

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7339206

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IPALCO B.V.	05/13/2022
RECEIVING PARTY DATA	
Name:	DABICO NETHERLANDS HOLDING B.V.
Street Address:	STATIONSPLEIN 45
Internal Address:	UNIT A4.004
City:	ROTTERDAM
State/Country:	NETHERLANDS
Postal Code:	3013AK
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7322203
Patent Number:	7185685
Patent Number:	7415990
Patent Number:	10569905
Patent Number:	6923214
CORRESPONDENCE DATA	
Fax Number:	(203)549-2339
<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:	2035574224
Email:	Info@FIPLawGroup.com
Correspondent Name:	FERDINAND IP LAW GROUP
Address Line 1:	1221 POST ROAD EAST
Address Line 2:	SUITE 302
Address Line 4:	WESTPORT, CONNECTICUT 06880
NAME OF SUBMITTER:	CHRISTOPHER J. PFISTER
SIGNATURE:	/Christopher J. Pfister/
DATE SIGNED:	05/19/2022
Total Attachments: 10	

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INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is entered into on 13 May 2022,

By and between

Ipalco B.V., a corporation organized under the laws of Netherlands, having its registered office at Stationsplein 45, Unit A4.004, 3013AK Rotterdam, Netherlands, represented by Marga Springintveld, duly authorized for the purposes hereof

Hereinafter referred to as the "**Seller**",

And,

Dabico Netherlands Holding B.V., a corporation organized under the laws of the Netherlands, having its registered office at Woerden, with registered address at Stationsplein 45, Unit A4.004, 3013AK Rotterdam, Netherlands, represented by Michiel Munting, duly authorized for the purposes hereof

Hereinafter referred to as the "**Purchaser**",

Purchaser and Seller are collectively referred to herein as the "**Parties**".

WHEREAS, Seller has determined that it desires to sell and transfer the IP and related goodwill, (hereinafter the "**IP**" and/or the "**Purchased Assets**"), as described in Schedule 1 and Schedule 2 and in accordance with the instructions of this Agreement;

WHEREAS, Purchaser desires to purchase and acquire the IP from Seller in accordance with the instructions of this Agreement; and

WHEREAS, subject to the terms and conditions contained in this Agreement, Seller hereby sells and transfers and Purchaser hereby shall purchase and acquire the IP, as specified below;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

1. Purchase and Sale; Exclusions.

1.1 Subject to the terms and conditions of this Agreement, the Seller agrees to sell, convey, transfer, assign and deliver to the Purchaser, and the Purchaser shall purchase and acquire from the Seller, all the Purchased Assets, including all rights, title and interest therein (the "**Transaction**"), including without limitation (a) all income, royalties, profits, and damages related thereto; (b) the right, if any, to register, prosecute, maintain, and defend the IP before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover damages or other compensation for past, present, or future infringements,

misappropriations, or other violations of the IP, including the right to sue and obtain equitable relief in respect of such infringements, misappropriation and other violations; and (d) the right to fully and entirely stand in the place of the Seller in all matters related thereto.

- 1.2 The sale, conveyance, transfer, assignment and delivery to the Purchaser of the Purchased Assets, as provided herein, shall be effected by such bills of sale, endorsements, assignments and other instruments of transfer and conveyance as the Purchaser may reasonably deem necessary to vest in the Purchaser the respective rights, responsibilities, title and interests of the Seller in and to the Purchased Assets, free and clear of all liens, mortgages and/or any other encumbrances (the "**Liens**").
- 1.3 The Transaction contemplated herein shall be deemed to have been in force as of 13 May 2022, (the "**Deemed Closing Date**"), upon the date in which this Agreement was signed by both parties (the "**Execution Closing Date**").

2. Purchase Price and Payment.

Subject to the terms and conditions of this Agreement, and in consideration of the sale, conveyance, transfer, assignment and delivery of the Purchased Assets, the Purchaser shall pay to the Seller EUR 1 (EURO one), in consideration for all the Purchased Assets (the "**Purchase Price**").

3. Representations and Warranties of the Seller.

Seller represents and warrants to Purchaser as of the date hereof and as of the Deemed Closing Date as follows:

- 3.1 No Violation. Neither the execution, delivery and performance of this Agreement and all terms and provisions hereunder, nor the consummation of the Transaction by the Seller, will (with or without notice, lapse of time or both):
- (a) contravene, conflict with or result in a violation of any judgment, order, decree, rule or regulation of any court or governmental entity, or give applicable governmental entity, the right to challenge any of the Transaction contemplated hereunder or to exercise any remedy or obtain any relief under any law to which the Seller or any of the Purchased Assets are subject;
 - (a) subject to the obtaining of the consents, approvals and actions and making the filings or giving the notices as may be required under such licenses and/or sub-licenses or any applicable law, contravene, conflict with or result in a violation or breach of, or in a material default under any material license, sub-license or any other material agreement related to the IP and/or any third parties' intellectual property; and/or,
 - (a) result in the creation or materialization of any Lien upon any of the Purchased Assets.

- 3.2 Title to Assets. The Seller has good, valid, binding, enforceable and marketable title and possession to all of the Purchased Assets (ownership or license), free and clear of any Liens. Subject to the receipt of all Consents and Approvals, Seller has legal right and power to sell, convey, assign, transfer and deliver to the Purchaser good, valid, binding, enforceable and marketable title and possession to all of the Purchased Assets, free and clear of any and all Liens.
- 3.3 Validity. This Agreement constitutes the valid and binding obligations of the Seller, and, subject to all applicable laws, and as may be limited by bankruptcy, insolvency, moratorium, and other laws of general application affecting the enforcement of creditors' rights and by the availability of equitable remedies, and further enforceable against the Seller subject to and in accordance with its respective terms.
- 3.4 Disclosure. The representations and warranties furnished by the Seller to the Purchaser and/or any document attached thereto, or which shall be provided pursuant thereto, shall be, true, correct and complete in all material respects, and do not and will not contain any material inaccurate or known untrue statement of a material fact or knowingly omit to state a material fact necessary to make the statements contained therein not misleading. There is no material fact or information relating to the Purchased Assets, which could reasonably be expected to be material to the sale, transfer and the assignment of the Purchased Assets, as set forth in this Agreement that has not been disclosed to the Purchaser in full.
- 3.5 Seller Authority. The Seller has all requisite corporate power and authority to enter into, execute and deliver this Agreement, and consummate the Transaction contemplated thereby. The execution, delivery and performance of this Agreement, and Schedules had been duly authorized by all necessary corporate actions, and no other action on the part of the Seller is necessary to authorize the execution and delivery of this Agreement, and/or Schedules, and the Transaction. The person signing on behalf of the Seller has full rights to bind the Seller with respect to its obligations herein.

4. Representations and Warranties of Purchaser.

The Purchaser represents and warrants to the Seller, as of the date hereof and at the Closing Date, as follows:

- 4.1 No violation. The execution and delivery of this Agreement do not, and the consummation of the Transaction will not, conflict with, or result in any material violation of, or material default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation or acceleration of any material obligation or loss of any benefit under (i) any provision of the Purchaser's corporate documents, as amended and in effect as of the date hereof; or (ii) any material mortgage, indenture, lease, contract or other material agreement or instrument, permit, concession, franchise, license,

judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Purchaser (as the case may be).

4.2 Purchaser Authority. The Purchaser has all requisite corporate power and authority to enter into, execute and deliver this Agreement, and consummate the Transaction contemplated thereby. The execution, delivery and performance of this Agreement, and Schedules had been duly authorized by all necessary corporate actions, and no other action on the part of the Purchaser is necessary to authorize the execution and delivery of this Agreement, and/or Schedules, and the Transaction. The person signing on behalf of the Purchaser has full rights to bind the Purchaser with respect to its obligations herein.

5. Cooperation.

In addition to the foregoing, Seller and Purchaser each agree to take the following actions after the execution of this Agreement:

- 5.1 The Parties shall cooperate with each other and shall cause their respective officers, employees, affiliates, agents, auditors and representatives to cooperate with each other as of the execution of this Agreement and thereafter, to ensure the orderly transfer of the Purchased Assets.
- 5.2 From time to time, to the extent requested by either Party and required for the consummation of the Transaction, the other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as reasonably deemed required for the consummation of the Transaction.

6. Miscellaneous.

- 6.1 Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the Schedules hereto shall be governed by, and construed in accordance with, the laws of Switzerland and the competent courts of Lugano, Switzerland, shall have sole and exclusive jurisdiction over any matter arising thereof.
- 6.2 Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Seller and Purchaser, their successors, heirs and assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Party (by operation of law or otherwise) without the prior written consent of the other Parties.
- 6.3 Entire Agreement; Amendment. This Agreement, together with the Schedules attached hereto constitute the full and entire understanding and agreement between the Parties with regard to the subject matter hereof and thereof and replace any previous agreement and/or arrangement between the Parties relating hereto and thereto. Except as otherwise explicitly provided for herein, any term of this Agreement may be amended, and the observance of any term hereof may be waived (either prospectively or retroactively and either


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generally or in a particular instance) only with the written consent of the Parties hereto. This Agreement may not be waived, changed, modified, or discharged orally.

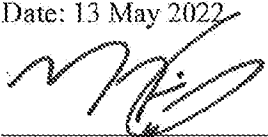
IN WITNESS WHEREOF, this Agreement has been entered as of 13 May 2022, by

The Seller,
Ipalco B.V.

The Purchaser,
Dabico Netherlands Holding B.V.

Date: 13 May 2022

Date: 13 May 2022



Margaretha Springintveld



Michiel Munting

Schedule 1
TRADEMARKS AND RELATED GOODWILL

Ipalco B.V. assigns to Dabico Netherlands Holding B.V. all of its right title and interest in the Trademarks listed in this Schedule 1, including any and all rights and privileges provided under the above listed trademarks, unfair competition and other laws of the individual states thereof and jurisdictions foreign thereto with respect to the marks of the foregoing registrations; the GOODWILL of the business in which the marks are used; and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof.

A. REGISTERED TRADEMARKS

DX-ARCTIC word trademark					
<u>COUNTRY</u>	<u>Reg. N°</u>	<u>Nice Class.</u>	<u>Reg. Date</u>	<u>Expiration Date</u>	<u>STATUS</u>
EU	017683897	11	11.01.2018	11.01.2028	REGISTERED
UK	UK00917683897	11	11.01.2018	11.01.2028	REGISTERED
IR/INDIA	1416882	11	02.07.2018	02.07.2028	REGISTERED
IR/SINGAPORE	1416882	11	02.07.2018	02.07.2028	REGISTERED
CANADA	TMA1117304	11	10.01.2022	10.01.2032	REGISTERED
US	5720301	11	09.04.2019	09.04.2029	REGISTERED

DABICO word trademark					
<u>COUNTRY</u>	<u>Reg. N°</u>	<u>Nice Class.</u>	<u>Reg. Date</u>	<u>Expiration Date</u>	<u>STATUS</u>
BENELUX	1457430	07, 11	12.01.2022	12.01.2032	REGISTERED
IR/CANADA	1649433	07, 11	12.01.2022	12.01.2032	PENDING
IR/CHINA	1649433	07, 11	12.01.2022	12.01.2032	PENDING
IR/EU	1649433	07, 11	12.01.2022	12.01.2032	PENDING
IR/UK	1649433	07, 11	12.01.2022	12.01.2032	PENDING
IR/US	1649433	07, 11	12.01.2022	12.01.2032	PENDING
SWITZERLAND	772264	07, 11	09.11.2021	09.11.2031	REGISTERED

E3 combined trademark					
<u>COUNTRY</u>	<u>Reg. N°</u>	<u>Nice Class.</u>	<u>Start date of protection</u>	<u>Expiration Date</u>	<u>STATUS</u>
EU	009708728	06, 07, 19, 39	03.02.2011	03.02.2031	REGISTERED

MEYERINCK word trademark					
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<u>COUNTRY</u>	<u>Reg. N°</u>	<u>Nice Class.</u>	<u>Start date of protection</u>	<u>Expiration Date</u>	<u>STATUS</u>
EU	003978582	06, 07, 09, 12	10.08.2004	10.08.2024	REGISTERED
US	3410325	06, 07, 09, 12	08.04.2008	08.04.2028	REGISTERED

PANTOGRAPH word trademark					
<u>COUNTRY</u>	<u>Reg. N°</u>	<u>Nice Class.</u>	<u>Start date of protection</u>	<u>Expiration Date</u>	<u>STATUS</u>
GERMANY	1086144	06, 07	21.03.1985	31.03.2025	REGISTERED

B. UNREGISTERED TRADEMARKS

Word trademark "iNet"

Word trademark "Fladung"

Schedule 2
PATENTS

US PATENT REGISTRATIONS (5)

Title : Device for supplying preconditioned air to an aircraft on the ground
US 7322203B2

Foreign priority date: September 16, 2002
PCT Filed: September 15, 2003
§371(c)(1), (2), (4) Date: October 5, 2005
Granted: January 29, 2008
PCT Published: March 25, 2004
Published: June 15, 2006

Title: Head piece for refueling systems
US 7185685 B2

Foreign priority date: July 13, 2004
Granted: March 6, 2007
Published: March 16, 2006

Title: Headpiece for fueling systems
US 7415990 B2

Foreign priority date: July 13, 2004
Granted: August 26, 2008
Published: January 19, 2006

Title: System for delivering pre-conditioned air to an aircraft on the ground
US 10569905 B2

Foreign priority date: April 15, 2011
PCT Filed: April 13, 2012
§371(c)(1), (2), (4) Date: December 24, 2013
Granted: February 25, 2020
PCT Published: October 18, 2012
Published: April 17, 2014

Title: Device for servicing aircraft on the ground
US 6923214 B2

Foreign priority date: June 22, 2001
PCT Filed: June 19, 2002
§371(c)(1), (2), (4) Date: May 19, 2004
Granted: August 2, 2005
PCT Published: January 3, 2003
Published: October 7, 2004

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CHINESE PATENT REGISTRATION

Title: Device for servicing an aircraft on the ground

CN107531333B (201680024386.7)

Foreign priority date: June 4, 2015

Granted: June 25, 2021

PCT Published: December 8, 2016

Published: January 2, 2018

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LUXEMBOURG PATENT REGISTRATION

Title: Device for servicing an aircraft on the ground

92730

Filed: June 4, 2015

Granted: December 5, 2016

Published: December 5, 2016

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UAE PATENT REGISTRATION

Title: System for delivering preconditioned air to an aircraft on the ground

P1111/2013

Filed: October 20, 2013

Granted: August 29, 2021

Published: August 29, 2021

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QATAR PATENT PENDING REGISTRATION

Title: System for delivering preconditioned air to an aircraft on the ground

QA/201310/00252

Filed: 13 April 2012

Granted: Pending

Published: NA

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EUROPEAN PATENT REGISTRATIONS (3)

Title: Head assembly for refueling systems

Kopfstück für Betankungssysteme

Tête de ligne pour dispositif de ravitaillement en carburant

Application number EP04016427

Application date: July 13, 2004

Publication number EP1616789

Published: August 16, 2006

Validation in: France, Germany (DE 50 2004 001 214.0), Italy (N° 502006901439906), Spain, Turkey (TR 2006/06161)and UK

Title: Head assembly for refueling systems

Kopfstück für Betankungssysteme

Tête de ligne pour dispositif de ravitaillement en carburant

Application number EP04027842(6)

Application date: November 24, 2004

Publication number EP1630100

Published: January 23, 2008

Validation in: France, Germany (DE 50 2004 006 052.8), Italy (N° 502008901594584), Spain, Turkey (TR 2008/01457) and UK

Title: System for delivering pre-conditioned air to an aircraft on the ground

System zur Bereitstellung von Vorkonditionierter Luft für ein Flugzeug auf dem Boden

Système pour apporter de l'air préconditionné à un aéronef au sol

Application number EP12717245(0)

Application date: April 13, 2012

Publication number EP 2697119

Published: April 5, 2017

Validation in: France, Germany (DE 60 2012 030 740.4), Italy (N° 502017000069298), Spain and UK

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