507905666 05/15/2023

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7952791

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------------|----------------|
| PJR HOLDING COMPANY LLC | 11/01/2022 |

RECEIVING PARTY DATA

| Name: | NEP SUPERSHOOTERS L.P. |
|-----------------|------------------------|
| Street Address: | 2 BETA DRIVE |
| City: | PITTSBURGH |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 15238 |

PROPERTY NUMBERS Total: 3

| Property Type | Number |
|---------------------|----------|
| Application Number: | 15510975 |
| Application Number: | 17599434 |
| Application Number: | 17441220 |

CORRESPONDENCE DATA

Fax Number: (212)755-7306

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.

Email: afrizzell@jonesday.com

JONES DAY Correspondent Name:

Address Line 1: 250 VESEY STREET

Address Line 4: **NEW YORK, NEW YORK 10281-1047**

| ATTORNEY DOCKET NUMBER: | 029411-000009 |
|-------------------------|-------------------|
| NAME OF SUBMITTER: | MATTHEW JOHNSON |
| SIGNATURE: | /Matthew Johnson/ |
| DATE SIGNED: | 05/15/2023 |

Total Attachments: 5

source=NEP Piksel PurchasedPatentAssignmentAgreement Executed#page1.tif source=NEP Piksel PurchasedPatentAssignmentAgreement Executed#page2.tif source=NEP_Piksel_PurchasedPatentAssignmentAgreement_Executed#page3.tif source=NEP_Piksel_PurchasedPatentAssignmentAgreement_Executed#page4.tif source=NEP Piksel PurchasedPatentAssignmentAgreement Executed#page5.tif

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("Agreement"), dated as of November 1, 2022, is made by PJR Holding Company LLC ("Assignor"), in favor of NEP Supershooters L.P., a Delaware limited partnership ("Assignee").

RECITALS

WHEREAS Assignee and Assignor are party, among others, to the Asset Purchase Agreement, dated November 1, 2022 (as amended, modified or supplemented in accordance with its terms, the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to transfer legal title of certain IP rights to Assignee, including all right, title, and interest to the patents listed on the attached <u>Schedule A</u> hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof ("Assigned Patents");

WHEREAS, Assignor and Assignee seek to affirm the transfer and assignment of all right, title and interest to the Assigned Patents.

NOW, THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

- 1. Assignment. Assignor hereby acknowledges that it hereby irrevocably sells, transfers, and assigns to Assignee and its successors and assigns, and Assignee hereby acknowledges that it has purchased and acquired Assignor, (a) all of Assignor's present and future right, title, and interest in and to the Assigned Patents; (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable Law; (c) all rights to and claims for damages, restitution and injunctive relief for past, present and future infringement, dilution, misappropriation, unlawful imitation, misuse or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages, all rights of priority and protection of interests therein under the Laws of any jurisdiction; and (d) all rights to receive all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, whether known or unknown, contingent or noncontingent.
- 2. <u>Reservation of Rights.</u> All rights not explicitly granted herein are expressly reserved by Assignor. For avoidance of doubt, the Excluded Assets set forth on Schedule 1.2(d) of the Purchase Agreement are not transferred and hereby reserved and confirmed to be held by Assignor.
- 3. <u>Recordation</u>. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

- 4. <u>Further Assurances.</u> Without limiting Assignor's obligations pursuant to the Purchase Agreement, Assignor acknowledges and agrees that, at any time and from time to time after the Closing, it will execute and deliver to Assignee or its designee such further conveyances, assignments or other written assurances as Assignee may reasonably request to perfect Assignee's title to the Assigned Patents. Following the date hereof, Assignor shall take reasonable steps and actions, and provide reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives to execute and deliver any accurate affidavits, declarations, oaths, exhibits, assignments, or powers of attorney (limited to powers for the filing of such documents with applicable governmental agencies), as may be necessary to effect, evidence or perfect the assignment of the Assigned Patents to Assignee or any assignee or successor thereto. If Assignor is unable for any reason to secure Assignee's signature to any document it is entitled to under this section, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document with the same legal force and effect as if executed by the Assignor.
- 5. <u>Terms of the Purchase Agreement</u>. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of a conflict or an apparent conflict between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.
- 6. <u>Governing Law</u>. This Agreement shall be governed by and interpreted and enforced in accordance with U.S. federal law or the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, or U.S. federal law, as the case may be.
- 7. Consent to Jurisdiction; Service of Process; Waiver of Jury Trial. Any suit, action or other proceeding arising out of or relating to this Agreement or any transaction contemplated hereby shall be brought exclusively in the Delaware Court of Chancery in New Castle County or the U.S. Patent Trial and Appeals Board, or in the event (but only in the event) that the Delaware Court of Chancery in New Castle County does not have subject matter jurisdiction over such action, the United States District Court for the District of Delaware, and each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of such courts for the purpose of any such suit, action or other proceeding. A final judgment in any such suit, action or other proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in such courts, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth herein shall be effective service of process for any such action, suit or proceeding. Each party hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement, the transactions

contemplated hereby or the actions of such party in the negotiation, administration, performance and enforcement hereof.

- 8. <u>Assignment; Successors and Assigns</u>. All of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 9. <u>Titles and Headings</u>. The titles, captions and table of contents in this Agreement are for reference purposes only, and shall not in any way define, limit, extend or describe the scope of this Agreement or otherwise affect the meaning or interpretation of this Agreement.
- 10. <u>Entire Agreement</u>. This Agreement and the Purchase Agreement constitute the entire agreement among the parties hereto with respect to the matters covered hereby and supersedes all previous written, oral or implied understandings among them with respect to such matters. In the event of a conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall control.
- 11. <u>Amendments and Waivers</u>. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party hereto in exercising any right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 12. <u>Severability</u>. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 13. <u>Interpretation</u>. The parties have participated jointly in the negotiation and drafting of this Agreement, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party by virtue of the authorship of this Agreement shall not apply to the construction and interpretation hereof. The parties agree that any drafts of this Agreement prior to the final fully executed drafts shall not be used for purposes of interpreting any provision thereof, and each of the parties agrees that no party or any Affiliate thereof shall make any claim, assert any defense or otherwise take any position inconsistent with the foregoing in connection with any Legal Proceeding among any of the foregoing.
- 14. <u>Counterparts</u>. This Agreement may be executed in counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. The parties agree that the delivery of this Agreement may be effected by means of an exchange of facsimile signatures or other electronic delivery.

[Signature page follows]

IN WITNESS WHEREOF, Assignee and Assignor have caused this Patent Assignment Agreement to be executed as of the day and year first above written.

ASSIGNOR

PJR Holding Company LLC

By: k. Peter Heiland

Names Peter Heiland

Title: Director

ASSIGNEE

NEP Supershooters L.P.

By Dean Maccarato

Namre: Dean Naccarato

Title: Chief Legal Officer

[Signature Page to Patent Assignment Agreement]

SCHEDULE A

| Territory | Application No. | Application No. Application Date | Publication No. | Publication Date | Registration No. |
|--------------------------|-----------------|----------------------------------|--------------------|-------------------------|------------------|
| Germany | 15767116.5 | 2015-09-11 | EP3192266 | 2017-07-19 | 602015054734.9 |
| European Patent | 15767116.5 | 2015-09-11 | EP3192266 | 2017-07-19 | 3192266 |
| France | 15767116.5 | 2015-09-11 | EP3192266 | 2017-07-19 | 3192266 |
| United Kingdom | 15767116.5 | 2015-09-11 | EP3192266 | 2017-07-19 | 3192266 |
| United States of America | 15/510975 | 2015-09-11 | US20170244987-A1 | 2017-08-24 | 10511871 |
| United States of America | 17/599434 | 2020-03-27 | US-2022-0189174-A1 | 2022-06-16 | |
| United States of America | 17441220 | 2020-03-20 | | | |

PATENT REEL: 063637 FRAME: 0537

RECORDED: 05/15/2023