

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7183835

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
ALLTEC ANGEWANDTE LASERLICHT TECHNOLOGIE GMBH		11/03/2021
RECEIVING PARTY DATA		
Name:	IXLA ENGINEERING S.R.L.	
Street Address:	VIA PONTE CHIUSELLA, N. 28	
City:	10090 ROMANO CANAVESE (TO)	
State/Country:	ITALY	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	8477172	
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>		
Email:	ph@cabinet-hirsch.com	
Correspondent Name:	HIRSCH & ASSOCIES	
Address Line 1:	154 BOULEVARD HAUSSMANN	
Address Line 4:	75008 PARIS, FRANCE	
ATTORNEY DOCKET NUMBER:	6400CS US PGAS -PH	
NAME OF SUBMITTER:	MARC ROGER HIRSCH	
SIGNATURE:	/MARC ROGER HIRSCH/	
DATE SIGNED:	02/18/2022	
Total Attachments: 8		
source=6400CS PGA Assignment Agreement#page1.tif		
source=6400CS PGA Assignment Agreement#page2.tif		
source=6400CS PGA Assignment Agreement#page3.tif		
source=6400CS PGA Assignment Agreement#page4.tif		
source=6400CS PGA Assignment Agreement#page5.tif		
source=6400CS PGA Assignment Agreement#page6.tif		
source=6400CS PGA Assignment Agreement#page7.tif		
source=6400CS PGA Assignment Agreement#page8.tif		

RELEASE AND PATENT ASSIGNMENT AGREEMENT

Between

ALLTEC ANGEWANDTE LASERLICHT TECHNOLOGIE GMBH ("Alltec") VAT Code DE135074115, with registered office in An der Trave 27-31 D-23923, Selmsdorf, Germany, represented by its legal representative, Mr. Sebastian Blösch

and

IXLA S.r.l. ("IXLA"), VAT Code 02075540035, with registered office in 10090 – Romano Canavese (TO), Italy, Via Ponte Chiusella, n. 28, represented by its legal representative, Mr. Ettore Ghirlanda

and

IXLA ENGINEERING S.R.L. ("IXLA ENGINEERING"), VAT Code 12401500017, with registered office in 10090 – Romano Canavese (TO), Italy, Via Ponte Chiusella, n. 28, represented by its legal representative, Mr. Ettore Ghirlanda
hereinafter jointly the "**Parties**"

WHEREAS

- a) Alltec is the owner of the following industrial property rights, which are better specified in Exhibit A attached hereto (hereinafter the "**Patents**"):
 - (i) European patent no. EP 2 050 574 B1, application filed on September 27, 2007 and published on September 02, 2009;
 - (ii) US Patent no. US8477172B2, application filed on July 23, 2008 and published on July 2, 2013;
 - (iii) Brazilian patent no. BRPI0815581A2, application filed on July 23, 2008 and published on February 18, 2015;
 - (iv) Canadian patent no. CA2694870A1, application filed on July 23, 2008 and published on April 9, 2009.
- b) On 04.04.2011, the **Parties** entered into a license agreement, subsequently renewed on 25.06.2015 ("**License Agreement**"), relating to the **Patents**.
- c) **IXLA** manufactured and commercialized machines that applied the technology referred to in the **Patents**.

- d) **IXLA ENGINEERING** is an innovative startup founded in December 2020, 100% owned by IXLA, which focuses on research and development; the company will hold the industrial property relatable to the activities carried out by IXLA.

- k) The Parties have entered into negotiations aimed at settling any pending issue, at the outcome of which, for the sole purpose of settling the dispute, Alltec intends

- (ii) to waive royalties relating to the years 2019 and 2020, as well as any further sum that may be due under the License Agreement and (iii) to assign and sale, according to the terms and conditions of this Agreement, for the additional consideration indicated in art. 5 below, the ownership of the Patents to IXLA's subsidiary, **IXLA ENGINEERING**, which accepts, in order to acquire, exclusively, and exercise all, none excluded, the property rights



inherent to them, recognized and protected by the laws and conventions where the **Patents** are issued.

- l) It is the desire and intention of the **Parties** to avoid the risks and expenses of further litigation, to avoid disputes between themselves and to settle the rights, claims and demand between them, upon the terms and conditions set forth in this Release and Patent Assignment Agreement.

IN THE LIGHT OF THE FOREGOING THE PARTIES NOW AGREE AS FOLLOWS

Art. 1 – Premises

- 1.1 The premises and the Exhibits form an integral part of this agreement ("**Agreement**").

Art. 2 – License Agreement

- 2.1 Following the signing of this contract, the **License Agreement** is understood to be terminated by mutual consent and, as a result, the **IXLA** and **Alltec** declare that they have no other claims or obligations on each other in relation to the same.
- 2.2 **Alltec** declares to renounce to any possible amount due by virtue of the **License Agreement**, therein expressly including the royalties for the years 2019 and 2020, also undertaking to annul and cancel the invoice n. 10390187, dated 09.11.2020, for royalties.

Art. 3 – Legal expenses as per the Decision

- 3.1 **Alltec** declares (i) to accept, for settlement purposes only,
to settle any amount due as legal expenses under the **Decision**, expressly waiving any further sum, and (ii) not to have applied the enforcement clause to the **Decision**, undertaking not to apply it and not to propose execution or alternatively to deliver the original title to **IXLA**.
- 3.2 **Alltec**, once it has received such sum, subject to the conditions set forth in article 5.1 (i) below, shall have no other claim against **IXLA** under the terms of the **Decision**.

Art. 4 – Assignment and Sale of the Patents

- 4.1 In accordance with the terms and conditions of this **Agreement**, **Alltec** as exclusive owner of the **Patents** and of the rights arising from them, sells and assigns to **IXLA ENGINEERING**, that accepts, irrevocably and finally, the ownership of the **Patents** and all the rights, excluding the moral right, arising from them, at the amount set forth in Article 5.1 (ii) below.
- 4.2 The **Parties** agree that the moral rights will remain with the inventors.

Art. 5 – Considerations

5.1 **IXLA and IXLA ENGINEERING** undertake to pay **Alltec** the all-inclusive sum
according to the charges indicated in article 5.2 below, by means of a bank wire
transfer to the following bank account:

5.2 Such all-inclusive sum shall be charged as follows:

- (i) shall be paid by **IXLA** as the settlement of the amount due by way of legal fees, as indicated in article 3 above, within 10 days from the signing of this contract;
- (ii) shall be paid by **IXLA ENGINEERING** for the assignment of the **Patents** and the rights thereto, as indicated in article 4 above, within 10 days from the signing of this contract;

5.3 Once the payments mentioned in the previous art. 5.2 have been received, **Alltec** will issue the corresponding invoices.

5.4 The **Parties** agree and declare that the consideration referred to in article 5.1 (ii) must be considered reasonable, fixed, unchangeable and definitive for the sale of the **Patents**.

Art. 6 – Guarantees and obligations

6.1 **Alltec** represents and warrants:

- to be fully able to enter into this **Agreement**;
- to have the full and exclusive ownership of all the **Patents**;
- to have not previously entered into any **Agreement** and/or taken any commitment to third party non-compliant with the rights under this **Agreement** and/or its provisions;
- to have not entered into any agreement for the licensing of the **Patents** other than the **License Agreement**;
- that the **Patents** are not burdened by any real or personal lien in favor of third parties and are in order with the payment of annual fees;

- to carry out any formalities, at IXLA and/or IXLA Engineering's expense which may be reasonably necessary in order to make the assignment referred to in article 4 above effective;
- to duly sign all the transfer declaration in Exhibit B attached thereto and any other declaration should be useful to formalize the transcription of the ownership of the **Patents** at the competent national IP offices.

6.2 ALLTEC DISCLAIMS ANY AND ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALLTEC DOES NOT REPRESENT OR WARRANT THE VALIDITY OR ENFORCEABILITY OF THE PATENTS; OR THAT THE PRACTICE OF THE TECHNOLOGY DISCLOSED IN THE PATENTS WILL NOT BE LIMITED BY THE RIGHTS OF THIRD PARTIES. ALLTEC WILL NOT HAVE ANY LIABILITIES OR RESPONSIBILITIES WHATSOEVER WITH RESPECT TO IXLA'S OR IXLA ENGINEERING'S USE OF THE PATENTS.

6.3 IXLA and IXLA Engineering expressly acknowledge that the **Patents** are provided "AS-IS". IXLA and/or IXLA Engineering assume all responsibility as to the manufacture, use, marketing, distributing and sale of its products and services and any technology incorporated therein and for any losses, liabilities, claims and/or causes of action (including defense costs and attorney's fees) however caused, related to or arising out of or from the manufacture, use, marketing, distributing or sale of its products and services, and/or related to or arising out of or from IXLA and/or IXLA Engineering's breach of any representation, warranty, covenant or agreement by IXLA and/or IXLA Engineering contained in this Agreement. IXLA and/or IXLA Engineering further indemnifies and holds harmless Alltec and its Affiliates and any of Alltec and/or its Affiliates, agents, officers, directors, and employees from and against any liability, claim, administrative action, cause of action, suit, damages, and expenses (including reasonable attorney fees and costs) including any damages for personal injuries, including death and property damage and any other costs of whatsoever nature incurred by Alltec and/or its Affiliates related to or arising out of or from the manufacture, use, marketing, distributing and/or sale of products by IXLA and/or IXLA Engineering and/or related to or arising out of or from IXLA and/or IXLA Engineering's breach of any representation,

warranty, covenant or agreement by IXL A and/or IXL A Engineering contained in this Agreement. For the purposes of this Agreement, "Affiliate" means any corporation, association or other entity that directly or indirectly controls, is controlled by, or is under common control with the party in question; through stock ownership, or other equity interest, direct or indirect. As used in the preceding sentence, "control", "controlled" and "control" mean with respect to a subject entity, direct or indirect beneficial ownership of more than fifty percent (50%) of the voting or equity interest in the entity.

- 6.4 Despite anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any party other than the Parties or their respective permitted successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Art. 7 - Mutual release

- 7.1 The Parties acknowledge and agree that this Agreement covers all of the Parties' past, present and future claims that were raised or could have been raised between them, including claims for damages and reimbursement of any costs against each other, and finally settles any dispute between them concerning the subject matter of the Patents, the License Agreement and the Decision.
- 7.1.1 IXL A and IXL A Engineering (on behalf of itself and its officers, directors, employees, shareholders, agents, representatives, predecessors, successors, assigns, parents, subsidiaries, and affiliated and related entities) hereby knowingly and voluntarily releases, remises, acquits, and fully and forever discharges ALLTEC (including its officers, directors, employees, shareholders, agents, representatives, predecessors, successors, assigns, parents, subsidiaries, and affiliated and related entities) from, and covenants not to sue for, any and all actions, claims, demands, causes of action, suits at law or in equity, rights, remedies, verdicts, judgments, liens, damage claims (including direct, indirect, special, secondary, incidental, consequential, punitive, compensatory, and costs and attorneys' fees) and/or any other liabilities of any kind whatsoever, known or unknown, alleged or unalleged, actual or potential, existing or arising in the future, which IXL A and IXL A Engineering may have ever had, may now have, or at any time hereafter may have against ALLTEC arising out of or relating to the Patents, the License Agreement, the Decision and the Muhlbauer Dispute

(including any further disputes in any jurisdiction between Muhlbauer and/or its **Affiliates** and **IXLA**, **IXLA Engineering** and any of their **Affiliates**.

7.1.2 **ALLTEC** (on behalf of itself and its officers, directors, employees, shareholders, agents, representatives, predecessors, successors, assigns, parents, subsidiaries, and affiliated and related entities) hereby knowingly and voluntarily releases, remises, acquits, and fully and forever discharges **IXLA** (including its officers, directors, employees, shareholders, agents, representatives, predecessors, successors, assigns, parents, subsidiaries, and affiliated and related entities) from, and covenants not to sue for, any and all actions, claims, demands, causes of action, suits at law or in equity, rights, remedies, verdicts, judgments, liens, damage claims (including direct, indirect, special, secondary, incidental, consequential, punitive, compensatory, and costs and attorneys' fees) and/or any other liabilities of any kind whatsoever, known or unknown, alleged or unalleged, actual or potential, existing or arising in the future, which **ALLTEC** may have ever had, may now have, or at any time hereafter may have against **IXLA** arising out of or relating to the **Patents**, the **License Agreement**, the **Decision** and the **Muhlbauer Dispute**. It is expressly understood that **IXLA** and its affiliates will not directly or indirectly cause or require or join **ALLTEC** and/or any of its affiliates in any disputes related to the **Patents** and/or the technology disclosed therein, including but not limited to any disputes, suits and/or causes of action with Muhlbauer and or its customers, suppliers, vendors and **Affiliates**.

7.2 By signing and executing this **Agreement**, the **Parties** represent that they are fully and completely satisfied and that they no longer have any claim against each other for any reason, title and/or cause, even if not mentioned in this **Agreement**.

Art. 8 – Amendment of this Agreement

8.1 To be valid, any amendment to this **Agreement** must be formalized in writing and signed by all the **Parties**.

Art. 9 – Confidentiality

9.1 The terms and conditions of this **Agreement** are strictly confidential, and the **Parties** shall not make any statement or disclosure of the terms hereof to any third party, unless it is required by law or by an administrative or judicial authority.

Art. 10 – Applicable Law and Jurisdiction

10.1 This **Agreement** is governed by German law notwithstanding any conflicts of laws issues.

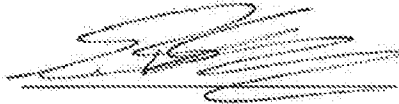
Art. 11 – General final provisions

- 11.1 This Agreement constitutes the entire Agreement between the Parties. It supersedes any prior written or oral Agreement between the Parties with regard to the object of this document.
- 11.2 The Parties agree that the costs for the registration of this agreement and the transcript of the sale of the Patents in the competent offices will be borne by **IXLA ENGINEERING**.
- 11.3 This Agreement is drawn up in 2 (two) original copies (1 copy for Alltec, 1 copy for IXLA) that the Parties, by signing it, declare to fully approve.
- 11.4 The Parties acknowledge that each and every provision contained in the Agreement has been discussed and negotiated between them on a number of occasions and that none of these provisions therefore requires specific approval.

Read, confirmed and signed in Selmendorf, on Nov 3rd, 2021.

ALLTEC ANGEWANDTE LASERLICHT TECHNOLOGIE GMBH

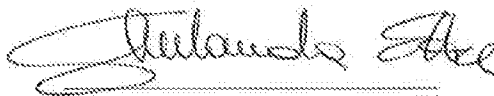
(Sebastian Blösch)



Read, confirmed and signed in Roma, Cassino on 08-11-2021

IXLA S.r.l.

(Ettore Ghirlanda)



IXLA ENGINEERING S.r.l.

(Ettore Ghirlanda)

