

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT7854121

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NATHANIEL MERRILL	05/17/2021
MAX CHALFIN	05/17/2021
ANDREW CLYDE THOMPSON	09/15/2021
MARGAUX MARTIN-FILIPPI	05/17/2021
FINNIAN CRADOCK DONOVAN	05/17/2021
MATTHEW JORDAN ODLIN	04/15/2021
RECEIVING PARTY DATA	
Name:	RUNNING TIDE TECHNOLOGIES, INC.
Street Address:	P.O. BOX 10304
City:	PORTLAND
State/Country:	MAINE
Postal Code:	04104
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17834457
CORRESPONDENCE DATA	
Fax Number:	(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>	
Phone:	2028427800
Email:	zIPPatentDocketingMailboxUS@cooley.com, acooley@cooley.com
Correspondent Name:	COOLEY LLP- ATTN PATENT GROUP
Address Line 1:	1299 PENNSYLVANIA AVE NW
Address Line 2:	SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004-2400
ATTORNEY DOCKET NUMBER:	RUNN-002/03US 331356-2033
NAME OF SUBMITTER:	FELIPE A. GUZMAN
SIGNATURE:	/Felipe Guzman/
DATE SIGNED:	03/20/2023

Total Attachments: 11

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source=RUNN-002_03US 331356-2033 Assignment (1 inventor)#page5.tif

ASSIGNMENT

Nathaniel MERRILL, residing at 289 Spring Street, Apt 3, Portland, ME 04102, UNITED STATES OF AMERICA; **Max CHALFIN**, residing at 151 W 86th Street, Apt 6C, New York, NY 11217, UNITED STATES OF AMERICA; **Andrew Clyde THOMPSON**, residing at 122 South Street, Biddeford, ME 04005, UNITED STATES OF AMERICA; **Margaux MARTIN-FILIPPI**, residing at 10272 Dunsford Drive, Lone Tree, CO 80124, UNITED STATES OF AMERICA; and **Finnian Cradock DONOVAN**, residing at 16 Sunset Ridge, North Yarmouth, ME 04097 (each referred to as "Assignor") have jointly made with **Matthew Jordan ODLIN** an invention(s) (the "Invention(s)") set forth in an application for patent entitled **SYSTEMS AND METHODS FOR THE CULTIVATION OF TARGET PRODUCT**, 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. 17/342,143 , and filed on June 8, 2021; /JB/ and/or
- (3) ☒ PCT application
 - (a) ☒ bearing Application No. PCT/US2021/031833, and filed on May 11, 2021.and/or
- (4) ☐ attached hereto.

WHEREAS, Running Tide Technologies, Inc., a company having its principal place of business at P.O. Box 10304, Portland, ME 04104, its successors, legal representatives and assigns, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent 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) 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 the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the 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, the 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 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 of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent 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 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 identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(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.

The 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 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.

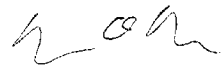
The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement,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

The 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.


The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole 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: May 17, 2021

By: 
Nathaniel Merritt


Date: May 17, 2021

By: 
Max Chalfin

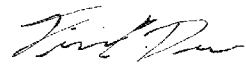
Date: _____

By: _____
Andrew Clyde Thompson

Date: May 17, 2021

By: 
Margaux Martin-Filippi

Date: May 17, 2021

By: 
Finnian Cradock Donovan

Date: _____

By: _____
Nathaniel Merrill

Date: _____

By: _____
Max Chalfin

Date: September 15, 2021

By: _____
Andrew Clyde Thompson
Andrew Clyde Thompson

Date: _____


By: _____
Margaux Martin-Filippi

Date: _____

By: _____
Finnian Cradock Donovan

For and on behalf of ASSIGNEE:

Date: November 1, 2021

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

ASSIGNMENT

Matthew Jordan ODLIN, residing at 29 Crows Nest Drive, Freeport, ME 04032 (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent, entitled SYSTEMS AND METHODS FOR THE CULTIVATION OF MACROALGAE, and which is a:

- (1) ☒ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. **63/022,765**, and filed on May 11, 2020;
- (2) ☒ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☒ bearing Application No. **63/078,690**, and filed on September 15, 2020; and/or
- (3) ☒ non-provisional application
 - (a) ☒ bearing Application No. **17/342,143** , and filed on June 8, 2021; and
- (4) ☒ PCT application
 - (a) ☒ bearing Application No. **PCT/US2021/031833** , and filed on May 11, 2021.

WHEREAS, Running Tide Technologies, Inc., a company having its principal place of business at P.O. Box 10304, Portland, ME 04104, its successors, legal representatives, and assigns (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent 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) 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 the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the 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, the 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 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 of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent 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 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 identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(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.


The 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 the sole and lawful owner of the 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.

The 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), 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.


The 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.

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

Date: April 15, 2021 By: 
Matthew Jordan Odlin

For and on behalf of ASSIGNEE:

Date: April 15, 2021

By: 
Name: Matthew Jordan ODLIN
Title: CEO
Company: Running Tide Technologies, Inc.