

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6597136

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
IB JOHANNSSEN	07/04/2017
PATRICK BILLER	07/04/2017
LARS DIETLEV MØRCK OTTOSEN	08/07/2017
AARHUS UNIVERSITY	06/07/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AARHUS UNIVERSITY
<b>Street Address:</b>	NORDRE RINGGADE 1
<b>City:</b>	AARHUS
<b>State/Country:</b>	DENMARK
<b>Postal Code:</b>	8000
<b>Name:</b>	IBJ TECHNOLOGY APS
<b>Street Address:</b>	ROZENKRANTZGADE 23, 4
<b>City:</b>	AARHUS
<b>State/Country:</b>	DENMARK
<b>Postal Code:</b>	8000
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16625065
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	53639936
<b>Email:</b>	rc@casad.dk
<b>Correspondent Name:</b>	ROBERT CASAD
<b>Address Line 1:</b>	H.C. ØRSTEDS VEJ 50C
<b>Address Line 2:</b>	CASAD & ASSOCIATES
<b>Address Line 4:</b>	FREDERIKSBERG, DENMARK 1260
<b>NAME OF SUBMITTER:</b>	ROBERT C. CASAD JR.

<b>SIGNATURE:</b>	/Robert C. Casad, Jr./
<b>DATE SIGNED:</b>	03/11/2021
<b>Total Attachments: 11</b> source=ASSIGNMENTS#page1.tif source=ASSIGNMENTS#page2.tif source=ASSIGNMENTS#page3.tif source=ASSIGNMENTS#page4.tif source=ASSIGNMENTS#page5.tif source=ASSIGNMENTS#page6.tif source=ASSIGNMENTS#page7.tif source=ASSIGNMENTS#page8.tif source=ASSIGNMENTS#page9.tif source=ASSIGNMENTS#page10.tif source=ASSIGNMENTS#page11.tif	

## ASSIGNMENT

We, the undersigned,

Ib Johannsen, Sletterhagevej 23, 2. th., 8240 Risskov, Denmark, and  
 Patrick Biller, Haveforeningen Moselund, Have 134, Jernaldervej, 8210 Aarhus V,  
 Denmark, and  
 Lars Ditlev Mørck Ottosen, Knud Rasmussens Vej 6, 8200 Aarhus N, Denmark

(hereinafter referred to as the Assignors)

hereby confirm that in consideration of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have assigned all our right, title and interest in and to the invention entitled

**A METHOD FOR BIOMASS ASSISTED SEPARATION OF PARTICULATE MATTER  
 FROM A LIQUID STREAM AND UPGRADING OF THE COMBINED SOLIDS**

for which a European patent application was filed on 29 June 2017 under the number 17178679.1

to

Aarhus Universitet  
 Nordre Ringgade 1  
 8000 Aarhus C  
 Denmark

a university existing under the laws of Denmark (hereinafter referred to as the Assignee).

This assignment covers all countries of the world and the Assignee is hereby entitled to file applications in any country at its discretion and to abstain from seeking patent protection in any and all countries, if it so desires. This assignment also includes any divisional applications derived from such applications.

This Assignment also includes our right to claim priority under the Paris Convention or any other multilateral or bilateral treaties.

The Assignors hereby agree to execute, without further consideration, any additional assignments and other documents required in connection with the prosecution of the patent applications as well as to perform any additional acts necessary to enable the Assignee or its successors, legal representatives and assigns, to enjoy the full rights of this assignment, including applying for a patent for the invention in the United States of America, and assigning the U.S. patent application and any patent or patents, including continuations, continuations-in-part, reissue, re-examinations, extensions,

substitutes and divisions, which may be granted therefore to the said Assignee or its successors, legal representatives and assigns.

Assignors:

*PAHines 4/7-17*

Place and date

*[Signature]*

Signature, IB Johannsen

Witness:

*Aarhus 04.07.2017 P. Biller*

Place and date

Signature, witness

*PATRICK BILLER*

Name of witness (in capital letters)

*Marenborg Mosehus 134, Jernvej*

*8210 Aarhus*

Address, witness

*Aarhus 04.07.2017*

Place and date

*P. Biller*

Signature, Patrick Biller

Witness:

*PAHines 4/7-17*

Place and date

*[Signature]*

Signature, witness

*IB JOHANNSEN*

Name of witness (in capital letters)

*Skattevej 2346, 8240 Risskov*

Address, witness

Place and date

Signature, Lars Ditlev Mørck Ottosen

Witness:

Place and date

Signature, witness

Name of witness (in capital letters)

Address, witness

Assignee:

Aarhus 7/8-2017  
Place and date

Anette Miltøft  
Signature for Aarhus Universitet

ANETTE MILTØFT, HEAD OF  
Name and title CORP. RELATIONS &  
TECH. TRANSFER

## ASSIGNMENT

We, the undersigned,

Ib Johannsen, Sletterhagevej 23, 2. th., 8240 Risskov, Denmark, and  
Patrick Biller, Haveforeningen Moselund, Have 134, Jernaldervej, 8210 Aarhus V,  
Denmark, and  
Lars Ditlev Mørck Ottosen, Knud Rasmussens Vej 6, 8200 Aarhus N, Denmark

(hereinafter referred to as the Assignors)

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valuable consideration, the receipt and sufficiency of which is hereby acknowledged,  
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The Assignors hereby agree to execute, without further consideration, any additional  
assignments and other documents required in connection with the prosecution of the  
patent applications as well as to perform any additional acts necessary to enable the  
Assignee or its successors, legal representatives and assigns, to enjoy the full rights  
of this assignment, including applying for a patent for the invention in the United States  
of America, and assigning the U.S. patent application and any patent or patents,  
including continuations, continuations-in-part, reissue, re-examinations, extensions,

Aarhus 7/8-2017

Place and date

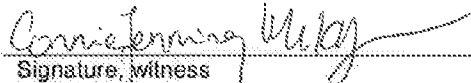


Signature, Lars Ditlev Morck Ottesen

Witness:

Aarhus 7/8-2017

Place and date



Signature, witness

Connie Jensen Melchjorsen

Name of witness (in capital letters)

Kildeherbaleben 97, 8210 Aarhus V

Address, witness

Assignee:

Place and date

Signature for Aarhus Universitet

Name and title

**SALES AGREEMENT**

Between: Aarhus University  
CVR: 31119103  
Nordre Ringgade 1  
DK-8000 Århus  
Denmark

and IBI Technologies IVS  
CVR: 36559381  
Niels Pedersens Alle 2  
Foulum  
DK-8830 Tjele  
Denmark



## **PREAMBLE**

This agreement ("Agreement") is entered into on the date of the last signature ("Effective Date") between:

- I. Aarhus University, CVR: 31119103, Nordre Ringgade 1, DK-8000 Aarhus C, Denmark, ("AU"), of the first part, and
- II. IBJ Technologies IVS, CVR: 36559381, Niels Pedersens Alle 2, Foulum, DK-8830 Tjele, Denmark ("Company"), of the second part

## **WHEREAS:**

(A) AU has developed certain technology entitled "A METHOD FOR BIOMASS ASSISTED SEPARATION OF PARTICULATE MATTER FROM A LIQUID STREAM AND BIOENERGY PRODUCTION OF THE COMBINED SOLIDS", which is the subject of a patent application no. 17178679.1 filed by AU with priority date being June 29, 2017, as set forth in Exhibit 1 ("Technology").

(B) The ownership of the Technology is regulated by Danish Act no. 210 of 17 March 2009 on Inventions at Public Research Institutions (Lov om opfindelser ved offentlige forskningsinstitutioner) (the "Act"), and AU has in accordance with the Act assumed 100 % ownership of the Technology.

(C) The Company desires to acquire the Technology and AU is willing to sell the Technology to the Company in accordance with this Agreement.

## **NOW IT IS HEREBY AGREED AS FOLLOWS:**

### **1 Conditions of sale**

- 1.1 Subject to the terms and conditions of this Agreement AU hereby sells the Technology to the Company.
- 1.2 In consideration for the sale, the Company will pay a consideration consisting of the following payments, it being understood that each payment set forth in this Clause 1.2 (a)-(c) shall be payable one (1) time only:
  - (a) DKK 5,000 as a signing fee due no later than fourteen (14) days from the Effective Date.
  - (b) DKK 25,000 due upon grant of the first patent for Technology on the basis of the priority

patent application in Exhibit 1.

(c) DKK 25,000 due upon the Company entering into a license or sales agreement whereby the Technology is licensed or sold to a third party.

- 1.3 All the amounts mentioned in Clause 1.2 are exclusive of value added tax. When making any payment under this Agreement the Company shall also pay any value added tax payable according to applicable law or regulation.
- 1.4 All payments by the Company to AU according to this Agreement shall be non-refundable and cannot be set off in any other payments from Company to AU.

## **2 Research**

- 2.1 Notwithstanding the Company's purchasing of rights pursuant to Clause 1, AU is hereby granted an irrevocable, non-transferable, royalty-free right to use the Technology, including the Patent Application(s), for academic and research purposes, including research involving projects funded by third parties provided that those parties gain or claim no rights to the Technology, and can as part hereof further develop and/or improve the Technology.
- 2.2 The Company shall be entitled to improve upon the description of the Technology as it exists as of June 29, 2018 in a PCT application claiming priority to the patent application set forth in Exhibit 1 with no further disclosure or accounting to AU. No other rights in addition to the sale of the Technology are granted or implied under this Agreement. Thus, except as described herein, the Agreement does not comprise any obligation on AU to provide the Company with access to any new intellectual property rights and improvements of the Technology.

## **3 Representations and warranties**

- 3.1 AU hereby declares that to the best of AU's knowledge it has complete control and ownership of the Technology according to the Act. AU is not aware of any third party claims to the ownership of the Technology.
- 3.2 To the best of AU's knowledge no third party has made any claims to or controls the Technology.
- 3.3 AU is not aware that any third party has filed for patent applications on the Technology.
- 3.4 AU is not aware that the Technology infringes third party rights of any kind.

- 3.5 No third party has had access to the Technology, unless the party in question was subject to confidentiality obligations.
- 3.6 The Technology is provided "as is", and University shall not have any obligations to provide any information, assistance or consultancy in relation to the Technology. Technology is at an early stage of development. Accordingly, specific results cannot be guaranteed and any results, materials, information or other items provided under this Contract is provided "as is" and without any express or implied warranties, representations or undertakings.

#### **4 Obligations of the Company**

- 4.1 Company shall indemnify AU and its affiliates, and their respective officers, directors, Council members, employees and representatives, including the principal investigator (together, the "Indemnitees") against all third party claims that may be asserted against or suffered by any of the Indemnitees and which relate to:
- (a) The use by Company or any of its sub-licensees of the Technology or part thereof, and;
  - (b) The development, manufacture, use, marketing or sale of, or any other dealing in, any of the Technology, by Company or any of its sub-licensees, or subsequently by any customer or any other person, including claims based on product liability laws.
  - (c) In no circumstances shall any of the Indemnitees be liable for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Company or its affiliates that is (a) of an indirect, special or consequential nature or (b) any loss of profits, revenue, business opportunity or goodwill.

#### **5 Governing Law and Dispute Resolution**

- 5.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of Denmark, (i) excluding, however, Danish choice of law rules to the extent that such rules would otherwise lead to the application of any other law than Danish law, (ii) and except as to any issue which by the laws of Denmark depends upon the validity, scope or enforceability of the relevant patents or patent applications within the Patents, the issue of which shall be determined in accordance with the applicable patent laws of the country of such patent or patent application.
- 5.2 Any disputes relating to this Agreement that cannot be resolved amicably by the parties may be submitted to the Danish Maritime and Commercial Court (Sø- og Handelsretten) in Copenhagen with a right to appeal to the Danish Supreme Court (Højesteret) in accordance with and on the

conditions stipulated in the Administration of Justice Act (Retsplejeloven) in force at the time in question. If a dispute cannot be submitted to the Maritime and Commercial Court, the dispute shall be submitted to the Aarhus District Court (Århus Byret). To the extent possible, the proceedings are to be conducted in the Danish language.

- 5.3 Clauses 5.1 and 5.2 do not prevent the either Party from requesting an injunction in accordance with applicable law.

## 6 Signatures

In witness whereof, the Parties have caused their duly authorised representatives to execute this Agreement.

Aarhus University  
(AU):

Date: 7.6.2018



Anette Poulsen Miltøft  
Head of Corporate Relations and  
Technology Transfer

IBJ Technologies IVS  
(Company):

Date: 5/6-2018



Ib Johansen  
CEO

**EXHIBIT 1 - TECHNOLOGY**