

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT7291307

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LUDELA, PBC	10/18/2019
RECEIVING PARTY DATA		
Name:	LUDELA TECHNOLOGIES INC.	
Street Address:	621 LUNAR AVENUE	
City:	BREA	
State/Country:	CALIFORNIA	
Postal Code:	92821	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17068516
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:	mbright@perkinscoie.com	
Correspondent Name:	BABAK TEHRANCHI	
Address Line 1:	PERKINS COIE LLP	
Address Line 2:	PO BOX 1247	
Address Line 4:	SEATTLE, WASHINGTON 98111-1247	
ATTORNEY DOCKET NUMBER:	141141-8400.US06	
NAME OF SUBMITTER:	MEGHAN BRIGHT	
SIGNATURE:	/Meghan Bright/	
DATE SIGNED:	04/21/2022	
Total Attachments: 5		
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 4/22/20
LUDELA, PBC

PATENT ASSIGNMENT

LUDELA, PBC

This PATENT ASSIGNMENT (this "Assignment") dated as of October 18, 2019 (the "Effective Date"), is entered into by and between ~~LUDELA, PBC~~, a Delaware public benefit corporation ("Assignor"), and LUDELA TECHNOLOGIES INC., a Delaware corporation ("Assignee"), with reference to that certain Asset Purchase Agreement, dated as of October 1, 2019 (the "Purchase Agreement"), by and among Assignor and Assignee and certain other parties thereto.

WHEREAS, the parties wish to execute this recordable instrument, assigning all of the Assignor's right, title and interest in and to the Assigned Patents (as defined below) to Assignee in connection with the Purchase Agreement,

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

1. Assignment. Assignor hereby assigns, conveys and transfers to Assignee, and Assignee hereby acknowledges receipt of, Assignor's entire right, title, and interest in and to all of the patents and patent applications set forth on Schedule A attached hereto, together with all patent applications, divisionals, continuations and continuations-in-part that claim priority to, or common priority with, the foregoing; all patents issuing therefrom (including utility models, design patents and certificates of invention), together with all reissues, reexaminations, renewals, extensions or additions thereof and thereto; and all foreign counterparts with or to any of the foregoing (collectively, the "Assigned Patents"). Pursuant to the foregoing assignment, each of the Assigned Patents shall hereafter be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by the applicable Assignor if this Assignment had not been made. The foregoing assignment includes the rights of Assignor, if any, (a) to register or apply in all countries and regions for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for the Assigned Patents; (b) to prosecute, maintain and defend the Assigned Patents before any public or private agency, office or registrar including by filing divisions, substitutes, extensions and all other applications and post issue proceedings included in the Assigned Patents; (c) to claim priority based on the filing dates of any of the Assigned Patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, and all other treaties of like purposes; and (d) to all rights in and to all causes of action, remedies and other enforcement rights relating to the Assigned Patents including the right to initiate and maintain legal proceedings in respect of any past, present or future infringements thereof and to seek and recover damages or other compensation in respect of such infringements and obtain equitable relief, including injunctive relief, in respect of such infringements, and the right to fully and entirely stand in the place of Assignor in all matters related to the Assigned Patents.

2. Authorization. Assignor also hereby expressly authorizes the respective patent office or governmental agency in each and every jurisdiction worldwide (including the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities): (a) to issue any and all patents or certificates of invention or equivalent which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the Assignor's interest therein; and (b) to record Assignee as the assignee of the Assigned Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Further Assurances. Assignor shall perform all acts that Assignee deems necessary or desirable to permit and assist Assignee in obtaining, perfecting and enforcing the full benefits, enjoyment, rights and title throughout the world in and to the Assigned Patents. If Assignee is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Assigned Patents, Assignor hereby irrevocably designates and appoints Assignee as Assignor's agent and attorney-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under such Assigned Patents, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. General Provisions. Each party agrees that governing law, venue and all legal proceedings concerning the construction, validity, enforcement and interpretation of this Assignment (whether brought against a party to this Assignment or its respective affiliates, directors, officers, stockholders, employees or agents) shall be determined in accordance with and subject to the Purchase Agreement. This Assignment is executed and delivered in connection with the Purchase Agreement, and is subject to the provisions of the Purchase Agreement. In the event of any ambiguity, conflict or inconsistency between the terms of this Assignment and Purchase Agreement, the terms of the Purchase Agreement shall govern and control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. This Assignment shall bind and inure to the benefit of the respective parties and their respective assigns, transferees and successors. This Assignment may be executed in counterparts, each of which, including those received via facsimile transmission or email (including in PDF format), shall be deemed an original, and all of which shall constitute one and the same Assignment.

[Signature Pages Follow]

Acknowledged and accepted by:

LUDELA TECHNOLOGIES INC.

By: 

Name: Xiaofeng Li

Title: Chief Executive Officer

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered as of the Effective Date.

LUDELA, PBC

By: 

Name: Jamie Bianchini

Title: Chief Executive Officer

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

Schedule A

Issued Patents

<u>Title</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issuance Date</u>
Smart Candle Platform and System	US	9,810,426	11/07/2017

Pending Patent Applications

<u>Title</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>
Smart Candle Platform and System	Canada	3,016,715	9/5/2018
Smart Candle Platform and System	USA	16/361,187	3/21/2019
Smart Candle Platform and System	WIPO	PCT/US19/23,477	3/21/2019
Smart Candle Platform and System	USA	62/855,918	6/1/2019
Smart Candle Platform and System	USA	15/799,249	10/31/2017
Smart Candle Platform and System	China	201780028166	11/7/2018
Smart Candle Platform and System	Europe	17,763,940.8	10/5/2018
Smart Candle Platform and System	WIPO	PCT/US17/21,222	3/7/2017