

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TECHNISCHE UNIVERSITEIT EINDHOVEN	02/25/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SIMBEYOND HOLDING B.V.
<b>Street Address:</b>	HET EEUWSEL 57
<b>City:</b>	EINDHOVEN
<b>State/Country:</b>	NETHERLANDS
<b>Postal Code:</b>	5612 AS
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17263228
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Email:</b>	uspractice@nlo.eu
<b>Correspondent Name:</b>	N.V. NEDERLANDSCH OCTROOIBUREAU
<b>Address Line 1:</b>	ANNA VAN BUERENPLEIN 21A
<b>Address Line 2:</b>	NEW BABYLON CITY OFFICES
<b>Address Line 4:</b>	THE HAGUE, NETHERLANDS 2595 DA
<b>ATTORNEY DOCKET NUMBER:</b>	P6109910PCT-US
<b>NAME OF SUBMITTER:</b>	CATHERINE A. SHULTZ
<b>SIGNATURE:</b>	/Catherine A. Shultz/
<b>DATE SIGNED:</b>	06/02/2022
<b>Total Attachments: 9</b>	
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**INTELLECTUAL PROPERTY RIGHTS TRANSFER AGREEMENT**

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between

**TECHNISCHE UNIVERSITEIT EINDHOVEN**

and

**SIMBEYOND HOLDING B.V**

**22 February 2022**



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**THIS INTELLECTUAL PROPERTY RIGHTS TRANSFER AGREEMENT** (the **Agreement**) is made as of this day 25 February 2022 (the **Effective Date**) by and between:

1. **TECHNISCHE UNIVERSITEIT EINDHOVEN**, a public body organized and existing under the laws of the Netherlands, having its corporate seat and its official address at (5612 AE) Eindhoven at Groene Loper 3, registered with the Dutch trade register of the Chamber of Commerce under number 51278871 (**Transferor**); and
2. **SIMBEYOND HOLDING B.V.**, a private company with limited liability under the laws of the Netherlands, having its corporate seat and official address at (5612 AS) Eindhoven Het Eeuwsel 57, registered with the Dutch trade register of the Chamber of Commerce (**Transferee**);

Transferor and Transferee are hereinafter also collectively referred to as **Parties** and each individually as **Party**.

**WHEREAS:**

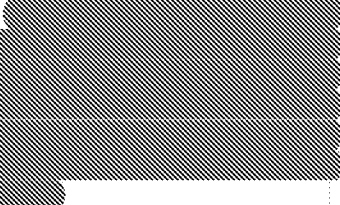
- (A) Transferor owns all rights, titles and interest in and to the TUE IPR (capitalized words have the meaning as set out in Article 1);
- (B) Transferee has informed Transferor that it wishes to purchase and acquire the TUE IPR from Transferor;
- (C) In consideration of the Grant Back License and the payment by Transferee to Transferor of the Lump Sum, Transferor (i) is willing to sell, transfer and assign the TUE IPR to Transferee and (ii) wishes to receive the Grant Back License from Transferee;
- (D) Transferee is willing to (i) purchase and accept the transfer and assignment of the TUE IPR from Transferor against payment by Transferee to Transferor of the Lump Sum and (ii) is willing to grant the Grant Back License to Transferor;
- (E) The Parties now wish to lay down the terms and conditions under which (i) Transferor shall sell, transfer and assign the TUE IPR to Transferee, (ii) Transferee shall purchase and accept the transfer and assignment of the TUE IPR from Transferor and (iii) Transferee shall grant the Grant Back License to Transferor.

**NOW HEREBY THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE 1. DEFINITIONS**

1.1 Definitions. The definitions and rules of interpretation in this Article 1 apply in this Agreement:

<b>Academic &amp; Research Purposes:</b>	non-commercial research, teaching and education;
<b>Agreement:</b>	this intellectual property rights transfer agreement including the recitals, Annexes, and all amendments hereof and/or addenda hereto;
<b>Annex:</b>	an annex to this Agreement;
<b>Article:</b>	an article in this Agreement;
<b>Effective Date:</b>	25 February 2022;
<b>Grant Back License:</b>	a perpetual, irrevocable, royalty-free, non-exclusive, non-transferable, non-sublicensable, worldwide license to use the TUE IPR for Academic & Research Purposes;

<b>Intellectual Property Rights:</b>	all copyrights, neighboring rights, database rights, patent rights, trademark rights, trade name rights, design rights, portrait rights, trade secret rights, rights in domain names, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, related dependent or ancillary rights and priority or goodwill rights and all similar or equivalent rights or forms of protection in any part of the world;
<b>Lump Sum:</b>	a lump sum payment of 
<b>Patents:</b>	all patents and patent applications in the name of Transferor as set out in <b>Annex A</b> , including any divisional, continuation, continuation-in-part, reissue, renewal, re-examination or extension thereof and any foreign counterparts of all the foregoing;
<b>TUe IPR:</b>	the Patents.

1.2 Interpretation. Except as otherwise defined, in this Agreement:

- 1.2.1 references to a communication in writing include e-mail and electronic messages accessible and printable by commonly used software applications;
- 1.2.2 the descriptive headings of this Agreement and each Article are for the sake of convenience only and shall not control or affect the meaning, construction or interpretation of any provision of this Agreement;
- 1.2.3 the definition of a term in the singular covers the plural form and vice versa, as the context requires. In the event a reference is made to a person or a party which includes the masculine gender than such reference shall also include the feminine gender and the neuter and vice versa; and
- 1.2.4 references to Articles and Annexes are references to articles and annexes to this Agreement.

1.3 Annexes and priority. The Annexes are an integral part of this Agreement and references to this Agreement include its Annexes. In the event of any ambiguity or inconsistency between the provisions of an Annex and in the body of this Agreement, the respective Annex shall prevail.

1.4 Entry into force. This Agreement shall enter into force immediately upon the registration of Transferee in the trade register of the Chamber of Commerce.

**ARTICLE 2. TRANSFER, ASSIGNMENT AND DELIVERY**

2.1 Sale, transfer, assignment and delivery. Transferor hereby irrevocably, and unconditionally, sells, transfers, assigns and delivers to Transferee all of Transferor's rights, titles and interests in and to the TUe IPR and Transferee hereby accepts such sale, transfer, assignment and delivery.

2.2 Waiver of moral and personal rights. Transferor hereby expressly waives and agrees not to enforce its moral rights and personal rights and other similar rights that Transferor may have under the TUE IPR.

### **ARTICLE 3. GRANT BACK LICENSE**

Grant Back License. Transferee hereby grants to Transferor, and Transferor accepts, the Grant Back License. The Grant Back License does not include the right for Transferor to grant sublicenses.

### **ARTICLE 4. LUMP SUM PAYMENT**

4.1 Lump Sum. In full consideration for (i) the assignment, transfer and delivery of the TUE IPR under Article 2 and (ii) the granting of the Grant Back License under Article 3 to Transferor, Transferee shall pay to Transferor the Lump Sum of EUR 24.744,66 (twenty-four thousand seven hundred forty-four euro and sixty-six eurocent) excluding VAT.

4.2 Payment of Lump Sum. Transferor shall invoice the full amount including any taxes due for the Lump Sum within 30 days of the Effective Date. The invoice shall be paid by Simbeyond Holding B.V., within 30 days of receipt thereof after which statutory interest shall be incurred for each month of non-payment.

4.3 Taxes. If any sales tax, value added tax or other transfer tax is properly chargeable in respect of the Lump Sum, Transferee shall pay to Transferor the amount of such tax in addition to and at the same time as the Lump Sum. Transferor will issue to Transferee a proper tax invoice in respect thereof.

### **ARTICLE 5. COMPLETION**

5.1 Completion. The sale, purchase, transfer, assignment and delivery of the TUE IPR shall be completed, and legal title and ownership in respect of the TUE IPR shall be deemed to pass to Transferee, in each case, with effect from the Effective Date.

5.2 Cooperation. Each Party shall:

5.2.1 cause to be delivered or made available to the other Party such additional documents as such Party may reasonably require to complete the sale, purchase, transfer, assignment and delivery of the TUE IPR; and

5.2.2 do such other things reasonably necessary to give full effect to this Agreement, including but not limited to the registration of Transferee as the owner of the TUE IPR in any relevant Intellectual Property Rights register.

5.3 Timely payment. Transferee shall timely pay or cause to be paid the Lump Sum to Transferor.

5.4 Registration and maintenance. As of the Effective Date, Transferee shall be responsible for the registration and maintenance of the TUE IPR. Transferee shall as of the Effective Date engage a patent agent (of a patent firm that is not engaged by Transferor in connection with the TUE IPR) for the registration and maintenance of the TUE IPR.

5.5 Fees and annuities. Transferee shall bear all filing fees, maintenance fees, patent agents' fees and annuities with respect to the TUE IPR invoiced to either Transferee or Transferor after the Effective Date.

### **ARTICLE 6. WARRANTIES AND LIABILITY**

6.1 Transferor representations and warranties. Transferor represents and warrants to Transferee that at the Effective Date:



- 6.1.1 it owns all titles, rights and interests to the TUE IPR;
  - 6.1.2 all filing fees, maintenance fees and annuities with respect to the TUE IPR invoiced to Transferor prior to the Effective Date have been paid by Transferor;
  - 6.1.3 no natural person or legal entity (other than Transferee) has any right to purchase or acquire part of or all of the TUE IPR or any portion thereof; and
  - 6.1.4 the TUE IPR, including any portion thereof, is not subject to a right of pledge or any other security right.
- 6.2 Transferee representations and warranties. Transferee represents and warrants to Transferor that:
- 6.2.1 it has the complete and unrestricted power, authority and right to enter into this Agreement and to perform its obligations hereunder; and
  - 6.2.2 unless expressly stated herein or agreed otherwise by the Parties, it specifically acknowledges that in respect of the TUE IPR, Transferor is not obligated to provide support, education, maintenance, or the like to Transferee.
- 6.3 Delivery 'as is'. The TUE IPR is transferred, assigned and delivered to Transferee by Transferor 'as is', without warranties of any kind and Transferor hereby expressly disclaims and excludes all other representations and warranties than as set out in Article 6.1, whether statutory, express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Without limiting the foregoing, Transferor provides no warranty as to the validity and/or scope of any patents or that patents will issue from the TUE IPR.
- 6.4 No reliance. Each of the Parties acknowledges that, by entering into this Agreement, it has not relied on any warranty, representation or undertaking except those expressly set out in this Agreement and each Party waives any claim for breach of any representation which is not specifically contained in this Agreement as a warranty.
- 6.5 Limited liability. The liability of any Party to the other for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement will not extend to any indirect damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Party bringing the claim has advised the other of the possibility of those losses or if they were within the other Party's contemplation.
- 6.6 No other warranties. The express undertakings and warranties given by the Parties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

**ARTICLE 7. MISCELLANEOUS**

- 7.1 Notices. Any notice to be given by a Party pursuant to this Agreement shall be in writing (including by e-mail) and shall be sent to:

**For Transferor**

Technische Universiteit Eindhoven  
 The Gate  
 Attn.: IP and Licensing Manager

**For Transferee**

Simbeyond Holding B.V.  
 Attn.: Siebe van Mensfoort



Het Eeuwsel 57  
5612 AS Eindhoven  
The Netherlands

Het Eeuwsel 57  
5612 AS Eindhoven  
The Netherlands

E-mail: s.sandhu@tue.nl

E-mail: siebe.van.mensfoort@simbeyond.com

- 7.2 Amendments. No amendment of this Agreement shall be binding upon either Party, unless it is in writing and duly signed by both Parties.
- 7.3 Assignment. Neither Party shall assign or transfer its rights or obligations under this Agreement in whole or in part without the prior written consent of the other.
- 7.4 Severability. If any provision in this Agreement is found to be invalid or unenforceable in any respect in any jurisdiction:
- 7.4.1 the validity or enforceability of such provision shall not in any way be affected in respect of any other jurisdiction and the validity and enforceability of the remaining provisions shall not be affected, unless this Agreement reasonably fails in its essential purpose; and
- 7.4.2 the Parties shall substitute such provision by a valid and enforceable provision approximating to the greatest extent possible the essential purpose of the invalid or unenforceable provision.
- 7.5 Failure to exercise. If a Party fails to enforce, or delays in enforcing, an obligation of the other Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.
- 7.6 Entirety. This Agreement, together with the Annexes attached hereto or incorporated by reference, supersedes and replaces all prior agreements between the Parties relating to the subject matter hereof. This Agreement constitutes the entire agreement and understandings (oral and written) between the Parties concerning the subject matter hereof.
- 7.7 Continuing provisions. The provisions of this Agreement relating to confidentiality, warranty claims, limitation of liability, indemnities, governing law and dispute resolution, and other provisions that expressly or by their nature are intended to continue to have effect, shall survive termination or expiration of this Agreement within the (time) limitations of the applicable law.
- 7.8 Construction. Neither this Agreement nor any provision contained in this Agreement will be interpreted in favour of or against any Party hereto because such Party or its legal counsel drafted this Agreement or such provision.
- 7.9 Further assurances. Each Party shall cooperate fully with the other Party, execute such further instruments, documents, and agreement, and give such further written assurances, as may be reasonably requested by the other Party to carry into effect the intents and purposes of this Agreement.

#### **ARTICLE 8. APPLICABLE LAW AND DISPUTE RESOLUTION**

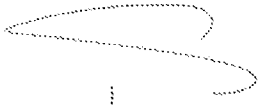
- 8.1 Applicable law. This Agreement is governed by the laws of the Netherlands. The Vienna Convention on the International Sale of Goods (1980) shall not apply to this Agreement.
- 8.2 Dispute Resolution. Any disputes arising out of or in connection with this Agreement shall be referred to the competent courts of Oost-Brabant, location 's-Hertogenbosch, the Netherlands.

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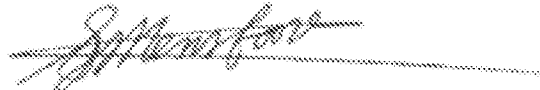
**THIS AGREEMENT WAS SIGNED ON THE EFFECTIVE DATE BY:**

**Technische Universiteit Eindhoven**

**Simbeyond Holding B.V.**



By: R.J.H.M Smits



By: Mr S.L.M. van Mensfoort

**ANNEX A: PATENTS**

<u>PCT/EP2019/070038</u> <u>2018-2100</u> 25 Jul 2019 Three-dimensional master equation simulations of charge-carrier transport and recombination in organic semiconductor materials and devices	
<u>TUE-272/PCT/EP</u> <u>2018-2100</u> Three-dimensional master equation simulations of charge-carrier transport and recombination in organic semiconductor materials and devices	<u>EP20190746066</u> 25 Jul 2019
<u>TUE-272/PCT/US</u> <u>2018-2100</u> Three-dimensional master equation simulations of charge-carrier transport and recombination in organic semiconductor materials and devices	<u>17/263228</u> 26 Jan 2021
<u>TUE-272/PROV</u> <u>2018-2100</u> Three-dimensional master equation simulations of charge-carrier transport and recombination in organic semiconductor materials and devices	<u>62/711018</u> 27 Jul 2018