

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6551686

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ENSTO OY (1481990-6)	12/28/2020
RECEIVING PARTY DATA		
Name:	ENSTO OY (3155557-8)	
Street Address:	ENSIO MIETTISEN KATU 2	
City:	PORVOO	
State/Country:	FINLAND	
Postal Code:	06101	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	16201394	
Application Number:	16201412	
CORRESPONDENCE DATA		
Fax Number:	(704)444-1111	
<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:	7044441000	
Email:	torrey.wyatt@alston.com	
Correspondent Name:	ALSTON & BIRD LLP	
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ATTORNEY DOCKET NUMBER:	062967/523423 & 523426	
NAME OF SUBMITTER:	CHRISTOPHER J. GEGG	
SIGNATURE:	/Christopher J. Gegg/	
DATE SIGNED:	02/15/2021	
Total Attachments: 16		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

By and Between

ENSTO OY

and



and

ENSTO OY

28 December 2020



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A handwritten signature in dark ink, appearing to be "HKE" followed by a stylized flourish.

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APPENDICES

Numbering	Name
Appendix 1	List of Trademarks
Appendix 2	List of Patents
Appendix 3	List of Designs
Appendix 4	List of Domains
Appendix 5	Other Intellectual Property Rights
Appendix 6	Country Specific Requirements

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THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") has been entered into by and between the Parties defined in Section 1 on 28 December 2020.

1 PARTIES

1.1 The following parties have entered into this Agreement:

A. Ensto Oy, a limited liability company registered under the laws of Finland, having its registered address at PL 77, 06101 Porvoo, Finland, and operating under the business identity code 1481990-6 ("Transferor"); and

B.

C. Ensto Oy, a new limited liability company to be incorporated under the laws of Finland, to have its registered address at PL 77, 06101 Porvoo, Finland, and having the business identity code 3155557-8 ("Transferee").

1.2 In this Agreement, the Transferor and Transferees may be referred to individually as a "Party" and jointly as the "Parties" as the context may require. The Parties referred to above in B. and C. together as the "Transferees".

2 BACKGROUND TO THE AGREEMENT

2.1 Transferor owns all right, title, and interest in and to certain intellectual property rights identified in this Agreement and is the sole and exclusive owner of such intellectual property rights.

2.2 The Parties belong to the same corporate group, Ensto group of companies ("Ensto"). The Parties have signed the demerger plan on August 27th, 2020 according to which the Transferor shall be demerged as a result of which all its assets and liabilities shall be transferred to the Transferees as set out in the demerger plan. As a result of the demerger, the Transferor shall dissolve. For the sake of clarity, the Parties acknowledge that the new Ensto Oy shall be established in connection with the implementation of the demerger. The implementation of the demerger shall be executed on January 1st, 2021.

2.3 As part of a restructuring of the corporate structure, the Transferor desires to transfer to the Transferees and the Transferees desire to assume from the Transferor all right, title, and interest in and to the intellectual property rights set forth in this Agreement, and become the sole and exclusive owners of such rights, as further agreed herein.

2.4 As a result of the aforementioned, the Parties have agreed to the assignment of the intellectual property rights under and subject to the terms and conditions of this Agreement. This Agreement supplements the demerger plan in respect of the transferred assets (including the intellectual property rights).

3 DEFINITIONS

3.1 The following words and phrases shall have the meaning assigned to them in this Section 3.

3.1.1 "Agreement" shall mean this Intellectual Property Assignment Agreement.

3.1.2 "Designs" shall mean the assets set forth in Appendix 3.

- 3.1.3 "Demerger Plan" shall mean the demerger plan dated and accepted by the Board of Directors of Ensto Oy on August 27th, 2020.
- 3.1.4 "Domains" shall mean the assets set forth in Appendix 4.
- 3.1.5 "Effective Date" shall mean January 1st, 2021.
- 3.1.6 "Information" shall mean any IPR, technical, commercial, business related, financial or company information received in relation to this Agreement, or the existence of the Agreement itself.
- 3.1.7 "Intellectual Property Rights" or "IPR's" shall mean Patents, petty patents, utility models, design patents, designs (whether or not capable of registration), chip topography rights, database rights and other like protection, copyright protected works, trademarks, trade names, trade dresses, trade secrets, and/or any other industrial and/or intellectual property rights, and applications, divisions, continuations, renewals, re-exams and reissues thereof, including without limitation any and all goodwill in any of the same.
- 3.1.8 "Patents" shall mean the registered patents set forth in Appendix 2 including any and all applications, divisions, continuations, renewals, re-exams and reissues thereof.
- 3.1.9 "Transferees" shall mean [REDACTED] and the new Ensto Oy as identified in Section 1.1 (B. and C.) above.
- 3.1.10 "Transferor" shall mean Ensto Oy as identified in Section 1.1 (A.) above.
- 3.1.11 "Trademarks" shall mean the trademarks set forth in Appendix 1 including any and all applications, divisions, continuations, renewals, re-exams and reissues thereof.

3.2 For the purpose of the definitions of this Agreement, and where necessary, terms referred to in the singular shall also include the plural and vice versa.

4 ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

4.1 As of the Effective Date, the Transferor transfers and assigns to the Transferees and Transferees assume and accept from the Transferor the assignment and transfer of the IPR's. The allocation of the IPR's between the Transferees is disclosed in more detail in Appendix 1 – Appendix 5 of this Agreement. All rights, title, and interest in and to the IPRs designated to the Transferee in the

Appendices shall solely and exclusively vest in the particular Transferee as of the Effect Date and as of the same date, the Transferee shall be the sole and exclusive owner of the IPR's.

- 4.2 Upon the transfer and assignment of the IPR's, the Transferor, to the fullest extent permitted by applicable law, waives any and all rights relating to the IPR's, and agrees that upon assignment of the IPR's all rights and interest in and/or resulting from the IPR's shall accrue to the benefit of the Transferee, which has assumed ownership of the IPR pursuant to the applicable Appendix.
- 4.3 The Transferees shall bear at their own costs all registrations fees and other costs related to the change of ownership of the IPR's.
- 4.4 In case this Agreement would be subsequently amended due to country-specific requirements related to the assignment of the IPR's, these amendments will be included as a separate appendix (Appendix 6) to this Agreement.

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6 WARRANTIES

6.1 Common Warranties of the Parties

- 6.1.1 Each Party warrants and represents that it has full corporate rights and authority to enter into this Agreement and consummate the transfer set forth herein.

6.2 Warranties of the Transferor

- 6.2.1 The Transferor warrants and represents that:
- 6.2.1.1 It will maintain at its cost all registrations for all IPR's as applicable up to and including the Effective Date;
- 6.2.1.2 It will not undertake any action or omission that would prejudice the value or goodwill of the IPR's; and
- 6.2.1.3 It has provided to the Transferees with all pertinent information relating to the IPR's, their respective registrations, as well as any and all challenges and/or third-party claims related to or resulting from the IPR's.

6.3 Warranties of the Transferees

- 6.4 The Transferees warrant and represent that:
- 6.4.1 They have sufficiently reviewed the IPR's, their respective registrations, connected liabilities, as well as any and all challenges and/or other third-party claims related to or resulting from the IPR's; and
- 6.4.2 As a result of such a review, they have no claims or demands against the Transferor with respect to the IPRs.

6.5 No Other Warranties

6.6 The IPR's are assigned and transferred "as is" and "as available" without warranties of any kind, including without limitation any implied warranties of non-infringement, merchantability, or fitness for a particular purpose.

6.7 Except for the express warranties set forth herein, all Parties expressly exclude and disclaim any and all representations and warranties including, without limitation, any and all implied warranties arising from applicable legislation.

7 NO INDEMNITIES

7.1 Each Party shall be responsible for its own costs and liabilities relating to this Agreement and the transfer agreed herein and no Party offers the other Parties any indemnities, defence, or release from any liability under or in relation to this Agreement.

7.2 The Parties expressly acknowledge and agree that Transferor will not indemnify, defend, or hold Transferees harmless from or against any third-party claims that the IPR's would infringe any third-party intellectual property right.

8 LIMITATION OF LIABILITY

8.1 A Party's aggregate liability toward the other Parties for any and all direct damages occurring under this Agreement shall be limited to [REDACTED]

8.2 Under no circumstances shall either Party be liable toward the other Party for any indirect, consequential, or punitive damages including, without limitation, any loss of profit or goodwill.

9 CONFIDENTIALITY

9.1 Each Party shall keep this Agreement, its respective terms and conditions, as well as the transaction set forth herein confidential and shall not disclose any of the same to any third party, except for the authorised financial, legal, and other similar advisors of a Party.

9.2 Each Party shall restrict access to Information received from the other Party to only to those of its personnel to whom such access is reasonably necessary for the proper performance of the Agreement. Such personnel shall be bound by written confidentiality obligations similar to those contained herein.

9.3 No Party shall make any publicity on, press release of or reference to this Agreement, the other Parties, or the transactions agreed between the Parties in this Agreement.

10 MISCELLANEOUS

10.1 Force Majeure

10.1.1 Each Party shall promptly notify the other Parties in writing of event(s) coming to the notifying Party's attention that reasonably may affect the Party's ability to meet any of its obligations under this Agreement.

10.1.2 The affected Party is not liable for a failure to perform any of its obligations under this Agreement to the extent it proves that the failure was due to an event of force majeure. The affected Party shall without delay take reasonable steps to limit or mitigate the consequences of the event of force majeure. If such an event would continue for more than seven (7) calendar days, any Party may cancel this Agreement.

10.2 Entire Agreement

The Agreement and its Appendices form the entire agreement between the Parties relating to the subject matter hereof and supersede all prior communications, written or oral, between the Parties.

10.3 Amendments

All amendments and modifications to this Agreement shall be made in writing and signed by all Parties.

10.4 Order of Precedence

In the event of any conflict between the main body of the Agreement and any Appendices, the provisions of the Appendices shall prevail in ascending order.

10.5 Headings

Headings are used for the purposes of references only and shall not affect the interpretation of the Agreement.

10.6 Assignment and Transfer

A Party shall not be entitled to assign or transfer all or any of its rights, benefits and obligations under the Agreement without the prior written consent of the other Parties.

10.7 Independent Parties

Each Party is operating, and will continue to operate, for its own account and nothing in this Agreement is intended or shall be construed to authorise a Party to create or assume any liability or indebtedness of any kind in the name of or on behalf of the other Parties or to act for or be responsible for the performance of the other Parties in any manner whatsoever.

10.8 Remedies and Waivers

No failure to exercise, nor any delay in exercising, on the part of a Party, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. All rights and remedies under this Agreement are cumulative and as a result thereof, a Party's exercise of any right or remedy does not affect its other rights or remedies in accordance with this Agreement or otherwise.

10.9 Partial Invalidity

If, at any time, any term or condition of this Agreement is or becomes illegal, invalid or unenforceable in any respect under applicable law, the legality, validity, and enforceability of the remaining terms and conditions shall in no manner be affected or impaired thereby. The invalid provision shall be replaced by a valid one, which to the extent possible achieves the original purpose and commercial goal of the invalid provision.

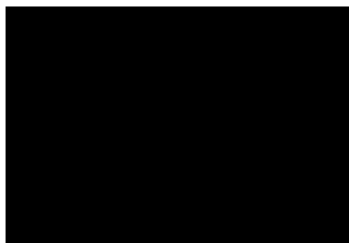
10.10 Surviving Clauses

Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of the Agreement shall survive. Such terms and conditions include but are not limited to terms relating to confidentiality, intellectual property rights, indemnifications and applicable law and disputes.

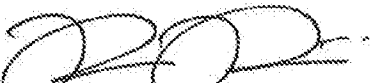
ENSTO OY



Hannu Keinänen
Managing Director



ENSTO OY,
on behalf of the company to be incorporated



Hannu Keinänen
Managing Director

[End]

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APPENDIX 1 – LIST OF TRADEMARKS

The Transferor's Trademarks shall be assigned to the Transferees pursuant to the table below:

Trademark	Country	Registration Application no.	Transferee (Insert name of Transferee)	Additional information

APPENDIX 2 – LIST OF PATENTS

The Transferor's Patents shall be assigned to the Transferees pursuant to the table below:

Patent	Country	Patent / Application no.	Transferee (Insert name of Transferee)

HK
PATENT

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SHEARING SCREW	US	16/201,412	Ensto Oy
SHEARING SCREW	US	10,573,979	Ensto Oy

HK
PATENT

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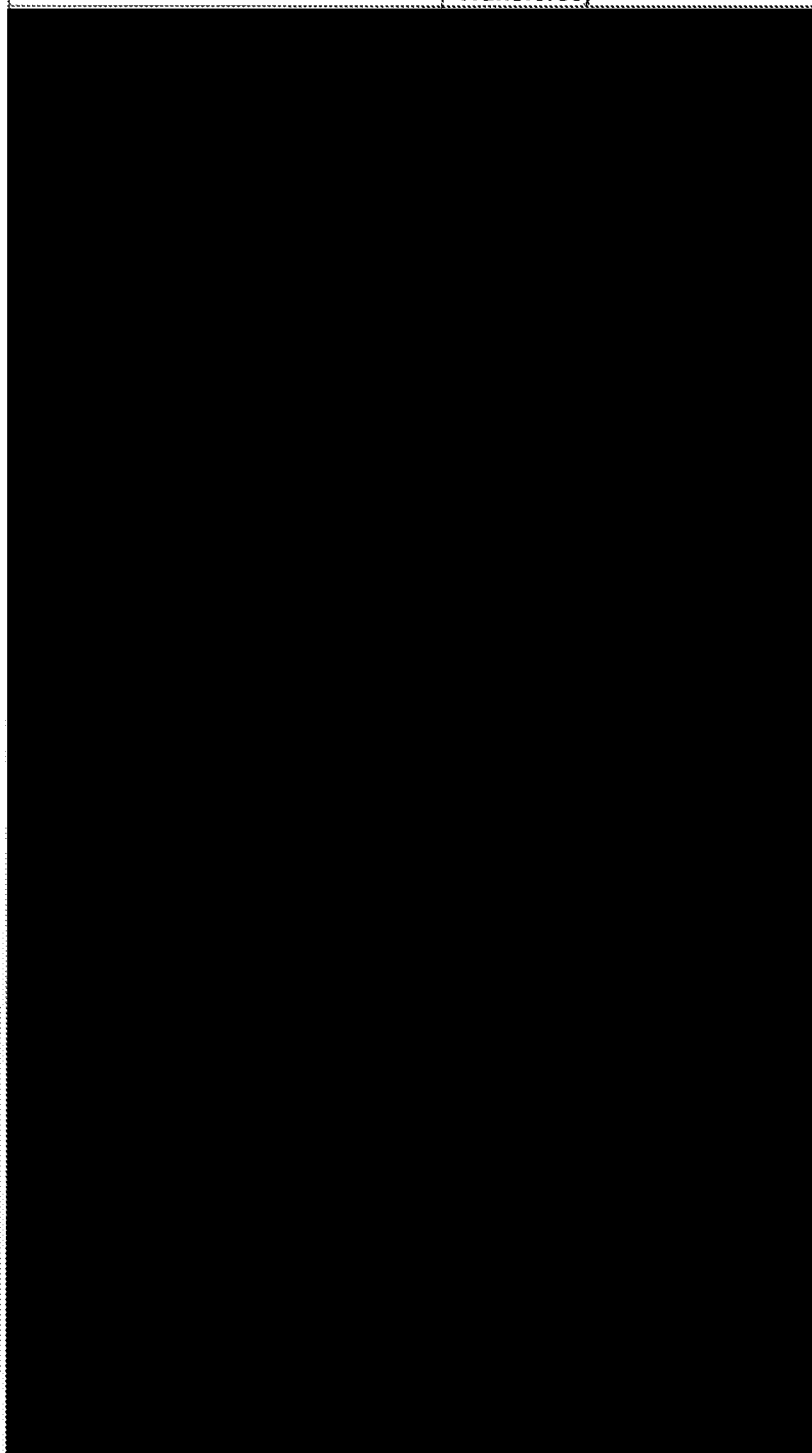
APPENDIX 3 – LIST OF DESIGNS

The Transferor's Designs shall be assigned to the Transferees pursuant to the table below:

Name of Design	Country	Registration / Application no. of Design	Transferee (Insert name of Transferee)

APPENDIX 4 – LIST OF DOMAINS

The Transferor's Domains shall be assigned to the Transferees pursuant to the table below:

Name of Domain	Transferee (Insert name of Transferee)
	

APPENDIX 5— LIST OF OTHER INTELLECTUAL PROPERTY RIGHTS

The Transferor's Other Intellectual Property Rights shall be assigned to the Transferees pursuant to the table below:

Type of Other Intellectual Property Right	Name of Other Intellectual Property Right	Country	Registration no.	Transferee (Insert name of Transferee)

UK
PATENT

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APPENDIX 6 – COUNTRY-SPECIFIC REQUIREMENTS


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