

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7204870

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WEST PRODUCTS LLC.	03/01/2022
RECEIVING PARTY DATA	
Name:	CEESMART, L.L.C.
Street Address:	32 AVENUE OF THE AMERICAS, 26TH FLOOR
Internal Address:	C/O DORILTON CAPITAL MANAGEMENT
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9581479
CORRESPONDENCE DATA	
Fax Number:	(216)579-0212
<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:	216-586-3939
Email:	trgoots@jonesday.com, pcyngier@jonesday.com
Correspondent Name:	THOMAS R. GOOTS/JONES DAY
Address Line 1:	901 LAKESIDE AVENUE
Address Line 4:	CLEVELAND, OHIO 44114
ATTORNEY DOCKET NUMBER:	246178-615006
NAME OF SUBMITTER:	THOMAS R. GOOTS
SIGNATURE:	/THOMAS R. GOOTS/
DATE SIGNED:	03/03/2022
Total Attachments: 4	
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source=IP Assignment Agreement (West Products to C-Smart) 4880-8886-3506 v.1_fully executed (4865-9643-4450.1) (002)#page2.tif	
source=IP Assignment Agreement (West Products to C-Smart) 4880-8886-3506 v.1_fully executed (4865-9643-4450.1) (002)#page3.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of March 1, 2022 (this “**IP Assignment**”) by and between CEESmaRT, L.L.C., a Delaware limited liability company (the “**Assignee**”), and West Products LLC., a Delaware limited liability company (the “**Assignor**”).

RECITALS

WHEREAS, Assignee is a wholly owned subsidiary of Assignor;

WHEREAS, the parties hereto desire that Assignor transfer to Assignee all of its right, title and interest of Assignor in and to the patents, patent applications and common law rights (together with all goodwill associated therewith and symbolized thereby in each case) set forth on Attachment A attached hereto (the “Assigned IP”);

Assignee wishes to acquire all of Assignor’s right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Transfer of Assigned IP. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept: (a) all of Assignor’s right, title and interest in and to the Assigned IP; (b) all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, to the extent such licenses, rights or permissions are (i) granted in respect of any of the Assigned IP and (ii) sublicensable or assignable; (c) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to the Assignor with respect to any of the foregoing; (d) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP; and (e) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of Assignor accruing under any of the foregoing.

2. Recordation and Further Assurances. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Assignee. Assignor covenants and agrees that, at any time and from time to time upon the reasonable request of Assignee and at Assignee’s sole cost and expense, Assignor shall provide any further necessary documentation and do all further acts reasonably necessary to effect, evidence and perfect title in and to the Assigned IP to Assignee, its successors and assigns.

3. Entire Agreement. This IP Assignment reflects the entire understanding of the parties relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignor to Assignee, and supersede all prior agreements, understandings or letters of intent between or among the parties regarding the subject matter of this IP Assignment.

4. Governing Law. This Agreement and all claims arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by the laws of the State of Delaware, without regard to the conflicts of law principles that would result in the application of any law other than the law of the State of Delaware.

5. Submission to Jurisdiction. The parties hereto hereby submit to the jurisdiction of the Delaware Court of Chancery or, if such jurisdiction is unavailable, the courts of the United States located in the State of Delaware or, if such jurisdiction is unavailable, the Delaware Superior Court, in each case, in respect of the interpretation and enforcement of the provisions of this Agreement and hereby waive, and agree not to assert, any defense in any action, suit or proceeding for the interpretation or enforcement of this Agreement, that they are not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in such courts or that this Agreement may not be enforced in or by such courts or that their property is exempt or immune from execution, that the suit, action or proceeding is brought in an inconvenient forum, or that the venue of the suit, action or proceeding is improper. Service of process with respect thereto may be made upon the Buyer and the Sellers by mailing a copy thereof by registered or certified mail, postage prepaid, to such Party at its address as provided in Section 6.03 hereof.

6. Waiver of Jury Trial. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Agreement.

ASSIGNOR:

WEST PRODUCTS LLC

By: 
Name: Lisa Bowers
Title: Chief Financial Officer

ASSIGNEE:

CEESMART, L.L.C.

By: 
Name: Lisa Bowers
Title: Chief Financial Officer,
Treasurer & Secretary

{IP Assignment Agreement (West Products to C-Smart)}

PATENT
REEL: 059157 FRAME: 0131

Attachment A

1. Patents

Name	Description
Application: 14058815 Patent Number: 9581479	Automated Meter Station Monitoring System