507571186 10/31/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7618075

SUBMISSION TYPE:			NEW ASSIGNMENT		
NATURE OF CONVEYANCE:			ASSIGNMENT		
CONVEYING PARTY	ΟΑΤΑ		•		
			Name	Execution Date	
C2SENSE, INC.				09/21/2022	
RECEIVING PARTY D	ΔΤΔ				
Name: SEALED AIR CORPORATION					
Street Address:	2415 C	2415 CASCADE POINTE BOULEVARD			
City:	CHARL	CHARLOTTE			
State/Country:	NORTH	NORTH CAROLINA			
Postal Code:	28208	28208			
PROPERTY NUMBER					
Property Type		Number			
Application Number:		17073240			
Application Number:		17073229			
CORRESPONDENCE	DATA				
Fax Number:					
			e-mail address first; if that is uns hat is unsuccessful, it will be sen		
Email:	-		nts@sealedair.com		
Correspondent Name: S		SEALED AIR CORPORATION			
		2415 CASCADE POINTE BOULEVARD			
Address Line 4:		CHAI	RLOTTE, NORTH CAROLINA 2820)8	
NAME OF SUBMITTER:			DANIEL BUNIMOVICH		
SIGNATURE:		/Daniel Bunimovich/			
DATE SIGNED:			10/31/2022		
Total Attachments: 5					
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("<u>Assignment Agreement</u>"), is entered into as of September 21, 2022, by and between C2Sense, Inc., a Delaware corporation ("<u>Seller</u>") and Sealed Air Corporation, a Delaware corporation ("<u>Buyer</u>"). Buyer and Seller are each referred to herein individually as a "<u>Party</u>" and collectively, as the "<u>Parties</u>."

RECITALS

WHEREAS, Seller possesses certain rights in and to the patents and patent applications (and patents issuing on such applications) set forth on <u>Schedule A</u> attached hereto and incorporated herein by reference (collectively, the "<u>Patent Rights</u>") and the invention(s) described and/or claimed in the Patent Rights (the "<u>Inventions</u>") (the Patent Rights and Inventions together, the "<u>Assigned Patents</u>");

WHEREAS, Seller and Buyer have entered in that certain Asset Purchase Agreement, dated as of the date even herewith (the "<u>APA</u>"); and

WHEREAS, under the terms of the APA, Seller has conveyed, transferred, and assigned to Buyer the Assigned Patents, and has agreed to execute and deliver this Assignment Agreement, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. <u>Assignment</u>. Seller hereby irrevocably conveys, transfers, and assigns to Buyer and its successors and assigns, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

- (a) the Inventions;
- (b) the Patent Rights;

(c) any such other patents or application(s) for patent and/or registered design of the United States or other countries as may issue or claim priority to, and/or the benefit of, at least one of the Patent Rights or any application(s) for patent claiming the Invention(s), including any priority application(s), substitute application(s), division(s), continuation(s), non-provisional(s), reissue(s), reexamination(s), review(s), extension(s), and continuation(s)-in-part;

(d) rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent;

(e) 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

PATENT REEL: 061590 FRAME: 0505 (f) any and all claims and causes of action with respect to any of the foregoing (including filing and prosecuting opposition, cancellation and similar proceedings), whether accruing before, on, or after the date hereof, including the right to recover any and all past, present, and future damages, restitution, and injunctive and other legal and equitable relief, including provisional or other royalties, for any and all past, present, and future infringements, misappropriation, violation, misuse, breach, or default of said Assigned Patents and the application(s) for patent and/or registered design identified in the preceding paragraphs (b)-(d) and of any and all patent(s) and/or registered design(s) granted based thereon in the United States and in all other countries, 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. Following the date hereof, Seller shall sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done to effect, evidence, record, obtain, maintain, enforce, defend, or perfect the assignment of the Assigned Patents to Buyer, or any Buyer or successor or assign thereto, or otherwise in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Assigned Patents, said Patent Rights, including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, Inter partes reviews, supplemental examinations, etc.) without charge to the Buyer, its successors, legal representatives, and assigns, but at the cost and expense of the Buyer, its successors, legal representatives, and assigns. Seller does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Assigned Patents and title thereto as the property of Buyer, its successors, assigns, or legal representatives in accordance with the terms of this instrument. Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents, as Seller's agents and attorneys-in-fact to act for and in behalf and instead of Seller, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Seller.

3. <u>Counterparts</u>. Seller and Buyer understand that electronic signatures are acceptable and that, by signing electronically, signatories agree to the use of electronic signatures. Buyer and Seller also agree that multiple copies of this Assignment Agreement may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Buyer and Seller.

4. <u>Terms of the APA</u>. The Parties acknowledge and agree that this Assignment Agreement is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

5. <u>Successors and Assigns</u>. The right, title and interest assigned hereunder is to be held and enjoyed by Buyer and Buyer's successors and assigns as fully and exclusively as it would have been held and enjoyed by Seller had this assignment not been made. This Assignment Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6. <u>Governing Law</u>. This Assignment Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement as of the date first set forth above.

SELLER

C2SENSE, INC.

Eric keller

By: _ Name: Eric Keller Title: Secretary

BUYER

SEALED AIR CORPORATION

By: _____ Name: Sergio Pupkin Title: SVP & Chief Growth and Strategy Officer

Address:

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement as of the date first set forth above.

SELLER

C2SENSE, INC.

By: _____ Name: Eric Keller Title: Secretary

Address:

BUYER

By:

SEALED AIR CORPORATION

--- DocuSigned by:

Sergio Pupkin

Name: Sergio Pupkin Title: SVP & Chief Growth and Strategy Officer

Address:

SCHEDULE A

- 1. US 2021/0116378 A1
- 2. US 2021/0116377 A1

RECORDED: 10/31/2022