

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6575280

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	2	
CONVEYING PARTY DATA		
	Name	Execution Date
	PHILIP WESBY	11/04/2017
RECEIVING PARTY DATA		
Name:	SINGLE WING OY	
Street Address:	VAINO AUERINKATU 7G82	
City:	HELSINKI	
State/Country:	FINLAND	
Postal Code:	00560	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9879650
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>		
Email:	pwesby@protonmail.com	
Correspondent Name:	PHILIP WESBY	
Address Line 1:	MYSTVAGEN 5	
Address Line 4:	HALLINGSJO, SWEDEN 438 96	
NAME OF SUBMITTER:	PHILIP WESBY	
SIGNATURE:	/Philip Wesby/	
DATE SIGNED:	02/28/2021	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6		
source=2 patents + 1 registered Design Assignment#page1.tif		
source=2 patents + 1 registered Design Assignment#page2.tif		
source=Royalty Agreement consideration for assignment#page1.tif		
source=Royalty Agreement consideration for assignment#page2.tif		
source=Royalty Agreement consideration for assignment#page3.tif		
source=Statement of Ownership after Ventulus Closed#page1.tif		

PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT made the 4th day of November 2017

BETWEEN

PHILIP BERNARD WESBY, of Mystvägen 5, 43896 Hällingsjö, Sweden
Social Security Number 610212-4697
(hereinafter called "the ASSIGNOR" of the one part)

AND

SINGLE WING ENERGY OY, of Kiviparantie 6 E 62, FI-00920, Helsinki,
Finland, Company number 2831805-3
(hereinafter called "the ASSIGNEE" of the other part)

WHEREAS

The Assignor is the owner of two United States granted patents:

1. System and Method for a Surface Strain Gauge: US-B2-9618428 April 11th 2017
2. System and Method for a Vertical Axis Wind Turbine: US-B2-9879658 Jan. 30th 2018

and one United States granted design patent:

3. Registered Design Vertical Axis Wind Turbine USD679246 April 2nd 2013

(hereinafter called "the PATENTS")

AND WHEREAS

The Assignor owns the PATENTS in their entirety,

AND WHEREAS

The Assignee is desirous of acquiring all the exclusive rights to market and license the PATENTS throughout the United States of America and the Assignor has agreed to assign all right and title in the PATENTS to the Assignee such that the Assignee acquires the exclusive rights throughout the United States of America.

WITNESSETH THAT in consideration of good and valuable consideration being now paid by the Assignee to the Assignor the Assignor as owner hereby sells, assigns and transfers to the Assignee

Patent Assignment Agreement

ALL his respective right, title and interest in and to the said patents and throughout the United States TOGETHER WITH all rights of action, rights of recovery of damages, or compensation powers and benefits to the same belonging or accrued TO HOLD the said inventions and to the use of the Assignee and its legal representatives and assign his ownership and rights absolutely thus making the Assignee the sole legal owner of the said patents.

IN WITNESS WHEREOF the Assignors and Assignee have hereunto executed these presents the day and year first above written.

Executed by the above-named Assignor

PHILIP BERNARD WESBY

Signature: 
Name: Philip Wesby
Date: 19 June 2018

Executed by the above-named Assignee

SINGLE WING ENERGY OY

Hannu Hissanen

Signature: _____
Name: _____
Date: _____

Esko Vuorilainen

Signature: _____
Name: _____
Date: _____

Philip Wesby

Signature:  CEO Single Wing Oy
Name: Philip Wesby
Date: 19 June 2018

Royalty Agreement

This royalty agreement is made on June 7, 2018 in Helsinki, Finland between the following parties:

Philip Wesby (born 12.2.1981) (Grantor) and
Single Wing Energy Oy (reg. 2531865-3), a Finnish limited liability company (Grantee).

Whereas, the Grantor owns and holds the rights to grant interest in the following patents and registered design:

System and Method for a Surface Strain Gauge

US9618420 (B2) April 11 2017

System and Method for a Vertical Wind Turbine

US2013084962 (A1)

Registered Design

USD879246 (S) 2013-04-02; ,

The Grantee has expressed an interest to make use of the Grantor's property by paying a portion of the Grantee's profits as royalty for the property.

Therefore, both parties are in agreement to the following terms and conditions:

Rights

The Grantor, upon entering into this agreement will grant the Grantee rights to the Property for use both in the European Union and abroad.

Grantors Representations and Warranties

The Grantor hereby represents they are the owner of the property listed and have all the needed rights to enter into this royalty agreement as well as grant the appropriate licenses to the Grantee.

Upon signing this royalty agreement, the Grantor agrees to deliver any and all needed documents for the property to the Grantee for the term agreed.

In the instance of a breach of this agreement the Grantor agrees to hold the Grantee harmless of any loss, damages, or injuries that may incur.

Grantees Representations and Warranties

The Grantee agrees during the term of this agreement all property included will be held in confidence and with the same regard as the Grantee would hold personal proprietary information. The Grantee agrees to pay all maintenance fees for the Property.

In the instance of any action occurring that may threaten the confidentiality of the Grantor's property the Grantee shall notify the Grantor immediately and work to resolve such breach.

If the Grantee's negligence should cause any injury, loss, or damage to personnel or the property the Grantee agrees to hold the Grantor harmless and will seek to remedy the situation.

Handwritten signature and initials in the bottom right corner of the document.

Royalties

The Grantee has offered to pay the following royalties for the permission and use of the listed properties:

Operating Profits: 5 % until the Grantor has received € 120.000,00 in total

Operating Profits

Operating profits shall, for the sake of this royalty agreement, be considered profits obtained by the Grantee during the term of this agreement through use of the Grantor's property after all costs regarding manufacturing and marketing have been paid.

Royalty Payouts

The Royalty is paid to the Grantor's account within 30 days after the Annual General Meeting has approved the financial statements.

Indemnity

Except in the instance of a breach of this agreement neither party shall be held liable for any injuries, loss, damages, or costs any third party individuals may incur from this royalty agreement resulting from the other parties actions.

Confidentiality

The Grantee understands they may become aware of information that if made public could have a negative impact on the Grantor. Under this understanding the Grantee agrees to keep all information made available to themselves or anyone representing them confidential.

This confidentiality clause will remain in effect even if termination, cancellation, or completion of this royalty agreement occurs.

Assignment

Neither of the Parties involved in this royalty agreement shall be assigned any tasks without prior notification and approval.

Any assignments that do not undergo the above actions will be deemed void.

In the event that that the Grantee decides that the patents are no longer needed by the Grantee, the Grantee agrees to sell the patents back to the Grantor for fair market value or €120,000, whichever is the lower.

B. ²
JR

Survivability

If at any point one or more terms and conditions within this royalty agreement are deemed to be unenforceable or void, the parties agree to substitute a similar term or condition to replace the defective one.

Waiver

The failure to enforce or uphold any aspect of this royalty agreement shall not constitute a waiver of any other aspect of the agreement.

Governing Law

This royalty agreement shall be under the jurisdiction of Finland and any legal proceedings shall take place in Helsinki municipal court.

Notice

Any and all notifications regarding this royalty agreement shall be delivered either in person, via courier, or via certified mail to the addressee listed below:

Grantee: Single Wing Energy Oy, Vainö Auerin katu 7 G 82, FI-00560 Helsinki
Grantor: Philip Wesby, Myssvägen 5, 43896 Hällingsjö, Sweden

Entire Agreement

This royalty agreement as well as any exhibits attached shall for all considerations be the entire agreement for the properties listed.

Furthermore, this royalty agreement will take precedence over any and all previous agreements including, but not limited to, any oral or written agreements between the Parties.

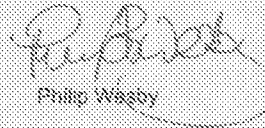
Agreement

Both parties understand and agree to the terms and conditions of this royalty agreement. By signing electronically below, both parties acknowledge receipt and understanding of this agreement.

Signatures:



Single Wing Energy Oy



Philip Wesby

Statement on Ventulus Ltd and Ownership of Intellectual Property

When Ventulus Ltd was set up, Christopher Turner and Philip Wesby, the majority shareholders and majority board members of Ventulus Ltd, agreed that in the unlikely event that the company would close, all intellectual property would be returned to the original inventors.

Consequently, when in fact Ventulus did close, the European and US patent applications were returned to the inventors.

In January 2017 the intellectual property was owned by Philip Wesby and Christopher Turner.

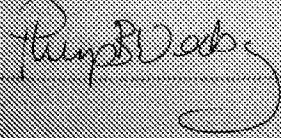
Later Christopher Turner assigned all his rights to Philip Wesby in an email.

Signed

Christopher Turner



Philip Wesby



01/01/2021