

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8104346

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
PROTERRA AG, INC.	06/23/2023

RECEIVING PARTY DATA

Name:	VELOCIGRO INC.
Street Address:	144 W. CHESTNUT AVENUE
City:	MONROVIA
State/Country:	CALIFORNIA
Postal Code:	91016

PROPERTY NUMBERS Total: 20

Property Type	Number
Application Number:	63374255
Application Number:	62360237
Application Number:	15645993
Application Number:	62820099
PCT Number:	US2017041420
Application Number:	16821940
PCT Number:	US2020023222
Application Number:	63029207
Application Number:	17328811
Application Number:	18095222
Application Number:	62882074
PCT Number:	US2021033928
Application Number:	16983716
PCT Number:	US2020044779
Application Number:	63029211
Application Number:	17328871
PCT Number:	US2021033935
Application Number:	63272978
Application Number:	18050946
PCT Number:	US2022048293

PATENT

CORRESPONDENCE DATA**Fax Number:** (919)536-6201*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.***Phone:** 19195366200**Email:** ipdocket@btlaw.com, diane.schmidt@btlaw.com**Correspondent Name:** AMY FIX/BARNES & THORNBURG LLP**Address Line 1:** 4208 SIX FORKS RD STE 1010**Address Line 4:** RALEIGH, NORTH CAROLINA 27609-5738**ATTORNEY DOCKET NUMBER:** 96192-100 FAMILY**NAME OF SUBMITTER:** AMY H. FIX**SIGNATURE:** / Amy H. Fix /**DATE SIGNED:** 08/09/2023**Total Attachments: 7**

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PATENT ASSIGNMENT

This Patent Assignment (this "**Patent Assignment**"), dated as of June 23, 2023, is made by and between **VELOCIGRO INC.**, a Delaware corporation ("**Buyer**"), and **PROTERRA AG, INC.**, a Delaware corporation ("**Seller**"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the APA (as defined below).

RECITALS

WHEREAS, Buyer and Seller now desire to carry out, in part, the intents and purposes of the APA by the execution and delivery of this Patent Assignment.

WHEREAS, Buyer and Seller entered into an Asset Purchase Agreement dated as of June 23, 2023, by and among Buyer, Seller and Local Urban Vegetables, LLLP (the "**APA**"), pursuant to which Seller agreed to sell, convey, assign, transfer and deliver the Acquired Assets (as defined in the APA) to Buyer, and Buyer agreed to purchase such Acquired Assets and to assume the Assumed Liabilities for the consideration described in the APA (including the assumption of the Assumed Liabilities), all on the terms and subject to the conditions set forth in the APA; and

WHEREAS, in accordance with the terms of the APA, Seller and Buyer have agreed to enter into this Patent Assignment, and Buyer and Seller now desire to carry out the intents and purposes of the APA by the execution and delivery of this Patent Assignment;

ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Sale**. Subject to the terms and upon the conditions set forth in the APA, as of the date hereof, Buyer hereby purchases and acquires from Seller, and Seller hereby sells, conveys, assigns, transfers and delivers, free and clear of all Liens, all of Seller's right, title and interest in, to and under:
 - a. the patents and patent applications set forth in Schedule 1 hereto along with any patents and patent applications which the patents and patent applications set forth in Schedule 1 claim priority to or claim the benefit of the filing date of or which claim priority of any of the patents and patent applications set forth in Schedule 1, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, renewals, and inventions thereof, (the "Assigned Patents");
 - b. all priority rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various form in every participating country, including the right to claim priority based on the filing date of any of the Assigned Patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes;
 - c. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise

throughout the world;

- d. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - e. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, 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.
2. Recordation and Further Actions. Seller 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 Patent Assignment upon request by Buyer.
 3. APA. The terms of the APA are incorporated herein by reference. This Patent Assignment is made in accordance with and is subject to all the terms, representations, warranties, covenants, agreements and limitations set forth in the APA and such terms, representations, warranties, covenants, agreements and limitations contained in the APA shall not be superseded or deemed enlarged, modified or altered in any way hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Patent Assignment and the APA, the APA shall control.
 4. Counterparts and Exchanges by Facsimile or Electronic Delivery. This Patent Assignment may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Patent Assignment (in counterparts or otherwise) by fax or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and conditions of this Patent Assignment.
 5. Governing Law. This Patent Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation, inducement to enter or performance of this Patent Assignment (whether related to breach of contract, tortious conduct or otherwise and whether now existing or hereafter arising) shall be governed by, and enforced in accordance with, the internal Laws of the State of Delaware, including its statutes of limitations, without giving effect to any Law that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.
 6. Consent to Jurisdiction. Each party hereto agrees that any Proceeding arising out of or relating to this Patent Assignment or any transaction contemplated hereby shall be brought exclusively in the United States District Court for the District of Delaware or in the Court of Chancery of the State of Delaware (or, if such court lacks subject matter jurisdiction, in the Superior Court of the State of Delaware), and each of the parties hereto hereby submits to the exclusive jurisdiction of such courts for itself and with respect to its property, generally and unconditionally, for the purpose of any such Proceeding. A final judgment in any such Proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each party hereto agrees not to commence any Proceeding arising out of or relating to this Patent Assignment or the transactions contemplated hereby except in the courts described above (other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described above), irrevocably and unconditionally waives any objection to the laying of venue of any Proceeding arising out of or relating to this Patent Assignment or the transactions contemplated hereby in any such court, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Proceeding brought in any such court has been brought in an inconvenient forum or does not have jurisdiction over any party

7. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, STATUTE OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS PATENT ASSIGNMENT, THE TRANSACTIONS CONTEMPLATED IN THIS PATENT ASSIGNMENT AND THE APA OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF AND THEREOF. EACH PARTY HERETO FURTHER WAIVES ANY RIGHT TO SEEK TO CONSOLIDATE ANY PROCEEDING IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER PROCEEDING IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED OR WARRANTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY HERETO UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY HERETO MAKES THIS WAIVER VOLUNTARILY AND (IV) EACH PARTY HERETO HAS BEEN INDUCED TO ENTER INTO THIS PATENT ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.
8. Further Assurances. From and after the date of this Patent Assignment, Seller shall use commercially reasonable efforts to cooperate with Buyer and shall execute and deliver such documents and take such other actions as Buyer may reasonably request for the purpose of effectuating this Patent Assignment.

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IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment as of the date first set forth above.

SELLER:

PROTRERRA AG, INC.

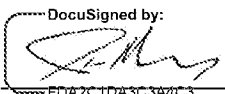
By: _____

Name:

Title:

BUYER:

VELOCIGRO INC.

By:  _____

Name: Jason Mraz

Title: President

[Signature Page to Patent Assignment]

IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment as of the date first set forth above.

SELLER:

PROTRERRA AG, INC.

DocuSigned by:
By: Robert Hayward
Name: ROBERT HAYWARD
Title: Chief Executive Officer

BUYER:

VELOCIGRO INC.

By: _____
Name:
Title:

[Signature Page to Patent Assignment]

SCHEDULE 1

Application Number	Title	KOS Ref. No.
US 63/374,255	HORTICULTURAL	NA
62/360,237*	NURSERY PLUGS	1616-002.001
15/645,993*	DUAL-MEDIA HORTICULTURAL PLUG	1616-002.101
PCT/US2017/041420*	DUAL-MEDIA HORTICULTURAL PLUG	1616-002.501
62/820,099*	WALL STRUCTURE ADAPTED FOR AQUEOUSLY GROWN MICROGREENS	1616-007.001
16/821,940	WALL STRUCTURE ADAPTED FOR AQUEOUSLY GROWN MICROGREENS	1616-007.101
PCT/US2020/023222 *	WALL STRUCTURE ADAPTED FOR AQUEOUSLY GROWN MICROGREENS	1616-007.501
EP 20774404.6	WALL STRUCTURE ADAPTED FOR AQUEOUSLY GROWN MICROGREENS	1616-007.601
63/029,207*	GEL-BASED HORTICULTURAL PLUG	1616-012.001
17/328,811	GEL-BASED HORTICULTURAL PLUG	1616-012.101
18/095,222	GEL-BASED HORTICULTURAL PLUG	1616-012.201
PCT/US2021/033928 *	GEL-BASED HORTICULTURAL PLUG	1616-012.501
62/882,074*	SCARIFICATION PROCESS AND POLYMER COATING FOR SEEDS	1616-015.001

16/983,716	SCARIFICATION PROCESS AND POLYMER COATING FOR SEEDS	1616-015.101
PCT/US2020/044779 *	SCARIFICATION PROCESS AND POLYMER COATING FOR SEEDS	1616-015.501
EP 20849222.3	SCARIFICATION PROCESS AND POLYMER COATING FOR SEEDS	1616-015.601
63/029,211*	GEL-BASED HORTICULTURAL SUBSTRATE	1616-017.001
17/328,871	GEL-BASED HORTICULTURAL SUBSTRATE	1616-017.101
PCT/US2021/033935 *	GEL-BASED HORTICULTURAL SUBSTRATE	1616-017.501
63/272,978*	GEL BASED PLANTER MATERIALS AND PLANTERS	1616-020.001
18/050,946*	GEL BASED PLANTER MATERIALS AND PLANTERS	1616-020.101
PCT/US2022/048293*	GEL BASED PLANTER MATERIALS AND PLANTERS	1616-020.501

* denotes an application that is no longer pending