

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6833270

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	LICENSE
RESUBMIT DOCUMENT ID:	506602114

CONVEYING PARTY DATA

Name	Execution Date
TEN FOLD ENGINEERING LTD	10/10/2020

RECEIVING PARTY DATA

Name:	KONRAD PREFAB LLC
Street Address:	260 CLINTON ST.
City:	SPRINGFIELD
State/Country:	VERMONT
Postal Code:	05156

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	9784347
Patent Number:	9376800
Patent Number:	9797487
Patent Number:	10253854
Patent Number:	9528579
Patent Number:	10234003
Patent Number:	10352415
Application Number:	15506208
Application Number:	16443553
Application Number:	16443590
Application Number:	16443636

CORRESPONDENCE DATA

Fax Number: (832)213-1039

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.

Phone: 713-972-1150

Email: docketing@arnold-iplaw.com

Correspondent Name: ARNOLD & SAUNDERS, LLP

Address Line 1: 24200 SW FREEWAY, SUITE 402-168

Address Line 4: ROSENBERG, TEXAS 77471

PATENT

ATTORNEY DOCKET NUMBER:	N34406
NAME OF SUBMITTER:	CHRISTOPHER MCKEON
SIGNATURE:	/Christopher McKeon tt/
DATE SIGNED:	07/27/2021

Total Attachments: 8

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2.1 *Licences.* Subject to the provisions of this Agreement, Ten Fold hereby grants to Konrad Prefab:

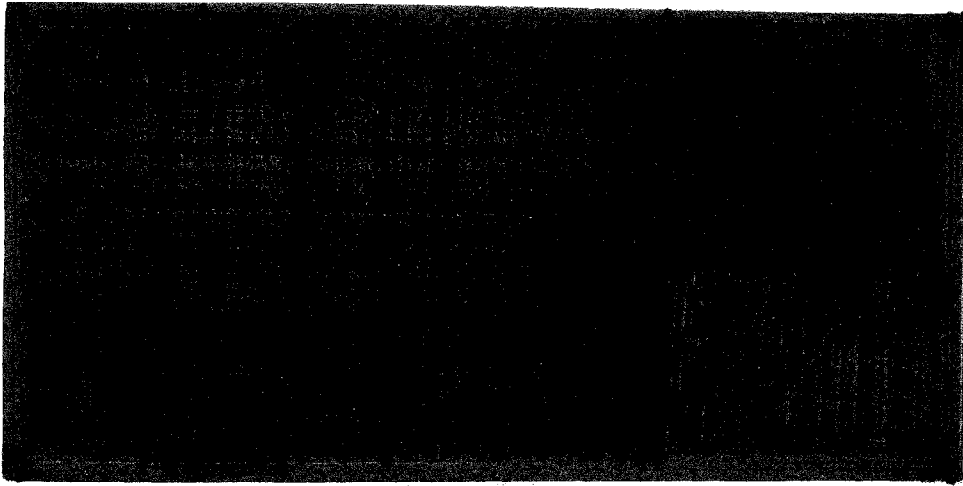
- (a) an exclusive, non-transferrable licence under the Patents and the Know-how, with the right to sub-licence as permitted in Clause 2.2, to develop, manufacture, have manufactured, market, use, and sell Licensed Products, but in each case, only in the Territory;
- (b) an exclusive, non-transferable licence, with the right to sub-licence as permitted in Clause 2.2, to use the Trade Marks on or in connection with the promotion, advertising, distribution and sale of Licensed Products including, for the avoidance of doubt, for the creation and distribution of marketing collateral in respect of the Licensed Products and as part of any trading or company name of Konrad Prefab or of any Affiliate.

2.2 *Sub-licensing.*

Konrad Prefab shall be entitled to grant sub-licences of its rights under this Agreement, provided that:

- (a) any sub-licence is in accordance with the provisions of this Agreement and shall include obligations on the sub-licensee which are equivalent to the obligations on Konrad Prefab under Clauses 8 and 9 of this Agreement.
- (b) any sub-licence shall terminate automatically on the termination of this Agreement for any reason; and
- (c) Konrad Prefab shall be responsible for any breach of the sub-licence by the sub-licensee, as if the breach had been that of Konrad Prefab under this Agreement.

2.3 *Reservation of rights.*



EXCLUSIVE IP [REDACTED]
[REDACTED] AGREEMENT

Dated 10-10-2020

(1) Ten Fold Engineering Ltd

(2) Konrad Prefab LLC

This Agreement dated 10-10- 2020 is between:

- (1) Ten Fold Engineering Ltd, a company incorporated in England and Wales with company number 07341960 and whose registered office is at Saxon Barn, Shillingford Road, Shillingford Hill, Wallingford, England, OX10 8LH ("Ten Fold"); and
- (2) Konrad Prefab LLC a company incorporated in Vermont with company number 0317470 and whose registered address is at 260 Clinton St, Springfield, VT, 05156, USA (the "Konrad Prefab").

Background:

- A. Ten Fold has developed certain technology, including the Prototype, and owns certain intellectual property rights relating to lever-based systems, including the Patents, the Know-how and the Trade Marks.
- B. [REDACTED]
- C. [REDACTED]

The Parties agree as follows:

1 Definitions

In this Agreement, the following words shall have the following meanings:

- Affiliate** In relation to a Party, means any person that Controls, is Controlled by, or is under common Control with that Party.
- Calendar Quarter** Means a 3 month period ending on 31 March, 30 June, 30 September or 31 December.
- Claims** All demands, claims, and liability (whether criminal or civil, in contract, tort, or otherwise) for losses, damages, legal costs, and other expenses of any nature whatsoever and all costs and expenses (including legal costs) incurred in connection therewith.
- Commencement Date** 10-20-2020.
- Confidential Information**
 - (a) All Know-how; and
 - (b) all other technical or commercial information that:
 - (i) in respect of information provided in documentary or by way of a model, demonstration or in other tangible form, at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence; and

- (ii) in respect of information that is imparted orally, any information that the Disclosing Party or its representatives informed the Receiving Party at the time of disclosure was imparted in confidence; and
- (iii) any copy of any of the foregoing.

Control Direct or indirect beneficial ownership of 50% (or, outside a Party's home territory, such lesser percentage as is the maximum permitted level of foreign investment) or more of the share capital, stock, or other participating interest carrying the right to vote or to distribution of profits of that Party, as the case may be.

Diligent and Reasonable Efforts Exerting such efforts and employing such resources as would normally be exerted or employed by a reasonable Third-Party company for a product of similar market potential at a similar stage of its product life, when utilising sound and reasonable engineering and business practice and judgment in order to develop the product in a timely manner and maximise the economic return to the Parties from its commercialisation.

Disclosing Party Has the meaning given in Clause 8.2.

Existing Licensees

[REDACTED]

Indemnitees Has the meaning given in Clause 10.6.

Intellectual Property Any and all patents, utility models, registered designs, unregistered design rights, copyright, trademarks, trade names, database rights, rights in respect of confidential information, trade secrets rights under unfair competition laws, extension of the terms of any such rights, and applications for and the right to apply any of the foregoing registered property and rights, and similar or analogous rights in any part of the Territory.

Know-how The information and copyright materials described in the attached Schedule 1 Part B.

Licensed Products Any and all products or services that are manufactured, sold, or otherwise supplied by Konrad Prefab or its sub-licensee (including any Affiliate of Konrad Prefab) and which:

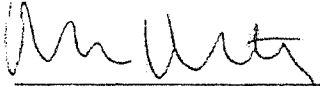
- (a) are within any Valid Claim of the Patents;
- (b) incorporate, or their development or provision makes use of, any of the Know-how; and/or
- (c) to which the Trade Marks are to be applied or in respect of which the Trade Marks are to be used under this Agreement.

[REDACTED]

[REDACTED]

Agreed by the Parties through their authorised signatories:

For and on behalf of
Ten Fold Engineering Ltd



Signed

MADELEINE MARTIN

Print name

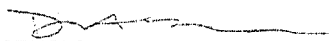
DIRECTOR TEN FOLD

Job title

10/10/2020

Date

For and on behalf of
Konrad Prefab LLC.



Signed

David Jaacks

Print name

Managing Member of

Konrad Prefab LLC

Title

10-10-2020

Date

Schedule 1: Patents and Know-how

Part A: The Patents

Ten Fold Reference #	Patent #/ App #
M21040GB	GB2505673
M21189GB	GB2502788
M21189GBDIV1	GB2507623
M21189GBDIV2	GB2507624
M21189GBDIV3	GB2507625
M21189GBDIV4	GB2518498
M21189GBDIV5	GB2518505
M21189PCTUS	US 14/406,014
M21225GB	GB2505676
M21225PCTUS	US 9,376,800
M21263GB	GB2505674
M21274GB	GB2505206
M21274PCTUS	US 9,797,487
M21375GB	GB2517920
M21375PCTUS	US 10,253,854
M21394GB	GB2514175
M21394PCTUS	US 9,528,579
M21534GB	GB2520119
M21534PCTUS	US 10,234,003
M21587GB	GB2529702
M21587GBDIV1	GB2540691
M21618GB	GB2529701
M21618GBDIV1	GB2540891
M21618PCTUS	US 10,352,415
M21189PCTCN	CN104520512
M21189PCTEPDE	EP2185085
M21274PCTEPDE	EP3042102
M21375PCTEPDE	EP3042102
M21534PCTCN	CN105765270
M21394PCTCN	CN105408559
M21534PCTEPDE	EP3042103
M21587PCTUS	15/506,208
M22087US	16/443,553
M22110GB	GB1809975.4
M22110US	16/443,590
M22199US	16/443,636

M22376GB	GB1818728.6
M22385GB	GB1818731.0
M22386GB	GB1818734.4
M22387GB	GB1818739.3
M22389GB	GB1818748.4
M22087AU	2018204653
M22087KR	10-2018-0079972
M22087MX	MX/a/2019/001993
M22110AU	2018204652
M22110KR	10-2018-0079972
M22199AU	2018204651
M22199KR	10-2018-079975
M22199MX	MX/a/2019/001664
M21534PCTUAE	P251/16 **
M21375PCTUAE	P250/16 **

** Denotes abandoned patents or applications, that may be possible to re-instate (subject to late payment fees)

Inventions for which patent applications are being prepared:

- M22335GB
- M22411GB
- M22388GB
- M22604GB

