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| PATENT ASSIGNMENT COVER SHEET |
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 Stylesheet Version v1.2

EPAS ID: PAT7032131

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | PURCHASE AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| HALMA INVESTMENT HOLDINGS LIMITED | 02/04/2020 |
| RECEIVING PARTY DATA | |
| Name: | J AND N ENTERPRISES, INC. |
| Street Address: | 851 TRANSPORT DRIVE |
| City: | VALPARAISO |
| State/Country: | INDIANA |
| Postal Code: | 46383 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Patent Number: | 7764186 |
| Patent Number: | 8736456 |
| Patent Number: | 9024756 |
| CORRESPONDENCE DATA | |
| Fax Number: | (219)464-1166 |
| <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: | 219-462-4999 |
| Email: | dhartman@hartmanglobal-ip.com |
| Correspondent Name: | DOMENICA N.S. HARTMAN |
| Address Line 1: | 2621 CHICAGO STREET |
| Address Line 2: | SUITE A |
| Address Line 4: | VALPARAISO, INDIANA 46383 |
| NAME OF SUBMITTER: | DOMENICA N.S. HARTMAN |
| SIGNATURE: | /Domenica N.S. Hartman/ |
| DATE SIGNED: | 11/18/2021 |
| Total Attachments: 10 | |
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MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (this "Agreement"), dated as of February 4, 2020, is entered into by and among Halma Investment Holdings Limited, a company organized and existing under the laws of England and Wales ("Buyer"), Sensit Technologies, LLC, an Ohio limited liability company ("Company"), The Crane Group Companies Limited, an Ohio limited liability company ("Crane") J and N Enterprises, Inc., an Indiana corporation ("J&N"), SEBL Holdings, LLC, an Indiana limited liability company ("SEBL"), PSKF, LLC, an Indiana limited liability company ("PSKF" and collectively with Crane, J&N and SEBL, "Sellers" and each, a "Seller"), and, solely with respect to Section 6.03, Section 6.04, Article VII, and Article VIII, Steve Fullenkamp, J. Scott Kleppe, and Kevin Frailey (the "Inside Members"). Buyer, each of the Sellers, the Company, and, with respect to matters relating to Section 6.03, Section 6.04, Article VII, and Article VIII only, Inside Members, may be referred to collectively as the "Parties" or each individually as a "Party."

RECITALS

WHEREAS, Sellers collectively own all of the membership interests of the Company (the "Purchased Units");

WHEREAS, Sellers wish to sell to Buyer, and Buyer wishes to purchase from Sellers, the Purchased Units on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions. The following terms have the meanings specified or referred to in this Article I:

"ACA" has the meaning set forth in Section 4.16(c).

"Accounting Referee" has the meaning set forth in Section 7.01(c).

"Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

(iii) easements, rights of way, zoning ordinances and other similar Encumbrances affecting Real Property.

(b) Section 4.08 of the Disclosure Schedules lists the street address of each parcel of Real Property leased by the Company Group and includes a list of all leases or subleases for each parcel of leased Real Property, all of which are in full force and effect, as well as a description of the current use of such Real Property. No member of the Company Group has sent or received a notice of default under such leases or received a notice that the owner of the leased Real Property has made any assignment, mortgage, pledge or hypothecation of such Real Property lease or the rents or use fees due thereunder. With respect to each Real Property lease, all rents, deposits and additional rents due pursuant to such Real Property lease have been paid in full, and no security deposit or portion thereof has been applied in respect of a breach or default under such real property lease that has not been redeposited in full.

(c) All buildings, plants, leasehold improvements, structures, facilities, equipment and other items of tangible property and assets which are owned, leased, or used by a member of the Company Group are in good operating condition and repair (subject to normal wear and tear given the use and age of such assets) and are usable in the ordinary course of business consistent with past practice.

Section 4.09 Intellectual Property.

(a) "Intellectual Property" means all rights in or arising out of the following, pursuant to the Laws of any jurisdiction throughout the world, including that owned by the Company Group ("Company Intellectual Property") and that in which either the Company Group holds exclusive or non-exclusive rights or interests granted by license from other Persons ("Licensed Intellectual Property"):

(i) trademarks, service marks, trade names, brand names, logos, and trade dress, whether registered or unregistered, and all registrations and applications for registration of the foregoing, as well as the goodwill connected with the use of and symbolized by any of the foregoing ("Trademarks");

(ii) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority ("Domain Names");

(iii) copyrights in both published and unpublished works (whether registered or unregistered), and all registrations and applications for registration of such copyrights ("Copyrights");

(iv) Confidential Information, including formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, compositions and other trade secrets, whether or not patentable ("Trade Secrets");

(v) patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and

all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of such patents and applications ("Patents"); and

(vi) Software, to the extent not already covered in one of the categories above.

(b) Section 4.09(b) of the Disclosure Schedules lists all Company Intellectual Property that is subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction (collectively, "Intellectual Property Registrations"), including registered Trademarks, Domain Names and Copyrights, issued and reissued Patents and pending applications for any of the foregoing. All required filings and fees related to the Intellectual Property Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Intellectual Property Registrations are otherwise in good standing.

(c) Except as set forth in Section 4.09(c) of the Disclosure Schedules, the Company Group exclusively owns all right, title and interest in and to the Company Intellectual Property, free and clear of Encumbrances other than Permitted Encumbrances set forth on Section 4.09(c) of the Disclosure Schedules. No employee or independent contractor of the Company Group has any right, title, interest, or claim of any kind in or to any of the Company Intellectual Property. The Company Group is in full compliance in all material respects with all legal requirements applicable to the Company Intellectual Property and the Company Group's ownership and use thereof. Company Group has not granted any outstanding license or other rights to Company Intellectual Property. Except as set forth in Section 4.09(d) of the Disclosure Schedules or with respect to commercially available off-the-shelf software with a replacement cost and/or annual license fee each not exceeding \$10,000, the Company Group is not liable, and has not made any contract or arrangement whereby it may become liable, to any person for any royalty or other compensation for the use of any Intellectual Property.

(d) Section 4.09(d) of the Disclosure Schedules lists all licenses (other than licenses for commercially available off-the-shelf software with a replacement cost and/or annual license fee each not exceeding \$10,000), sublicenses and other agreements whereby the Company Group is granted rights, interests and authority, whether on an exclusive or non-exclusive basis, with respect to any Licensed Intellectual Property that is used in or necessary for the Company Group's current or planned business operations. All such agreements are valid, binding and enforceable between the Company Group and the other parties thereto, and the Company Group and, to Sellers' Knowledge, such other parties thereto are in full compliance with the terms and conditions of such agreements. The consummation of the transactions contemplated by this Agreement will not alter or impair any rights of the Company Group in or to any Licensed Intellectual Property that is used in or necessary for the Company Group's current or planned business operations or require payment of any additional royalties or other fees to continue such use (other than licenses for commercially available off-the-shelf software requiring additional fees based on increased usage, increased number of users, or similar measure).

(e) The Company Intellectual Property and the Licensed Intellectual Property, as used by the Company Group or proposed to be used, and the Company Group's conduct of its business as currently conducted and proposed to be conducted do not and will not infringe, violate or

misappropriate the Intellectual Property of any other Person. No member of the Company Group has received any communication, and no Action has been instituted, settled or, to Sellers' Knowledge, threatened that alleges any such infringement, violation or misappropriation, and none of the Company Intellectual Property are subject to any outstanding Governmental Order.

(f) Section 4.09(f) of the Disclosure Schedules lists all licenses, sublicenses and other agreements pursuant to which the Company Group grants rights or authority to any Person with respect to any Company Intellectual Property or Licensed Intellectual Property. All such agreements are valid, binding and enforceable between the Company Group and the other parties thereto, and the Company Group and, to Sellers' Knowledge, such other parties thereto are in full compliance with the terms and conditions of such agreements. To Sellers' Knowledge, no Person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, any Company Intellectual Property.

(g) The transactions contemplated by this Agreement will have no adverse effect on the right, title and interest of Company Group after the Closing in and to the Company Intellectual Property. Consummation of the transactions contemplated hereby will not result in the termination or impairment of any of the Company Group's licensed rights in Licensed Intellectual Property.

(h) The Trade Secrets of the Company Group that are necessary to the operation of Company Group will remain available for use by the Company Group after the Closing. Company Group has taken commercially reasonable measures to establish and preserve the confidentiality, secrecy and ownership of all Trade Secrets the Company Group. To Sellers' Knowledge, there has been no misappropriation of any Trade Secrets of the Company Group under applicable Law and no Trade Secrets have been used by or disclosed to any third party except pursuant to valid non-disclosure and/or license agreements that have not been breached by Company Group or, to Sellers' Knowledge, by any other party to such agreements.

Section 4.10 Accounts Receivable. The accounts receivable reflected on the Interim Balance Sheet and the accounts receivable arising after the date thereof (a) have arisen from bona fide transactions entered into by a member of the Company Group involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; (b) constitute only valid, undisputed claims of a member of the Company Group not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice; and (c) except as reserved for in the Interim Balance Sheet, all of the accounts receivable of the Company Group are fully collectible in the ordinary course of business using commercially reasonable efforts.

Section 4.11 Customers and Suppliers.

(a) Section 4.11(a) of the Disclosure Schedules sets forth (i) the top ten (10) largest customers based on aggregate consideration paid to the Company Group for goods or services rendered for each of the two most recent fiscal years (collectively, the "Material Customers"); and (ii) the amount of consideration paid by each Material Customer during such periods. The

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Buyer:
Halma Investment Holdings Limited

By: Todd Burt

Name: Todd Burt
Title: Authorized Representative

Crane:
The Crane Group Companies Limited

Name: Chad M. Utrup
Title: CFO and Treasurer

SEBL:
SEBL Holdings, LLC

Name: Steve Fullenkamp
Title: Sole Member

Solely with respect to Section 6.05,
Section 6.08, Article VII and Article
IX, the Inside Members:

Steve Fullenkamp, Individually

Kevin Frailey, Individually

The Company:
Sensit Technologies, LLC

Name: J. Scott Kleppe
Title: President and Chief Executive
Officer

J&N:
J and N Enterprises, Inc.

Name: J. Scott Kleppe
Title: President

PSKF:
PSKF, LLC

Name: Kevin Frailey
Title: Sole Member

J. Scott. Kleppe, Individually

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Title: President and Chief Executive
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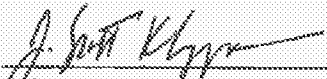
J&N:
J and N Enterprises, Inc.



Name: J. Scott Kleppe
Title: President

PSKF:
PSKF, LLC

Name: Kevin Frailey
Title: Sole Member



J. Scott Kleppe, Individually

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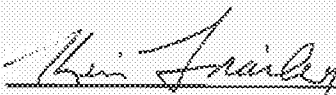
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*DISCLOSURE SCHEDULE
COMPANY INTELLECTUAL PROPERTY*

| <i>Patent No.</i> | <i>Issue Date</i> | <i>Assignee</i> |
|-------------------|-------------------|------------------------------|
| 7,764,186 | July 27, 2010 | J AND N ENTERPRISES, INC. |
| 8,736,456 | May 27, 2014 | J AND N ENTERPRISES, INC. |
| 9,024,756 | May 05, 2015 | J AND N ENTERPRISES, INC. |