

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7848685

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	KELVION PHE GMBH	08/29/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	KELVION THERMAL SOLUTIONS HOLDING GMBH	
<b>Street Address:</b>	MEESMANNSTR. 103	
<b>City:</b>	BOCHUM	
<b>State/Country:</b>	GERMANY	
<b>Postal Code:</b>	44807	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	9546825
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(877)470-9712	
<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>	+49-202-2570371	
<b>Email:</b>	gudrun.draudt@t-online.de	
<b>Correspondent Name:</b>	GUDRUN E. HUCKETT DRAUDT	
<b>Address Line 1:</b>	SCHUBERTSTR. 15A	
<b>Address Line 4:</b>	WUPPERTAL, GERMANY 42289	
<b>ATTORNEY DOCKET NUMBER:</b>	12-086	
<b>NAME OF SUBMITTER:</b>	GUDRUN E. HUCKETT DRAUDT	
<b>SIGNATURE:</b>	/Gudrun E. Hockett Draudt/	
<b>DATE SIGNED:</b>	03/16/2023	
<b>Total Attachments: 5</b>		
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# Patent and Trademark Purchase and Assignment Agreement

between

**Kelvion PHE GmbH**

Karl-Schiller-Straße 1-3, 31157 Sarstedt, Germany  
– hereinafter referred to as „**SELLER**” –

and

**Kelvion Thermal Solutions Holding GmbH**

Meesmannstr. 103, 44807 Bochum, Germany  
– hereinafter referred to as „**BUYER**” –

– SELLER and BUYER hereinafter also referred to individually as “**Party**” and collectively as “**Parties**” –

## Preamble

- 0.1 **WHEREAS**, SELLER is the owner of the trademarks listed in **Annex [Contractual Trademarks]** and of the patents listed in **Annex [Contractual Patents]**,
- 0.2 **AND WHEREAS**, BUYER desires to obtain these trademarks and patents, and SELLER is willing to sell these trademarks and patents upon the terms and conditions set out herein.

**NOW THEREFORE**, in view of the foregoing the Parties agree to the following:

## 1. Definitions

Capitalized terms used in this Agreement have the meanings as set forth in this Section 1.

- 1.1 “**Agreement**” means this Patent and Trademark Purchase and Assignment Agreement.
- 1.2 “**BUYER**” is defined in the agreement rubric of this Agreement.
- 1.3 „**Contractual IP Rights**” shall mean both the Contractual Patents and the Contractual Trademarks.
- 1.4 „**Contractual Patents**” shall mean patents, patent applications, divisions, continuations, continuation-in-part applications, divisions, extensions, substitutions, renewals, confirmations, supplementary protection certificates and reissues that are listed in **Exhibit [Contractual Patents]** hereto.
- 1.5 „**Contractual Trademarks**” shall mean the trademarks that are listed in **Exhibit [Contractual Trademarks]** hereto.
- 1.6 „**Party**” resp. “**Parties**” is defined in the Agreement rubric of this Agreement.

1.7 "SELLER" is defined in the agreement rubric of this Agreement.

## **2. Sale of the Contractual Trademarks and Contractual Patents**

2.1 SELLER herewith sells the Contractual Trademarks to BUYER.

2.2 SELLER herewith also sells the Contractual Patents to BUYER.

## **3. Assignment and Transfer of the Contractual Trademarks and Contractual Patents**

3.1 SELLER hereby assigns all the rights in connection with the Contractual Trademarks to BUYER and BUYER accepts the assignment of the Contractual Trademarks.

3.2 SELLER hereby assigns all the rights in connection with the Contractual Patents to BUYER and BUYER accepts the assignment of the Contractual Patents.

3.3 SELLER shall, without any undue delay („unverzüglich“), immediately deliver to the BUYER after execution of this Agreement copies of all documents available (if any) which concern the Contractual Trademarks, including, but not limited to, the written correspondence with the competent trademark offices, including the trademark applications therefor, correspondence with other trademark owners and applicable third parties concerning the validity and the use of the Contractual Trademarks, as well as their registration certificates. SELLER shall deliver to BUYER in the original all such documents relating to the Contractual Trademarks and, respectively, the originals of such documents concerning the goods and services protected under the Contractual Trademarks. Insofar as such documents are held by any third party, including patent attorneys, lawyers, and the patent and legal departments of any affiliated or unaffiliated companies, SELLER hereby transfers and assigns its claims for the delivery („Herausgabe“) of such documents to SELLER, insofar as such documents already exist, and SELLER shall instruct any such third parties in writing to deliver any such documents to BUYER without any undue delay upon BUYER's first request or, insofar as SELLER is obliged to prepare copies of such documents, SELLER shall instruct such third parties in writing to prepare such copies and deliver them to BUYER without any undue delay. The costs incurred by SELLER in preparing such copies shall be borne by SELLER, and SELLER shall accept the purchase price in full and final settlement therefor.

3.4 SELLER shall, without any undue delay („unverzüglich“), immediately deliver to BUYER after execution of this Agreement copies of all documents available (if any) which concern the Contractual Patents, including, but not limited to, the written correspondence with the competent patent offices, including the patent applications therefor, correspondence with other patent owners and applicable third parties concerning the validity and the use of the Contractual Patents, as well as their registration certificates. SELLER shall deliver to BUYER in the original all such documents relating to the Contractual Patents and, respectively, the originals of such documents concerning patents, patent applications, divisions, continuations, continuation-in-part applications, divisions, extensions, substitutions, renewals, confirmations, supplementary protection certificates and reissues. Insofar as such documents are held by any third party, including patent attorneys, lawyers, and the patent and legal departments of any affiliated or unaffiliated companies, SELLER hereby transfers and assigns its claims for the delivery („Herausgabe“) of such documents to SELLER, insofar as such documents already exist, and SELLER shall instruct any such third parties in writing to deliver any such documents to BUYER without any undue delay upon BUYER's first request or, insofar as SELLER is obliged to prepare copies of such documents, SELLER shall instruct such third parties in writing to prepare such copies and deliver them to BUYER without any undue

delay. The costs incurred by SELLER in preparing such copies shall be borne by SELLER, and SELLER shall accept the purchase price in full and final settlement therefor.

- 3.5 SELLER undertakes to perform without undue delay all acts and to make all declarations necessary to cause the transfer of the Contractual Trademarks and Contractual Patents and to effect the transfer in the trademark and patent registers from SELLER to BUYER.

#### **4. Representations and Warranties**

- 4.1 SELLER represents and warrants that it is the sole owner of the Contractual Trademarks and of the Contractual Patents.
- 4.2 SELLER represents and warrants that the registration status of the Contractual Trademarks and of the Contractual Patents set forth in **Exhibit [Contractual Trademarks]** and in **Exhibit [Contractual Patents]** of this Agreement is correctly provided, including the seniority claim.
- 4.3 SELLER represents and warrants that no oppositions or cancellation proceedings have been filed against the Contractual Trademarks and/or Contractual Patents and that SELLER has used the Contractual Trademarks to an extent and in such manner as to exclude that the Contractual Trademarks are subject to any grounds for revocation.
- 4.4 SELLER is not aware of any claims pending in court or claims raised by a third party against the use of the Contractual Trademarks and/or Contractual Patents. Also, SELLER is not aware of third-party cancellation claims against the Contractual Trademarks and/or Contractual Patents.
- 4.5 SELLER has not granted any license or security agreement (e.g., lien or pledge) concerning the Contractual Trademarks and/or Contractual Patents.
- 4.6 Apart from the aforementioned representations of SELLER, the warranty liability of SELLER is hereby excluded. This warranty liability exclusion does not apply with respect to § 444 BGB. SELLER hereby declares that it will not take on any guarantee with respect to the aforementioned representations pursuant to § 443 (1) of the German Civil Code (BGB) and BUYER expressly agrees thereto.

#### **5. Purchase Price and Costs**

- 5.1 BUYER shall pay to SELLER the purchase price of [REDACTED] Euro (in words: [REDACTED] [REDACTED] Euro) inclusive of statutory value added tax for the Contractual Trademarks and for the Contractual Patents.
- 5.2 The purchase price is due and payable to the SELLERS's bank account within thirty (30) days after the conclusion of this Agreement.
- 5.3 BUYER shall bear the costs and fees for the transfer of the Contractual Trademarks and of the Contractual Patents, unless otherwise provided for hereunder.

#### **6. Governing Law, Place of Jurisdiction.**

- 6.1 This Agreement will be exclusively governed by and construed in accordance with the substantive laws of Germany, without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction unless the law of another jurisdiction applies insofar as the Agreement concerns the existence, effects of the Contractual IP Rights, their ownership, their

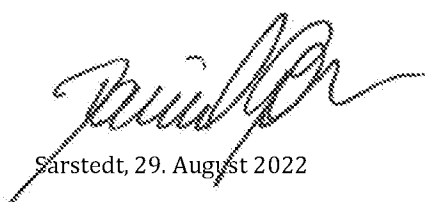
content and scope or their infringement or unless Community legislation of the European Union prevails, such as Article 17 of the Regulation on the European Union trade mark. The UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded, shall not apply to this Agreement.

- 6.2 The exclusive place of jurisdiction for all disputes arising out of the contractual relationship, including proceedings concerning checks, bills of exchange, or deeds, shall be Bochum, Germany.

## 7. Miscellaneous

- 7.1 This Agreement constitutes the full and complete statement of the agreement between the Parties with respect to the subject matter hereof and supersedes any previous or contemporaneous agreements, understandings, or communications, whether written or verbal, relating to such subject matter. This Agreement may not be varied other than in writing executed by the duly authorized representatives of both Parties. The same shall apply to any agreement setting aside this written form requirement.
- 7.2 The Parties are each aware of the risk that one or more terms of this Agreement may, contrary to the current perception of the Parties to this agreement, be unenforceable or void. In each such case, the Parties would like to exclude any doubt as to the validity of this Agreement. Should one or more conditions of this Agreement, including this clause, entirely or partially be or become unenforceable or void or should this Agreement, contain any omission, the remaining provisions of this Agreement shall remain in effect notwithstanding § 139 of the German Civil Code (BGB). The occurrence of inapplicable or invalid provisions obligates the parties to replace these provisions with provisions which most closely reflect their commercial purpose.
- 7.3 The written form requirement under this Agreement may also be rendered by the telecommunication of a declaration signed by hand via telefax or e-mail.

## 8. Signature Field



Sarstedt, 29. August 2022

Place, Date

Daniel Gassmann, Managing Director

[Name, Title]

Kelvion PHE GmbH

ppa. 

Bochum, 02.09.2022

Place, Date

Vinkenflügel CEO; Kochen Finance Director

[Name, Title]

Kelvion Thermal Solutions Holding GmbH

## Exhibit [Contractual Trademarks]

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## Exhibit [Contractual Patents]

Sign from lawyer	Transaction type	Country	Keyword	Registration date	Registration file number	Grant file number	End of term
12-0282	Patent						13.12.2032
12-0283	Patent						31.08.2032
12-0286	Patent	US	Bandkanal	15.09.2012	13/620769	9546825	15.09.2032
12-0288	Patent						07.01.2033
12-0289	Patent						31.08.2032
12-0320	Patent						22.05.2033
12-0321	Patent						26.09.2032
15-0305	Patent						23.04.2032
15-0306	Patent						23.04.2032
15-0307	Patent						23.04.2032
15-0308	Patent						23.04.2032
15-0309	Patent						23.04.2032
15-0310	Patent						23.04.2032
15-0413	Patent						23.04.2032
15-0414	Patent						23.04.2032
15-0415	Patent						23.04.2032
15-0416	Patent						23.04.2032
15-0417	Patent						23.04.2032
15-0418	Patent						23.04.2032
17-0053	Patent						27.08.2032
17-0558	Patent						27.08.2032
21-0336 V	Patent						27.08.2032