

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7026887

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
SVXR, INC.		09/09/2021
RECEIVING PARTY DATA		
Name:	BRUKER NANO, INC.	
Street Address:	112 ROBIN HILL ROAD	
City:	SANTA BARBARA	
State/Country:	CALIFORNIA	
Postal Code:	93117	
PROPERTY NUMBERS Total: 28		
Property Type	Number	
Application Number:	16786912	
Application Number:	16874248	
Application Number:	16830108	
Application Number:	16924581	
Application Number:	16924645	
Application Number:	16924663	
Application Number:	16924706	
Application Number:	16924747	
Application Number:	63062299	
Patent Number:	9129715	
Patent Number:	9607724	
Patent Number:	9646732	
Patent Number:	10559396	
Patent Number:	10692184	
Patent Number:	11055821	
Patent Number:	11042981	
Application Number:	17394357	
Application Number:	17339136	
Application Number:	17325591	
PCT Number:	US2033586	

PATENT

Property Type	Number
PCT Number:	US2032698
PCT Number:	US2041508
PCT Number:	US2041514
PCT Number:	US2041520
PCT Number:	US2041527
PCT Number:	US2041536
PCT Number:	US2041546
PCT Number:	US2144668

CORRESPONDENCE DATA

Fax Number: (414)225-9753

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: 4142259755

Email: docketing@boylefred.com

Correspondent Name: JAY G. DURST

Address Line 1: 840 N. PLANKTINTON AVE

Address Line 4: MILWAUKEE, WISCONSIN 53203

ATTORNEY DOCKET NUMBER: 7528.000

NAME OF SUBMITTER: JAY G. DURST

SIGNATURE: /Jay G. Durst/

DATE SIGNED: 11/16/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “*Assignment*”) is made as of September 9, 2021, by and between SVXR, INC., a Delaware corporation (the “*Assignor*”) as assignor, and BRUKER NANO, INC., an Arizona corporation (the “*Assignee*”), as assignee.

RECITALS

- A. The Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of August 3, 2021 (the “*Purchase Agreement*”), pursuant to the terms of which Assignor agreed to assign the Acquired Intellectual Property to Assignee, which includes, without limitation, the Intellectual Property set forth on Exhibit A attached hereto (collectively the “*IP*”);
- B. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement; and
- C. Pursuant to the terms of the Purchase Agreement, the Assignor and Assignee desire to enter into this Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee its entire right, title and interest in and to the IP, together with all rights, licenses and other agreements, if any, heretofore made by Assignor in respect of, or relating to, the IP, all goodwill associated therewith, all common law rights therein, and all income, royalties, rights to prepare derivative works, fees and payments, if any, now or hereafter due or payable in respect to the IP, including any rights to file an action and recover damages by reason of past infringement, misappropriation or other unauthorized use of the IP, with a right to sue for, and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.
- 2. Assignee hereby accepts Assignor’s assignment and transfer of the IP.
- 3. Assignor shall execute, acknowledge and deliver to Assignee all documents, instruments and agreements as may be necessary to make a record with any governmental authority (both foreign and domestic) or third parties of this Assignment and Assignee’s ownership of all right, title and interest in, to and under the IP.
- 4. The execution and delivery of this Assignment shall not, in any way, affect, limit, supersede, modify, replace, amend, change, rescind, waive or exceed the rights and obligations of Assignor and Assignee under, or enlarge, restrict or otherwise modify the terms of the Purchase Agreement, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of any party set forth in the Purchase Agreement. In the event of any conflict or inconsistency between

the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Should any term or provision of this Assignment be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the parties as nearly as possible in accordance with applicable law and the remainder of this Assignment. The application of such term or provision to persons, property, or circumstances other than those as to which it is invalid, unenforceable, or prohibited, shall not be affected by such invalidity, unenforceability, or prohibition, and each term and provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Assignor and Assignee on behalf of Assignor and Assignee.

6. This Assignment and all of the provisions in this Assignment shall be binding upon and inure to the benefit of the successors in interest and assigns of the parties.

7. This Assignment shall be governed by, and construed and interpreted in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such state, but excluding the conflicts of laws principles thereof.

8. Subject to Section 4 above, this Assignment constitutes the complete and exclusive statement of the agreement between the parties with respect to the subject matter of this Assignment, and this Assignment supersedes any prior oral or written communications, proposals, representations, and agreements. This Assignment and the obligations hereunder are not intended to confer any rights or remedies to any third party and are not intended to operate, in anyway, as an agreement for the benefit of any third party.

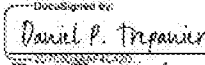
9. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed counterpart of this Assignment transmitted and received by facsimile or PDF shall be deemed for all purposes to be an original, executed counterpart hereof.

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IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

SVXR, INC.

By: _____
Name: Dan Trepanier
Title: Chief Executive Officer

ASSIGNEE:

BRUKER NANO, INC.

By: _____
Name: Mark R. Munch, Ph.D.
Title: President

[Signature Page to Intellectual Property Assignment]

PATENT
REEL: 058125 FRAME: 0374

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ASSIGNOR:

SVXR, INC.

By: _____
Name: Dan Trepanier
Title: Chief Executive Officer

ASSIGNEE:

BRUKER NANO, INC.

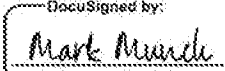
By:  _____
Name: Mark R. Munch, Ph.D.
Title: President

Exhibit A

See Attached.

Exhibit A
Intellectual Property

(a)

Patents:


Attached as Attachment 6.16(a).

Domains:

(a) svxr.com; and (b) svxr.org

Trademarks:

MARK	JUR.	REG. #/ APP#	IC	GOODS/SERVICES	REG. DATE
X200	USA	90284327	009	Downloadable industrial process control software; Electro-optical instruments for use in inspection and measurement of industrial components; Industrial X-ray apparatus in the nature of testing equipment for determining industrial flaws; Instruments for detecting and measuring two-dimensional distribution of force and pressure; Water testing instrumentation for monitoring and detecting contamination; X-ray apparatus not for medical purposes.	Filing Date: October 28, 2020

MARK	JUR.	REG. #/ APP#	IC	GOODS/SERVICES	REG. DATE
	USA	90278931	009	Downloadable industrial process control software; Electro-optical instruments for use in inspection and measurement of industrial components; Industrial X-ray apparatus in the nature of testing equipment for determining industrial flaws; Instruments for detecting and measuring two-dimensional distribution of force and pressure; Water testing instrumentation for monitoring and detecting contamination; X-ray apparatus not for medical purposes.	Filing Date: October 26, 2020

The Paychex Agreement (as defined below) (Paychex IP licensed to Seller).

The Cimetrix Agreement (as defined below) (Cimetrix IP licensed to Seller).

The Varex Agreement (as defined below) (Varex IP licensed to Seller, and Seller IP licensed to Varex).

The Micron Agreement (Seller IP licensed to Micron to the extent Seller provides Seller software to Micron under a SOW).

Collaboration and Joint Development Agreement, dated as of March 18, 2019, by and between the Company and Advance Semiconductor Engineering, Inc. and the statements of work thereto (“**ASE JDP**”) (Seller IP licensed to ASE, and ASE IP licensed to Seller).

Master Services Agreement, dated as of September 27, 2018, by and between the Company and SSS Group, Inc. and the statements of work thereto (“**SSS Agreement**”) (SSS IP licensed to Seller).

Master Services Agreement, dated as of January 10, 2021, by and among the Company and Papaya Global Inc. and Papaya Global (HK) Limited; Software as a Service (Saas) License Agreement, dated as of January 10, 2021, by and among the Company and Papaya Global Inc. (the “**Papaya Global Agreements**”) (Papaya IP licensed to Seller).

Capital Purchase Agreement, dated as of September 20, 2018, by and between the Company and Avago Technologies, Inc. (the “**Broadcom Agreement**”) (Seller IP licensed to Broadcom).

Venue Terms and Conditions of Service, by and between the Company and Donnelley Financial LLC (the “DFIN Agreement”) (Donnelley IP licensed to Seller).

(b)

The Company uses the following “open source” software: (a) BitMiracle.LibTiff.Net, (b) Json.Net, (c) Math.net, (d) OpenCvSharp, (e) OpenCV, and (f) MongoDB.

	A	B	C	D	E	F	G	H
1	Status	Country	Application No.	Filing Date	Patent No.	Issue Date	Title	Published App. Number
2	Pending	US	16/786912	2/10/2020			Devices Processed Using X-Rays	
3	Pending	TW	108123714	7/5/2019			Super-Resolution X-ray Imaging Method and Apparatus	
4	Pending	US	16/874,248	5/14/2020			Method and Apparatus for Rapid Inspection of Subcomponents of Manufactured Component	20200380664
5	Pending	PCT	PCT/US20/33586	5/19/2020	-	-	Method and Apparatus for Rapid Inspection of Subcomponents of Manufactured Component	
6	Pending	TW	109118092	5/29/2020			Method and Apparatus for Rapid Inspection of Subcomponents of Manufactured Component	
7	Pending	US	16/830,108	3/25/2020			Method and Apparatus Rapidly Classifying Defects in Subcomponents of Manufactured Component	20200380654
8	Pending	PCT	PCT/US20/32698	5/13/2020	-	-	Method and Apparatus Rapidly Classifying Defects in Subcomponents of Manufactured Component	
9	Pending	TW	109118091	5/29/2020			Method and Apparatus Rapidly Classifying Defects in Subcomponents of Manufactured Component	
10	Pending	US	16/924581	7/9/2020			Methods and Systems for Detecting Defects in Devices Using X-rays	20210012499
11	Pending	PCT	PCT/US20/41508	7/10/2020				
12	Pending	TW	109123429	7/10/2020			Methods and Systems for Detecting Defects in Devices Using X-rays	
13	Pending	US	16/924645	7/9/2020			Methods and Systems for Defects Detection and Classification Using X-rays	20210010953
14	Pending	PCT	PCT/US20/41514	7/10/2020				
15	Pending	TW	109123431	7/10/2020			Methods and Systems for Defects Detection and Classification Using X-rays	
16	Pending	US	16/924663	7/9/2020			Methods and Systems for Process Control Based on X-ray Inspection	20210011177
17	Pending	PCT	PCT/US20/41520	7/10/2020				
18	Pending	TW	109123432	7/10/2020			Methods and Systems for Process Control Based on X-ray Inspection	
19	Pending	US	16/924706	7/9/2020			Methods and Systems for Product Failure Prediction based on X-ray Image Re-examination	20210010954
20	Pending	PCT	PCT/US20/41527	7/10/2020				
21	Pending	TW	109123433	7/10/2020			Methods and Systems for Product Failure Prediction based on X-ray Image Re-examination	
22	Pending	US	16/924747	7/9/2020			Methods and Systems for Manufacturing Printed Circuit Board based on X-ray Inspection	20210014979
23	Pending	PCT	PCT/US20/41536	7/10/2020				
24	Pending	TW	109123434	7/10/2020			Methods and Systems for Manufacturing Printed Circuit Board based on X-ray Inspection	
25	Pending	PCT	PCT/US20/41546	7/10/2020				
26	Pending	TW	109123435	7/10/2020				
27	Pending	US	63/062299	8/6/2020	-	-	Methods and Systems for Inspecting Integrated Circuits Based on X-rays	
28	Issued	US	13/987808	9/4/2013	8128715	9/8/2015	High Speed X-Ray Inspection Microscope	
29	Issued	US	14/732674	6/6/2015	9607724	3/28/2017	Devices Processed Using X-Rays	
30	Issued	US	15/231774	8/8/2016	9646732	5/9/2017	High Speed X-Ray Microscope	
31	Issued	US	15/470726	3/27/2017	10559396	2/11/2020	Devices Processed Using X-Rays	
32	Issued	US	16/053627	8/2/2018	10692184	6/23/2020	Super-Resolution X-ray Imaging Method and Apparatus	
33	Issued	US	16/879073	5/20/2020	11055821		Super-Resolution X-ray Imaging Method and Apparatus	
34	Issued	US	16/924769	7/9/2020	11042981		Methods and Systems for Printed Circuit Board Design Based on Automatic Corrections	