

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT
RESUBMIT DOCUMENT ID:	507377014
CONVEYING PARTY DATA	
Name	Execution Date
QISAB ENTERPRISES AB	06/11/2021
RECEIVING PARTY DATA	
Name:	SAS ALTIMET
Street Address:	298 ALLEÉ DU LARRY
City:	MARIN
State/Country:	FRANCE
Postal Code:	74200
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15753177
Patent Number:	9453725
CORRESPONDENCE DATA	
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DATE SIGNED:	09/19/2022
Total Attachments: 10	
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ASSET TRANSFER AGREEMENT

between

**The bankruptcy estate of QISAB Enterprises AB
and the bankruptcy estate of QIS Metrologies AB**

on one hand

and

SAS Altimet

on the other hand

Regarding assets of the bankruptcy estates

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This asset transfer agreement (the "Agreement") is entered into on the 11 of June 2021 between:

- (1) The bankruptcy estate of QISAB Enterprises AB, 559246-6832, c/o Advokatbyrån Hallgren & Partners, Box 363, 301 09 Halmstad ("the Seller") (VAT SE642110358801)

The bankruptcy estate of QIS Metrologies AB, 559246-6824, c/o Advokatbyrån Hallgren & Partners, Box 363, 301 09 Halmstad
- (2) SAS ALTIMET, SARET, 479 696 445 000 36, R.C.S Thonon-les-Bains, 298 allée du Larry, ZA le Larry, Batiment Ivomar, F - 74200 Marin, France ("the Buyer")

The parties are hereinafter referred to individually as a "Party" and together as the "Parties".

1. BACKGROUND INFORMATION

- 1.1 QISAB Enterprise AB ("QISAB"), which is a limited liability company governed under Swedish law, was declared bankrupt on the 1st of April 2021. The case number at the bankruptcy court (Halmstad tingsrätt) is K 901-21. By the decision, Lawyer Otto Hallgren was appointed as the bankruptcy administrator.
- 1.2 QISAB bought through an agreement of the 26th of March 2020 the assets of the bankruptcy estate of QSO Interferometer Systems AB ("QSO"). QSO was founded in 2013 by Professor Lars BÅåth to commercialize novel metrology technology developed as part of a multi-year EU project together with Fraunhofer Institute. QSO's patented Coherent Wave Scanner ("CWS") system quantitatively measures parameters of surface quality on metals and other hard materials. QSO and QISAB has protected their know-how with several patents.
- 1.3 ALTIMET was established in 2004 and is a leader in surface metrology instruments in France and Switzerland and develops its markets around the world. ALTIMET has about 20 years of experience in surface metrology and designs a range of profilers with chromatic confocal sensors. As a manufacturer, ALTIMET provides R&D, engineering, assembly, sales, and technical support of its range of instruments worldwide.

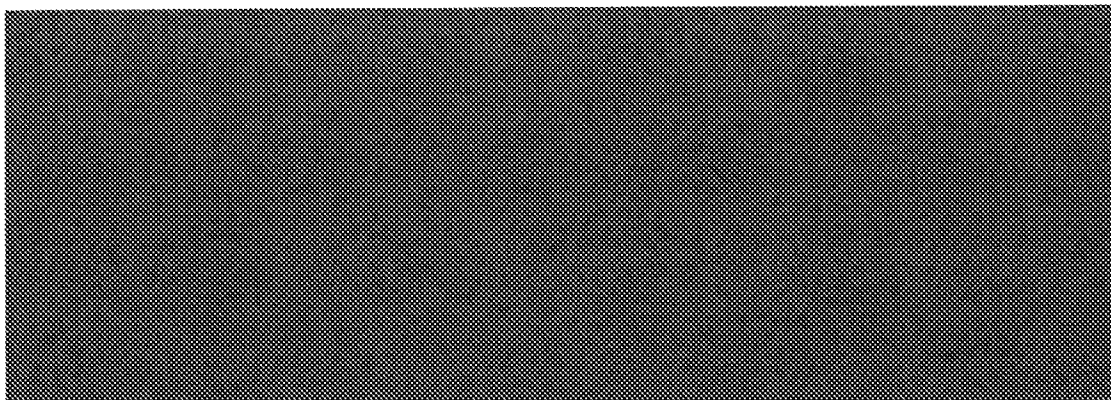
2. SALE AND PURCHASE OF THE ASSETS

- 2.1 The assets sold and purchased through this agreement is defined as the assets mentioned in Appendix 1 (the "Assets").
- 2.2 Subject to the terms of this Agreement, the Seller shall, through selling, transfer the ownership of the Assets. The Buyer shall purchase and accept the transfer from the

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Seller. The aforementioned shall take place on the day on which the representative of both Parties have signed the agreement (the "Closing Day").

3. PURCHASE PRICE



4. GUARANTEES

- 4.1 The Seller does not leave any guarantees regarding the current condition or state of Assets and the Assets are sold as-is.
- 4.2 The Buyer accepts the Assets in its current condition and agrees not to direct any claims towards the Seller with respect to the conditions or state of the Assets.
- 4.3 The Buyer is aware that the Seller is a bankruptcy estate and therefor only has limited knowledge about the Assets and that the Seller cannot establish guarantees regarding the Assets.

5. LIABILITIES, OBLIGATIONS AND CONTRACTS

- 5.1 The Seller has, since the day of the bankruptcy of QISAB, paid annual fees and other costs due for payment up until the Closing Day in order to maintain the Patents. The Buyer assumes responsibility for all fees and other costs associated with Patents that are due for payment after the Closing Day and/or that are associated with the transfer of title to the Patents to the Buyer. The Buyer assumes no responsibility for other costs/fees that are due for payment before the Closing Day.
- 5.2 The Seller has, since the day of the bankruptcy of QISAB, paid some costs and fees in the ongoing processes with registering the Pending Patents, leaving to a new buyer to

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decide what processes to continue or not continue. The Buyer assumes responsibility for all fees and other costs associated with the Pending Patents that are due for payment after the Closing Day (including such costs and fees that the Seller has postponed in agreement with Valea) and/or that are associated with the transfer of title to the Pending Patents to the Buyer. The Buyer assumes no responsibility for other costs/fees that are due for payment before the Closing Day.

5.3 The Seller has paid the patent bureau Valea advance payments for preliminary costs in accordance with the above, and the Seller will instruct Valea to pay back any amount not used by Valea up until the Closing Day. The Seller will also upon the Closing Day notice Valea that Buyer has assumed title to the Patents and the Pending Patents, and that the Buyer has assumed responsibility for all future fees and other costs after the Closing Day.

5.4 The Assets are located on the address Montörgatan 7, Halmstad where QISAB has been having its business. The Buyer is obliged to enter into a new rental agreement with the landlord to be permitted to store the Assets at the location. If so is not done, the Buyer is responsible from the Closing Day to remove the Assets from the housing.

6. EMPLOYEES

No employment contracts are transferred to the Buyer.

7. CLOSING

7.1 On the Closing Day and given that the Buyer fulfills his obligations in 7.2, the Seller shall transfer the full ownership of the Assets to the Buyer without any right to retention or else.

7.2 On the Closing Day, the Buyer shall:

7.2.1 pay the Purchase Price to the Seller at the Seller's bank account in Danske Bank with the following specifics:

IBAN: SE031200 0000 0138 4011 1811

BIC/SWIFT: DABASESX

7.2.2 take possession of and assume all rights and transferred obligations, and the title to all the Assets.

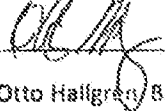
8. GOVERNING LAW AND DISPUTES

8.1 This Agreement is governed by and shall be construed in accordance with Swedish law.

8.2 Any dispute, controversy or claim arising out of or in connection with this Agreement shall be finally settled by the district court of Halmstad.

Representing the Seller


HALMSTAD 11/6 2021



Otto Hallgren Bankruptcy Administrator

(Appendix 2-3)

Representing the Buyer


_____ 11/6 2021

Mr Serge Carras, CEO

Appendix 1 – List of Assets

Patents*

- QISAB's international patent concerning the CWS system (WO 2014/126526 A1) which was accepted and published August 21st, 2014. National patents have been approved in e.g. USA, Europe, China and India.
- QISAB's international patent (PCT) concerning its white light interferometer band-width synthesis ("BWS") technology (WO 2017/028896 A1) was accepted and published in February 2017. National patents have been approved in Europe, USA and China and are pending in India.

* The Patents included in this Agreement is specified in Appendix 1.1. The Patents was acquired by QISAB by the agreement in Appendix 1.2.

Hardware

- Five assembled CWS systems
 - 1 auto ready CWS system with computer mounted in robot cell (symplexity) at IPT Aachen
 - 2 auto ready CWS systems in Halmstad
 - 1 manual 4x4 CWS system in Halmstad*
 - 1 manual 1x1 CWS system in Halmstad
- One manual PWS prototype unit
- Additional hardware, tools, office inventory, etc. in accordance with Attachment 1.3.

* Owned by the subsidiary QIS Metrologies AB in bankruptcy, in which Otto Hallgren is the administrator. The asset is included in the sale and subject to the same terms and conditions.

Software

- Company-developed software to run the CWS unit (robot control, data acquisition, data analysis, database management, SPC module, etc.). Built in standard MATLAB and LabVIEW environments, running on Windows Server.

Existing customer relationships

- QISAB's predecessor participated in a significant EU research project called SYMPLEXITY (<https://www.symplexity.eu/>) from 2015 to 2018 and thereby developed relationships with significant industry participants such as Fraunhofer, Autodesk, SIR S.p.a., Romagnani Stampi S.R.L, Aalen University and Halmstad University.

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- QISAB has developed a significant pipeline of customer opportunities that could be a valuable starting point for a new owner. Due to confidentiality this list of prospects and discussions will be shared at a later stage.

Others

- Web pages and domain names held by the Seller.

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