

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6350778

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TECHNISCHE UNIVERSITEIT DELFT	02/20/2020
RECEIVING PARTY DATA		
Name:	FESLA CHARGE B.V.	
Street Address:	VAN DER BURGHWEG 1	
City:	DELFT	
State/Country:	NETHERLANDS	
Postal Code:	2628 CS	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16618190
CORRESPONDENCE DATA		
Fax Number:		
<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>		
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Address Line 4:	THE HAGUE, NETHERLANDS 2595 DA	
ATTORNEY DOCKET NUMBER:	J6097240US	
NAME OF SUBMITTER:	CATHERINE A. SHULTZ	
SIGNATURE:	/Catherine A. Shultz/	
DATE SIGNED:	10/15/2020	
Total Attachments: 4		
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PATENT TRANSFER AGREEMENT

THE UNDERSIGNED:

1. **TECHNISCHE UNIVERSITEIT DELFT**, a legal entity governed by public law (*publiekrechtelijke rechtspersoon*), incorporated under the laws of the Netherlands, having its registered seat at Delft and its offices at (2628 CN) Delft, Stevinweg 1 and registered with the Dutch trade register under number 27364265 ("**TU Delft**"); and
2. **FESLA CHARGE B.V.**, a private company with limited liability, incorporated under the laws of the Netherlands, having its statutory seat at Delft and its office address at Van der Burghweg 1, 2628CS in Delft and registered with the Dutch trade register under number 76210073 (the "**Company**"),

TU Delft and Company hereinafter together the "**Parties**" and each of them a "**Party**".

WHEREAS:

- A on 10 December 2019 Delft Enterprises, representing the TU Delft, and the Company entered into a participation and shareholders' agreement in which the TU Delft agreed to transfer the Patent (as defined below) to the Company if related conditions would be met;
- B under the terms and conditions of this Agreement TU Delft hereby wishes to assign and transfer the Patent to the Company, which assignment and transfer the Company wishes to accept,

HEREBY AGREE AS FOLLOWS:

1 INTERPRETATION

- 1.1 The appendices specified below (the "**Appendices**", each an "**Appendix**") will be attached to the Agreement and form an integral part thereof:

Appendix 1: Description of the Patent;

- 1.2 In this Agreement the following terms shall have the following meanings:

"**Agreement**" means this agreement including the Appendices;

"**Patent**" means the patent with TU Delft internal reference number OCT-17-004, as further described in Appendix 1.

Any other term defined in this Agreement shall have the meaning as ascribed to such term in this Agreement.

2 ASSIGNMENT AND TRANSFER

Handwritten signature and initials, likely representing the representatives of TU Delft and the Company.

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REEL: 054058 FRAME: 0631

- 2.1 TU Delft hereby perpetually, irrevocably and unconditionally assigns for no consideration and transfers and the Company hereby accepts from TU Delft the entire right, title and interest on and entitlement to the Patent.
- 2.2 Parties agree that TU Delft shall take all action and execute all documents that may be required to transfer the Patent to the Company. The Company will cooperate and do all acts that may be required and may be requested by TU Delft or any third person.
- 2.3 The Company will bear all out of pocket cost related to the transfer of the Patent, as well as the reimbursement of prepaid expenses by TU Delft in the National Phase for the patent application processes in the EU and U.S.. TU Delft will send Company an invoice, that Company shall pay no later than thirty days after invoice date.

3 WARRANTIES

- 3.1 TU Delft warrants to the Company that:
- (i) it exclusively owns all right, title, and interest in and to the Patent;
 - (ii) it has not granted any licenses or other rights to the Patent to any third party;
 - (iii) the Patent is free of any liens, encumbrances, security interests, and restrictions on transfer;
 - (iv) it has not previously assigned, transferred, conveyed or otherwise encumbered its right, title and interest on and entitlement to the Patent to any third party and is in no way limited in its authority to transfer this right as envisaged in this Agreement;
 - (v) it has legal power, authority and right to enter into this Agreement and to perform its respective obligations under this Agreement.

4 NEGATION OF WARRANTIES

- 4.1 The Company acknowledges and agrees that the rights granted in this Agreement are provided on an "as is" basis and that TU Delft does not give any warranties (*garanties*), other than mentioned in Article 3.1, in relation to the Patent, including, but not limited to any warranty:
- A. of non-infringement;
 - B. of validity of the scope of the Patent;
 - C. that the exploitation of the Patent will be successful; and
 - D. of freedom to operate.

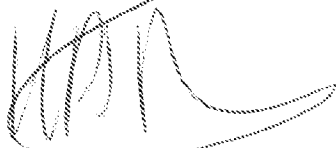
5 MISCELLANEOUS

- 5.1 *Waiver*
Each of the Parties hereby waives (and accepts this waiver given by the other Party) the right to wholly or partially amend (*wijzigen*), dissolve (*ontbinden*) and/or annul (*vernietigen*) this Agreement to the extent allowed under applicable law.
- 5.2 *Disputes and Governing law*
This Agreement is governed exclusively by and construed in accordance with Dutch Law.

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- 5.3 The Parties agree that they shall use their best efforts to seek in good faith an amicable settlement for any claim or dispute between them arising out of or in connection with this Agreement. Any dispute or difference arising in connection with this Agreement which cannot be amicably settled between the Parties, shall, in first instance or in summary proceedings (*kort geding*), be submitted to the district court of The Hague, the Netherlands.

Agreed and signed in twofold:

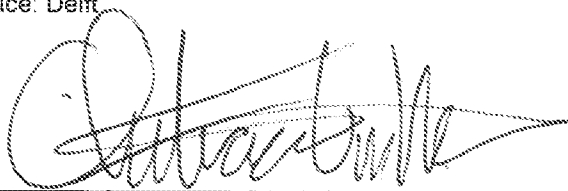


Delft University of Technology

H.P.S. Althuis, director Valorisation Centre

Date: 20-2-2020

Place: Delft



Fesla Charge B.V.

Christiaan van Nispen, director

Date: 27-02-2020

Place: Delft



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APPENDIX 1 – DESCRIPTION OF THE PATENT

OCT-17-004 Contactless charger system for charging an electric vehicle (WO 2018/220164)

Details:

Prio: NL/2019015 (02.06.2017)
PCT: PCT/EP2018/064436 (01.06.2018)
EU Application: 18726837.0, submitted 09-12-2019
U.S. Application: 6/618,190, submitted 29-11-2019.
Applicant: Technische Universiteit Delft
Inventors: van Duijsen, Peter Johan, Velzeboer, Tim; Bauer, Pavol

Abstract

A contactless charger system for charging a power storage unit of an electrically driven vehicle, such as an e-bike. The contactless charger system has a power transmission part with a primary coil around a primary magnetic circuit part comprising two primary pole faces, and a power receiving part with a secondary coil around a secondary magnetic circuit part comprising two secondary pole faces. In operation, the two primary pole faces and the two secondary pole faces are aligned such that the primary and secondary magnetic circuit parts form a closed magnetic circuit. The secondary magnetic circuit part is an integral part of an electrically driven vehicle stand.


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