

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6519172

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HOPSHARVESTER, LLC	11/25/2020
RECEIVING PARTY DATA	
Name:	MITOTECHNOLOGIES, LLC
Street Address:	355 PAUL ROAD
City:	ROCHESTER
State/Country:	NEW YORK
Postal Code:	14624
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9699969
Patent Number:	10085381
Application Number:	16290189
Application Number:	62637862
CORRESPONDENCE DATA	
Fax Number:	(585)899-3973
<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>	
Phone:	585-899-3970
Email:	dbasch@bnpatentlaw.com
Correspondent Name:	DUANE C. BASCH
Address Line 1:	1751 PENFIELD RD.
Address Line 4:	PENFIELD, NEW YORK 14526
ATTORNEY DOCKET NUMBER:	1366
NAME OF SUBMITTER:	DUANE C. BASCH
SIGNATURE:	/Duane C. Basch, Esq., Reg. No. 34,545/
DATE SIGNED:	01/27/2021
Total Attachments: 5	
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PATENT ASSIGNMENT AGREEMENT

WHEREAS, HOPSHARVESTER, LLC, a New York limited liability company, with an address at 185 Langpap Road, Honeoye Falls, New York 14472 ("**Assignor**"), owns all right, title, and interest in and to the patents and/or patent applications identified in **Exhibit A** attached hereto, including the inventions described therein and the patents issued and reissued thereon (collectively, "**Patents**"), the renewals therefor and all claims for past or future infringement thereof.

WHEREAS, MITOTECHNOLOGIES, LLC, a New York limited liability company, with an address at 355 Paul Road, Rochester, New York 14624 ("**Assignee**"), and Assignor have entered into an Asset Purchase Agreement ("**Agreement**") dated November 25, 2020, under which Assignor agreed to sell and Assignee agreed to purchase certain assets of Assignor, including the aforesaid Patents, and the applications and renewals therefor and all claims for past or future infringement thereof.

WHEREAS, Assignor agrees any and all inventors having made any contribution to any part of the conception of the subject of each patent or patent application have duly and properly transferred all rights granted under the patent or patent application to Assignor.

WHEREAS, Assignor represents and warrants that: (i) Assignor owns the entire right, title and interest in and to the Patents; (ii) all registrations with the United States Patent and Trademark Office for the Patents, to the extent the Patents are registered rather than mere applications, are currently valid and in full force and effect; (iii) Assignor has not licensed the Patents to any other person or entity or granted, either expressly or impliedly, except as set forth in the Distribution Agreement (as defined in the Agreement); (iv) there are no liens or security interests against the Patents; (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's organizational documents.

NOW THEREFORE, for valuable consideration as set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, convey, and transfer unto Assignee, its successors and assigns, free and clear of any and all liens, restrictions, claims, and encumbrances, Assignor's entire right, title, and interest in and to the Patents and divisions, continuations or continuations-in-part thereof, including the right to make future applications for patents that relate to the Patents and inventions in the United States and in foreign countries in the name of HopsHarvester, LLC or any employees or members thereof, together with all rights of registration, maintenance, and protection thereof in any form, all rights to income, royalties, damages, and infringements and of inference proceedings and reexaminations involving such Patents.

At any time, and from time to time after the date of this Agreement, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to enable the transfer, conveyance, and assignment to Assignee of the Patents and to confirm Assignee's title to the Patents and any and all registrations with the United States Patent and Trademark Office thereof or applications therefor. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Patents, provided that such is at times reasonably agreed upon by Assignor and at times reasonably acceptable to Assignor. Assignee hereby accepts the aforementioned assignments.

This Assignment is deemed to be executed and delivered within the State of New York and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of New York without regard to its conflicts or law principals.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed this Assignment effective as of the 25th day of November, 2020.

HopsHarvester, LLC

By: [Signature]
Name: John Borzo
Title: member

MitoTechnologies, LLC

By: _____
Name:
Title:

State of New York)
)
County of Monroe)

On the 24th day of November, in the year 2020, before me, the undersigned personally appeared John Borzo personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

PATRICIA E. LEONE
Notary Public - State Of New York
No. 01LE6346686
Qualified in Monroe County
My Commission Expires August 22, 2024

[Signature]
Notary Public

State of New York)
)
County of _____)

On the ____ day of _____, in the year 2020, before me, the undersigned personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

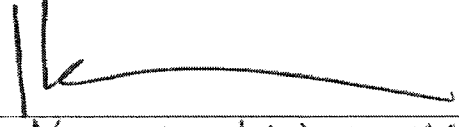
IN WITNESS WHEREOF, Assignor has duly executed this Assignment of this ___ day of _____, 2020.

HopsHarvester, LLC

By: _____
Name:
Title:

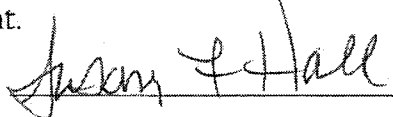
SUSANN F HALL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HA6170584
Qualified in Monroe County
My Commission Expires 7/9/23

MitoTechnologies, LLC

By: 
Name: Kenneth J. Wasnork
Title: CEO

State of New York)
)
County of MONROE)

On the 19 day of November, in the year 2020, before me, the undersigned personally appeared Kenneth J. Wasnork personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.


Notary Public

State of New York)
)
County of _____)

On the ____ day of _____, in the year 2020, before me, the undersigned personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Notary Public

Exhibit A

PATENTS

Filed	Application Number	County	Patent No. (P) or Serial No. (S)	Date	Name of Inventor	Title of Invention
April 8, 2016	15/093,794	United States of America	9,699,969	July 11, 2017	John Bonzo Jeffrey Heintz	Portable hops harvester
June 6, 2017	16/614,909	United States of America	10,085,381	October 2, 2018	John Bonzo Jeffrey Heintz	Portable hops harvester

PATENT APPLICATIONS

Filed	Application Number	County	Patent No. (P) or Serial No. (S)	Date	Name of Inventor	Title of Invention
May 1, 2019	16/290,189 (62637862)	United States of America	N/A	N/A	John Bonzo Jeffrey Heintz	Modular OAST Floor Panels and OAST Drying System
July 31, 2015	2,899,098	Canada			John Bonzo Jeffrey Heintz	Portable hops harvester