

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7356828

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
ZERO E LLC		05/23/2022
RECEIVING PARTY DATA		
Name:	MAGDRIVE TECHNOLOGIES, INC.	
Street Address:	4534 WATERS STREET	
City:	BOZEMAN	
State/Country:	MONTANA	
Postal Code:	59718	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Patent Number:	8490946	
Patent Number:	8690119	
Patent Number:	8496228	
Patent Number:	9377121	
Patent Number:	9702469	
CORRESPONDENCE DATA		
Fax Number:	(866)419-9269	
<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:	5092959229	
Email:	szymowski@gravislaw.com	
Correspondent Name:	STEPHEN S. ZIMOWSKI	
Address Line 1:	503 KNIGHT STREET SUITE A	
Address Line 4:	RICHLAND, WASHINGTON 99352	
ATTORNEY DOCKET NUMBER:	22-003156	
NAME OF SUBMITTER:	STEPHEN S. ZIMOWSKI	
SIGNATURE:	/Stephen S. Zimowski/	
DATE SIGNED:	05/31/2022	
Total Attachments: 4		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of May 23, 2022, is made by Zero E LLC ("**Seller**"), in favor of MagDrive Technologies, Inc. ("**Buyer**"), a Delaware corporation, in connection with the Seller's sole member purchasing stock of the Buyer pursuant to that certain Stock Purchase Agreement of even date herewith (the "**Stock Purchase Agreement**").

WHEREAS, under the terms of the Stock Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned Patents**"):

(a) the patents and patent applications set forth in Schedule I hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

3. Terms of the Stock Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Stock Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Stock Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Stock Purchase Agreement and the terms hereof, the terms of the Stock Purchase Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Montana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Montana or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

Zero E LLC

By: DocuSigned by: Peter Strom
1E4F96577088462
Name: Peter Strom
Title: Managing Member
Address: PO Box 3275
Bozeman, MT 59772

AGREED TO AND ACCEPTED:

MagDrive Technologies, Inc.

By: DocuSigned by: Nicholas Runyon
0803409483CC429
Name: Nicholas Runyon
Title: President
Address: 4534 Waters Street
Bozeman, MT 59718

SCHEDULE 1
ASSIGNED PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Planetary Gear Valve	United States	8,490,946	7/23/2013
Leak-Free Reciprocating Stemmed Valve	United States	8,690,119	4/8/2014
Planetary Gear Ball Valve	United States	8,496,228	7/30/2013
Leak-Free Rotary Valve With Internal Worm Gear	United States	9,377,121	6/28/2016
Leak-Free Rising Stem Valve With Ball Screw Actuator	United States	9,702,469	7/11/2017
Stemless Ball Valve	Canada	2,746,189	4/23/2013
Planetary Gear Ball Valve	Canada	2,824,345	7/9/2013
Leak-Free Reciprocating Stemmed Valve	Canada	2,839,356	12/20/2012
Leak-Free Rotary Valve With Internal Worm Gear	Canada	2,857,270	12/10/2019
Leak-Free Rising Stem Valve With Ball Screw Actuator	Canada	2,967,821	12/10/2019