in consideration of the premises set forth above and in the Assignment Agreement and the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, reviews, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority; the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein.

Assignor 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 Patent Rights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

[Exhibit F to Amended and Restated Assignment and License Agreement]

PATENT
REEL: 053459 FRAME: 0965

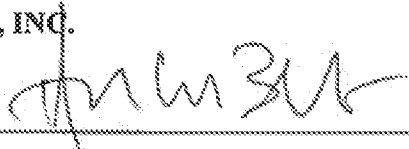
Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Assignment in duplicate by their duly authorized representatives as of the Effective Date.

GINER, INC.

By: _____



Name: _____

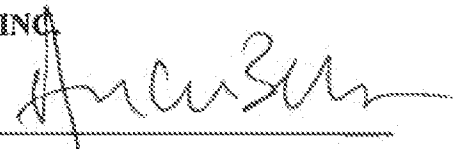
ANDREW BELT

Title: _____

PRESIDENT

GINER ELX, INC.

By: _____



Name: _____

ANDREW BELT

Title: _____

CEO

[Signature Page to Patent Assignment]

Exhibit A
PATENT RIGHTS

Application/ Patent Number	Title	Application Date / Issue Date	Owner
14/742,422	Anode catalyst suitable for use in an electrolyzer	Filed 6/17/15	Giner, Inc.
14/120,353 9,728,802	Micromold methods for fabricating perforated substrates and for preparing solid polymer electrolyte composite membranes	Filed 5/14/14 Issued: 8/8/17	Giner, Inc.
09/747,423 6,464,846	Electrically-conductive elastomeric compression pad for use with proton exchange membrane electrochemical cells	Filed: 12/21/00 Issued: 10/15/02	Giner, Inc.
09/827,368 6,500,319	Proton exchange membrane (PEM) electrochemical cell having an integral, electrically-conductive, compression pad	Filed: 4/5/01 Issued: 12/31/02	Giner, Inc.
10/120,888 6,669,826	Compact proton exchange membrane (PEM) electrochemical cell stack	Filed: 4/11/02 Issued: 12/30/03	Giner, Inc.
09/942,239 6,685,821	Method and system for producing high-pressure hydrogen	Filed: 8/29/01 Issued: 2/3/04	Giner, Inc.
10/023,428 6,852,441	Reinforcement of multiple electrochemical cell frames for high-pressure operation	Filed: 12/17/01 Issued: 2/8/05	Giner, Inc.
11/542,896 7,438,985	Proton exchange membrane (PEM) electrochemical cell having an integral, electrically-conductive, resiliently compressible, porous pad	Filed: 10/4/06 Issued: 10/21/08	Giner, Inc.
11/543,692 7,252,747	Composite proton exchange membrane and method of manufacturing the same	Filed: 10/5/06 Issued: 8/8/07	Giner, Inc.
11/351,562 7,261,967	Proton exchange membrane (PEM) electrochemical cell having an integral, electrically-conductive, resiliently compressible, porous pad	Filed: 2/10/06 Issued: 8/28/07	Giner, Inc.
10/627,229 7,326,736	Composite proton exchange membrane and method of manufacturing the same	Filed: 7/25/03 Issued: 2/5/08	Giner, Inc.
10/335,126 7,229,534	Proton exchange membrane (PEM) electrochemical cell having an integral, electrically-conductive, resiliently compressible, porous pad	Filed: 12/30/02 Issued: 6/12/07	Giner, Inc.
11/017,527 7,629,071	Gas diffusion electrode and method of making the same	Filed: 12/20/04 Issued: 12/8/09	Giner, Inc.
12/288,453 7,704,627	Proton exchange membrane (PEM) electrochemical cell having an integral electrically-conductive, resiliently compressible, porous pad	Filed: 10/20/08 Issued: 4/27/10	Giner, Inc.
10/970,685 7,807,063	Solid polymer electrolyte composite membrane comprising plasma etched porous support	Filed: 10/21/04 Issued: 10/5/10	Giner, Inc.

[Exhibit A to Patent Assignment]