# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7364922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		

#### **CONVEYING PARTY DATA**

Name	Execution Date	
CEL CHEMICAL & SUPPLY, INC.	06/03/2022	

#### **RECEIVING PARTY DATA**

Name:	e: CHROMASCAPE, LLC	
Street Address: 7555 E. PLEASANT VALLEY ROAD		
Internal Address: SUITE 100		
City: INDEPENDENCE		
State/Country:	OHIO	
Postal Code:	44131	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Patent Number:	10017671	

#### CORRESPONDENCE DATA

Fax Number: (203)325-5001

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.

Phone: 203-325-5000 Email: cbutler@fdh.com

Correspondent Name: CHRISTOPHER BUTLER Address Line 1: SIX LANDMARK SQUARE

Address Line 2: FLOOR SIX

Address Line 4: STAMFORD, CONNECTICUT 06901

NAME OF SUBMITTER:	CHRISTOPHER BUTLER		
SIGNATURE:	/s/Christopher Butler		
DATE SIGNED:	06/03/2022		
	This document serves as an Oath/Declaration (37 CFR 1.63).		

### **Total Attachments: 5**

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**PATENT** REEL: 060099 FRAME: 0302

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PATENT REEL: 060099 FRAME: 0303

# ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "<u>Agreement</u>") is effective as of June 3, 2022 by and between ChromaScape, LLC, a Delaware limited liability company (the "<u>Assignee</u>"), and CEL Chemical & Supplies, Inc., a South Carolina corporation (the "<u>Assignor</u>").

Assignor possesses certain intellectual property which is set forth on Exhibit A hereto (the "Assigned Intellectual Property"); and

Assignor and Assignee desire that all of Assignor's respective rights, titles and interests in and to all Assigned Intellectual Property be assigned, transferred, conveyed and delivered to Assignee.

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

## 1. Assignment of Intellectual Property Rights.

- (a) <u>Assignment</u>. Assignor hereby assigns, sells, conveys, delivers and transfers to Assignee all right, title and interest in and to any and all Assigned Intellectual Property (including any and all common law rights associated with the Assigned Intellectual Property), together with the goodwill connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Assignee's use and benefit and for the use and benefit of Assignee's successors and assigns.
- (b) <u>Further Assurances</u>. Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist Assignee, at such Assignee's request from time to time, to secure the rights assigned hereby and to obtain and/or transfer the Assigned Intellectual Property, and similar governmental grants confirming or enhancing said rights. Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to Assignee after the execution of this Agreement.

#### 2. Miscellaneous.

- (a) <u>Amendment</u>. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.
- (c) <u>Successors and Assigns</u>. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.
- (d) <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware without giving effect to

PATENT REEL: 060099 FRAME: 0304 the principles of conflicts of laws thereof. Each of the Parties submits to the jurisdiction of any court in the State of Delaware in any action or proceeding arising out of or relating to this Agreement.

(e) <u>Counterparts</u>. This Agreement may be executed in one or more original or electronic counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

[Signature Page Follows]

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IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNEE:

CHROMASCAPE, LLC
By: hustath Down Name: Christopher Seth Tomasch
Title: Chief Executive Officer and President
ASSIGNOR:
CEL CHEMICAL & SUPPLIES, INC.
By:
Name: Jimmie F. Messenger

Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

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CHROMASCAPE, LLC

Title: Chief Executive Officer and President

ASSIGNOR:

CEL CHEMICAL & SUPPLIES, INC.

Name: Jimmie F. Messenger

Title: Chief Executive Officer

# Exhibit A Assigned Intellectual Property

#	Country	Title	Patent No.	Date of Patent	Appl. No.	Date Filed	Owner
1.	USA	ADDITIVE FOR A STARCH ADHESIVE COMPOSITION	US 10,017,671 B2	07/10/2018	14/928,351	10/30/2015	CEL Chemical & Supply, Inc.

**RECORDED: 06/03/2022** 

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