

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8017471

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THOMAS GMBH + CO. TECHNIK + INNOVATION KG	12/30/2022
RECEIVING PARTY DATA	
Name:	3B LUX SARL
Street Address:	22-24 BOULEVARD ROYAL
City:	LUXEMBOURG
State/Country:	LUXEMBOURG
Postal Code:	L2449
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	8066922
Patent Number:	9630360
Patent Number:	9393741
Patent Number:	10052829
Patent Number:	11273612
Patent Number:	10456998
Patent Number:	11446886
CORRESPONDENCE DATA	
Fax Number:	(770)804-0900
<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:	7707090023
Email:	lcolton@srtslaw.com
Correspondent Name:	SMITH TEMPEL BLAHA LLC
Address Line 1:	1600 PARKWOOD CIRCLE SE, SUITE 620
Address Line 4:	ATLANTA, GEORGIA 30339
ATTORNEY DOCKET NUMBER:	48137.000
NAME OF SUBMITTER:	LAURENCE P. COLTON
SIGNATURE:	/lpcolton/
DATE SIGNED:	06/21/2023

Total Attachments: 12

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SALES AGREEMENT

between the companies

Thomas GmbH + Co. Technik + Innovation KG
Waikmühlenstraße 93
27432 Bremervörde
Germany

- hereinafter referred to as **SELLER** -

and

3b lux sarl
22-24 boulevard royal ,
L 2449 Luxembourg

- hereinafter referred to as **BUYER** -

PREAMBLE

a) The SELLER has, among other things, been very successfully engaged in the development and sale of devices and processes for the production of profiles made of fibre reinforced plastic for several years. In addition, the SELLER offers services in this connection.

In this field, the SELLER has built up a comprehensive portfolio of industrial property rights, in particular patents and trademarks. The property rights listed in APPENDIX 1 are hereinafter collectively referred to as "Contractual Property Rights".

The SELLER is solely entitled to dispose of the contractual property rights. The contractual property rights are not pledged or encumbered. Licenses for radius capable machinery have

been granted to third parties for the contractual property rights. The three existing license agreements are listed in APPENDIX 2. These license agreements are in no way limiting the Seller in disposing or transferring the associated property rights. The parties are aware that machines exist in the market, which partly use contractual property rights. These machines are explicitly not capable of producing curved profiles (i.e. radius pultrusion).

The contractual property rights have been mostly granted and are in force. The contractual rights are in no way subject to any ongoing litigation or challenged in court or other forum.

b) The BUYER is interested in acquiring the contractual property rights together with the granted licenses from the SELLER.

c) Independently of the acquisition described above, the SELLER and the BUYER have a mutual interest in supporting the seller in the practical application of the relevant intellectual property. Therefore, both parties will engage in discussion in order to coordinate concrete measures of support. To this extend the SELLER, on demand of the BUYER, will provide the BUYER with concrete support-offers, taking into account relevant capabilities of the SELLER.

Based on the foregoing, the Parties agree as follows:

§ 1

The SELLER sells all contractual property rights together with the license agreements to the BUYER, so that the BUYER can dispose of the contractual property rights at will.

The SELLER grants the BUYER the right to make unrestricted use of the contractual property rights, to sell them and/or to give them up.

The SELLER agrees to the transfer of all contract protection rights to the BUYER.

The BUYER undertakes to transfer the contractual property rights from the SELLER to the BUYER before the relevant patent offices as soon as possible from the day of signing of this agreement.



The SELLER undertakes to provide the BUYER with all necessary information for the transfer and to support the BUYER in the transfer.

The SELLER declares not to make any dispositions on the contractual property rights until the transfer is legally effective.

§ 2

The BUYER shall pay to the SELLER for the acquisition of all contractual property rights according to ANNEX 1 and license contracts according to ANNEX 2 REDACTED- (amount).

The SELLER declares that with the payment of the aforementioned amount to the BUYER all its claims against the BUYER are settled.

The said amount shall be paid by the BUYER within one month from the signature of the agreement to an account to be named by the SELLER.

§ 3

With the agreement all rights and obligations in connection with the existing license contracts are transferred from the SELLER to the BUYER, i.e. in particular that the BUYER becomes licensor in the mentioned license contracts towards the licensees.

§ 4

The BUYER declares to have taken note of all information on file concerning the granting procedures of the contractual property rights, so that he could form his own opinion about the legal validity and the scope of protection.



§ 5

With the signing of the agreement all rights and obligations in connection with the contract protection rights are transferred to the BUYER. This includes in particular the payment of the renewal or annual fees of all contract protection rights.

The SELLER is no longer responsible for the maintenance of the contract protection rights from the day of signing the agreement.

§ 6

The BUYER grants the SELLER a free and non-exclusive, non transferable right to the unrestricted use of all contract protection rights.

This right of use applies in particular also to the companies directly affiliated with the SELLER.

The right of use includes in particular the production of profiles on existing machinery as well as the performance of services.

§ 7

For the period of 105 days after of signing of this Agreement, the SELLER undertakes to indemnify the BUYER with respect to the Contractual Property Rights.

In the event that during the aforementioned period claims are asserted by third parties in connection with the Contractual Property Rights, the SELLER undertakes to provide the BUYER with appropriate compensation.



§ 8

No additional agreements have been made. All changes or additions to this sales agreement must be made in writing. This also applies to the cancellation of this written form requirement.

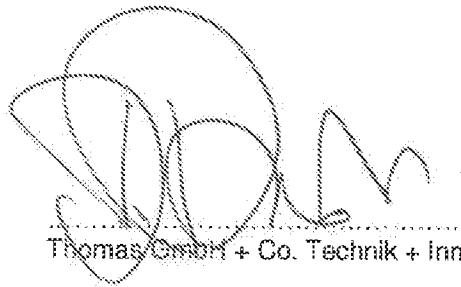
§ 9

Should a provision of this sales agreement be or become invalid, or should the sales agreement contain a loophole, the legal validity of the remaining provisions shall remain unaffected. In place of the invalid provision, a valid provision shall be deemed to have been agreed which comes as close as possible to the economic purpose intended by the parties. The same shall apply in the event of a loophole in this sales agreement.

§ 10

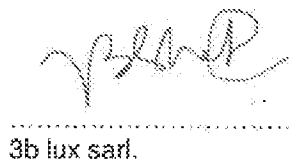
The court of first instance for all disputes arising from and in connection with this sales agreement is the district court of Stade, Germany.

Bremervörde, 12/30/2022



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Thomas GmbH + Co. Technik + Innovation KG

Luxembourg, 12/30/2022



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APPENDIX 1
APPENDIX 2

APPENDIX 1

Our ref.	Keyword	Protective right	Official file number	Application date	Territory
THG-31-DEE	Moving Mould	Patent	50 2008 011 290.1	12.03.2008	Germany
THG-31-EP	Moving Mould	Patent	2 139 670	12.03.2008	Europe
THG-31-ES	Moving Mould	Patent	2 139 670	12.03.2008	Spain
THG-31-FR	Moving Mould	Patent	2 139 670	12.03.2008	France
THG-31-GB	Moving Mould	Patent	2 139 670	12.03.2008	Great Britain
THG-31-IN	Moving Mould	Patent	285970	12.03.2008	India
THG-31-RU	Moving Mould	Patent	2 459 705	12.03.2008	Russia
THG-31-TR	Moving Mould	Patent	TR 2014 04820 T4	12.03.2008	Turkey
THG-31-US	Moving Mould	Patent	8 066 922	12.03.2008	USA
THG-31-WO	Moving Mould	Patent	PCT/EP 2008/001954	12.03.2008	International
THG-34-BR	Snake-Processing	Patent	BR 11 2013 025 029-1	15.03.2012	Brazil

PATENT

REEL: 064010 FRAME: 0731

Our ref.	Keyword	Protective right	Official file number	Application date	Territory
THG-34-CN	Snake-Processing	Patent	ZL 2012 80 016 112.5	15.03.2012	China
THG-34A-DEE	Snake-Processing II	Patent	50 2012 015 225.9	15.03.2012	Germany
THG-34-DEE	Snake-Processing	Patent	50 2012 011 034.3	15.03.2012	Germany
THG-34-EP	Snake-Processing	Patent	2 691 227	15.03.2012	Europe
THG-34A-EP	Snake-Processing II	Divisional Patent	2 764 982	15.03.2012	Europe
THG-34A-ES	Snake-Processing II	Patent	2 764 982	15.03.2012	Spain
THG-34-ES	Snake-Processing	Patent	2 691 227	15.03.2012	Spain
THG-34-FR	Snake-Processing	Patent	2 691 227	15.03.2012	France
THG-34A-FR	Snake-Processing II	Patent	2 764 982	15.03.2012	France
THG-34A-GB	Snake-Processing II	Patent	2 764 982	15.03.2012	Great Britain
THG-34-GB	Snake-Processing	Patent	2 691 227	15.03.2012	Great Britain
THG-34A-IT	Snake-Processing II	Patent	50 2019 0000 97020	15.03.2012	Italy
THG-34A-TR	Snake-Processing II	Patent	TR 2019 18372 T4	15.03.2012	Turkey
THG-34-US	Snake-Processing	Patent	9 630 360	15.03.2012	USA
THG-34-WO	Snake-Processing	Patent	PCT/EP 2012/001159	15.03.2012	International
THG-37-BR	Moving Mould II	Patent	BR 11 2014 010 460-8	19.10.2012	Brazil

PATENT

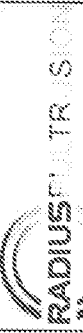
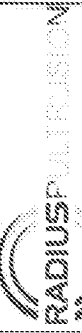
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Our ref.	Keyword	Protective right	Official file number	Application date	Territory
THG-37-CN	Moving Mould II	Patent	ZL 2012 80 062 777.X	19.10.2012	China
THG-37-DEE	Moving Mould II	Patent	50 2012 012 447.6	19.10.2012	Germany
THG-37-EP	Moving Mould II	Patent	2 773 499	19.10.2012	Europe
THG-37-FR	Moving Mould II	Patent	2 773 499	19.10.2012	France
THG-37-GB	Moving Mould II	Patent	2 773 499	19.10.2012	Great Britain
THG-37-US	Moving Mould II	Patent	9 393 741	19.10.2012	USA
THG-37-WO	Moving Mould II	Patent	PCT/EP 2012/004389	19.10.2012	International
THG-39-DEE	Push pultrusion	Patent	50 2013 008 666.6	12.06.2013	Germany
THG-39-EP	Push pultrusion	Patent	2 864 111	12.06.2013	Europe
THG-39-ES	Push pultrusion	Patent	2 864 111	12.06.2013	Spain
THG-39-FR	Push pultrusion	Patent	2 864 111	12.06.2013	France
THG-39-GB	Push pultrusion	Patent	2 864 111	12.06.2013	Great Britain
THG-39-IT	Push pultrusion	Patent	50 2018 0000 02339	12.06.2013	Italy
THG-39-US	Push pultrusion	Patent	10,052,829	12.06.2013	USA
THG-39-WO	Push pultrusion	Patent	PCT/EP 2013/001719	12.06.2013	International
THG-45-CN	Production thin-walled profiles	Patent	ZL 2015 80 013 273.2	07.01.2015	China

Our ref.	Keyword	Protective right	Official file number	Application date	Territory
THG-45-DEE	Production thin-walled profiles	Patent	50 2015 003 608.7	07.01.2015	Germany
THG-45-EP	Production thin-walled profiles	Patent	3 099 472	07.01.2015	Europe
THG-45-FR	Production thin-walled profiles	Patent	3 099 472	07.01.2015	France
THG-45-GB	Production thin-walled profiles	Patent	3 099 472	07.01.2015	Great Britain
THG-45-TR	Production thin-walled profiles	Patent	TR 2018 09230 T4	07.01.2015	Turkey
THG-45-WO	Production thin-walled profiles	Patent	PCT/EP 2015/000014	07.01.2015	International
THG-53-CN	Moving-Mould + Gripper	Patent	ZL 2017 80 048 623.8	11.07.2017	China
THG-53-DE	Moving-Mould + Gripper	Patent	10 2016 009 953.4	16.08.2016	Germany
THG-53-EP	Moving-Mould + Gripper	Patent	3 493 977	11.07.2017	Europe
THG-53-EPDE	Moving-Mould + Gripper	Patent	50 2017 014 072.6	11.07.2017	Germany
THG-53-RU	Moving-Mould + Gripper	Patent	2 707 028	11.07.2017	Russia
THG-53-US	Moving-Mould + Gripper	Patent	11,273,612	11.07.2017	USA
THG-53-WO	Moving-Mould + Gripper	Patent	PCT/EP 2017/000818	11.07.2017	International
THG-55-DE	Word/Image: RADIUS PULTRUSION 	Trademark	30 2016 029 097	15.10.2016	Germany

PATENT

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Our ref.	Keyword	Protective right	Official file number	Application date	Territory
THG-55-GB	Word/image: RADIUS PULTRUSION	Trademark	UK00801353037	12.04.2017	Great Britain
THG-55-MI	Word/image: RADIUS PULTRUSION 	Trademark	1 353 037	12.04.2017	International
THG-55-MI/CN	Word/image: RADIUS PULTRUSION - China 	National Correspondence IR-Trademark	1 353 037	12.04.2017	China
THG-55-MI/EU	Word/image: RADIUS PULTRUSION 	National Correspondence IR-Trademark	1 353 037	12.04.2017	European Union
THO-130-EU	Word: puliCUBE	Trademark	18 163 906	10.12.2019	European Union
THO-130-GB	Word: puliCUBE	Trademark	UK00918163906	10.12.2019	Great Britain
THO-130-MI	Word: puliCUBE	Trademark	1 535 264	18.05.2020	International
THO-130-MI/KR	Word: puliCUBE - South Korea	National Correspondence IR-Trademark	1 535 264	18.05.2020	South Korea
THG-43-US	Avoidance of fiber congestion	Patent	10,456,998	30.06.2015	USA
THG-43-WO	Avoidance of fiber congestion	Patent	PCT/EP 2015/001317	30.06.2015	International

Our ref.	Keyword	Protective right	Official file number	Application date	Territory
THG-60-CN	Start- and Stop-Automatic	Patent	ZL 2018 80 047 272.3	03.05.2018	China
THG-60-DE	Start- and Stop-Automatic	Patent	10 2017 005 296.4	24.05.2017	Deutschland
THG-60-EP	Start- and Stop-Automatic	Patent	3 630 467	03.05.2018	Europe
THG-60-EPDE	Start- and Stop-Automatic	Patent	50 2018 011 190.7	03.05.2018	Deutschland
THG-60-IN	Start- and Stop-Automatic	Patent	2019 47 053 071	03.05.2018	India
THG-60-US	Start- and Stop-Automatic	Patent	11,446,886	03.05.2018	USA
THG-60-WO	Start- and Stop-Automatic	Patent	PCT/EP 2018/000238	03.05.2018	International