

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6263623

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
NANOJET OY		06/10/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	NANOFORM FINLAND OYJ	
<b>Street Address:</b>	VIIKINKAARI 4	
<b>City:</b>	HELSINKI	
<b>State/Country:</b>	FINLAND	
<b>Postal Code:</b>	00790	
<b>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	10234266	
<b>Application Number:</b>	16301279	
<b>Patent Number:</b>	10345093	
<b>Application Number:</b>	16474598	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(703)816-4100	
<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>	7038164132	
<b>Email:</b>	agoode@nixonvan.com	
<b>Correspondent Name:</b>	NIXON & VANDERHYE P.C.	
<b>Address Line 1:</b>	901 N. GLEBE ROAD, 11TH FLOOR	
<b>Address Line 4:</b>	ARLINGTON, VIRGINIA 22203	
<b>ATTORNEY DOCKET NUMBER:</b>	0000-EMBON-MISC	
<b>NAME OF SUBMITTER:</b>	ERIC JENSEN	
<b>SIGNATURE:</b>	/ERIC JENSEN/	
<b>DATE SIGNED:</b>	08/24/2020	
<b>Total Attachments: 3</b>		
source=10234266_16301279_10345093_16474598_ASSMT#page1.tif		
source=10234266_16301279_10345093_16474598_ASSMT#page2.tif		
source=10234266_16301279_10345093_16474598_ASSMT#page3.tif		



HPP ATTORNEYS

## SALE AND ASSIGNMENT AGREEMENT

This sale agreement (the "SAA") is entered into on 10 June 2020 (by and between:

- 1) **Bankruptcy estate of Nanojet Oy** (business ID 3121935-5), with registered address at c/o HPP Attorneys Ltd, 00100 Helsinki, Finland (the "**Seller**");
- 2) **Nanoform Finland Oyj**, (business ID 3121935-5), a limited liability company organized under the laws of Finland having its registered address at Viikinkaari 4, 00790 Helsinki, Finland (the "**Buyer**").

hereinafter referred to as the "**Parties**" and individually as a "**Party**", as the context may require.

### 1 Background and Purpose

- 1.1 Nanojet Oy has been declared bankrupt on 24 February 2020. The Seller is the owner / title holder of certain intellectual property rights and equipment which the Buyer is interested in acquiring.
- 1.2 The purpose of this SAA is to agree on the terms and conditions on which the Seller sells, and the Buyer acquires, the intellectual property rights and equipment (as defined below).

### 2 Sale and assignment

- 2.1 By signing of this SAA, the Seller sells and assigns to the Buyer and the Buyer purchases from the Seller the intellectual property rights defined in Appendix 1 (the "**Patents and Patent Applications**"), and any and all pending and future applications for patents under the laws of any foreign country with respect to the patentable inventions from which such Patents and Patent Applications arise as described and disclosed in the Patents and Patent Applications and claiming priority to the Patents and Patent Applications, including without limitation utility patents, utility models, design patents, invention certificates, provisionals, continuations, divisionals, continuations-in-part, reexaminations, reissues, extensions and renewals, in all countries of the world (the "**Intellectual Property Rights**") and the equipment defined in Appendix 2 (the "**Equipment**"). Intellectual Property Rights assigned hereunder shall include a right to all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under or on account of the Intellectual Property Rights, including without limitation all causes of action and other enforcement rights for damages, injunctive relief, and any other remedies of any kind for past, current and future infringement; and all rights to collect royalties or other payments under or on account of the Intellectual Property Rights and any of the foregoing.

- 2.2 Seller assigns to Buyer all rights to make applications for patents, utility models, industrial design protections, design patent protections, or other grants or issuances of any type for any of the Intellectual Property Rights or other forms of protection for the Intellectual Property Rights throughout the world, and empowers and transfers to the Buyer the right to prosecute such applications as well as to claim and receive the benefit of the right of priority, including the right to invoke and claim such right of priority without further written or oral authorization.
- 2.3 Seller shall, without charge to Buyer, both before and for six months after the date of this Agreement, execute and deliver all such further documents, including instruments of transfer and assignment documents that Buyer may reasonably need or are helpful to give effect to the assignments in Sections 2.1 and 2.2 above. Seller agrees to cooperate with Buyer after the Effective Date without expense to Buyer, to provide all files and documents in Seller's possession or control relating to the Intellectual Property Rights and Equipment to the extent requested by Buyer and available to Seller.
- 2.4 The Buyer has acquainted itself with the current status of Intellectual Property Rights and the Equipment and acknowledges and agrees that the Seller does not give any representations or warranties with respect to them and that the Buyer, consequently, acquires the Intellectual Property Rights and Equipment on an "as is" basis.
- 2.5 The Buyer is aware that as of the start of Nanojet Oy's bankruptcy, the bankruptcy estate has not advanced the processes related to the Intellectual Property Rights nor paid any authority / registrar payments or patent attorney payments thereof due. The Buyer has been provided with a deadline report prepared by Nanojet Oy's patent attorney (Appendix 3). The Seller however does not warrant the accuracy of the said deadline report. The Buyer has checked the current status of Intellectual Property Rights prior to signing this SAA.
- 2.6 The ownership of and title to the Intellectual Property Rights and the Equipment shall pass from the Seller to the Buyer simultaneously with the execution of this SAA against payment of the purchase price set forth in Section 3.
- 2.7 The Equipment is located at the premises of the University of Helsinki. The Buyer shall be solely responsible for any potential transfer and/or relocation costs.
- 2.8 As of the date of this SAA, the Buyer shall bear all costs, liability and risk with regards to the Intellectual Property Rights and the Equipment.

**3 Purchase Price and Payment of Purchase Price**

3.1

3.2

**4 Miscellaneous**

- 4.1 This SAA shall be construed in accordance with the laws of Finland.
- 4.2 Any dispute, controversy or claim arising out of relating to this SAA, or the breach, termination or validity thereof, shall be determined and resolved by the District Court of Helsinki as the first instance.
- 4.3 This SAA is executed in two identical copies, one for each Party.

**NANOFORM FINLAND OYJ**

DocuSigned by:

*Albert Haeggström*

FF1EA6D12C4E42E...

Albert Haeggström  
CFO

**NANOJET OY BANKRUPTCY ESTATE**

DocuSigned by:

*Sami Uoti*

B5BB6F2F7B5D444...

Sami Uoti  
Bankruptcy trustee of Nanojet Oy's bankruptcy estate

#13319148v3