

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7523036

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| Name | | Execution Date |
| CELIOS CORPORATION | | 08/25/2022 |
| RECEIVING PARTY DATA | | |
| Name: | DSS PUREAIR, INC. | |
| Street Address: | 275 WIREGRASS PARKWAY | |
| City: | WEST HENRIETTA | |
| State/Country: | NEW YORK | |
| Postal Code: | 14586 | |
| PROPERTY NUMBERS Total: 17 | | |
| Property Type | Number | |
| Patent Number: | 10870076 | |
| Patent Number: | 10926209 | |
| Patent Number: | 11103821 | |
| Application Number: | 15316376 | |
| Application Number: | 17382602 | |
| Application Number: | 29737110 | |
| Application Number: | 29737141 | |
| Application Number: | 29737148 | |
| Application Number: | 29737150 | |
| Application Number: | 29737154 | |
| Application Number: | 63389419 | |
| Application Number: | 62007886 | |
| Application Number: | 62049862 | |
| Application Number: | 62159314 | |
| Application Number: | 62192534 | |
| PCT Number: | US2020036576 | |
| PCT Number: | US2020037534 | |
| CORRESPONDENCE DATA | | |
| Fax Number: | (888)570-7381 | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | |
| PATENT | | |

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2025707380
Email: mail@remenicklaw.com
Correspondent Name: REMENICK PLLC
Address Line 1: 1025 THOMAS JEFFERSON ST., NW
Address Line 2: SUITE 175
Address Line 4: WASHINGTON, D.C. 20007

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|--------------------------------|----------|
| ATTORNEY DOCKET NUMBER: | 4076.030 |
|--------------------------------|----------|

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|---------------------------|---------------|
| NAME OF SUBMITTER: | MATTHEW SMITH |
|---------------------------|---------------|

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|-------------------|-----------------|
| SIGNATURE: | /Matthew Smith/ |
|-------------------|-----------------|

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|---------------------|------------|
| DATE SIGNED: | 09/06/2022 |
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Total Attachments: 13

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("IP Assignment"), dated as of August 25, 2022, is made by and between Celios Corporation, a Delaware corporation with an address of 160 Kimel Forest Drive, Winston-Salem, North Carolina 27103 ("**Seller**"), in favor of DSS PureAir, Inc., a Texas corporation with an address of 275 Wiregrass Parkway West Henrietta, New York 14586 ("**Buyer**"), the purchaser of the assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of August 25, 2022 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset 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 IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

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 IP**"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) 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;

(d) 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

(e) 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, dilution, 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 and the Commissioner for Trademarks in the United States Patent and Trademark Office,

and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP 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 Buyer shall reasonably request as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset 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 IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

5. Successors and Assigns. This IP 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 IP 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 IP 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

SELLER

Celios Corporation,
a Delaware corporation

By [Signature]
Name: Brian Packard
Title: President and Chief Executive Officer

STATE OF Massachusetts)
COUNTY OF Essex)SS.
)

On the 21st day of August, 2022, before me personally appeared Brian Packard, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity as the President and Chief Executive Officer of Celios Corporation, a Delaware corporation, and acknowledged the instrument to be the free act and deed of Celios Corporation for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public
Printed Name: Dean C. Baumeister

My Commission Expires: 9/29/25



AGREED TO AND ACCEPTED:

BUYER

DSS PureAir, Inc.,
a Texas corporation

By 

Name: Frank D. Heuszel
Title: President

STATE OF TEXAS

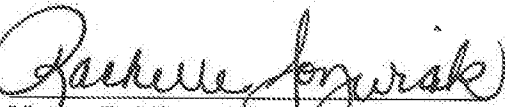
)

)SS.

COUNTY OF HARRIS

)

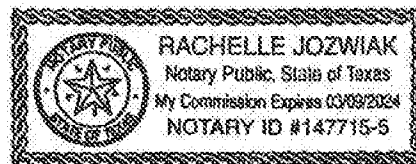
On the 25 day of August, 2022, before me personally appeared Frank D. Heuszel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity as the President of DSS PureAir, Inc., a Texas corporation, and acknowledged the instrument to be the free act and deed of DSS PureAir, Inc. for the uses and purposes mentioned in the instrument.



Notary Public

Printed Name: Rachelle Jozwiak

My Commission Expires: 03/09/2024



SCHEDULE 1**ASSIGNED PATENTS AND PATENT APPLICATIONS****1. Issued Patents**

| Country | Patent No. | Issue Date | Inventor(s) | Title |
|----------------|-------------------|-------------------|---|---|
| United States | 10,870,076 | 22-Dec-20 | Iyam Lynch Neil J. Campbell Stephen Dellinger Kris Grube Matthew Ditrollo | AIR FILTRATION SYSTEM, AIR FILTRATION DEVICE, AND AIR FILTRATION MODULE FOR USE THEREWITH |
| United States | 10,926,209 | 23-Feb-21 | Iyam Lynch Neil J. Campbell Stephen Dellinger Kris Grube Matthew Ditrollo | AIR FILTRATION SYSTEM, AIR FILTRATION DEVICE, AND AIR FILTRATION MODULE FOR USE THEREWITH |
| United States | 11,103,821 | 31-Aug-21 | Neil J. Campbell Iyam Lynch Stephen Dellinger Kris Grube Matthew Ditrollo | AIR FILTRATION SYSTEM, AIR FILTRATION DEVICE, AND AIR FILTRATION MODULE FOR USE THEREWITH |
| China | ZL201520382180.4 | 4-Jun-15 | Charles Eric Hunter Iyam Lynch Bradley G. Johnson J. Sid Clements Chengjie Li Dahua Xiao Matthew Ditrollo | SYSTEMS AND METHODS FOR REMOVING ULTRA-FINE PARTICLES FROM AIR |
| China | ZL201520379251.5 | 4-Jun-15 | Charles Eric Hunter Iyam Lynch Bradley G. Johnson J. Sid Clements Chengjie Li Dahua Xiao Matthew Ditrollo | SYSTEMS AND METHODS FOR REMOVING ULTRA-FINE PARTICLES FROM AIR |
| China | ZL201520379252.X | 4-Jun-15 | Charles Eric Hunter Iyam Lynch Bradley G. Johnson J. Sid Clements Chengjie Li Dahua Xiao Matthew Ditrollo | SYSTEMS AND METHODS FOR REMOVING ULTRA-FINE PARTICLES FROM AIR |

| | | | | |
|---|------------------|------------|---|--|
| China | ZL201520379240.7 | 4-Jun-15 | Charles Eric Hunter Iyam Lynch Bradley G. Johnson J. Sid Clements Chengjie Li Dahua Xiao Matthew Ditrollo | SYSTEMS AND METHODS FOR REMOVING ULTRA- FINE PARTICLES FROM AIR |
| China | ZL201520379239.4 | 4-Jun-15 | Charles Eric Hunter Iyam Lynch Bradley G. Johnson J. Sid Clements Chengjie Li Dahua Xiao Matthew Ditrollo | SYSTEMS AND METHODS FOR REMOVING ULTRA- FINE PARTICLES FROM AIR |
| China | ZL201580056681.6 | 14-Sep-15 | Joseph Cazier Shawn M. Bergman Charles Eric Hunter Iyam Lynch J. Sid Clements Bradley G. Johnson | SYSTEMS AND METHODS FOR AIR FILTRATION MONITORING |
| Canada | 3096115 | 11-Sept-21 | Iyam Lynch Neil J. Campbell Stephen Dellinger Kris Grube Matthew Ditrollo | AIR FILTRATION SYSTEM, AIR FILTRATION DEVICE, AND AIR FILTRATION MODULE FOR USE THEREWITH |
| Hong Kong | HK1248634 | 14-Jan-22 | Joseph Cazier Shawn M. Bergman Charles Eric Hunter Iyam Lynch J. Sid Clements Bradley G. Johnson | SYSTEMS AND METHODS FOR AIR FILTRATION MONITORING |
| World Intellectual Property Organization | DM/213414 | 5-Dec-20 | Iyam Lynch Neil J. Campbell Michelle Campbell | AIR PURIFYING DEVICE |
| United Kingdom | DM/213414 | 5-Dec-20 | Iyam Lynch Neil J. Campbell Michelle Campbell | AIR PURIFYING DEVICE |
| Japan | DM/213414 | 5-Dec-20 | Iyam Lynch Neil J. Campbell Michelle Campbell | AIR PURIFYING DEVICE |
| Singapore | DM/213414 | 5-Dec-20 | Iyam Lynch Neil J. Campbell Michelle Campbell | AIR PURIFYING DEVICE |
| Republic of Korea | DM/213414 | 5-Dec-20 | Iyam Lynch Neil J. Campbell Michelle Campbell | AIR PURIFYING DEVICE |

2. Patent Applications Pending

| Country | Serial No. | Filing Date | Inventor(s) | Title |
|---------------|------------|-------------|---|--|
| United States | 15/316,376 | 5-Dec-16 | Charles Eric Hunter Iyam Lynch Bradley G. Johnson J. Sid Clements Chengjie Li Dahua Xiao Matthew Ditrollo | SYSTEMS AND METHODS FOR REMOVING ULTRA-FINE PARTICLES FROM AIR |
| United States | 17/382,602 | 22-Jul-21 | Neil J. Campbell Iyam Lynch Stephen Dellinger Kris Grube Matthew Ditrollo | AIR FILTRATION SYSTEM, AIR FILTRATION DEVICE, AND AIR FILTRATION MODULE FOR USE THEREWITH |
| United States | 29/737,110 | 5-Jun-20 | Iyam Lynch Neil J. Campbell Michelle Campbell | AIR FILTRATION SYSTEM |
| United States | 29/737,141 | 5-Jun-20 | Iyam Lynch Neil J. Campbell Michelle Campbell | AIR FILTRATION STAND |
| United States | 29/737,148 | 5-Jun-20 | Iyam Lynch Neil J. Campbell Michelle Campbell | AIR FILTRATION MODULE |
| United States | 29/737,150 | 5-Jun-20 | Iyam Lynch Neil J. Campbell Michelle Campbell | AIR FILTRATION MODULE |
| United States | 29/737,154 | 5-Jun-20 | Iyam Lynch Neil J. Campbell Michelle Campbell | AIR FILTRATION DEVICE |
| United States | 63/389,419 | 15-Jul-22 | Charles Eric Hunter Iyam Lynch | HVAC ULTRA-HIGH PARTICLE AND PATHOGEN REMOVAL SYSTEM |
| United States | 62/007,886 | 4-Jun-14 | Charles Eric Hunter Iyam Lynch Bradley G. Johnson J. Sid Clements | Low Power Respirator to Remove Ultrafine Particles |
| United States | 62/049,862 | 12-Sep-14 | Joseph Cazier Shawn M. Bergman Charles Eric Hunter Iyam Lynch | PERSONAL RESPIRATORS AND AIR FILTRATION SYSTEMS WITH DATA CAPTURE AND DATA ANALYTICS THERETO |

| | | | | |
|---------------|--------------|-----------|--|---|
| United States | 62/159,314 | 10-May-15 | J Sid Clements Iyam Lynch Bradley G. Johnson Stephen Dellinger Charles Eric Hunter | SMALL, LIGHTWEIGHT, LOW POWER, PERSONAL RESPIRATOR WITH LOW FACE VELOCITY TO REMOVE ULTRAFINE PARTICLES |
| United States | 62/192,534 | 14-Jul-15 | J Sid Clements Iyam Lynch Bradley G. Johnson Stephen Dellinger Charles Eric Hunter | SMALL, LIGHTWEIGHT, LOW POWER, PERSONAL RESPIRATOR WITH LOW FACE VELOCITY TO REMOVE ULTRAFINE PARTICLES |
| India | 201617043010 | 4-Jun-15 | Charles Eric Hunter Iyam Lynch Bradley G. Johnson J. Sid Clements Chengjie Li Dahua Xiao Matthew Ditrolino | SYSTEMS AND METHODS FOR REMOVING ULTRA-FINE PARTICLES FROM AIR |
| Canada | 202608 | 5-Dec-20 | Iyam Lynch Neil J. Campbell Michelle Campbell | AIR PURIFYING DEVICE |
| Canada | 202609 | 5-Dec-20 | Iyam Lynch Neil J. Campbell Michelle Campbell | BASE FOR AIR PURIFIER |
| Canada | 202610 | 5-Dec-20 | Iyam Lynch Neil J. Campbell Michelle Campbell | FILTER FOR AIR PURIFIER |
| Canada | 202611 | 5-Dec-20 | Iyam Lynch Neil J. Campbell Michelle Campbell | FILTER FOR AIR PURIFIER |

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|---|-------------------|-----------|---|---|
| World Intellectual Property Organization | PCT/US2020/036576 | 8-Jun-20 | Iyam Lynch Neil J. Campbell Stephen Dellinger Kris Grube Matthew Ditrolio | AIR FILTRATION SYSTEM, AIR FILTRATION DEVICE, AND AIR FILTRATION MODULE FOR USE THEREWITH |
| World Intellectual Property Organization | PCT/US2020/037534 | 12-Jun-20 | Iyam Lynch Neil J. Campbell Stephen Dellinge Kris Grube Matthew Ditrolio | AIR FILTRATION SYSTEM, AIR FILTRATION DEVICE, AND AIR FILTRATION MODULE FOR USE THEREWITH |

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Registered Celios Trademarks

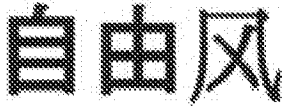
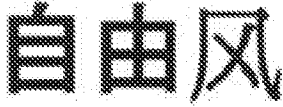
| Country | Registration Number | Registration Date | Registrant | Mark |
|---------------|---------------------|-------------------|--------------------|--------|
| United States | 5874902 | 1-Oct-19 | Celios Corporation | Celios |
| CA | 2026823 | 27-Mar-20 | Celios Corporation | Celios |
| CN | 1529125 | 27-Mar-20 | Celios Corporation | Celios |
| GB | WO0000001529125 | 27-Mar-20 | Celios Corporation | Celios |

2. Pending Celios Trademark Applications

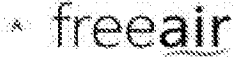


| Country | Serial Number | Filing Date | Applicant | Mark |
|---------------|---------------|-------------|--------------------|-----------------------|
| United States | 97250231 | 2-Feb-22 | Celios Corporation | Cleanroom-Quality Air |

3. Registered Free Air Trademarks

| Country | Registration Number | Registration Date | Registrant | Mark |
|---------|---------------------|-------------------|----------------|--|
| CN | 16468489 | 11-Mar-15 | Free Air, Inc. | FU ZI LAI |
| CN | 16468490 | 11-Mar-15 | Free Air, Inc. | FU ZI LAI |
| CN | 16468487 | 11-Mar-15 | Free Air, Inc. | FU ZI LAI in Chinese Characters 馥自来 |
| CN | 16468488 | 11-Mar-15 | Free Air, Inc. | FU ZI LAI in Chinese Characters 馥自来 |
| CN | 16468485 | 11-Mar-15 | Free Air, Inc. | ZI YOU FENG |
| CN | 16468486 | 11-Mar-15 | Free Air, Inc. | ZI YOU FENG |
| TW | 104007134 | 5-Feb-15 | Free Air, Inc. | FREE AIR |

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|----|-----------|----------|----------------|--|
| TW | 104007132 | 5-Feb-15 | Free Air, Inc. | <p>FREEAIR & Design</p>  |
| TW | 104007136 | 5-Feb-15 | Free Air, Inc. | <p>Translation of Free Air</p>  |
| TW | 104007137 | 5-Feb-15 | Free Air, Inc. | <p>Translation of Free Air</p>  |

4. Pending Free Air Trademarks

| Country | Serial Number | Filing Date | Applicant | Mark |
|---------|---------------|-------------|----------------|---|
| HK | 303296872 | 6-Feb-15 | Free Air, Inc. | FREE AIR |
| HK | 303296863 | 6-Feb-15 | Free Air, Inc. | <p>FREE AIR & Design in (A) Color, (B) Greyscale, and (C) Black and White</p>    |

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|----|-----------|-----------|----------------|--|
| HK | 303307446 | 16-Feb-15 | Free Air, Inc. | <p>FREE AIR in (A) Simplified and (B) Traditional Chinese Characters in a Series</p> <p>A 自由风</p> <p>B 自由風</p> |
| HK | 303307464 | 16-Feb-15 | Free Air, Inc. | ZI JAU FUNG |
| HK | 303307455 | 16-Feb-15 | Free Air, Inc. | ZI YOU FENG |
| MO | N/095687 | 16-Feb-15 | Free Air, Inc. | <p>FREE AIR & Design in Black and White (Cl. 009)</p> <p>freeair</p> |
| MO | N/095688 | 16-Feb-15 | Free Air, Inc. | <p>FREE AIR & Design in Black and White (Cl. 011)</p> <p>freeair</p> |
| MO | N/095689 | 16-Feb-15 | Free Air, Inc. | FREE AIR (Cl. 009) |
| MO | N/095690 | 16-Feb-15 | Free Air, Inc. | FREE AIR (Cl. 011) |
| MO | N/096149 | 16-Feb-15 | Free Air, Inc. | <p>FREE AIR in Traditional Chinese Characters (Cl. 009)</p> <p>自由風</p> |

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|----|----------|-----------|----------------|---|
| MO | N/096150 | 16-Feb-15 | Free Air, Inc. | FREE AIR in Traditional Chinese Characters (Cl. 011) 自由風 |
| MO | N/096153 | 16-Feb-15 | Free Air, Inc. | ZI JAU FUNG (Cl. 009) |
| MO | N/096154 | 16-Feb-15 | Free Air, Inc. | ZI JAU FUNG (Cl. 011) |
| MO | N/096151 | 16-Feb-15 | Free Air, Inc. | ZI YOU FENG (Cl. 009) |
| MO | N/096152 | 16-Feb-15 | Free Air, Inc. | ZI YOU FENG (Cl. 011) |