

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7892585

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CONDUX INTERNATIONAL, INC.	04/05/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ROBERT R SEEKELL
<b>Street Address:</b>	9455 S. CHERRY APPLE AVENUE
<b>City:</b>	KUNA
<b>State/Country:</b>	IDAHO
<b>Postal Code:</b>	83634
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17402975
<b>Patent Number:</b>	11027414
<b>Patent Number:</b>	11476596
<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>	2083451122
<b>Email:</b>	KAREN@SHAVERSWANSON.COM
<b>Correspondent Name:</b>	SHAVER & SWANSON, LLP
<b>Address Line 1:</b>	913 W. RIVER STREET STE. 420
<b>Address Line 4:</b>	BOISE, IDAHO 83702
<b>ATTORNEY DOCKET NUMBER:</b>	SEER606
<b>NAME OF SUBMITTER:</b>	KAREN E. WALKER
<b>SIGNATURE:</b>	/Karen E. Walker/
<b>DATE SIGNED:</b>	04/10/2023
<b>Total Attachments: 5</b>	
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## TERMINATION AGREEMENT

This TERMINATION AGREEMENT, dated as of April 5, 2023 (this "Agreement"), is entered into between ROBERT RAY SEEKELL, an Idaho individual ("Seekell"), and CONDUX INTERNATIONAL, INC., a Minnesota corporation (the "Company").

### Recitals

A. The parties hereto are parties to a Patent and Know-How License Agreement dated March 23, 2020 and effective March 24, 2020 ("Original Agreement"), a FIRST ADDENDUM to the Patent and Know-How License Agreement ("First Addendum") dated and effective June 4, 2020, a SECOND ADDENDUM to the Patent and Know-How License Agreement, dated and effective September 9<sup>th</sup>, 2020 ("Second Addendum", and THIRD ADDENDUM to the Patent and Know-How License Agreement, dated as of June 8, 2021 and effective June 10, 2021 ("Third Addendum") (Collectively The Agreements).

B. The parties hereto have mutually agreed to terminate The Agreements pursuant to the terms of this Agreement, including the appropriation of rights in any Jointly Developed Technology, which is defined as any and all technology developed in cooperation by the parties pursuant to The Agreements.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Seekell and the Condux hereby agree as follows (all capitalized terms not defined herein shall have the meanings specified in The Agreements):

### Agreement

1. Termination. The parties hereby agree to terminate The Agreements. Effective as of the date hereof (the "Termination Date"), The Agreements shall terminate and be of no further force and effect. Notwithstanding any provision of The Agreements to the contrary, neither party shall have any further obligations thereunder or with respect thereto, except as specifically set forth herein.

2. Effect of Termination. Effective as of the Termination Date, neither Seekell, on the one hand, nor Condux (or its Affiliates or its directors, officers, employees, agents or other representatives), on the other hand, shall have any liability or obligation to each other under the The Agreements, except the following:

- a. Condux shall provide to Seekell one of each model or prototype that Condux constructed pursuant to The Agreements regarding Jointly Developed Technology that Condux is in possession of, including, but not limited to, the following models or prototypes:

- i. 10 inch radius block
  - ii. 20 inch radius block
  - iii. block pivoting base
  - iv. base insert for wood
  - v. fiberglass fly arm prototype
  - vi. ratchet assembly for base
  - vii. Grounding assembly prototype
  - viii. Fiberglass hot arm prototype
  - ix. Stringing block insulator
- b. Condux shall provide an electronic copy of all CAD modeling files in useable form for each prototype and/or product that Condux has created pursuant to The Agreements. Condux agrees that Seekell shall have the right to reproduce, copy, and otherwise alter the CAD modeling files, including utilizing the CAD modeling files to build working prototypes and/or products, including in agreement, joint venture, or otherwise in association with third parties.
- c. Condux shall provide a copy of the bill of materials, if available, for each model/prototype set forth in section 2a above. Condux agrees that Seekell shall have the right to reproduce, copy, and otherwise alter each bill of materials, including utilizing the bill of materials to build working prototypes and/or products, including in agreement, joint venture, or otherwise in association with third parties.
- d. Condux shall return to Seekell any prototypes provided to Condux by Seekell. This includes Seekell's original hot arm prototype.
- e. Condux shall provide the materials and documents pursuant to paragraphs a.-d. above within thirty (30) days of the date of this agreement.

3. With respect to ownership of any patent applications and granted patents for the Jointly Developed Technology, Condux does hereby sell, assign, convey and transfer unto Seekell, and his successors and assigns, free and clear of any and all liens, restrictions, claims and encumbrances, Condux's entire right, title, and interest in and to the Jointly Developed Technology set forth in The Agreements, and more specifically in the First Addendum, Second Addendum, and Third Addendum, as U.S. Patent Nos. 11,027, 414 titled Line Holder, U.S. Patent No. 11,476,596 titled "Grounding Attachment for Radius Block for Stringing Conductors," and U.S. Patent Application No. 17/402,975, title "Insulator for Stringing Block," including all continuations or continuations-in-part of each of the applications listed, together with all rights of registration, maintenance, and protection thereof in any form, the right to file continuing applications of any and all material disclosed in each of these patents and patent applications, the right to file for patenting of any currently unapplied for Jointly Developed Technology, and all rights to income, royalties, damages and payments now due or hereafter due or payable in respect thereto, and all rights of recovery and of legal action for past or future infringements and of interference proceedings and reexaminations

involving such Jointly Developed Technology.

4. With respect to any and all non-patented products and/or inventions listed in the First Addendum, Second Addendum, and Third Addendum, Condux does hereby relinquish, transfer and otherwise disclaim to Seekell any and all claim of ownership in each product and/or invention listed in the First Addendum, Second Addendum, and Third Addendum. This includes the "Wood pole base attachment," "Metal Pole base attachment (rubber)," and Line Holder set forth in the First Addendum, the "Grounding Attachment" set forth in the Second Addendum, and the "CRS Stringing Block Base Insulator" set forth in the Third Addendum. Condux does hereby disclaim, relinquish, and transfer any and all claim of ownership in each of these products and/or inventions to Seekell.

5. Releases. Effective as of the Termination Date, each of the parties hereto, on its own behalf and on behalf of its principals, agents, affiliates, successors, assigns, heirs, representatives, and attorneys, hereby irrevocably, fully and unconditionally releases and forever discharges the other party and each of its past or present directors, officers, employees, attorneys, principals, agents, affiliates, successors, assigns, heirs, representatives, and insurers, from and against any and all present and future claims, counterclaims, demands, actions, suits, causes of action, damages, controversies and liabilities, including, without limitation, any costs, expenses, bills, penalties or attorneys' fees, whether known or unknown, contingent or absolute, foreseen or unforeseen, and whether in law, equity or otherwise, that could have been asserted in any court or forum and relating in any way to any conduct, occurrence, activity, expenditure, promise or negotiation arising from or relating to The Agreements, including the performance thereof and further payment obligations of any kind in connection therewith.

6. Due Authorization. Each party hereto hereby represents and warrants that the signature to this Agreement has been duly authorized by all necessary corporate action on its part and that the officer executing this Agreement on its behalf has the authority to execute the same and to bind it to the terms and conditions of this Agreement.

7. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner.

8. Counterparts. This Agreement may be executed and delivered (including by email transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

9. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Idaho applicable to contracts executed in and to be performed in that State. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in any Idaho state or federal court sitting in the County of Ada. The parties hereto hereby (a) submit to the exclusive jurisdiction of any state or federal court sitting in the City of Boise and County of Ada for the purpose of any action or proceeding arising out of or relating to this Agreement brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the action or proceeding is brought in an inconvenient forum, that the venue of the action or proceeding is improper, or that this Agreement may not be enforced in or by any of the above-named courts.

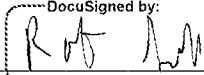
10. Amendment. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

11. Further Assurances. The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement.

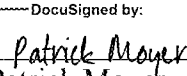
12. Entire Agreement; Assignment. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof, including The Agreements.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

ROBERT RAY SEEKELL

DocuSigned by:  
By:  4/5/2023  
Robert Ray Seekell

CONDUX INTERNATIONAL, INC.

DocuSigned by:  
By:  4/5/2023  
Name: Patrick Moyer  
Title: Chief Executive Officer

