

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7048106

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | JOHNSON ELECTRIC INTERNATIONAL AG | 11/19/2021 |
| RECEIVING PARTY DATA | | |
| Name: | JOHNSON MEDTECH LLC | |
| Street Address: | 801 SCHOLZ DRIVE | |
| City: | VANDALIA | |
| State/Country: | OHIO | |
| Postal Code: | 45377 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Application Number: | 16274215 |
| CORRESPONDENCE DATA | | |
| Fax Number: | (416)981-3366 | |
| <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: | 4163632775 | |
| Email: | info@millmanip.com | |
| Correspondent Name: | MILLMAN IP INC. | |
| Address Line 1: | 401 BAY STREET | |
| Address Line 2: | SUITE 2108, BOX 60 | |
| Address Line 4: | TORONTO, ONTARIO, CANADA M5H 2Y4 | |
| ATTORNEY DOCKET NUMBER: | JEL-020 | |
| NAME OF SUBMITTER: | SUSAN SIHOTA | |
| SIGNATURE: | /Susan Sihota/ | |
| DATE SIGNED: | 11/30/2021 | |
| Total Attachments: 3 | | |
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PATENT ASSIGNMENT

This Patent Assignment (this “**Agreement**”) is made as of this 19 November, 2021 (the “**Effective Date**”), by and between:

Johnson Electric International AG, a corporation organized and existing under and by virtue of the laws of **Switzerland**, with an address at Freiburgstrasse 33, 3280 Murten, Switzerland (“**Assignor**”), and

Johnson Medtech LLC, a corporation organized and existing under and by virtue of the laws of the **United States**, having an office at 801 Scholz Drive, Vandalia, OH 45377, USA (“**Assignee**”);

Each hereinafter referred to collectively as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, Assignor has agreed to irrevocably transfer and assign to Assignee all of its rights, title and interest, in and to **U.S. Patent Application No. 16/274,215** (the “**Patent**”).

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the Patent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. ASSIGNMENT

Assignor hereby irrevocably assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee all of its rights, title and interest of every kind and character in and to:

- (a) the Patent to the full extent of its ownership or interest therein, including, without limitation, all domestic patent applications and registrations therefore in the United States of America (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, re-examinations, substitutions, reissues, extensions and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing, and all pending and abandoned patent applications to which the Patent claims priority);
- (b) all patents that are related to the Patent through terminal disclaimer,
- (c) all goodwill associated therewith;
- (d) all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing and to retain any damages and profits due or accrued); and
- (e) any and all other rights and interests arising out of, or in connection with, or in relation to the Patent and upon Assignee’s reasonable request, Assignor will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in, and to, the Patent.

2. PAYMENT

In consideration of the assignment of rights granted pursuant to Clause 1, Assignee will pay to Assignor one (1) U.S. Dollar (USD \$1), the receipt and full satisfaction of which is hereby acknowledged by the Parties.

3. AUTHORITY

Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the performance of such obligations will not conflict with, or result in, a breach of any agreement to which such Party is a party or is otherwise bound.

4. TITLE

Assignor represents and warrants that Assignor is the lawful owner of all right, title and interest in and to the Patent, and has the unrestricted right to grant the rights granted under Clause 1 of this Agreement free and clear of any title defects, encumbrances, liens, security interests, mortgages, registrations, licenses, immunities or claims of any nature (including, without limitation, covenants not to sue, government grants, identifications to standard committees, or any other restriction on the rights relating to the Patent) whether threatened, pending or otherwise held or claimed by anyone.

5. VALIDITY & ENFORCEABILITY

Assignor represents and warrants to Assignee that, at the Effective Date of this Agreement, the Patent has not been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding.

6. GENERAL

6.1 Governing Law: This Agreement shall be construed in accordance with, and governed by the laws of Switzerland, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of Switzerland to the rights and duties of the Parties.

6.2 No Waiver: No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise of any such right or remedy, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise of such right or remedy limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

6.3 Severability: If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

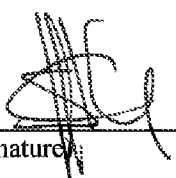
6.4 Entire Agreement: This Agreement serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior

or contemporaneous agreements, negotiations or understandings (whether oral or written) relating to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Assignor:

Johnson Electric International AG


(Signature)

Name: Stefan Krebs

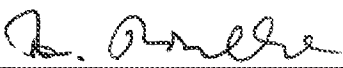
Title: Regional VP APG Europe

Date: 19 Nov 2021

Address: Freiburgstrasse 33, 3280, Murten,
Switzerland

Assignee:

Johnson Medtech LLC

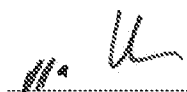

(Signature)

Name: Thomas Gerd Roschke

Title: Board of Manager

Date: 19 Nov 2021

Address: 801 Scholz Drive, Vandalia, OH 45377,
USA


(Signature)

Name: Kevin Bisset

Title: Finance Director Europe

Date: 19-11-2021

Address: Freiburgstrasse 33, 3280, Murten,
Switzerland