

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6390923

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ARNE FJÄLLING	09/22/2020
RECEIVING PARTY DATA		
Name:	TRANSMORO AB	
Street Address:	ALMAS ALLÉ 7, ULTUNA	
Internal Address:	C/O SLU HOLDING AB	
City:	UPPSALA	
State/Country:	SWEDEN	
Postal Code:	756 51	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	10087907
CORRESPONDENCE DATA		
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<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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ATTORNEY DOCKET NUMBER:	1699-4	
NAME OF SUBMITTER:	GEORGE M. KAPLAN	
SIGNATURE:	/gmk/	
DATE SIGNED:	11/09/2020	
Total Attachments: 4		
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source=Assignment#page4.tif		

Patent Assignment Agreement

Made by and between

Assignor: Arne Fjälling, a citizen and resident of Sweden, with postal address at Kilsvägen 4, 178 52 Ekerö, Sweden, hereinafter referred to as Assignor.

Assignee: Transmoro AB, 559070-0554, a company organized under the laws of Sweden, having a principal place of business at c/o SLU Holding AB, Almas Allé 7, Ultuna, 756 51 Uppsala, Sweden., hereinafter referred to as Assignee.

PREAMBLE

Arne Fjälling has made an invention related to a transporter adapted for a two-way transporter of water and organism living in water. The object of the invention is based on offering secure migration ways for fish and other organisms living in water past power stations, dam constructions and water plants. The invention was the subject of a Swedish patent application No. 1350969-0 filed on August 23, 2013 and granted on May 10, 2016 and published as SE 538319 C2. The Swedish patent was assigned to the Assignee on May 1, 2017. Further, the invention was the subject of a PCT-application No. WO 215026289 designating inter alia CA EP and US. The following Patent applications, hereinafter referred to as the Patents, Appendix 1, have been filed for the invention:

CA 2921671

CH 3036376 – Granted

DE 303676 – Granted

EP 303676 - Granted

FI 303676 - Granted

FR 303676 - Granted

GB303676 – Granted

IE 303676 - Granted

NO 303676 – Granted

US 10087907 - Granted

The Assignee has found a need to acquire the Patents, and the Assignor accepts the assignment of the Patents.

1. Grant

Now, therefore and in consideration of TEN DOLLARS (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor assigns and transfers to the Assignee its successors and assigns with the Effective Date of September 22, 2020,

the entire right, title and interest, including the right to claim priority, in and to the Patents, including all divisions, continuation and continuation in part applications of any such Patent, all patents issuing from any of the foregoing patents, renewals to the full end of term of the respective Patent, and any extension thereof, and

all its accrued rights to claim relief from third parties in respect of infringement or unlawful use of the Patents.

2. Statements

The Assignor and the Assignee states the following:

The Assignor states,

- That the Assignor has all the rights and authority necessary to enter into and fully comply with the obligations under this Agreement.
- That the Assignor is the owner of all Patents necessary for the grant of the rights under this Agreement.
- That there does not exist as far as the Assignor is aware any third-party claims concerning the Patents that are in conflict with the Assignee's rights under the Agreement.
- That the Patents have been duly prosecuted and upheld.
- That there does not exist as far as the Assignor is aware of any reason to assume that the patent application in Canada will not be granted or may not be possible to uphold in its current form and scope.
- That there is no litigation, arbitration, or any other proceedings pending or threatened against the Assignor that relate to the granting or validity of the Patents.
- That the Patents have not been pledged or are subject to any other kind of security interest.
- That the Patents as far as the Assignor is aware are not presently subject to any infringement and have not been subject to infringement by any third party.

The Assignee states,

- That it has all the rights and authority necessary to enter into and fully comply with this Agreement.

3. Documents

The Assignor undertakes to sign, within fourteen (14) days from receipt, documents needed for the recordal of the assignment of the Patents at the respective Patent Office.

4. Expenses

All expenses, legal fee included, to request a recordal of the assignment of the Patents at the respective Patent Office, shall be borne by The Assignee.

5. Governing law

This Agreement shall be governed by Swedish law, excluding its conflict of law principles.

6. Disputes

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, considering the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

The seat of arbitration shall be Stockholm

The language to be used in the arbitral proceedings shall be Swedish.

The Parties undertake, without limitation in time, not to disclose (unless compelled to do so by law, regulation, court, or authority, or to preserve its legal rights):

- the contents of an arbitration award issued in connection with the Agreement;
- information about negotiations, arbitral proceedings, or mediation in connection with the Agreement;
- ruling or awards issued by an arbitral tribunal in connection with the Agreement.

This agreement has been executed in two copies, one for each party.

Place and Date

Umeå 2020-10-06

Arne Fjälling

Arne Fjälling, Assignor

Linköping 2020-10-11

Gert Malmberg

Gert Malmberg
Chairman of the Board and Authorized signatory
Transmoro AB, Assignee

Umeå 2020-10-06

Arne Fjälling

Arne Fjälling
Member of the Board and Authorized signatory
Transmoro AB, Assignee

Appendix 1. List of patents assigned

Appendix 1 to Assignment Agreement Arne Fjälling Transmoro AB - List of patents assigned

Brann ref.	Catchword	Country	Appln. no.	Int. appln. date	Grant date	Patent no.	Applicant/Owner
P10323CA00	Transportör	Canada	2921671	2014-08-25			Arne Fjälling
P10323CHEP	Transportör	Switzerland	14838408.4	2014-08-25	2018-07-11	3036376	Arne Fjälling
P10323DEEP	Transportör	Germany	14838408.4	2014-08-25	2018-07-11	3036376	Arne Fjälling
P10323EP00	Transportör	EPO	14838408.4	2014-08-25	2018-07-11	3036376	Arne Fjälling
P10323FIEP	Transportör	Finland	14838408.4	2014-08-25	2018-07-11	3036376	Arne Fjälling
P10323FREP	Transportör	France	14838408.4	2014-08-25	2018-07-11	3036376	Arne Fjälling
P10323GBEP	Transportör	United Kingdom	14838408.4	2014-08-25	2018-07-11	3036376	Arne Fjälling
P10323IEEP	Transportör	Ireland	14838408.4	2014-08-25	2018-07-11	3036376	Arne Fjälling
P10323NOEP	Transportör	Norway	14838408.4	2014-08-25	2018-07-11	3036376	Arne Fjälling
P10323SE00	Transportör	Sweden	1350969-0	2013-08-23	2016-05-10	1350969-0	Arne Fjälling
P10323US00	Transportör	U S A	14/912499	2014-08-25	2018-10-02	10087907	Transmoro AB
							Arne Fjälling