

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7117150

|                                                                                                                                                                                                 |                                         |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT                          |                       |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | ASSIGNMENT                              |                       |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                                         |                       |
|                                                                                                                                                                                                 | <b>Name</b>                             | <b>Execution Date</b> |
|                                                                                                                                                                                                 | IDEYA LABS, LLC                         | 01/07/2022            |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                         |                       |
| <b>Name:</b>                                                                                                                                                                                    | BLENDTEC, INC.                          |                       |
| <b>Street Address:</b>                                                                                                                                                                          | 1206 SOUTH 1680 WEST                    |                       |
| <b>City:</b>                                                                                                                                                                                    | OREM                                    |                       |
| <b>State/Country:</b>                                                                                                                                                                           | UTAH                                    |                       |
| <b>Postal Code:</b>                                                                                                                                                                             | 84058                                   |                       |
| <b>PROPERTY NUMBERS Total: 5</b>                                                                                                                                                                |                                         |                       |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                           |                       |
| <b>Application Number:</b>                                                                                                                                                                      | 16405609                                |                       |
| <b>Patent Number:</b>                                                                                                                                                                           | 10470612                                |                       |
| <b>Patent Number:</b>                                                                                                                                                                           | 10736465                                |                       |
| <b>Application Number:</b>                                                                                                                                                                      | 17560784                                |                       |
| <b>Application Number:</b>                                                                                                                                                                      | 63155536                                |                       |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                         |                       |
| <b>Fax Number:</b>                                                                                                                                                                              | (801)933-7373                           |                       |
| <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> |                                         |                       |
| <b>Phone:</b>                                                                                                                                                                                   | 801-933-4077                            |                       |
| <b>Email:</b>                                                                                                                                                                                   | ip.docket.slc@dorsey.com                |                       |
| <b>Correspondent Name:</b>                                                                                                                                                                      | L. GRANT FOSTER, DORSEY & WHITNEY - SLC |                       |
| <b>Address Line 1:</b>                                                                                                                                                                          | 111 SOUTH MAIN STREET, SUITE 2100       |                       |
| <b>Address Line 4:</b>                                                                                                                                                                          | SALT LAKE CITY, UTAH 84111-2176         |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>                                                                                                                                                                  | 506286                                  |                       |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | L. GRANT FOSTER                         |                       |
| <b>SIGNATURE:</b>                                                                                                                                                                               | /L. Grant Foster/                       |                       |
| <b>DATE SIGNED:</b>                                                                                                                                                                             | 01/12/2022                              |                       |
| <b>Total Attachments: 6</b>                                                                                                                                                                     |                                         |                       |
| source=IDEYALABSASSIGNMENT#page1.tif                                                                                                                                                            |                                         |                       |

source=IDEYALABSASSIGNMENT#page2.tif  
source=IDEYALABSASSIGNMENT#page3.tif  
source=IDEYALABSASSIGNMENT#page4.tif  
source=IDEYALABSASSIGNMENT#page5.tif  
source=IDEYALABSASSIGNMENT#page6.tif

## ASSIGNMENT OF PATENTS AGREEMENT

THIS ASSIGNMENT OF PATENTS AGREEMENT (the "Agreement") is made and entered into by IDEYA LABS, LLC, a Utah limited liability company ("Ideya Labs") and Blendtec, Inc., a Utah corporation ("Blendtec"). Ideya Labs and Blendtec are individually referred to herein as a "Party" and collectively as the "Parties."

### **1. RECITALS**

1.1 Ideya Labs is the owner of record of the U.S. Patents and U.S. Patent Application listed on the attached Exhibit A, as well as all corresponding foreign patent rights, if any, held by Ideya Labs (the "Patents").

1.2 Blendtec alleges and believes that the inventions underlying the Patents were developed using Blendtec resources and that the Patents rightfully belong to it.

1.3 The Parties want to avoid the substantial burden, expense, inconvenience, distraction, and interference with ongoing business operations of potentially litigating ownership of the Patents.

1.4 The Parties have agreed that Ideya Labs will transfer the Patents to Blendtec in consideration of the Parties entering into that certain Settlement Agreement and Release dated as of the date hereof.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **2. ASSIGNMENT OF PATENTS.**

2.1 Ideya Labs hereby irrevocably sells, assigns, transfers, conveys, and delivers to Blendtec, and Blendtec hereby accepts, all of Ideya Lab's right, title, and interest in and

to the Patents, as well as all corresponding foreign patent rights, if any, held by Ideya Labs, and any other rights stemming from such U.S. and foreign patent rights. Ideya Labs also assigns to Blendtec all rights, if any, to pursue past infringement of such patent rights along with the right to recover damages for past infringement.

2.2 Ideya Labs hereby authorizes and requests any concerned agency, office, or entity to record Blendtec as the assignee of Ideya's entire right, title, and interest in such patent rights

2.3 Blendtec will assume liability for payment of expenses associated with the Patents going forward.

### 3. AUTHORIZATION

3.1 Each Party represents and warrants that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, or material agreements to which it is a party.

3.2 Each Party represents and warrants that this Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of such Party, enforceable in accordance with its terms.

### 4. MISCELLANEOUS TERMS

4.1 **Voluntary Agreement.** The Parties agree that the terms of this Agreement were negotiated at arm's length and in good faith by the Parties and reflect an agreement that was reached voluntarily after consultation with experienced legal counsel.

4.2 **Authority to Execute.** Each person executing this Agreement on behalf of any party hereto warrants that such person has the authority to do so.

**4.3 Execution of Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Executed counterparts shall be deemed valid if delivered by mail, courier, electronically, or by facsimile.

**4.4 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the settling Parties, their respective agents, attorneys, insurers, employees, representatives, officers, directors, partners, divisions, subsidiaries, affiliates, associates, assigns, heirs, successors in interest and shareholders and any trustee or other officer appointed in the event of a bankruptcy.

**4.5 Entire Agreement.** This Agreement and any exhibits attached to it constitute the entire agreement between the Parties hereto and supersede any prior agreements or understandings whether oral, written, express, or implied between the Parties with respect to the subject matter hereof. The Parties acknowledge they have not relied upon any warranties or representations or promises except as expressly set forth in this Agreement. The Parties agree no promises or inducements have been made which caused any party to execute this Agreement other than those which are expressly set forth herein.

**4.6 Amendments.** No amendment, change, or modification of this Agreement or any part thereof shall be valid unless in writing and signed by all Parties.

**4.7 Advice of Counsel.** The Parties to this Agreement each represent to the other that they have received or have had the opportunity to receive independent legal advice from attorneys of their own choosing with respect to the advisability of executing this Agreement, that they have read this Agreement in its entirety and fully understand its contents, and that each is executing this Agreement as a free and voluntary act.

**4.8 Headings.** The titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Agreement or the intent of any of its provisions. This Agreement shall be construed without regard to its drafter and shall be construed as though the Parties participated equally in the drafting of this Agreement.

**4.9 Reasonable Cooperation.** Ideya Labs and Blendtec agree to cooperate fully and to take all additional action that may be necessary or appropriate to give full force and effect to the basic terms of this Agreement.

**4.10 Choice of Law.** This Agreement shall be interpreted pursuant to the laws of Utah, without consideration of any conflict of law rules.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment of Patents Agreement.

Date: January 7, 2022

IDEYA LABS, LLC

Decussed by:  
By: Kathryn T. Dickson  
Name: Kathryn T. Dickson  
Title: Manager of Grayson Holdings, LLC, the  
General Partner of K-Tec Holdings, LTD, the  
Manager of Ideya Labs, LLC

Date: Jan 11, 2022

BLENDTEC, INC.

By: Keith Titus  
By: Keith Titus (Jan 11, 2022 10:33 MET)

Name: Keith Titus

Position: Chief Executive Officer

## EXHIBIT A

| <u>Patent/Patent Application</u>               | <u>Title</u>                                        |
|------------------------------------------------|-----------------------------------------------------|
| U.S. Patent App. No.<br>16/405,609             | Blending Apparatus and Methods                      |
| U.S. Patent No. 10,470,612                     | Disposable Container Blending Apparatus and Methods |
| U.S. Patent No. 10,736,465                     | Blending Apparatus and Methods                      |
| U.S. Patent App. No.<br>17/560,784             | Blending Apparatus and Methods                      |
| U.S. Provisional Patent App.<br>No. 63/155,536 | Blender Control System                              |

4847-7232-8904, v. 8

18031613\_v1