

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT7669197

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MAX CHALFIN	11/16/2022
ANDREW THOMPSON	11/16/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RUNNING TIDE TECHNOLOGIES, INC.
<b>Street Address:</b>	P.O. BOX 10304
<b>City:</b>	PORTLAND
<b>State/Country:</b>	MAINE
<b>Postal Code:</b>	04104
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17957681
<b>PCT Number:</b>	US2022077404
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)842-7899
<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>	
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<b>Address Line 2:</b>	PATENT GROUP
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004-2400
<b>ATTORNEY DOCKET NUMBER:</b>	RUNN-006/01US AND WO
<b>NAME OF SUBMITTER:</b>	MICHAEL WINTERNITZ
<b>SIGNATURE:</b>	/Michael D. Winternitz/
<b>DATE SIGNED:</b>	11/30/2022
<b>Total Attachments: 5</b>	
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**PATENT**

**REEL: 061924 FRAME: 0837**

ASSIGNMENT

**Max CHALFIN**, residing at 151 W 86th Street, Apt 6C, New York, NY 11217; **Andrew THOMPSON**, residing at 122 South Street, Biddeford, ME 04005 (each referred to as “Assignor”) have jointly made with **Margaux MARTIN-FILIPPI** an invention(s) (the “Invention(s)”) set forth in an application for patent entitled **SYSTEMS AND METHODS FOR QUANTIFYING AND/OR VERIFYING OCEAN-BASED INTERVENTIONS FOR SEQUESTERING CARBON DIOXIDE**, and which is a:

- (1) ☐ provisional application  
(a) ☐ to be filed herewith; or  
(b) ☐ bearing Application No. , and filed on ;
- (2) ☒ non-provisional application  
(a) ☐ to be filed herewith; or  
(b) ☒ bearing Application No. **17/957,681**, and filed on September 30, 2022;  
and/or
- (3) ☒ PCT application  
(a) ☒ bearing Application No. **PCT/US2022/077404**, and filed on  
on September 30, 2022;  
and/or
- (4) ☐ attached hereto.

wherein the above application(s) claim(s) priority to:

Country	Application No.	Application filing date

**WHEREAS, Running Tide Technologies, Inc.**, a corporation having its principal place of business at P.O. Box 10304, Portland, ME 04104 (the “Assignee”), its successors, legal representatives and assigns, is desirous of acquiring the Assignors’ entire right, title, and interest in: the Invention(s); the application(s) for patent and/or registered design identified above; the right to file applications for patent and/or registered design of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these

application(s); and any and all patent(s) and/or registered design(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that an Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if an Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of said prior agreement, each Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above;
- (c) the right to file applications for patent and/or registered design of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent and/or registered design of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent and/or registered design of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent and/or registered design claiming the Invention(s), including any priority application(s), substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent and/or registered design identified in the preceding paragraphs (b)-(e) and of any and all patent(s) and/or registered design(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) and/or registered design(s) of the United States or other countries that may be granted for or on any application for patent and/or registered design(s) identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s) and/or registered design(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

Each Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the Assignor's entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents. Each Assignor also hereby represents that, except for said prior agreement, if applicable, the Assignor has not previously sold, transferred, or encumbered any part of Assignor's right, title, and interest in the Invention(s).

Each Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), said registered design(s), and said patent(s), 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 Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

Each Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

Each Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the use and behalf of the Assignee, its successors, legal representatives, and assigns.

Assignor(s) and Assignee(s) understand that electronic signatures are acceptable and that, by signing electronically, signatories agree to the use of electronic signatures.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Max Chalfin

Date: November 16, 2022  
\_\_\_\_\_

By: *Andrew Thompson*  
\_\_\_\_\_  
Andrew Thompson

For and on behalf of ASSIGNEE:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Matthew Jordan Odlin  
Title: CEO  
Company: Running Tide Technologies, Inc.

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DRAFT 11/07/22

Date: November 16, 2022

By: Max Chalfin  
Max Chalfin

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Andrew Thompson

For and on behalf of ASSIGNEE:

Date: November 30, 2022

By: M J Odlin  
Name: Matthew Jordan Odlin  
Title: CEO  
Company: Running Tide Technologies, Inc.

277404093 v1