

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7602993

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	QOLIBRI, INC.	08/22/2022
RECEIVING PARTY DATA		
Name:	EDWARDS VACUUM LLC	
Street Address:	6416 INDUCON DRIVE	
City:	SANBORN	
State/Country:	NEW YORK	
Postal Code:	14132	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	16893504	
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:	6167522000	
Email:	patents@wnj.com	
Correspondent Name:	WARNER NORCROSS + JUDD LLP	
Address Line 1:	150 OTTAWA AVE. NW, SUITE 1500	
Address Line 4:	GRAND RAPIDS, MICHIGAN 49503	
ATTORNEY DOCKET NUMBER:	205156.205878 (P-204A)	
NAME OF SUBMITTER:	CATHERINE S. COLLINS	
SIGNATURE:	/catherine s. collins/	
DATE SIGNED:	10/21/2022	
Total Attachments: 6		
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ASSIGNMENT (M19A214)

QOLIBRI INC

and

EDWARDS VACUUM LLC

A IO PApp3 - May 2020 Edition

This Agreement is made on the 22 day of August 2022

BETWEEN

1. **COLIBRI INC.**, a company duly incorporated in DELAWARE, USA, whose principal place of business is at 1830 Sierra Gardens Drive, Suite 80, Roseville, CA 95661 (the "Assignor")

AND

2. **EDWARDS VACUUM LLC** a company duly incorporated in DELAWARE, USA (Company registered number 405376), whose registered office is at 6416 INDIAN DRIVE, SANBORN, NY 14132, USA (the "Assignee")

The Assignor and the Assignee each referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WHEREAS

- A. The Assignor and the Assignee are Affiliates (as such term is defined below) and are both members of the Vacuum Technique Business Area of the Atlas Copco group ("VT").
- B. The Assignor is the applicant for the Patent Application (as defined below).
- C. In line with VT's internal policies, the Parties have agreed that the Patent Application would be transferred to the Assignee. The Parties are therefore entering into this Agreement to assign the Patent Application into the sole ownership of the Assignee and to ensure that the full legal and beneficial title and rights in or to the Patent Application vests in the Assignee.

IN CONSIDERATION of the mutual promises in this Agreement and the sum of one dollar (\$1) paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the Parties **HEREBY AGREE** as follows:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the following expressions shall have the following meanings unless the context requires otherwise:

"Affiliate" means, in relation to a Party, any body corporate, wherever incorporated, which is controlled by, controls or is under common control with that Party, control being the ability to exercise more than 50 percent of the voting rights generally exercisable in respect of an entity or to appoint a majority of the board of directors of that entity;

"Intellectual Property Rights" means all intellectual property rights, including (without limitation) patents, petty patents, utility models, know-how, trade marks, database rights, rights in designs, copyrights and topography rights (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights) and all other proprietary knowledge and information, and all protection of a similar nature or having equivalent or similar effect to any of these which may subsist

anywhere in the world, in each case for their full term, and together with any renewals or extensions;

"Invention" means the invention which is the subject matter of the Patent Application; and

"Patent Application" means the patent application identified in Schedule 1.

1.2 In this Agreement unless otherwise expressly provided or unless the context requires otherwise:

1.2.1 references to the singular include the plural and vice versa;

1.2.2 references to Clauses and Schedules are to clauses of, and schedules to, this Agreement;

1.2.3 references to laws and statutory provisions shall include reference to any subordinate legislation made pursuant thereto and shall be construed as referring to those laws, provisions and subordinate legislation as respectively amended or re-enacted from time to time; and

1.2.4 the headings of this Agreement are for ease of reference only and are not part of this Agreement for the purposes of construction.

1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and accordingly any reference to this Agreement includes the Schedules.

2. ASSIGNMENT

2.1 The Assignor hereby assigns, including, without limitation, by way of present assignment of future rights, with full title guarantee, to the Assignee:

2.1.1 all the Assignor's right, title and interest in and to the Invention and the full and exclusive benefit of the Invention throughout the world;

2.1.2 all the Assignor's right, title and interest in and to the Patent Application and the right to file any other applications for the Invention, the right to claim priority from the Patent Application and any other such application, the right to prosecute and obtain the grant of patent protection or any other form of registered protection and/or any other similar forms of protection in respect of the Invention in any country or territory or group of territories, together with all rights, privileges and advantages associated with them throughout the world, including, but not limited to, the right to claim priority from the Patent Application and any such other application;

2.1.3 the right to file divisional applications, continued prosecution applications, continuation applications and continuations in part applications based on the Patent Application and/or any other patent application for the Invention and to prosecute and obtain grant of a patent from each and any such divisional application continued prosecution applications, continuation applications and continuations in part applications;

2.1.4 the absolute entitlement to any patents granted pursuant to the Patent Application and/or pursuant to any other applications filed in respect of the Invention;

- 2.1.5 the absolute entitlement to any other forms of registered and/or similar protection granted pursuant to any applications filed in respect of the invention;
- 2.1.6 such rights of action as the Assignor may have in relation to the invention and/or Patent Application; and
- 2.1.7 any and all other rights in or to the invention and/or Patent Application, together with any other Intellectual Property rights in or to the invention.

3 FURTHER ASSURANCE

- 3.1 The Assignor shall provide such assistance (including, but not limited to, making relevant employees available) and shall execute and shall procure that any relevant employees and third parties (including, but not limited to, any consultants and contractors) execute such documents as the Assignee may reasonably require:

- 3.1.1 to give effect to this Agreement and to ensure that the full title to the rights assigned, transferred and granted under this Agreement are vested in the Assignee, including, but not limited to, executing any separate confirmatory assignment documents, confirming and/or evidencing the assignment, executing any internal inventorship forms, executing a declaration of inventorship, executing any national, regional or international patent office documents that require an inventor signature and obtaining any necessary notarisations and/or legalisation, if requested to do so; and
- 3.1.2 to co-operate and assist in the filing and prosecution of the Patent Application and any other applications in respect of the invention and/or in the defence of any claim, opposition, examination, enforcement and/or any other proceedings that may arise in connection with the invention and/or Patent Application and any other applications made and/or patents granted in respect of the invention.

4 INVENTOR REMUNERATION

The Assignor shall be solely responsible for paying any remuneration, award or other compensation to any of its employees or other personnel who contributed to the generation of the invention that may be due from the filing and prosecution of the Patent Application and/or any other patent applications or other registered protection for the invention and/or the use and/or exploitation of and/or other dealing with the invention, the Patent Application and/or any other patent applications or registered protection for the invention.

5 NOTICES

Any notice to be given under this Agreement shall be given in writing and delivered personally, by first class prepaid letter or pre-paid airmail and sent to the address set out at the beginning of this Agreement for the Party or such other address as a Party may notify to the other Party in writing from time to time. Any such notice shall be deemed to have been received in the case of deliveries by hand, at the time of delivery and in the case of first class post, 48 hours after posting or in the case of pre-paid airmail, 5 business days after posting. For the avoidance of doubt, notice given under this Agreement shall not be validly served if sent by email.

6 ENTIRE AGREEMENT

Each Party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or

negligently) that is not expressly set out in this Agreement. Nothing in this Clause shall limit or exclude any liability for death or personal injury or for fraud.

7 **COSTS**

Each Party shall bear its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this Agreement and any documents referred to in it.

8 **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same document.

9 **GOVERNING LAW**

9.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Delaware.

9.2 The Parties irrevocably agree that the courts of Delaware shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF the Parties have executed this Agreement on the date written above

SIGNED by
duly authorized for
and on behalf of
QOLIBRI INC

} Kate (Signature)
} Kate Wilson (Name)
} Director (Title)

SIGNED by
duly authorized for
and on behalf of
EDWARDS VACUUM LLC
acting by its attorney Kate
Rawlins, appointed under a
power of attorney dated
26 January 2022

} Kris (Signature)
} Kate Rawlins (Name)
} Head of Intellectual Property (Title)

SCHEDULE 1

THE PATENT APPLICATION

VT Case References	Title	Patent Application No.	Application Date
M19A214-US	Liquid Filter Apparatus For Gas/Solid Separation For Semiconductor Processes	US 16/893,504	05 June 2020
M19A214-WOCH	Liquid Filter Apparatus For Gas/Solid Separation For Semiconductor Processes	CN 202090058104	05 June 2020
M19A214-WOEP	Liquid Filter Apparatus For Gas/Solid Separation For Semiconductor Processes	EP 20818918.3	05 June 2020