

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6884838

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	1	
CONVEYING PARTY DATA		
	Name	Execution Date
	SENSOTERRA B.V.	01/08/2021
RECEIVING PARTY DATA		
Name:	SENSOTERRA INTERNATIONAL B.V.	
Street Address:	FRIEZENPOORT 54	
City:	HOUTEN	
State/Country:	NETHERLANDS	
Postal Code:	3991 JL	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	D841490
CORRESPONDENCE DATA		
Fax Number:	(813)229-4133	
<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>		
Phone:	8132237000	
Email:	patents@carltonfields.com	
Correspondent Name:	ELEANOR M. YOST	
Address Line 1:	P.O. BOX 3239	
Address Line 2:	IP DEPT	
Address Line 4:	TAMPA, FLORIDA 33601	
NAME OF SUBMITTER:	ELEANOR M. YOST	
SIGNATURE:	/Eleanor M. Yost/	
DATE SIGNED:	08/26/2021	
Total Attachments: 4		
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THIS DEED OF ASSIGNMENT is made on 8 January, 2021

BETWEEN:

- (1) Sensoterra B.V., a 100% subsidiary of Sensoterra Holding B.V., having its office at Zeemagazijnkade 3, 1018 LE Amsterdam ("Assignor"); and
- (2) Sensoterra International B.V., owned by Sensoterra International Holding B.V., owned by WellPlanet B.V. (50%) and Hannibal Smith Holding B.V. (50%) (the latter is the holding company of ConnectedGreen B.V.), having its office at Friezenpoort 54 3991 JL Houten ("Assignee").

Assignor and Assignee jointly referred to as "Parties" and each individually as "Party".

BACKGROUND:

- A. On 4 January 2020 the Parties entered into an asset purchase agreement ("APA"), setting out the terms of sale by Assignor of the Sensoterra Business (as defined therein), including the transfer of the Business Assets, which include the intellectual property rights specified in Appendix A of the APA.
- B. On the Completion Date of the transaction contemplated by the APA, the Assignor wishes to assign all its rights, title and interest in that intellectual property rights to Assignee through this deed of assignment ("Deed").

IT IS AGREED:

1. ASSIGNMENT

- 1.1 For good and valuable consideration, receipt of which Assignor acknowledges, and by signing and delivering this instrument, Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee (and Assignee accepts) all of the Assignor's right, title, and interest in and to the intellectual property rights listed below (hereinafter referred to the "IP Rights"), which shall be free from any encumbrance, security rights, pledges, seizures or attachments, rights of retention or any rights of third parties:

- a) the designs and patents included in Schedule 1 to this Deed.
- b) EUIPO trademark 018099121 (Word).
- c) EUIPO trademark 018099124 (Figurative).
- d) Peercode IP developed for Assignor (Mobile apps, Customer site).
- e) Assignor's own IP (firmware, backend site and API's, hosting, SD, MD design, measuring method, calibrations).
- f) All design documents (Roché Boedhoe, PCB designs, BOM's etc).
- g) Ownership of domain name(s) Sensoterra.com.
- h) Technical drawings/designs Single Depth and Multi Depth.
- i) Any other IP Rights owned by Assignor that is directly beneficial to the Sensoterra Business.



- 1.2 The assignment including the following properties and rights with respect to the IP Rights listed in section 1:

- j) all rights listed;
- k) the inventions claimed or described in the patents or patent applications listed;
- l) all divisions, renewals, reissues, continuations, extensions, and (if filed by or for Assignor) continuations-in-part of the foregoing patents, as well as the right to file such;
- m) the right to file further applications claiming priority, regardless of whether under the Paris Convention or under other statutory provisions, from any of the IP Rights, as well as the right to claim priority itself;
- n) all income, royalties, damages, and payments due or payable to Assignor with respect to the patents, including without limitation unpaid damages and payments for past, present, and future infringements of any IP Right; and
- o) all rights to sue and recover damages and payments for past, present, and future infringements of any of the IP Rights, including the right to fully and entirely replace Assignor in all related matters.

- 1.3 The foregoing rights in and under the IP Rights shall apply to the full end of their terms as fully as Assignor would have held the same in the absence of this assignment. As of the date set forth below, Assignee has succeeded Assignor for all right, title, and standing of Assignor to:

(a) receive all rights and benefits pertaining to the IP Rights described above, and

(b) commence, prosecute, defend and settle all claims and take all actions that Assignee, in its sole discretion, may elect in relation to the IP Rights and rights described above.

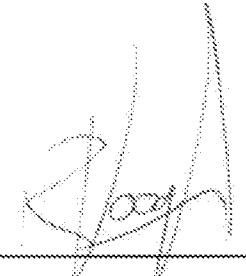
- 1.4 As of the aforementioned date, Assignee will be solely responsible for maintaining and defending and meeting any impending deadlines with respect to the IP Rights. Assignee will be responsible for registering the assignment in the public registers, at its own costs. Assignor will, upon written request from Assignee, fulfil any formalities needed to complete the assignment and/or to register the transfer in the public registers.

2. WARRANTIES

This assignment is made without any guarantee from Assignor other than the material existence of the IP Rights at the date of signing of this assignment. In particular, Assignor does not guarantee in any way, either expressly or impliedly, commercial nature, utilization, profitability of the IP Rights, validity of the IP Rights, their technical content or compatibility for a particular purpose or that those patents do not infringe the intellectual property rights of third party.

3. GOVERNING LAW AND DISPUTE RESOLUTION

- 3.1 This assignment shall be governed by the laws of the Netherlands. Any disputes arising from this assignment shall be resolved on an informal basis. Parties agree to use their best efforts to try in good faith to resolve the dispute. If the dispute cannot be solved by negotiations, the Parties agree that the court of Amsterdam shall have exclusive jurisdiction to settle any dispute or claim that arises from or in connection with this Agreement or its subject matter.



**Hannibal Smith Holding B.V.,
Representing Sensoterra International Holding B.V.,
Representing Sensoterra International B.V.,**

By: Rene Voogt

Place: *Houten*

Date: *15/11/2021*

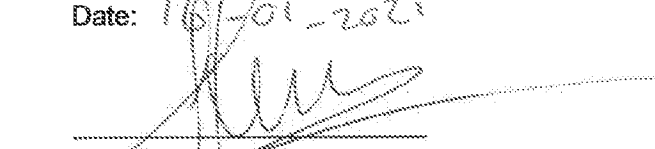


**WellPlanet B.V.
Representing Sensoterra International Holding B.V.,
Representing Sensoterra International B.V.,**

By: Ellery Rijkaart

Place: *Boskoop*

Date: *16-01-2021*

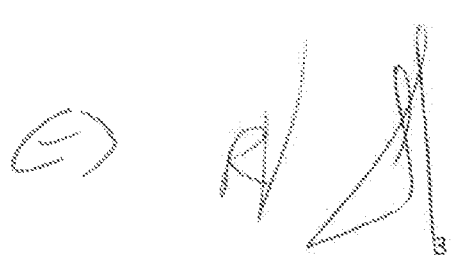


**Amsterdam Technology Ventures B.V. in liquidatie,
Representing Sensoterra Holding B.V.,
Representing Sensoterra B.V.,**

By: Norbert van Hamond (liquidator)

Place: *Dieren*

Date: *8 jan 2021*



SCHEDULE 1

Designs and patents.

Single depth probe	shape/mould	Design	EU	003827625	28-3-2017	003827625	registered
Single depth probe	shape/mould	Design	US	29/611,811	26-7-2017	US D841,490 S	registered
Single depth probe	shape/mould	Design	CN	201730320770.9	19-7-2017	304587993	registered
Multidepth probe	hammerability	Patent	NL	1042193	23-12-2016	1042193	granted
Multidepth probe	hammerability	Patent	PCT	PC1/EP2017/084412	22-12-2017	WO/2018/115454	expired
Multidepth probe	hammerability	Patent	CN	201780085708.3	22-12-2017	CN110249218A	application
Multidepth probe	hammerability	Patent	US	16/472599	22-12-2017	US-2020-0150067	application
Multidepth probe	hammerability	Patent	EP	17832780.5	22-12-2017	EP3559645	application
Multidepth probe	sensor - capacitor discharge	Patent	NL	2021169	22-6-2018	2021169	granted
Multidepth probe	sensor - capacitor discharge	Patent	PCT	PCT/NL2019/050377	18-6-2019	WO/2019/745367	application

Voor akkoord:

Norbert van Hamond

ATV B.V.

Voor akkoord:

Ellery Rijkman

Sensoterra International BV

Voor akkoord:

Rens Vooij

Sensoterra International BV