

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7702674

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	DAVID WILKENING	09/09/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	FRS GROUP, LLC	
<b>Street Address:</b>	4220 DULUTH AVE	
<b>Internal Address:</b>	SUITE A	
<b>City:</b>	ROCKLIN	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	95765	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	18060941
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	6179477280	
<b>Email:</b>	spakowski@smithbaluch.com	
<b>Correspondent Name:</b>	SMITH BALUCH LLP	
<b>Address Line 1:</b>	376 BOYLSTON ST.	
<b>Address Line 2:</b>	SUITE 401	
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02116	
<b>ATTORNEY DOCKET NUMBER:</b>	FFRS-009US03	
<b>NAME OF SUBMITTER:</b>	HOLLY JOHNSON	
<b>SIGNATURE:</b>	/Holly Johnson/	
<b>DATE SIGNED:</b>	12/19/2022	
<b>Total Attachments: 11</b>		
source=FFRS-001US01_Assignment_Alchemy#page1.tif		
source=FFRS-001US01_Assignment_Alchemy#page2.tif		
source=FFRS-001US01_Assignment_Alchemy#page3.tif		
source=FFRS-001US01_Assignment_Alchemy#page4.tif		

source=FFRS-001US01\_Assignment\_Alchemy#page5.tif  
source=FFRS-001US01\_Assignment\_Alchemy#page6.tif  
source=FFRS-001US01\_Assignment\_Alchemy#page7.tif  
source=FFRS-001US01\_Assignment\_Alchemy#page8.tif  
source=FFRS-001US01\_Assignment\_Alchemy#page9.tif  
source=FFRS-001US01\_Assignment\_Alchemy#page10.tif  
source=FFRS-001US01\_Assignment\_Alchemy#page11.tif

## TECHNOLOGY PURCHASE AND ROYALTY AGREEMENT

This Technology Purchase and Royalty Agreement ("**Agreement**") is entered into as of September 5<sup>th</sup>, 2019 ("**Effective Date**") by and between Alchemy Consulting Group, LLP, a Montana limited liability partnership ("**Alchemy**"), Bill Darrington and David Wilkening, Ph.D., each an individual ("**Alchemy Owners**") and FRS Group LLC, a Delaware limited liability company ("**Fortress**").

### **BACKGROUND AND PURPOSE**

**A.** Alchemy is the owner of all rights in and to certain intellectual property described below and referred to herein as the "**Inhibitor Technology**", which was developed by the Alchemy Owners and Alchemy. Fortress wishes to develop, commercialize and offer the Inhibitor Technology as a Fortress product and to develop, commercialize and offer other products that incorporate the Inhibitor Technology.

**B.** Alchemy and the Alchemy Owners wish to sell and assign to Fortress, and Fortress wishes to acquire all right, title and interest in the intellectual property and associated rights that comprise the Inhibitor Technology, including all developments, improvements and enhancements, as described more below, on the terms and conditions set forth herein.

### **AGREEMENT**

**1. Certain Definitions.** All initially capitalized terms used in this Agreement shall have the meanings ascribed to them in this Agreement. All definitions in this Section 1 or elsewhere in this Agreement apply to both their singular and plural forms, as the context may require.

"**Affiliate**" means a corporation or other entity which, directly or indirectly, controls, is controlled by or is under common control with the applicable Party. A corporation or other entity shall be regarded as in control of another corporation or entity if it owns or directly or indirectly controls more than fifty percent (50%) of the voting stock or other voting ownership interests of the other corporation or entity, or if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the corporation or other entity.

"**Agreement**" has the meaning set forth in the preamble.

"**Aggregate Annual Maximum**" is defined in Section 3.2 below.

"**Change of Control Transaction**" or "**Change of Control**" means (i) a sale, lease or other transfer of all or substantially all of the assets of Fortress (which, for purposes of this definition, shall include the assets of its subsidiaries); (ii) a reorganization, merger or consolidation of Fortress with or into any other Person, or an acquisition of Fortress effected by an exchange of outstanding securities of Fortress, as a result of which transaction or series of related transactions (A) the holders of equity interests of Fortress outstanding immediately prior to such transaction no longer retain (either by such equity interests remaining outstanding or by such interests being converted into voting securities of the surviving entity) after such transaction at least fifty one (51%) of the total voting power represented by the voting securities of Fortress or such surviving entity outstanding immediately after such transaction or series of transactions and (B) the Management Committee designees of the holders of the Preferred and Common Units of Fortress outstanding immediately prior to such transaction no longer constitute the majority of

the Management Committee of Fortress; (iii) an Initial Public Offering or the listing of Fortress' equity securities on a national securities exchange; (iv) any sale of voting control or other transaction similar to those described in clause (ii) above following which Fortress' Members immediately prior to such transaction no longer hold effective control of the Company following such transaction, whether through voting power, ownership, ability to elect a Manager or the Management Committee of Fortress, or otherwise; or (v) the liquidation, dissolution, shut down cessation of business, whether voluntary or involuntary or other winding up of Fortress.

**"Effective Date"** has the meaning set forth in the preamble.

**"Fortress Retardant"** means FR-100 (dry formula) and FR-200 (liquid concentrate), each a long-term fire retardant under development by Fortress, as described in further detail in U.S. Patent Application No. 62/858,640 filed on June 7, 2019 (and including subsequent patent filings intended to strengthen the intellectual property standing of the Company), together with all other fire retardants and related products derived therefrom, incorporating the Inhibitor Technology.

**"Inhibitor Technology"** means a corrosion inhibitor package developed by Dave Wilkening, an individual, Wilkening & Associates, LLC, a Montana limited liability company and Alchemy, for the treatment of long-term fire-retardant product and other technologies related to fire retardant and related product development, and as more fully described in Schedule A to this Agreement and all Intellectual Property Rights therein, including, without limitation, copyrights and know-how.

**"Intellectual Property Rights"** means all intellectual or other property rights, including any and all product concepts, product designs, product improvements, patents (including reissues, divisions, continuations and extensions thereof), patent registrations, utility models, Trademarks, trade secrets, know how, copyrights, any other form of proprietary right in intellectual property, and any applications for any of the foregoing, arising or enforceable under the laws of the United States, any other jurisdiction or a treaty regime.

**"Party"** means either Alchemy or Fortress as the context requires and **"Parties"** means, collectively, Alchemy and Fortress.

**"Prior Agreement"** means that certain Licensing and Technology Agreement, dated July 15, 2015, by and between Wilkening & Associates, LLC, a Montana limited liability company and Eco Fire Solutions, LLC, a California limited liability company.

**"Product"** means any products that incorporate the Inhibitor Technology including all improvements, enhancements, modifications and upgrades of the Inhibitor Technology.

**"Quarter"** means a calendar quarter starting on January 1, April 1, July 1 or October 1.

**"Royalty Period"** means the time period that commences on the Effective Date and ends on the later of (i) the expiration of the last to expire of any United States patent claim that incorporates the Inhibitor Technology, or (ii) the ten (10) year anniversary of the date of the Prior Agreement.

**"Sales" or "Sold"** means (i) the sale of Fortress Retardant by Fortress to Third Parties, less (ii) any returns or replacements of such Products. Sales by Fortress shall include Sales by an Affiliate of Fortress but shall exclude any inter-company transfers by Fortress to an Affiliate of Fortress so long such Affiliate is not a commercial end-user. Such amounts shall be determined from the books and records of Fortress or its Affiliate, maintained in accordance with U.S. Generally Accepted Accounting Principles, consistently applied.

"Third Party" means any person or entity that is not a Party or an Affiliate of a Party to this Agreement.

"Trademarks" collectively means trademarks, service marks, trade dress, logos, and trade names.

2. **Sale and Purchase of Inhibitor Technology.** Subject to the terms and conditions of this Agreement, Alchemy hereby sells, conveys, assigns, delivers, and transfers to Fortress all rights, title, and interest in and to the Inhibitor Technology. Alchemy acknowledges and agrees that Fortress owns and shall own all improvements, enhancements, modifications and upgrades of the Inhibitor Technology and any and all Products, whether or not Alchemy provides any assistance or services in their development or any services to Fortress with regard thereto and whether made before or after the date hereof. Fortress shall use commercially reasonable efforts as determined from time to time in its sole and absolute discretion to develop and sell Products and to commercialize the Inhibitor Technology.

3. **Purchase Price.**

3.1 **Royalty.** As consideration for the Inhibitor Technology, Fortress shall pay Alchemy a royalty based on the aggregate Sales of Fortress Retardant during each Quarter of the Royalty Period in the amounts described below.

3.2 **Royalty Rate.**

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

3.3 **Payment Dates.**

[REDACTED]

- 3.4 **Currency; Manner of Payment.** The Sales used for computing the royalties payable shall be computed in U.S. Dollars, and each payment made pursuant to this Agreement shall be paid in U.S. Dollars by wire transfer to an account designated by Alchemy, or by other mutually acceptable means.
- 3.5 **Taxes.** Alchemy will be solely responsible for any taxes owed on income that it receives as payments from Fortress under this Agreement. Except as required by law, Fortress shall have no obligation to withhold any amounts on behalf of Alchemy and all required taxes and withholdings shall be payable by Alchemy.
- 3.6 **Records and Audits.** Fortress shall keep for three (3) years from the date of each payment hereunder complete and accurate records of sales and all other information reasonably necessary to calculate and verify the accuracy of any payments under this Section 3. Alchemy shall have the right, exercised through an independent certified public accountant selected by Alchemy and reasonably acceptable to Fortress, to audit such records at the place or places of business where such records are customarily kept in order to verify the accuracy of the payments actually made. If requested by Fortress, such independent certified public account shall execute an appropriate confidentiality agreement prior to conducting the audit. Such audits may be performed no more than once per calendar year during normal business hours upon thirty (30) days advance written notice, and may not include Quarterly periods previously audited. Alchemy shall bear the full cost of such audit unless such audit discloses that Fortress has underpaid more than fifteen percent (15%) of the amount of the payment due under this Agreement in any Quarterly period audited, in which event, Fortress shall bear the full cost of such audit. Alchemy and its auditors may not disclose to Third Parties any information concerning such audits, and all such information shall be considered the Confidential Information of Fortress, except to the extent necessary for Alchemy to reveal such information in order to enforce its rights under this Agreement or if disclosure is required by law. Any amounts that are determined to be due and owing by Fortress following such audits shall be paid within thirty (30) days thereafter.

3.7 **Buyout Upon Change of Control.**

[REDACTED]

4. **License to Alchemy for Use of Inhibitor Technology.** Subject to the terms and conditions set forth herein, Fortress grants Alchemy a fully paid and royalty-free, perpetual, transferrable, non-sublicensable (except for "have made" rights), exclusive license ("License") to and under the Inhibitor Technology to produce, make, have made and use and sell, offer for sale, import and export (and use in the furtherance of the foregoing rights) Products, their derivatives or related services that (i) are approved in advance and in writing by Fortress, and (ii) in no way involve, relate to or include production, development, marketing, commercialization, use or research of fire retardant or fire suppression technologies, materials or products, or in any way otherwise limit or infringe upon Fortress's rights as set forth in this Agreement ("Permitted Uses"). The foregoing notwithstanding, the Parties agree and understand that in no event shall the License include any rights to any of Fortress' Trademarks or other Intellectual Property Rights that are not the Inhibitor Technology or for any purposes, uses or applications other than the Permitted Uses. All uses of the Inhibitor Technology shall be in accordance

with the provisions of this Agreement and Alchemy shall not use the Inhibitor Technology in any manner that is inconsistent with the terms of this Agreement.

- 4.1. **Protection.** Alchemy covenants and agrees that it shall protect and, in accordance with Section 11, maintain the confidentiality of the Inhibitor Technology, and other than in connection with bringing or defending against a claim brought under the terms of this Agreement, it shall not attack, challenge, dispute or disparage the title of Fortress in and to the Inhibitor Technology.
- 4.2. **Sole and Exclusive Ownership.** Alchemy acknowledges that as between the Parties Fortress is the sole and exclusive owner of all right, title and interest in, to and under the Inhibitor Technology and that Alchemy has no rights in the Inhibitor Technology other than the license rights expressly granted herein. Notwithstanding anything to the contrary, Alchemy shall not take any action inconsistent with Fortress' ownership of the Inhibitor Technology, and any and all benefits accruing from ownership of the Inhibitor Technology shall automatically vest with Fortress.
- 4.3. **Termination of License.** The license rights granted to Fortress under this Section 4 shall automatically terminate if Alchemy (i) becomes bankrupt or has a receiver appointed for it or its property that is not dismissed within sixty (60) days; or (ii) makes an assignment for the benefit of creditors or becomes insolvent. In addition, Fortress may terminate this license immediately upon notice if Alchemy breaches any material term of this Agreement. Upon and after the termination of such license rights, all license rights granted to Alchemy shall revert to Fortress and Alchemy's rights to use the Inhibitor Technology shall be terminated; provided, however, that Alchemy shall have the right to continue to use the Inhibitor Technology as reasonably necessary to dispose of all then existing inventory of the products or its derivatives that embody or are produced with the Inhibitor Technology. Termination shall in no way affect the rights or liabilities of either Party arising during the period prior to such termination. Upon and after the termination of such license, Alchemy shall, upon Fortress' request, return all tangible materials and information of a proprietary or confidential nature disclosed in connection with such license, and all copies thereof (including, without limitation, all electronic copies).
5. **Filing, Prosecution and Maintenance of Patents.** Fortress shall have the sole right to prepare, file, prosecute and maintain in such countries as it deems appropriate in its discretion, patent applications and patents (and to conduct any interferences, re-examinations, reissues, and oppositions) related to the Inhibitor Technology, and Alchemy shall provide reasonable cooperation as may from time to time be requested in connection therewith. Fortress shall control in all respects the patent and trademark prosecution process, but will notify Alchemy, as the inventor, of significant events in the patent prosecution process. Fortress shall pay all costs of obtaining and maintaining patent and trademark protection.
6. **Termination of Prior Agreement.** As a condition precedent to the effectiveness of this Agreement and the Parties' obligations thereunder, the Prior Agreement shall be terminated in its entirety, including a full release by the parties thereto of any and all underlying rights they may have with respect to the Inhibitor Technology, except as explicitly set forth in this Agreement.
7. **Representations, Warranties and Covenants.** Each Party represents and warrants to the other that:

7.1 **Corporate Power:** It is duly organized and validly existing under the laws of its jurisdiction

7.2 **Due Authorization; No Conflict:** It has full power and is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and any person executing this Agreement on its behalf has been duly authorized to do so. The execution, delivery, and performance of its obligations under this Agreement shall not conflict with or violate any laws to which it is subject, or any agreement or other obligation directly or indirectly applicable to it or binding upon its assets.

7.3 **Binding Agreement:** This Agreement is legally binding upon such Party and enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity whether enforceability is considered a proceeding at law or equity.

8. **Warranty of Ownership.** Alchemy warrants to Fortress that at the date of signing this Agreement: (i) Alchemy has good and merchantable title to the Inhibitor Technology and is transferring such title to Fortress free and clear of any and all liens, pledges, charges, encumbrances, equities and claims of any nature, and (ii) the Inhibitor Technology rights are not owned in whole or in part by any Third Party or Affiliate.

9. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER IN CONTRACT, TORT, OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGE OF ANY KIND INCLUDING WITHOUT LIMITATION, LOST PROFITS, PUNATIVE OR ECONOMIC DAMAGES, REGARDLESS OF WHETHER EITHER PARTY SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY.

10. **Indemnification.**

10.1 **Indemnification by Fortress.**

[REDACTED]

10.2 **Indemnification by Alchemy.**

[REDACTED]



**10.3 Notification and Defense.** In the event an Indemnified Party seeks indemnification under Section 10.1 or 10.2, as applicable, it shall inform the indemnifying Party of the Claim as soon as reasonably practicable after it receives notice of such Claim, shall permit the indemnifying Party to assume direction and control of the defense of the Claim (including the right to settle the Claim solely for monetary consideration), and shall cooperate as requested (at the expense of the indemnifying Party) in the defense of the Claim. Except with the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld, the indemnifying Party may not enter into any settlement of such litigation unless such settlement includes an unqualified release of the indemnified Party.

**11. Confidentiality.**

**11.1 Nondisclosure.** Except to the extent of the information contained in the Inhibitor Technology, as otherwise set forth in this Agreement or otherwise agreed in writing by the Parties, the Parties agree that the receiving Party (the "**Receiving Party**") shall keep confidential and shall not publish or otherwise disclose and shall not use for any purpose other than as provided for in this Agreement any information furnished to it by the other Party (the "**Disclosing Party**") pursuant to this Agreement (the "**Confidential Information**") unless the Receiving Party can prove that such Confidential Information: (i) was already known to the Receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the Disclosing Party; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party; (iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the Receiving Party in breach of the Agreement; (iv) was disclosed to the Receiving Party, other than under an obligation of confidentiality to a Third Party not to disclose such information to others; or (v) was independently discovered or developed by the Receiving Party without the use of Confidential Information belonging to the Disclosing Party. For purposes of this Agreement, information that is in the "public domain" is information that is reasonably accessible to the public, e.g. in written publications or on the internet. For the avoidance of doubt, the Inhibitor Technology shall, from the Effective Date, be considered the Confidential Information of Fortress.

**11.2 Authorized Disclosure.** Each Party may disclose Confidential Information belonging to the other Party to the extent such disclosure is reasonably necessary in the following instances: (i) filing or prosecuting patent applications under this Agreement; (ii) regulatory filings; (iii) prosecuting or defending litigation; (iv) complying with a court order, governmental regulations, or any applicable law; or (v) disclosure to Affiliates, employees, consultants or agents who are bound by similar terms of confidentiality and non-use at least equivalent in scope to those set forth in this Section 11 and who need to know such Confidential Information for purposes of fulfilling such Party's obligations hereunder.

In the event a Party is required to make a disclosure of the other Party's Confidential Information pursuant to this Section 11.2, such Party will, except where impracticable or prohibited by applicable law, give reasonable advance notice to the other Party of such

disclosure and use reasonable and diligent efforts to secure confidential treatment of such information. In any event, the Parties agree to take all reasonable action to avoid disclosure of Confidential Information hereunder.

**12. Miscellaneous.**

- 12.1 Governing Law and Jurisdiction; Arbitration.** This Agreement is subject to, and shall be construed in accordance with and governed by the laws of the State of California applicable to contracts executed and performed in such State without giving effect to conflicts of laws principles. The state and federal courts of California located in the County of Sacramento, State of California, shall have exclusive jurisdiction over any action at law, suit in equity or judicial proceedings relating the enforcement of this Agreement or any disputes or claims arising out of or in connection with this Agreement, the interpretation, performance, breach, termination or invalidity thereof or of any provision contained herein. Each party agrees that personal jurisdiction over him, her or it may be effected by service of process by registered or certified mail addressed as provided herein, and that when so made shall be as if served upon him, her or it personally within the State of California.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, or the transactions contemplated hereby shall be resolved exclusively by means of binding arbitration; provided, however, that if the amount of indemnifiable Claims at issue is the subject of pending litigation with a Third Party, arbitration shall not be commenced until such amount is ascertained or both parties agree to arbitration.

- 12.2 Assignment.** Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by Alchemy without the prior written consent of Fortress. The rights and obligations of the Parties under this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties. Any assignment not in accordance with this Agreement shall be void.
- 12.3 Amendment.** The provisions of this Agreement may be amended or modified only by written agreement of the Parties. Any such amendment or modification hereafter made shall be ineffective to modify this Agreement in any respect unless in writing and signed by both Parties.
- 12.4 Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement (other than non-payment) when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including, but not limited to, fire, floods, embargoes, war, acts of war (whether war be declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other Party.
- 12.5 Severability.** In the event that any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable, then that provision shall be limited or eliminated to the minimum extent necessary such that this Agreement shall otherwise remain in full force and effect and enforceable.

- 12.6 **Notices.** Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given (i) on the date of personal service on the Parties, (ii) on the third (3<sup>rd</sup>) business day after mailing, if the document is mailed by registered or certified mail, (iii) one day after being sent by professional or overnight courier or messenger service guaranteeing one-day delivery, with receipt confirmed by the courier, or (iv) on the date of transmission if sent by e-mail or other means of electronic transmission resulting in written copies, with receipt confirmed. Any such notice shall be delivered or addressed to the Parties to the address set forth below or at the most recent address specified by the addressee through written notice under this provision. Failure to give notice in accordance with any of the foregoing methods shall not defeat the effectiveness of notice actually received by the addressee.

If to Fortress, addressed to:

FRS Group, LLC

Attn: Robert Burnham

If to Alchemy, addressed to:

Alchemy Consulting Group, LLP

Attn: David Wilkening, Ph.D.

- 12.7 **Independent Contractors.** It is expressly agreed that Alchemy and Fortress shall be independent contractors. Neither the entering into, nor the performance of this Agreement, shall create any partnership, joint venture, agency, or employer-employee relationship between the Parties. Neither Party has the authority to make any statement, representations or commitments of any kind on behalf of the other, or to take any action that is binding on the other Party, without the prior written consent of the other Party.
- 12.8 **Entire Agreement; Integration; Modifications; Waiver.** This Agreement, including any exhibits hereto, represents the entire agreement between the parties on the subject matter hereof and supersedes all prior discussions, agreements and understandings, whether oral or written, if any, of every kind and nature between them. This Agreement sets forth all terms and conditions of the agreements reached between the parties during the negotiation and execution of this Agreement and replaces any previous written or verbal agreement, understanding, communication or guarantee made by or on behalf of any Party. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein. No modification or waiver of any terms

and conditions of this Agreement will be effective unless in writing and signed by both parties.

- 12.9 Attorneys' Fees.** If the services of an attorney are required to secure the performance of this Agreement or otherwise upon the breach or default of this Agreement, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement or the rights and duties of any person in relation thereto, the prevailing party shall be entitled to reasonable attorneys' fees, costs, expert witness fees, accountant and consultant fees and other expenses, in addition to any other relief to which such party may be entitled. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.
- 12.10 Headings; Exhibits.** The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs, exhibits, and schedules shall, unless otherwise provided, refer to sections and paragraphs of this Agreement and exhibits and schedules attached to this Agreement, all of which exhibits and schedules are incorporated in this Agreement by this reference.
- 12.11 Waiver.** Except as specifically provided for herein, the waiver from time to time by either of the Parties of any of their rights or their failure to exercise any remedy shall not operate or be construed as a continuing waiver of same or of any other of such Party's rights or remedies provided in this Agreement.
- 12.12 Construction and Advice of Counsel.** Each Party hereby agrees that this Agreement is the result of negotiations between the Parties, and shall be construed fairly, and not in favor of one Party or the other. Each Party further agrees that such Party has had the opportunity to seek and obtain the advice of legal counsel insofar as such Party wishes to do so prior to the execution of this Agreement. In the event any claim is made by any Party relating to any conflict, omission or ambiguity in the terms of this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Party or that Party's counsel.
- 12.13. Expenses.** Subject to Section 12.9 above, each Party shall bear their own expenses and legal fees incurred on its behalf with respect to this Agreement and the transactions contemplated hereby.
- 12.14 Counterparts.** This Agreement may be executed by counterparts, each of which shall be deemed to be originals but both of which shall constitute one and the same Agreement. Facsimile signatures shall be deemed to have the same effect as their originals.

[Signature Page Follows]

The Parties have caused this Technology Purchase and Royalty Agreement to be executed as of the Effective Date first written above.

**FORTRESS:**

FRS Group, LLC,  
a Delaware limited liability company

DocuSigned by:  
By: Robert Burnham  
Name: Robert Burnham  
Title: CEO Date: 9/6/2019

DocuSigned by:  
By: Garry Gaissler  
Name: Garry Gaissler  
Title: President Date: 9/6/2019

**ALCHEMY:**

Alchemy Consulting Group, LLP,  
a Montana limited liability partnership

DocuSigned by:  
By: David Wilkening  
Name: David Wilkening, Ph.D.  
Title: Managing Partner

**ALCHEMY OWNERS:**

DocuSigned by:  
William Darrington Date: 9/10/2019  
Bill Darrington

DocuSigned by:  
David Wilkening Date: 9/9/2019  
David Wilkening, Ph.D.