

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6613329

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	NKT HV CABLES AB	03/01/2021
RECEIVING PARTY DATA		
Name:	BOREALIS AG	
Street Address:	IZD TOWER, WAGRAME STRASSE 17-19	
City:	VIENNA	
State/Country:	AUSTRIA	
Postal Code:	AT-1220	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15106011
CORRESPONDENCE DATA		
Fax Number:	(203)703-0801	
<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>		
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ATTORNEY DOCKET NUMBER:	07224-P0031A	
NAME OF SUBMITTER:	WESLEY W. WHITMYER, JR.	
SIGNATURE:	/Wesley w. whitmyer, jr./	
DATE SIGNED:	03/22/2021	
Total Attachments: 5		
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PATENT TRANSFER AGREEMENT

between

Borealis AG

and

NKT HV Cables GmbH

and

NKT HV Cables AB

PATENT TRANSFER AGREEMENT

This Patent Transfer Agreement (the "**Agreement**") is entered into the 28th of September, 2020 (the "**Effective Date**") between:

- (1) Borealis AG, an Austrian corporation ("**Borealis**"), under reg no 269858a, whose registered office is at IZD Tower, Wagramer Strasse 17-19, 1220 Vienna, Austria and
- (2) NKT HV Cables GmbH, a Swiss corporation, Brown Boveri Strasse 6, 5400 Baden, Aargau, Switzerland, company registration number CHE-343.542.541 and NKT HV Cables AB, a Swedish corporation, Verkövägen 102, SE-371 60 Lyckeby, Karlskrona, Sweden, company registration number 559079-0290 ("**NKT**")

Borealis and NKT are hereinafter also referred to as "Parties", and one of them as a "Party".

1 BACKGROUND

- 1.1 Borealis and NKT are corporations engaged in business respectively as a supplier and a customer. NKT has decided to transfer the ownership of the patent family EP 3084777 *Electrical HV Transmission Power Cable* to Borealis in return of a non-exclusive, worldwide, royalty-free, fully paid-up and irrevocable license to said patent family.
- 1.2 On this background the Parties have agreed to enter into this Agreement.

2 DEFINITIONS

- a. "**Affiliate**" shall mean any corporation or other entity that directly or indirectly controls, is controlled by, or is under common control with, another corporation or entity. Control means (i) direct or indirect ownership of, or other beneficial interest in, fifty percent (50%) or more of the voting stock, other voting interest, or income of a corporation or other entity, (ii) the power to control or otherwise direct the affairs of such a corporation or entity, (iii) in the case of a non-stock organization, the power to control the distribution of profits of a corporation or entity, or (iv) such other relationship as, in fact, results in the actual control over the management, business, and affairs of such a corporation or entity.
- b. "**Patent Rights**" shall mean patent family members under EP 3084777 *Electrical HV Transmission Power Cable* and listed in Clause 3.1 below.
- c. "**Territory**" shall mean worldwide.
- d. "**Third Party**" shall mean any entity or person other than Borealis and NKT and their Affiliates.

3 TRANSFER OF OWNERSHIP

- 3.1 NKT hereby assigns and transfer to Borealis the full right, title and interest to patent family members under EP 3084777 *Electrical HV Transmission Power Cable* listed hereunder:

EP 3084777 (pending)

CN 105940462A (pending)

US 2016-0322129 (pending)

WO2015/09043 (PCT/completed)

4 GRANT OF LICENSE

- 4.1 Borealis hereby grants to NKT and its Affiliates a non-exclusive, worldwide, royalty-free, fully paid-up and irrevocable license with the right to manufacture, have manufactured, and otherwise put into its products, sell, use, import, export and possess the inventions protected by the Patent Rights.

5 PATENT TRANSFER AND MAINTENANCE

- 5.1 Borealis shall from the Effective Date be responsible for all costs and payments of official fees and attorney costs (excluding NKT in-house costs) necessary for the transfer, prosecution and maintenance of the Patent Rights.
- 5.2 As from the Effective Date NKT shall have no liability for or assume any cost directly or indirectly related to the Patent Rights. For the avoidance of doubt this means that Borealis assumes the sole responsibility for the Patent Rights and cannot raise any claim towards NKT in any relation to the Patent Rights. NKT shall take any necessary steps and execute all relevant documents as are necessary to formally effect the assignment to Borealis.
- 5.3 Borealis agrees to be responsible for any inventor's compensation that may be required to be paid to inventors in respect of the Patents in accordance with the applicable national laws and Borealis internal reward policy and procedure.
- 5.4 For the avoidance of doubt, the Parties agree that Borealis shall have no obligation to prosecute and maintain the Patent Rights and at its own sole discretion may decide to abandon any Patent Rights that are covered by this Agreement.

6 INFRINGEMENT BY THIRD PARTIES

- 6.1 As of the Effective Date only Borealis has the right to take steps to prevent infringement of and enforce the Patent Rights. Borealis is responsible for all costs relating to such enforcement.

7 WARRANTIES. WAIVER OF LIABILITY

- 7.1 NKT warrants that it owns and controls the Patent Rights.
- 7.2 NKT does not warrant the validity or scope of the Patent Rights. For the avoidance of doubt, the invalidation, revocation or limitation of any of the Patent Rights shall not entitle Borealis to any claims for damages or other remedies.
- 7.3 NKT undertakes no responsibility for the risks of industrial realisation and commercial exploitation of the Patent Rights and Borealis exploits the Patent Rights entirely at its own risk.

- 7.4 NKT shall not be liable for any infringement or misappropriation of any intellectual property right of any third party that Borealis is held responsible for as a result of the exercise of the Patent Rights.

8 COVENANT NOT TO SUE FOR INFRINGEMENT

- 8.1 Borealis hereby covenants that Borealis or its Affiliates will not sue NKT or its Affiliates, or bring any other action or claim against NKT or its Affiliates, for any infringement of any of the Patent Rights.

9 CONFIDENTIALITY

- 9.1 The Parties and their Affiliates, including their employees and directors, and representatives or advisors to the Parties and their affiliates, are obliged to keep confidential the terms of this Agreement and any information, of confidential nature, concerning the other Party and its processes, products, modifications, and improvements, including information about the other Party's administrative, financial or technical matters as well as any operational and business-related matters, that they have obtained knowledge of during the negotiations that resulted in this Agreement or that they obtain knowledge of under this Agreement during its term ("**Confidential Information**").
- 9.2 The confidentiality obligation does not apply to:
- a) information that is or becomes generally known or readily available to persons within the circles that normally deal with the kind of information in question;
 - b) information that already was in the receiving Party's possession; or
 - c) information developed by a Party independently of this Agreement.
- 9.3 A Party may disclose Confidential Information insofar as i) necessary to effect and record the contemplated assignment with patent attorneys and patent offices or ii) this is prescribed by law or regulations, pursuant to an order issued by a competent authority or a court of law or to the extent necessary for a Party to exercise its rights or fulfil its obligations under this Agreement. For the avoidance of doubt, the Parties agree that nothing in this Clause 9 shall prevent a Party from disclosing to its customers and supplier or potential customers and suppliers the existence of the transfer of ownership and license granted under this Agreement and the content of Clause 2, 3, 4 and 10.
- 9.4 Confidential Information of each of the other Party may only be used for the purpose for which the Confidential Information was received, and only to the extent necessary to achieve the purpose.
- 9.5 The Parties shall take all necessary precautions to prevent third parties from obtaining access to Confidential Information.

10 TERM AND TERMINATION

- 10.1 This Agreement shall enter into force as of the Effective Date and shall remain in force until all of the Patent Rights are no longer in force.

11 ASSIGNMENT

- 11.1 A Party is not entitled to assign or otherwise transfer any of its rights or obligations under this Agreement without the other Party's prior written consent, which cannot be unreasonably withheld. This notwithstanding, Borealis shall have the right to transfer and assign any of the Patents to any third party without accounting to NKT, provided that such transfer ensures NKT's rights under Article 4 and 8.
- 11.2 In case NKT HV Cables GmbH is liquidated this Agreement and its terms are transferred to the Affiliates of NKT HV Cables GmbH.

12 ENTIRETY; AMENDMENT

- 12.1 This Agreement sets forth the entire agreement between the Parties concerning the subject matter hereof and supersedes all previous agreements, written or oral, concerning such subject matter. This Agreement may be amended only by written agreement duly executed by the parties.

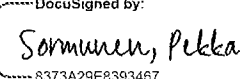
13 SEVERABILITY

- 13.1 In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid, illegal or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be unenforceable, unless such construction would materially alter the meaning of this Agreement.

14 GOVERNING LAW AND ALTERNATIVE DISPUTE RESOLUTION

- 14.1 This Agreement shall be governed by Danish Law.
- 14.2 In the event of any dispute arising out of or in connection with this Agreement the Parties shall attempt to reach an amicable settlement.
- 14.3 If the parties fail to reach an amicable settlement each Party may request the dispute to be finally settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of in force at any time. The Proceedings shall take place in Copenhagen, Denmark, and shall be conducted in the English language if the involved parties do not agree otherwise.
- 14.4 Each of the Parties agrees that any arbitration and arbitral awards shall be confidential and undertakes to sign a separate agreement to that effect if and when a dispute arises.

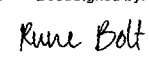
Borealis AG

DocuSigned by:

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Name: Sormunen, Pekka
 Title: Attorney-in-fact

26 February 2021 | 13:19 CET

**NKT HV Cables GmbH and
NKT HV Cables AB**

DocuSigned by:

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Name: Rune Bolt
 Title: Senior Legal Counsel, IP
 01 March 2021 | 09:27 CET