507001020 11/30/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7047858

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
DYNATEST INTERNATIONAL A/S	09/15/2020

RECEIVING PARTY DATA

Name:	RAMBOLL SWEDEN AB	
Street Address:	KRUKMAKARGATAN 21	
City:	STOCKHOLM	
State/Country:	SWEDEN	
Postal Code:	SE-104 62	

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	14407167	

CORRESPONDENCE DATA

Fax Number: (703)668-8200

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: 7036688000

Email: dcmailroom@harnessip.com

Correspondent Name: HARNESS, DICKEY & PIERCE, P.L.C.

Address Line 1: P.O. BOX 8910

Address Line 4: RESTON, VIRGINIA 20195

ATTORNEY DOCKET NUMBER:	10400-000943-US-NP	
NAME OF SUBMITTER:	JOHN W. FITZPATRICK, REG. #41,018	
SIGNATURE:	/John W. Fitzpatrick/	
DATE SIGNED:	11/30/2021	

Total Attachments: 16

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STRICTLY CONFIDENTIAL - LEGAL PRVILEGE

RAPTOR PURCHASE AND TRANSFER AGREEMENT

BETWEEN

DYNATEST INTERNATIONAL A/S

AKTIESELSKABET AF 1. FEBRUAR 1997 I IN BANKRUPTCY (FORMER

DYNATEST DENMARK A/S)

SYDBANK LEASING (SYDBANK A/S)

AND

RAMBOLL SWEDEN AB

* WE

RAPTOR PURCHASE AND TRANFER AGREEMENT

This RAPTOR PURCHASE AND TRANSFER AGREEMENT ("Agreement") is entered into by and between

DYNATEST INTERNATIONAL A/S

Danish business registration no. (CVR-no.) 64532413 Tempovej 27 DK-2750 Ballerup DENMARK

- hereinafter referred to as "DIAS"

AKTIESELSKABET AF 1. FEBRUAR 1997 I IN BANKRUPTCY

(FORMER DYNATEST DENMARK A/S)

Danish business registration no. (CVR-no.) 20015632

Represented by the appointed bankruptcy trustees, attorney Nicolai Dyhr and attorney Anders Hoffmann

Horten Law Firm

Philip Heymanns Allé 7

DK-2900 Hellerup

DENMARK

hereinafter referred to as the "ESTATE"

SYDBANK LEASING (SYDBANK A/S)

Danish business registration no. (CVR-no.) 12626509 Peberlyk 4 DK-6200 Aabenraa DENMARK

- hereinafter referred to as "SYDBANK"

DIAS, the ESTATE and SYDBANK referred to herein individually as "Seller" and collectively as the "Sellers".

and

RAMBOLL SWEDEN AB

Swedish business registration no. (SCRO no.) 556133-0506 Krukmakargatan 21 SE-104 62 Stockholm Sweden hereinafter referred to as the "Purchaser" or "Ramboll"

Each Seller and the Purchaser are referred to herein individually as a "Party" and collectively as the "Parties".

- AN 1/2

The Parties hereby agree as follows:

1. BACKGROUND

- 1.1 The Sellers each own certain assets, as specified below, related to the Rapid Pavement Tester trailers ("Raptor") and the technology and certain assets used for Raptor.
 - (a) DIAS owns the Patent, Source Code and Trademark.
 - (b) The ESTATE owns Raptor Inventories, Raptor Trailer 2 and Raptor Trailer 3
 - (c) SYDBANK owns Raptor Trailer 1.
- 1.2 Each of the Sellers wish to sell, assign and transfer, in full, all theirs rights, title and interests in the Patent, Source Code, Trademark, Raptor Inventory, Raptor Trailer 1, Raptor Trailer 2 and Raptor Trailer 3 (collectively "The Raptor Platform").
- 1.3 Purchaser wishes to purchase the Raptor Platform.

2. DEFINITIONS

Certain terms are defined in the text of this Agreement, and in addition, the following terms shall have the following definitions:

- 2.1 "Purchase Price" has the meaning set forth in clause 4.1,
- 2.2 "Raptor" means all the Rapid Pavement Tester trailers.
- 2.3 "The Raptor Platform" means the content of the transaction of asset sold by the Sellers and thereby the assets purchased by the Purchaser under this Agreement all assets specifically listed in clause 5.
- 2.4 "Sellers' Bank Account" means the bank account (client account with Bech-Bruun Law Firm) belonging to the Sellers, which account number is provided in writing by the Sellers' Representative.
- 2.5 "Seliers' Representative" means Nicholas Liebach, Blue Equity.
- 2.6 "Transaction Date" means the date and time on which the Seller's Bank Account receives the Purchase Price in full, from which date and time the Purchaser will effectively have The Raptor Platform at its full and unlimited disposal and for its own account, expense and risk in ail respects.

3. SALE AND PURCHASE

3.1 The Sellers hereby agree to sell The Raptor Platform free of any encumbrances, and the Purchaser undertakes to buy The Raptor Platform on the terms and conditions of this Agreement.

4. PURCHASE PRICE

4.1 <u>Purchase Price</u> The purchase price for The Raptor Platform is fixed to DKK 4,500,000 (four million and five hundred thousand Danish kroner) (the "Purchase Price").



4.2 The Purchase Price shall be payable in full on the Transaction Date to Sellers' Bank Account after (I) the Purchaser has, at its own discretion, performed due inspections, and approved such inspections of the Raptor Trailer 1, Raptor Trailer 2, Raptor Trailer 3 and Raptor Inventories on the Sellers premises as well as downloaded Source Code pursuant to clause 5.2 and (II) the Parties have in writing signed a form of delivery.

5. CONTENT OF THE TRANSACTION

- 5.1 Effective on the Transaction Date, Sellers hereby sell, assign, transfer and convey to Purchaser the relevant rights, title and interest they have in The Raptor Platform including all relevant documentation, "as is", in possession of the Sellers for the operation and maintenance (including but not limited to user manuals, calibration instructions as well as service and maintenance manuals or guides)
- 5.2 For a period of 7 days from the Transaction Date the Seliers' will give the Purchaser unlimited access to a server (through a VPN connection or similar) containing the relevant documentation as set out above in clause 5.1.
- 5.3 The Raptor Platform contain the following assets (exhaustively listed):
- 5.3.1 "Raptor Trailer 1" means the completed Raptor trailer with Danish licence plate "DE7624" located at Tempovej 27 - 29, DK-2750, Ballerup, Denmark, and as described in Appendix 5.3.1.
- 5.3.2 "Raptor Trailer 2" means the completed Raptor trailer with Danish licence plate "CK4021" located at Tempovej 27 29, DK-2750, Ballerup, Denmark and as described in Appendix 5.3.2.
- 5.3.3 "Raptor Trailer 3" means the in-construction Raptor-trailer with Danish licence plate "CK4026" located at Tempovej 27 - 29, DK-2750, Ballerup, Denmark and as described in Appendix 5.3.3.
- 5.3.4 "Raptor Inventories" means the Raptor related inventories listed in Appendix 5.3.4 and located at Tempovel 27 29, DK-2750, Ballerup, Denmark.
- 5.3.5 "Patent" or "Patents" means those patents and applications listed in Appendix 5.3.5.
- 5.3.6 "Trademark" means the trademark listed in Appendix 5.3.6.
- 5.3.7 "Source Code" means a non-exclusive copy of the source code of the Dynatest Data Collection Program as described in Appendix 5.3.7 and exclusive ownership and full proprietary rights of the source code for the Raptor specific software.

6. OTHER TRANSACTION TERMS

6.1 Costs of transfer. Except as otherwise provided in this Agreement, all costs incurred by the Purchaser in connection with the transfer of The Raptor Platform to the

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Purchaser, and Purchaser's time incurred in connection with such transfer, shall be the sole responsibility of the Purchaser.

Wrong Pocket. If at any time following a period of 7 days from the Transaction Date, either Party becomes aware any inventory, document or item needed in relation to the Raptor Platform that the Parties agree should have been included in the Raptor Platform, and is in existence and owned by the Sellers as of the Transaction Date (each an "Omitted Transferred Asset"), such Party agrees to immediately notify the other Party in writing of such Omitted Transferred Asset, and the Sellers agree to take relevant actions to effectuate the transfer or delivery of such Omitted Transferred Asset to the Purchaser free of charge or cost.

7. NO REPRESENTATIONS AND WARRANTIES

The Raptor Platform is sold by inter alia a bankruptcy estate and a bank/leasing company. The Parties explicitly agree that the Purchase Price has been fixed with due regards to this clause 8. The Purchaser therefore acquires The Raptor Platform on an "as is"-basis. The Sellers are not liable for Raptor Platform or the information provided in this Agreement or information exchanged prior to this Agreement and assumes no liability for the accuracy and completeness of the information or the Raptor Platform.

The Purchaser shall not make any objection to or claim against the Sellers regarding the factual state of The Raptor Platform, whether in the form of termination of the Agreement, claims for damages, proportionate reduction of the Purchase Price or specific performance should The Raptor Platform prove to be factually defective. Accordingly, the Sellers are under no circumstances liable for such defects. This exclusion of liability applies to each Seller.

The Parties each warrant to each other as follows:

- 7.1 <u>Authority</u>. Seller and the Purchaser has the right, authority, and capacity to enter into this Agreement and to carry out its obligations hereunder.
- 7.2 <u>Title.</u> Seller has good and marketable title to The Raptor Platform. The Raptor Platform is free and clear of all liens, mortgages, security interests or other encumbrances.
- 7.3 No Contest. To the best of each Seller's knowledge, there are no actions, suits, claims or proceedings threatened, pending or in progress in any way relation to the Raptor Platform and each Seller has not received notice of (and each Seller is not aware of any facts or circumstances which could reasonably be expected to give rise to) any other actions, suits, investigations, claims or proceedings threatened, pending or in progress relating to the Raptor Platform.
- 7.4 Notwithstanding the above, the Seilers shall under no circumstances be liable for any exemplary, punitive, incidental, indirect, special or consequential damages whatsoever, whether foreseeable or not, including without limitation, third party charges and costs, diminution in value, lost profits (whether direct or indirect), business or business opportunity, regardless of the cause, including without limitation, the negligent acts or omissions, breach of contract, implied warranty or duty (statutory or otherwise) or strict liability of the Sellers or any other theory of legal liability.

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8. MISCELLANEOUS

- 8.1 Confidentiality of Yerms. The Parties hereto shall keep the terms and existence of this Agreement and the identities of the Parties hereto confidential and shall not now or hereafter disclose any of this information to any third party except: (a) with the prior written consent of the other Party, such consent shall not be unreasonably withheld; (b) as otherwise may be required by law or legal process, in respect of the Estate to the Bankruptcy Court or creditors as the case may be according to law, including in confidence to financial advisors in their capacity of advising a Party in such matters; (c) during the course of litigation, so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties; or (d) in confidence to its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with financial transactions; provided that, in (b) through (d) above, (i) the disclosing party shall use all legitimate and legal means available to minimize the disclosure to third parties, including without limitation seeking a confidential treatment request or protective order whenever appropriate or available; and (ii), other than disclosures pursuant to subsection (d) above, the disclosing party shall, to the extent legally permissible, provide the other party with at least ten (10) days prior written notice of such disclosure.
- 8.2 Entire Agreement. The terms and conditions of this Agreement, including its Appendices, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by either party hereto shall alter the meaning or interpretation of this Agreement. No amendments or modifications shall be effective unless in a writing signed by authorized representatives of both Parties. These terms and conditions will prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any purchase order, acknowledgment or other writing not expressly incorporated into this Agreement. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument.
- 8.3 <u>Sellers' Representative</u>: Sellers hereby appoint Nicholas Liebach, Blue Equity as Sellers' Representative solely for the purposes of receiving and distributing funds under the Agreement.
- 8.4 <u>Notices</u>: All notices required or permitted to be given hereunder shall be deemed effectively given when sent by confirmed e-mail, addressed as follows:

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In the case of Sellers Nicholas Liebach Nill@blue.dk

In the case of Purchasers
Peter Ekdahl
Peter.ekdahl@ramboll.se

Either Party may give written notice of a change of email etc. and, after notice of such change has been received, any notice or request shall thereafter be given to such Party at such changed address.

- 8.5 Relationship of Parties. The Parties hereto are Independent contractors. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between Seller and Purchaser.
- 8.6 Severability. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.
- 8.7 No Assignment. This Agreement may not be assigned by any Party hereto except with the prior written consent of the other Party.

GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1 All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Denmark.
- 9.2 The Parties shall seek to amicably solve any dispute, controversy or claim arising out of or relating to this Agreement or the breach or invalidity thereof or the transactions contemplated hereby.
- 9.3 To the extent the Parties cannot settle a dispute amicably such dispute shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Procedure of the Danish Institute of Arbitration.
- 9.4 The Arbitration Tribunal shall allocate liability for the costs incurred by both Parties in respect of reasonable attorney's fee and the fees to the Arbitration Tribunal and other relevant costs in the proportions the Arbitration Tribunal shall deem to be fair and reasonable.
- 9.5 The language of the proceedings shall be in English.

** 张老

On behalf of DIAS:		On behalf of the ESTATE:
Coon kryn Plack, Date Olu, L Signature	15.09.2020 Nu	(15-09-2020) Place, Date Signature
CHR LANG Name		ANOLES HOFF WAS A SECULAR Name Langelinie Allé 35 2100 København Ø Tif. 72 27 00 00 Fax 72 27 00 27
On behalf of SYDBANK;		On behalf of the Purchaser:
Place, Date	- 202 <u>1</u> 	14/2/26 2020-09-14 Place, Date
Signature		Signature
3130 Jette Sarenseif	2212 Karin Holdt	PETEL EKOAHL
Name	······	Name

Appendix 5.3.1 - Raptor Trailer 1

Manufacturer: Eggers Fahrzeugbau GmbH

Make: Eggers Special Model: SK 10 EL

VIN number: W09393141H0E08030 First vehicle registration: November 28th 2017

Raptor trailer #1 became operational in April 2018.

Vehicle

Closed-box in-loader type semi-trailer with 1 axle

Purpose-built

Maximum axle load 10000 kg
Axle load adjustable range 6000-10000 kg
Maximum total weight 20000 kg
Super-single tires 385/65 R22.5

Height adjustable air-suspension Hydraulic system for adjusting the height of the front Insulated walls, ceiling and floor Climate controlled

Measuring system

12 laser line sensors, triangulation type
Fiber optic gyroscope
Carbon fiber beam for mounting of the 12 laser line sensors, 1st generation
On-board automatically operated calibrated system

Load monitoring system consisting of 2 load cells, 2 strain gauges, 2 accelerometers
Temperature monitoring system for beam consisting of 8 sensors
Inside air temperature 8 sensors
Outside temperature 1 sensor (infrared)
Trimble GPS, differential
Distance measuring instruments integrated in the wheel hubs

Record

Has performed measurements for paying clients in Europe in 2018
Has performed measurements for marketing purposes in Europe in 2018
Has performed measurements for paying clients in the USA in 2019
Has performed measurements for marketing purposes in the USA in 2019

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Appendix 5.3.2 - Raptor Trailer 2

Manufacturer:

Eggers Fahrzeugbau GmbH

Make:

Eggers Special

Model:

SK 10 EL

VIN number:

W09396486J0E08015

First vehicle registration: September 5th 2018

Raptor trailer #2 became operational in June 2019.

Vehicle

Closed-box in-loader type semi-trailer with 1 axle

Purpose-built

Maximum axle load

10000 kg

Axle load adjustable range

6000-10000 kg

Maximum total weight

20000 kg

Super-single tires

385/65 R22.5

Height adjustable air-suspension

Hydraulic system for adjusting the height of the front

Insulated walls, ceiling and floor

Climate controlled

Measuring system

12 laser line sensors, triangulation type

Fiber optic gyroscope

Carbon fiber beam for mounting of the 12 laser line sensors, 2nd generation

On-board automatically operated calibrated system

Load monitoring system consisting of 2 load cells, 2 strain gauges, 2 accelerometers

Temperature monitoring system for beam consisting of 8 sensors

Inside air temperature 8 sensors

Outside temperature 1 sensor (infrared)

Trimble GPS, differential

Distance measuring instruments integrated in the wheel hubs

Record

Has performed measurements for paying clients in Europe in 2019

Has performed measurements for marketing purposes in Europe in 2019

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Appendix 5.3.3 - Raptor Trailer 3

Manufacturer:

Eggers Fahrzeugbau GmbH

Make:

Eggers Special

Model:

SK 10 EL

VIN number:

W09396486J0E08014

First vehicle registration: March 13th 2019

Raptor trailer #3 is not operational as a measuring device, and further costs to complete should be expected.

Vehicle

Closed-box in-loader type semi-trailer with 1 axle

Purpose-built

Maximum axle load

10000 kg

Axle load adjustable range

6000-10000 kg

Maximum total weight

20000 kg

Super-single tires

385/65 R22.5

Height adjustable air-suspension

Hydraulic system for adjusting the height of the front

Insulated walls, ceiling and floor

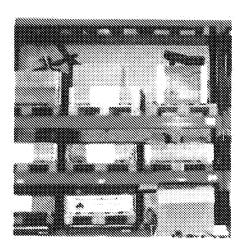
Climate controlled

MAZ

Appendix 5.3.4 - Raptor Inventories

Raptor Inventories contains various spare parts equipment located in storage crates as depicted below with the labelling "RAPTOR". Expectedly between 10-30 of such storage crates exists.

It is specifically noted that the line lasers intended for RAPTOR Trailer 3 are part of the RAPTOR Inventory.



* 张径

Appendix 5.3.5 - Patents

WO2018233838 An appearatus and a method for rolling wheel deflection measurement ("Krumningsalgoritme")

W02013185759

Rolling wheel Deflectometer (RAPTOR)

The Purchaser shall be responsible for all expenses in connection with the preparation, filing, prosecution and maintenance of any Patents.

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Appendix 5.3.6 - Trademark

The following trademarks have been registered in connection with Dynatest Raptor: "RPT"

"Raptor"

		Dente in Yredemark
AM 5018 057843 885.	ř	

VR 2016 02442 - RPT

Status. Registered

- (111) Registration Number VR 2018 02442
- (161) Date of the regionation
- 28318-11-088
- (210) Seriel number of the application VA 2016 00424
- (220) Date of filing of the application
 - 23318-02-16
- (180) Expected expiration date of the registration/renewal
- 2028-13-88 (541) Reproduction of the mark where the mark is represented in standard characters
- 798
- (950) indication relating to the nature as bind of mark Broddwidds soll
- (550) indication relating to the nature or kind of much
 - ***********
- (731) Name and address of the applicant

Dynatest international a/s

Gladeaueve; 302

DM-2888 Syborg

Denmoste

- (748) Hame and address of the representative
 - AWA Dersmork A/3

Strandgade 86

DN-1401 Kpikemhayeek

Denmark

- (511) The international Classification of Goods and Services for the Paperson of the Registration of Marks (Nice Classification) and the list of goods and services classified appropriate thomas
 - Appenden og instrumenter til målang testning, alprenning og kortni af velje, (trove, akvanelinjer, kabler, korbund, bygrånger og kalltoernome åder, dele og tilbehjer hersti (likre anteknide i andre klosses), datateksætlingsvidnigt, nompulære og serkning til amendelske i lanberdelse med lømmerste appærater og notrumenter til målang lædning. afproving og knotost.
 - 37 Kunstruktion og vedligeholdelse al veja broer, skinnelinjer, bohler, harburet bygninger og kultisænsecnædder
 - 42. Visionskaladig og teknologisk pradeta omd sistyhning og ingansprvirksomhed, herunder inden for konstruktion og rædigerholdiske af vege, brose, slammelinjen kalder, hærbrudt hygninger og kultinarmannskeler.

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PATENT

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VR 2015 02443 Repairs		 	***************************************
\$ 24.0 S20.1 0.020740000 130680230	********	 	

VR 2016 02443 - Raptor

Status Registered

- (133) Regelection Number VR 2016 02443
- (151) Date of the regretration

28816-111-08

- (216) Serial number of the application VA 3016 00425
- (226) Date of filing of the application
 - 2016-02-15

(180) Expected expiration date of the registration/sensess 2028-13-98

(541) Reproduction of the mark where the mark is represented in standard obsrections

Ractor

- (850) Indication relating to the mature or kind of mark
- individual
 (\$50) indication relating to the nature or kind of mark
- Agong (wow) standard constant and properties on stand by when
- (733) Herrie and editress of the applicant

DVNATEST INTERNATIONAL A/S

Gladaaseve: 342

DN-2860 886099

(3007200000°C

(740) Hame and address of the representative

AWA Denmark A/S

Strandgade 58

OK-1401 Kebenherm K

December

- (911) The international Classification of Goods and Services for the Purposes of the Regionation of Marke (Noce Classification) and the list of goods and services classified according thereto
 - OR Apparatus og instrumenter til måling, trestning, afoneming og tamoni af vege tenes stomstinger, beider, herbord bygfringer og tufthammermåder, skele og tillseher henti (tike indehvidt i andre tissecur), databetisenlingsundsyn compatiens og koftnam til anvendelser i tirtomådelse med tamoninte apparaten og sættementer til måling, bestning, afprørning og koftnal.
 - 37 Konstruktion og redågeholdelse af reje, broet skirnelinjer, kabler, havburd, bygninger og luthtærræcomsåder
 - 42 Yikistalaibilig og taknokogisk professionel ridgivning og eigemervirkenmisel, hensette tridgiv ha konstnistion og redligetokkelse af uge, omer, skune injer, kabler, havbund, kygninger og haltnassssområder.

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The Purchaser shall be responsible for all expenses in connection with the preparation, filing, prosecution and maintenance of any Trademarks.



Appendix 5.3.7 - Source Code

Data collection software

Own development

Data post-processing software (from Raptor data to deflection)?

Image recognition software

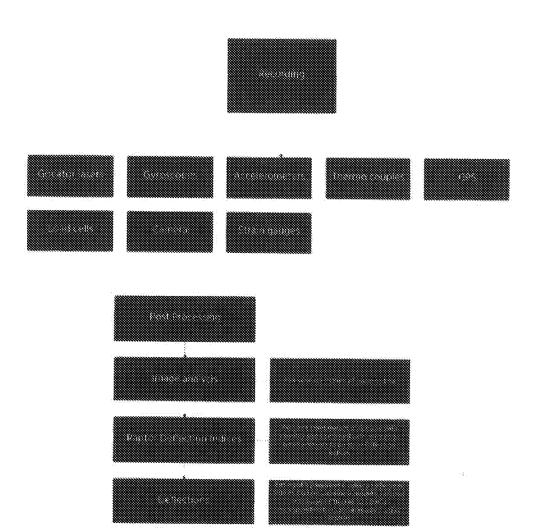
Own development

Data modelling software

Own development

Data analysis software (interpretation of deflections):

Dynatest ELMOD has been used. Dynatest ELMOD is not part of the transaction, but any pavement analysis software can be used.



ARJZ

PATENT REEL: 058244 FRAME: 0406

RECORDED: 11/30/2021