# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8027762

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date	
CYGNUS, LLC	05/26/2023	

#### **RECEIVING PARTY DATA**

Name:	HELIOS TECHNOLOGIES HOLDINGS, LLC	
Street Address: 7456 16TH STREET EAST		
City: SARASOTA		
State/Country: FLORIDA		
Postal Code:	34243	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	10848567
Application Number:	63429799

#### **CORRESPONDENCE DATA**

Fax Number:

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:** katrina.balasko@quarles.com

Correspondent Name: NICOLE J. RENOUARD AT QUARLES & BRADY LLP

Address Line 1: 411 EAST WISCONSIN AVENUE, SUITE 2400

Address Line 4: MILWAUKEE, WISCONSIN 53202-4428

NAME OF SUBMITTER:	NICOLE J. RENOUARD
SIGNATURE:	/nicolejrenouard/
DATE SIGNED:	06/27/2023

## **Total Attachments: 5**

source=19 Patent Assignment Agreement#page1.tif source=19 Patent Assignment Agreement#page2.tif source=19 Patent Assignment Agreement#page3.tif source=19 Patent Assignment Agreement#page4.tif source=19 Patent Assignment Agreement#page5.tif

PATENT 507980622 REEL: 064076 FRAME: 0832

## PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "<u>Agreement</u>") is entered into as of May 26, 2023, by and between **Helios Technologies Holdings, LLC**, a Florida limited liability company ("<u>Assignee</u>"), and **Cygnus, LLC** a Wisconsin limited liability company ("<u>Assignor</u>"). Capitalized terms used herein and not defined shall have the meanings given to them in the Purchase Agreement (as defined below).

### RECITALS:

- (a) Assignor and Assignee, among other parties, have entered into a Membership Interest Purchase Agreement (the "<u>Purchase Agreement</u>"), dated as of May 3, 2023, relating to the acquisition by Assignee of certain assets of Assignor, including the patents and/or pending patent applications listed on Exhibit 1 hereto (the "Patents").
- (b) This Agreement is being executed pursuant to the Purchase Agreement.

#### AGREEMENT:

NOW, THEREFORE, in consideration of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- Assignor hereby irrevocably sells, transfers, assigns and conveys to Assignee, free and clear of any and all Encumbrances except Permitted Encumbrances, all of Assignor's right, title and interest throughout the United States of America and the territories thereof, for all foreign countries and under all international agreements in and to any inventions disclosed in the Patents, the Patents, and all priority rights arising therefrom, all applications hereafter filed in the United States, in any other country, or under any international agreement based in whole or in part on the Patents, including, without limitation, the right to file any reissues, continuations, continuations-in-part, and divisionals thereof, and the rights to recover damages and profits for past, present or future infringements or unauthorized use thereof, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.
- 2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of Assignor's right, title, and interest in the Patents.
- 3. Assignor hereby authorizes and requests any agency having jurisdiction over the ownership of the Patents to record Assignee as the owner of the Patents.
- 4. Assignor further agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest and record good title to the Patents in Assignee, Assignor will, without further consideration, promptly provide or execute such other documents

PATENT REEL: 064076 FRAME: 0833 or take such further acts as may be reasonably necessary upon Assignee's reasonable request, including reasonable cooperation and assistance in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby. In the event that Assignor is unable for any reason whatsoever to secure the necessary signatures to any document Assignee is required to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents power of attorney to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. This power of attorney will be deemed coupled with an interest and will be irrevocable.

- 5. Assignor's right, title, and interest in the Patents is being transferred by Assignor to Assignee, and assumed by Assignee, pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.
- 6. This Agreement shall be governed by and construed under and in accordance with the internal laws of the State of Delaware, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.
- 7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Each of the parties to this Agreement agrees that a signature affixed to a counterpart of this Agreement and delivered by facsimile or other electronic transmission by any Person is intended to be its, his or her signature and shall be valid, binding and enforceable against such Person.

[Signature Page Follows]

QB\80745752.3

IN WITNESS WHEREOF, the parties have caused this Patent Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:	
CYGNUS, LLC	
DocuSigned by:	
By: Wayne Hansen	
Name: Wayne M. Hansen	
Its: Manager	
ASSIGNEE:	
HELIOS TECHNOLOGIES H	OLDINGS, LLC
By: HELIOS TECHNOLOGIE its Manager	S, INC.,
By:	
Name: Marc Greenberg	

Its: General Counsel and Corporate Secretary

IN WITNESS WHEREOF, the parties have caused this Patent Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:
CYGNUS, LLC
Ву:
Name: Wayne M. Hansen Its: Manager
ASSIGNEE:
HELIOS TECHNOLOGIES HOLDINGS, LLC
By: HELIOS TECHNOCOGIES, INC.,
its Manager
By: /// Name: Marc Greenberg
Its: General Counsel and Corporate Secretary

# EXHIBIT 1

Country	App. No.	Patent No.	Title	Current Status	Owner
United States	16/699,266	10,848,567	REMOTE SUPPORT FOR IOT DEVICES	Granted	Cygnus, LLC
United States	63/429,799	NA	AI BASED IOT SUPPORT SYSTEM	Pending	Cygnus, LLC

QB\80745752.3

**RECORDED: 06/27/2023** 

PATENT REEL: 064076 FRAME: 0837