

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7158748

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UMIT KOSA	01/27/2022
KEREM ERHAN	01/27/2022
RECEIVING PARTY DATA	
Name:	ORBITAL SHAKE SOGUTMA TEKNOLOJILERI ANONIM SIRKETI
Street Address:	CINAR MAH. YUKARI TAHSIN BEY SK. NO: 18 A MALTEPE
City:	ISTANBUL
State/Country:	TURKEY
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10119774
CORRESPONDENCE DATA	
Fax Number:	
<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:	7024625973
Email:	tr@bayramoglu-legal.com
Correspondent Name:	GOKALP BAYRAMOGLU
Address Line 1:	1540 WEST WARM SPRINGS RD., SUITE 100
Address Line 4:	HENDERSON, NEVADA 89014
ATTORNEY DOCKET NUMBER:	GBUY075
NAME OF SUBMITTER:	GOKALP BAYRAMOGLU
SIGNATURE:	/GOKALP BAYRAMOGLU/
DATE SIGNED:	02/04/2022
Total Attachments: 4	
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source=GBUY075-assignment-signed#page4.tif	

PATENT ASSIGNMENT AGREEMENT

This agreement (the "Agreement") is by and between current applicants: Umit KOSA and Kerem ERHAN ("Assignors") and ORBITAL SHAKE SOGUTMA TEKNOLOJILERI ANONIM SIRKETI ("Assignee") and is effective as January 19, 2022 (the "Effective Date").

WHEREAS, Assignor is the registered owner of certain Patents identified in Exhibit A (the "Patents") that is/are registered at the United States Patent and Trademark Office, Application and Patent number(s) also identified in Exhibit A.

WHEREAS, Assignor desires to transfer all of Assignor's rights, title, and interest in and to the Patents to Assignee;

For the term of the Patents and as long as the Assignment remains in effect, Assignor further agrees that it will not challenge, participate in any challenge to, or aid any Third Party in challenging the validity or enforceability of any of the Patents or any future patents that may issue from the Patents in any forum, including but not limited to U.S. Federal District Courts or the United State Patent and Trademark Office's (USPTO's) Patent Trial and Appeal Board (PTAB), except as required by subpoena, by law, or by any governmental or regulatory authority. In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

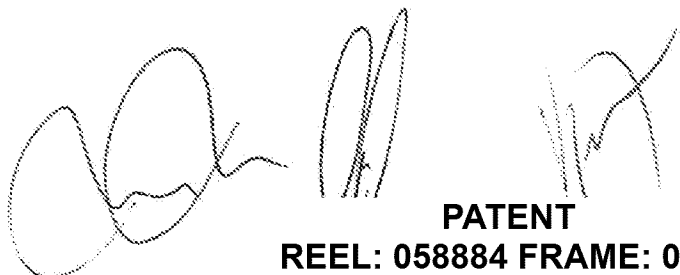
1. Patent Assignment. Assignor irrevocably assigns, grants and transfers to Assignee, all of Assignor's right, title, and interest in and to the Patent, including all common law rights, and any Patent registrations and applications, and the right to sue third parties for and recover damages from future infringement of the Patents, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made (the "Assignment").

2. Further Assurances. Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Patents, and shall not enter into any agreement in conflict with this Assignment.

3. Execution and Delivery. Upon Assignee's request, Assignor agrees that it will take such actions and execute such documents (including, without limitation, the prompt execution and delivery of documents in recordable form or testifying as to any material fact or thing) as may be necessary to vest in and secure unto Assignee the full right, title and interest in and to the Patents and to protect and enforce the Patent.

4. Representations and Warranties. Assignor represents and warrants that Assignor has the full right to convey the entire right, title and interest herein assigned, and that Assignor will not take any action, use the patent, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein.

5. Warranty Disclaimer. ASSIGNOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO ANY PERSON OR ENTITY WITH RESPECT TO THE PATENTS OR ANY RELATED MATERIALS PROVIDED HEREUNDER, ALL OF WHICH ARE PROVIDED "AS IS," AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.



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6. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, ANY LOSS OF PROFITS, LOSS OF USE, OR BUSINESS INTERRUPTION ARISING FROM OR RELATED TO THE ENFORCEMENT OR PRACTICE OF THE PATENT AND CLAIMED INVENTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Miscellaneous.

- a) *Independent Contractors.* The parties hereto are independent contractors and are not partners, joint venturers or otherwise affiliated, and neither party has any right or authority to bind the other in any way.
- b) *Notices.* All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, delivered by a major commercial rapid delivery courier service with tracking capabilities, costs prepaid, or mailed by certified or registered mail, return receipt requested, postage prepaid, to a party at the address set forth below or such other address as a party last provided to the other by written notice:

If to Assignor:

1. Umit KOSA

Soyak Optimus Sitesi A3 Blok D:36 Yali Mh. Izmir/Turkiye

2. Kerem ERHAN

1487 Sokak NO:15/10 Alsancak Izmir Konak Turkiye

If to Assignee:

ORBITAL SHAKE SOGUTMA TEKNOLOJILERI ANONIM SIRKETI

Cinar mah. Yukari Tahsin Bey Sk. No: 18 A Maltepe/Istanbul

- c) *Modification and Waiver.* The failure of either party to enforce its rights or to require performance by the other party of any term or condition of this Agreement shall not be construed as a waiver of such rights or of its right to require future performance of that term or condition. Any amendment or modification of this Agreement or any waiver of any breach of any term or condition of this Agreement must be in a writing signed by both parties in order to be effective and shall not be construed as a waiver of any continuing or succeeding breach of such term or condition, a waiver of the term or condition itself or a waiver of any right under this Agreement.
- d) *Governing Law.* This Agreement shall be governed and interpreted under the laws of the State of California without regard to the conflicts of law provisions thereof.
- e) *Headings.* Headings and captions are for convenience of reference only and shall not be deemed to interpret, supersede or modify any provisions of this Agreement.
- f) *Severability.* In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.



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- g) *Entire Agreement.* Upon execution by both parties, this Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all discussions, negotiations, agreements and past dealings, either oral or written, between or among the parties relating to the subject matter hereof.
- h) *Non-Exclusive Remedies.* The rights and remedies of a party set forth herein are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.

Each party represents and warrants that it has full right, power and authority to enter into this Agreement and perform all of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their authorized representatives.

ASSIGNOR

Individual Name: **Umit KÖSA**

Signature: 

Dated: 27.01.2022

Individual Name: **Kerem ERHAN**

Signature: 

Dated: 27.01.2022

ASSIGNEE

Signature: ORBITAL SHAKE SOĞUTMA TEKNOLOJİLERİ ANONİM ŞİRKETİ

Name: **Ömer Ben**

Title: **CEO & Partner**

Dated: 27-01-2022

Name: **Umit KÖSA**

Title: **CTO - Co-Founder**

Dated: 27.01.2022

ORBITAL SHAKE SOĞUTMA
TEKNOLOJİLERİ ANONİM ŞİRKETİ
Cemal Muhtar Bulvarı Tahir Bey Sk. No:18 A
Maltepe / İSTANBUL / TÜRKİYE
Kod: 34080 / Tic. Sic. No: 319466
Mersis No: 0802003150001000001

Exhibit A

TITLE OF PATENT	Application No.	Filing Date	Patent. No.	Jurisdiction of Filing	Issue Date
Instantaneous cooler/freezer using orbital shake method	15/710,810	09-20- 2017	10,119,774	United States of America	11-06-2018