

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6742506

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROBERT KORTMANN	04/05/2021
RECEIVING PARTY DATA	
Name:	GZA GEOENVIRONMENTAL, INC.
Street Address:	249 VANDERBILT AVENUE
City:	NORWOOD
State/Country:	MASSACHUSETTS
Postal Code:	02062
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8651766
CORRESPONDENCE DATA	
Fax Number:	(508)791-3511
<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:	shughes@bowditch.com
Correspondent Name:	SAMUEL HUGHES
Address Line 1:	101 FEDERAL STREET
Address Line 2:	14TH FLOOR
Address Line 4:	BOSTON, MASSACHUSETTS 02110
NAME OF SUBMITTER:	SAMUEL HUGHES
SIGNATURE:	/Samuel Hughes/
DATE SIGNED:	06/03/2021
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6	
source=Patent Assignment Agreement (ECS) 4813-6754-1987 v1#page1.tif	
source=Patent Assignment Agreement (ECS) 4813-6754-1987 v1#page2.tif	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Patent Assignment**”), effective as of April 5, 2021, is made by and between Robert Kortmann, a Connecticut individual with an address of 430 Talcott Hill Road, Coventry, CT 06238 (the “**Assignor**”), in favor of GZA GeoEnvironmental, Inc., a Massachusetts corporation with a business address of 249 Vanderbilt Avenue, Norwood, Massachusetts (the “**Assignee**” and together with Assignor, each a “**Party**” and collectively, the “**Parties**”).

WHEREAS, Assignor owns the Assigned Patents (as hereinafter defined) and, in connection with that certain Asset Purchase Agreement dated April 5, 2021, desires to sell and assign such Assigned Patents, the inventions claimed in such Assigned Patents, all corresponding rights and all goodwill in connection therewith to Assignee as provided in this Patent Assignment and Assignee desires to purchase and accept such assignment pursuant to the terms and conditions contained herein,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, conveys, transfers and assigns to Assignee, and Assignee hereby purchases and accepts, all of Assignor’s right, title and interest (and all associated goodwill) in and to the following:

(a) the United States patent applications and patents set forth on Schedule I together with and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Assigned Patents**”);

(b) all rights of any kind whatsoever of Assignor accruing under or related to any of the foregoing Assigned Patents provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(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 Assigned Patents;

(d) any and all claims and causes of action with respect to any of the foregoing Assigned Patents, 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; and

(e) any and all corresponding rights that, now or hereafter, may be secured throughout the world.

2. Payment. At Closing, Assignee will pay to Assignor the amount of Fifty Thousand and 00/100 dollars (\$50,000.00). Such payment shall fully satisfy all payment obligations under this Patent Assignment to Assignor. Assignor shall be fully responsible for, and Assignee shall not be

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liable to Assignor or any other person or entity for any dispute regarding, allocation of payment made under this Patent Assignment.

3. Representation and Warranties. Assignor hereby represents and warrants to Assignee (i) that Assignor has the full right to convey the entire right, title and interest to the Assigned Patents herein assigned, and that Assignor has not executed and will not execute any agreement in conflict herewith.(ii) that Assignor has good, valid and marketable title to the Assigned Patents free and clear of all liens, and (iii) that there are no claims, actions, suits, or proceeding or pending or to the knowledge of Assignor threatened against or affecting the Assigned Patents before any court or governmental agency or authority, including that relate to any alleged infringement.

4. Copy Deemed Equivalent; Counterparts. This Patent Assignment and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or PDF email, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party hereto, the other Party hereto shall re- execute original forms thereof and deliver them to the other Party hereto. This Patent Assignment may be executed simultaneously in two counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together will constitute one and the same agreement.

5. Recordation and Further Actions. 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 Assignee's 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 to Assignee, or any assignee or successor thereto. Assignor hereby appoints Assignee, and Assignee's successors and assigns, as Assignor's true and lawful attorney to act in Assignor's name and on Assignor's behalf solely with respect to the perfection and recording of the Patent Assignments and to execute any documents and instruments and to do all such other acts and things as may be necessary to effectuate the foregoing.

6. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

7. Governing Law. 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of The Commonwealth of Massachusetts or any other jurisdiction).

7. Amendments. No amendment of any provision of this Patent Assignment shall be valid unless the same shall be in writing and signed by all Parties.

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8. Notices. Any notice, request or other document to be given hereunder to any Party hereto shall be given to such Party at the address first provided above or any other address provided in writing by such Party to the other Party herein.

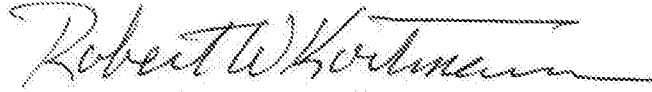
[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

ROBERT KORTMANN

A handwritten signature in cursive script, reading "Robert Kortmann", written over a horizontal line.

Robert Kortmann

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[Signature Page to Patent Assignment Agreement]

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ASSIGNEE:

GZA GEOENVIRONMENTAL, INC.

By: 

Name: Patrick Sheehan

Title: Chief Executive Officer and President

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[Signature Page to Patent Assignment Agreement]

PATENT
REEL: 056425 FRAME: 0966

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Schedule I

ASSIGNED PATENTS

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
8,651,766 B2	2/18/2014	WIND, SOLAR AND HYBRID WIND-SOLAR WATER CIRCULATION AND AERATION METHODS AND APPARATUS

[Schedule I to Patent Assignment Agreement]