

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7479988

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EVONIK OPERATIONS GMBH	05/10/2022
RECEIVING PARTY DATA	
Name:	INNOVATIONLAB GMBH
Street Address:	SPEYERER STRASSE 4
City:	HEIDELBERG
State/Country:	GERMANY
Postal Code:	69115
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	11001659
Patent Number:	10608255
Patent Number:	10844145
Application Number:	17438859
Application Number:	17414053
Application Number:	15733707
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>	
Phone:	571-458-7790
Email:	patent@gandmpatent.com
Correspondent Name:	GRUNEBERG AND MYERS PLLC
Address Line 1:	1775 TYSONS BLVD
Address Line 2:	5TH FLOOR
Address Line 4:	TYSONS, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	003699USPCT
NAME OF SUBMITTER:	MALIKA ASH SHAKUR
SIGNATURE:	/Malika Ash Shakur/
DATE SIGNED:	08/11/2022

Total Attachments: 9

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This PATENT ASSIGNMENT AGREEMENT (this "Agreement"), is entered into by and between

Evonik Operations GmbH
Rellinghauser Str. 1-11
45128 Essen
Germany

("Seller"),

and

InnovationLab GmbH
Speyerer Straße 4
69115 Heidelberg
Germany

("Purchaser")

RECITALS

WHEREAS, Purchaser and Seller are parties to that certain Technology Purchase Agreement, dated as of May 6, 2022 (the "TPA"), pursuant to which Seller has agreed to sell, assign and transfer to Purchaser, and has sold, assigned and transferred, and Purchaser has agreed to purchase and assume from Seller, and has accepted the assignment and transfer of, certain intellectual property and similar rights;

WHEREAS, among these intellectual property and similar rights are the Patents identified in Appendix 1 hereto and the inventions protected thereby throughout the world (the "Assigned Patents");

WHEREAS, Purchaser has compensated Seller for the sale, assignment and transfer of the Assigned Patents under the provisions of the TPA and no additional compensation shall be required under this Agreement;

WHEREAS, this Agreement is among the necessary or useful instruments pursuant to Section 2 of the TPA; and

WHEREAS, the Parties wish to confirm the sale, assignment and transfer of the Assigned Patents and if and to the extent not already effected under the TPA, effect the sale, assignment and transfer of all remaining rights on the Assigned Patents of Seller to Purchaser, if any.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the TPA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

1. Assignment Seller (Assignor) and Purchaser (Assignee) confirm the sale, assignment and transfer of, and Seller does hereby sell, assign and transfer to Purchaser (Assignee), and Purchaser hereby accepts, the full and exclusive right, title and interest in and to the Patents and any improvements thereon, the attached application(s) and all corresponding and/or counterpart foreign patent applications, all divisional, continuation, continuation-in-part,

reissue, reexamination, extension, substitution, registration, renewal, extension, supplementary protection certificates or the like, and any additional patent applications which claim priority to the attached application(s), and all letters patent or comparable rights issuing thereon in Germany, the United States and in all foreign countries, and all applications for letters patent which may hereafter be filed for the attached application(s) and/or any improvements thereon in Germany, the United States and/or in any foreign country and all letters patent which may be granted on the attached invention(s) and/or any improvements thereon in Germany, the United States and/or in any foreign country, together with the right(s) to claim priority to the attached patent application(s) and/or any improvements thereon, and the Seller (Assignor) hereby authorizes and requests the German Patent and Trademark Office, the European Patent Office, the United States Commissioner of Patents and Trademarks and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all letters patent or comparable rights issuing on any application as aforesaid to Purchaser (Assignee), or to its successors, assigns or legal representatives.

2. **Registration, Change of Recordal; Declaration of Transfer.** Seller hereby authorizes and requests, as applicable, the German Patent and Trademark Office, the European Patent Office, the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities in the various affected jurisdictions to record Purchaser as the owner of the Patents and to issue to Purchaser, in lieu of Seller, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Patents. It is Purchaser's responsibility to apply for a change of recordal in the registers. Seller shall not unreasonably withhold, or delay, signing of any document necessary to effect a change of recordal in ownership of the Patents in the intellectual property registers, especially individual Assignments of inventors if requested by relevant patent authorities. If Seller does not approve of a document prepared by Purchaser, Seller will cooperate with Purchaser to create a document acceptable to both Parties.

3. **Further Assurances.** Seller and Purchaser shall execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Agreement and to evidence and effectuate the transactions contemplated herein. Purchaser shall prepare and provide to Seller all assignments and other instruments of transfer reasonably required to transfer to Purchaser the Assigned Patents. Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 Purchaser, or any assignee or successor thereto. If Purchaser or its successor or assignee is unable, for any reason, to obtain a signature of Seller on a document necessary to perfect the transfer or assignment of the Assigned Patents, Seller hereby irrevocably appoints Purchaser as its agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of Seller to execute, verify, and file any such documents with the same legal force and effect as if executed by Seller.

4. **General Provisions.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the TPA. This Agreement, Appendix I hereio and the TPA constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding any other provision of this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions

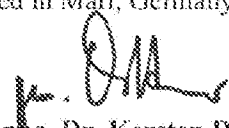
of the TPA, the provisions of the TPA shall control (unless this Agreement expressly provides otherwise). This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

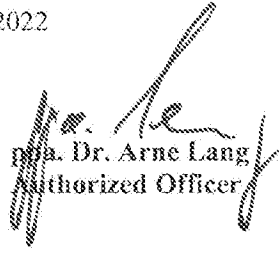
5. Governing Law; Jurisdiction and Venue. This Agreement and all matters arising out of or relating to this Agreement or any of the transactions contemplated hereby, including all rights of the Parties (whether sounding in contract, tort, common or statutory law, equity or otherwise), shall be interpreted, construed and governed by and in accordance with Section 10.1 of the TPA.

6. Signatories; Counterparts. This Agreement may be executed in at least 20 counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. If Purchaser will ask for more counterparts in order to file patents, Seller will execute more counterparts. This Agreement shall be executed by a representative and/or multiple authorized signatories of the Purchaser and Seller, respectively. The Parties shall provide for notarization of the signatures of each signatory and the Notary shall also notarize that the representatives are authorized to act on behalf of the Purchaser and Seller. Immediately upon execution of the Agreement, the Seller shall provide the three executed and notarized Agreements.

Seller Evonik Operations GmbH

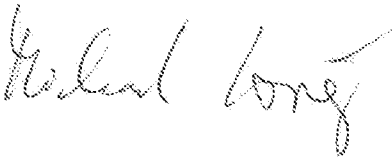
Executed in Marl, Germany on May 10, 2022

By: 
ppa. Dr. Kersten Dittmar
Authorized Officer


ppa. Dr. Arne Lang
Authorized Officer

Purchaser InnovationLab GmbH

Executed in _____ on _____

By:   ppa.

2015P00026WEVL	Neue Tetraacyanantirachindimethanpolymere und deren	NL	13735203.5-1301	06.03.2015	31.10.2017	31.10.2017	09.09.2017
2015P00026WVCCA	Neue Tetraacyanantirachindimethanpolymere und deren	CA	2941.506	06.03.2015		2.941.506	07.06.2021
2015P00026WCCM	Neue Tetraacyanantirachindimethanpolymere und deren	CN	201530012358.9	06.03.2015	10.06.2013	26.10.2016	05.01.2019
2015P00026WVOLD	Neue Tetraacyanantirachindimethanpolymere und deren	ID	P00201605571	06.03.2015		DP000077877	13.07.2021
2015P00026WQJP	Neue Tetraacyanantirachindimethanpolymere und deren	JP	2015-555994	06.03.2015		6290442	16.02.2018
2015P00026WOKR	Neue Tetraacyanantirachindimethanpolymere und deren	KR	10-20-16-7026290	06.03.2015		10-1626735	06.02.2018
2015P00026WOMY	Neue Tetraacyanantirachindimethanpolymere und deren	MY	P02016703052	06.03.2015		MY-170862-A	25.03.2019
2015P00026WQPH	Neue Tetraacyanantirachindimethanpolymere und deren	PH	1-20-16-501735	06.03.2015			
2015P00026WOSG	Neue Tetraacyanantirachindimethanpolymere und deren	SG	112016070929P	06.03.2015		11201607082P	31.10.2017
2015P00026WQTH	Neue Tetraacyanantirachindimethanpolymere und deren	TH	1501004846	06.03.2015			
2015P00026WOLUS	Neue Tetraacyanantirachindimethanpolymere und deren	US	15123.071	06.03.2015	2017.01.14.62	27.04.2017	13.02.2018
2015P00026WEIBE	Elektroaktive polymers, manufacturing process thereof, electrode and use thereof	BE	14735203.5-1301	09.07.2013	30.19541	18.05.2016	30.19541
2015P00026WEDE	Elektroaktive polymers, manufacturing process thereof, electrode and use thereof	DE	602013043574.9	09.07.2013	30.19541	18.05.2016	30.19541
2015P00026WEES	Elektroaktive polymers, manufacturing process thereof, electrode and use thereof	ES	13735203.5-1301	09.07.2013	30.19541	18.05.2016	30.19541
2015P00026WEFR	Elektroaktive polymers, manufacturing process thereof, electrode and use thereof	FR	13735203.5-1301	09.07.2013	30.19541	18.05.2016	30.19541
2015P00026WESB	Elektroaktive polymers, manufacturing process thereof, electrode and use thereof	GB	13735203.5-1301	09.07.2013	30.19541	18.05.2016	30.19541
2015P00026WEHK	Elektroaktive polymers, manufacturing process thereof, electrode and use thereof	HK	16106654.6	09.07.2013	30.19541	18.05.2016	12.18654
2015P00026WEIE	Elektroaktive polymers, manufacturing process thereof, electrode and use thereof	IE	13735203.5-1301	09.07.2013	30.19541	18.05.2016	30.19541
2015P00026WEIT	Elektroaktive polymers, manufacturing process thereof, electrode and use thereof	IT	502018000041344	09.07.2013	30.19541	18.05.2016	30.19541
2015P00026WENL	Elektroaktive polymers, manufacturing process thereof, electrode and use thereof	NL	13735203.5-1301	09.07.2013	30.19541	18.05.2016	30.19541
2015P00026WOCN	Elektroaktive polymers, manufacturing process thereof, electrode and use thereof	CN	201360079474.3	09.07.2013	105612189	25.05.2016	105612189
2015P00026WQJP	Elektroaktive polymers, manufacturing process thereof, electrode and use thereof	JP	2016-524890	09.07.2013		6290393	16.02.2018
2015P00026WOKR	Elektroaktive polymers, manufacturing process thereof, electrode and use thereof	KR	10-2016-7000464	09.07.2013		10-1959680	10.06.2019
2015P00026WOSG	Elektroaktive polymers, manufacturing process thereof, electrode and use thereof	SG	11201600151X	09.07.2013		11201600151X	19.09.2017
2015P00026WOLUS	Elektroaktive polymers, manufacturing process thereof, electrode and use thereof	US	147803.864	09.07.2013	20150233509	11.08.2016	10.103.384

Vermerk über eine Unterschriftsbeglaubigung

Certification of a signature

Hiermit beglaubige ich die vorstehenden,
vor mir geleisteten Unterschriften der

I hereby certify that the above signatures
were executed in my presence by

Mr Dr. Kersten Dittmar geb. 06.09.1972,

Mr Dr. Arne Lang geb. 25.11.1966,

business address: Paul-Baumann-Straße 1 in 45772 Marl, Germany

Die vorbezeichneten Herren sind mir von
Person bekannt.

I know the signatories by person.

Auf Nachfrage des Notars bestätigten die
Herren Dr. Dittmar und Dr. Lang mit Blick
auf § 3 Abs. 1 Nr. 7 BeurkG, dass weder der
Notar noch eine der mit ihm zur
gemeinsamen Berufsausübung verbundenen
Personen in dieser Angelegenheit bereits
außerhalb notarieller Amtstätigkeit tätig
war.

At my request the signatories declared
pursuant to sec. 3 para. 1 No. 7 of the
German Notarisation Act (BeurkG), that
neither the acting notary public nor any of
the persons associated with him for mutual
exercise of occupation were concerned with
this matter as lawyers.

Die Unterschriftsleistung erfolgte auf
Ersuchen an deren Dienstsitz im
Chemiepark Marl, Paul-Baumann-Straße 1 in
45772 Marl.

The signatures were upon request of the
signatories executed in their office premises
Chemiepark Marl, Paul-Baumann-Straße 1 in
45772 Marl.

Ich bescheinige aufgrund heutiger
Einsichtnahme auf elektronischem Wege in
das Handelsregister bei dem Amtsgericht
Essen zu HRB 20227, dass dort die Evonik
Operations GmbH mit Sitz in Essen
eingetragen ist und dass die Herren Dr.
Kersten Dittmar und Dr. Arne Lang als
Prokuristen gemeinsam zur Vertretung der
Gesellschaft berechtigt sind.

Based on my inspection of the commercial
register by electronic means of the present
day, I hereby certify in my capacity as notary
that Evonik Operations GmbH with its
corporate seat in Essen is registered with the
commercial register of the local court of
Essen under the commercial register number
HRB 20227 and that the signatories are
authorized to jointly represent the company
as authorised officers.

Urkundenverzeichnis Nr. 466 für 2022

Marl, den 10. Mai 2022

Dr. Nikolaus Ludes

Notar

PATENT

REEL: 060777 FRAME: 0621

Hiermit beglaubige ich die vorseitigen, vor mir vollzogenen Namensunterschriften von

1. Herrn Dr. Janusz Hubert **Schinke**, geboren am 10. November 1984, wohnhaft Fritz-Lederle-Straße 5 in 67071 Ludwigshafen,
2. Herrn Dr. Michael **Kröger**, geboren am 31. März 1979, wohnhaft Kaiserstraße 56 in 69115 Heidelberg,

mir gegenüber ausgewiesen durch Vorlage ihrer amtlichen Lichtbildausweise.

Ich bescheinige aufgrund heutiger Einsichtnahme auf elektronischem Wege in das Handelsregister bei dem Amtsgericht Mannheim zu HRB 705066, dass dort die InnovationLab GmbH mit dem Sitz in Heidelberg eingetragen ist und dass die Herren Dr. Janusz Hubert Schinke als Prokurist und Dr. Michael Kröger als Geschäftsführer zur Vertretung der Gesellschaft berechtigt sind.

Heidelberg, den 6. Juli 2022



Dr. Kleensang
Notar

