

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6409186

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NEXTSTREAM CO2, LLC	08/11/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Air Products and Chemicals, Inc.
<b>Street Address:</b>	7201 Hamilton Blvd.
<b>Internal Address:</b>	Patent Dept.
<b>City:</b>	Allentown
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	18195-1501
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	10765994
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(610)481-7083
<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>	610-481-8761
<b>Email:</b>	patentm@airproducts.com
<b>Correspondent Name:</b>	ROBIN M. WESTON
<b>Address Line 1:</b>	7201 HAMILTON BLVD.
<b>Address Line 2:</b>	PATENT DEPT.
<b>Address Line 4:</b>	ALLENTOWN, PENNSYLVANIA 18195-1501
<b>ATTORNEY DOCKET NUMBER:</b>	08221 USA
<b>NAME OF SUBMITTER:</b>	LARRY S. ZELSON
<b>SIGNATURE:</b>	/Larry S. Zelson/
<b>DATE SIGNED:</b>	11/19/2020
<b>Total Attachments: 4</b>	
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## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“Intellectual Property Assignment Agreement”) is to be effective as of August 11, 2020, by and between AIR PRODUCTS AND CHEMICALS, INC., a Delaware corporation (“Assignee”), and **NextStream CO<sub>2</sub>, LLC** (“Assignor”), in accordance with the terms of that certain Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”), by and between Assignor, Assignee, and **NextStream Growth I, LLC**, a Delaware Limited Liability Company. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

### **BACKGROUND**

Assignor and Assignee are parties to the Purchase Agreement, which provides for the execution and delivery of this Intellectual Property Assignment Agreement with respect to the Owned Intellectual Property Rights and the Licensed Intellectual Property Rights.

### **AGREEMENT**

**NOW, THEREFORE**, be it known that for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts, purchases and assumes, all of Assignor’s right, title and interest in and to (free and clear of all Liens), the Owned Intellectual Property Rights and the Licensed Intellectual Property Rights, inclusive of (a) any and all right, title and interest in and to any divisional, continuing or other applications based in whole or in part on the Owned Intellectual Property Rights and the Licensed Intellectual Property Rights, (b) all rights of priority therein as may now or hereafter be granted to Assignor by law, treaty or other international convention, and (c) all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringement or misappropriation of the Owned Intellectual Property Rights and the Licensed Intellectual Property Rights, including, without limitation, the right to compromise, sue for and collect such profits and damages. Assignee, its successors and assigns or their legal representatives, shall hold and enjoy all of the foregoing as fully and entirely as the same would have been held and enjoyed by Assignor if this Intellectual Property Assignment Agreement had not been made. For clarity, the Owned Intellectual Property Rights referred to herein includes, but are not limited to:

- US Pat. App. No. 15/171,775 (published as US Pat. Pub. No. 2017/0350650)
- US Pat. App. No. 15/672,446 (published as US Pat. Pub. No. 2017/0368499)
- US Pat. App. No. 62/905,773 (filed 25 September 2019)

2. From and after the date hereof, Assignor shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, and do all acts necessary or proper to consummate this Intellectual Property Assignment Agreement and

to vest and confirm in Assignee, its successors and assigns, the legal title to all the Owned Intellectual Property Rights and the Licensed Intellectual Property Rights.

3. Each of Assignor and Assignee, by its execution of this Intellectual Property Assignment Agreement hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

4. This Intellectual Property Assignment Agreement, the rights of the parties and all proceedings arising in whole or in part under or in connection herewith shall be construed and interpreted in accordance with the laws of the State of Delaware without regard to its provisions concerning conflict of laws.

5. This Intellectual Property Assignment Agreement may be executed in two or more counterparts, and each party may sign on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute the same instrument.

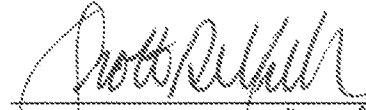
*[remainder of page intentionally blank; signature pages to follow]*

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.

ASSIGNOR:

NextStream CO<sub>2</sub>, LLC

By:

  
Name: Scott R. Mueller  
Title: Chairman

Signature Page to Intellectual Property Assignment Agreement


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PATENT  
REEL: 054414 FRAME: 0441

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement to be effective as of the date first written above.

ASSIGNEE:

AIR PRODUCTS AND CHEMICALS, INC.

By:   
Name: William E. Karlson  
Title: Executive Director, Technology

[Signature Page to Intellectual Property Assignment Agreement]

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