506557513 03/16/2021

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
ONTEX BV	03/12/2021

RECEIVING PARTY DATA

Name:	ONTEX GROUP NV	
Street Address:	KORTE KEPPESTRAAT 21	
City:	EREMBODEGEM	
State/Country:	BELGIUM	
Postal Code:	9320	

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	17055684
Application Number:	17254909
Application Number:	17272761

CORRESPONDENCE DATA

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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.

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NAME OF SUBMITTER:	AMY E. PURCELL	
SIGNATURE:	/Amy E. Purcell/	
DATE SIGNED:	03/16/2021	

Total Attachments: 4

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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of March 12, 2021, is made by Ontex BV ("Assignor"), a company incorporated and existing under the laws of Belgium with its registered office at Genthof 5, 9255 Buggenhout, Belgium, in favor of Ontex Group NV, a company incorporated and existing under the laws of Belgium with its registered office at Korte Keppestraat 21, 9320 Erembodegem, Belgium ("Assignee"), pursuant to an Intellectual Property Co-Ownership Agreement between Assignor and Assignee, dated as of February 20, 2017 (the "Co-Ownership Agreement").

WHEREAS, under the terms of the Co-Ownership Agreement, Assignor and Assignee have agreed they will co-own certain intellectual property as described therein; and

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, 38% of Assignor's right, title, and interest in and to the following (the "Assigned Patent Rights"):
 - (a) the United States national stage patent applications based on the PCT international applications set forth in <u>Schedule 1</u> hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable United States law;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office—to record and register this Patent Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patent Rights to Assignee, or any assignee or successor thereto.

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- 3. <u>Terms of the Co-Ownership Agreement</u>. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Co-Ownership Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patent Rights. The representations, warranties, covenants, agreements, and indemnities contained in the Co-Ownership Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Co-Ownership Agreement and the terms hereof, the terms of the Co-Ownership Agreement shall govern.
- 4. <u>Counterparts</u>. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.
- 5. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signatures on Following Page]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Patent Assignment as of the date first above written.

ONTEX BV

Name: Mr. Marc Gallet

Title: VP Corporate Finance

Address for Notices: Ontex BV, Genthof 5, 9255 Buggenhout, Belgium

ONTEX GROUP NV

Name: Mrs. Esther Berrozpe & Mr. Charles Desmartis Title: Chief Executive Officer and Chief Financial Officer

Address for Notices: Ontex Group NV, Korte Keppestraat 21, 9320 Erembodegem, Belgium

SCHEDULE 1 PATENT APPLICATIONS

Application Number	Filing Date	Title
PCT/EP2018/083786	December 6, 2018	APPARATUS FOR MAKING AIR-LAID FIBROUS ARTICLES
PCT/EP2018/067599	June 29, 2018	METHOD FOR DETERMINING AND/OR VISUALIZING AIRFLOW THROUGH ABSORBENT CORES AND ABSORBENT ARTICLES EXHIBITING ENHANCED AIRFLOW
PCT/EP2019/073584	September 4, 2019	ELASTICISED ABSORBENT ARTICLE

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