508065959 08/15/2023

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8113113

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		

#### **CONVEYING PARTY DATA**

Name	Execution Date	
WOOTZ, INC.	07/26/2023	

#### **RECEIVING PARTY DATA**

Name:	KUREHA AMERICA INC.	
Street Address:	3151 BRIARPARK DR.	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77042	

## **PROPERTY NUMBERS Total: 4**

Property Type	Number		
Patent Number:	11111146		
Patent Number:	11667529		
Application Number:	18141770		
Application Number:	63462926		

#### CORRESPONDENCE DATA

Fax Number: (212)294-4700

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: 2122946635

Email: dkumar@winston.com

WINSTON & STRAWN LLP - BECKY L. TROUTMAN **Correspondent Name:** 

Address Line 1: 101 CALIFORNIA STREET

Address Line 2: 35TH FLOOR

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111-5840

ATTORNEY DOCKET NUMBER:	IPSA-WOOTZ/KUREHA AMERICA
NAME OF SUBMITTER:	BECKY L. TROUTMAN
SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	08/15/2023

**Total Attachments: 11** 

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of July 26th, 2023 is entered into by and among Wootz, Inc., a Delaware corporation with its principal office located at 699 County Rd. 2219, Cleveland, TX 77327 (together with its successors and assigns, the "Company"), and Kureha America Inc., a Delaware corporation with its principal office located at 3151 Briarpark Dr., Houston, TX 77042 (in such capacity, the "Lender").

WHEREAS, the Company and the Lender have made a filing with the Committee on Foreign Investment in the United States on May 3, 2022;

WHEREAS, the Company and the Lender have entered into that certain Joint Development Agreement, dated as of September 7, 2022 (as amended, supplemented or otherwise modified, the "JDA");

WHEREAS, the Company has issued that certain Secured Series C Convertible Promissory Note, dated as of the date hereof, in favor of the Lender (as amended, supplemented or otherwise modified, the "Note");

WHEREAS, it is a condition to the obligations of the Company under the Note that this Agreement be duly executed and delivered;

WHEREAS, the Company derives financial benefit from the financing being made available to the Company pursuant to the Note; and

WHEREAS, pursuant to the Note, the Company has agreed, among other things, to grant a security interest to the Lender in certain patents, to secure the obligations of the Company under the Note as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

#### 1. Defined Terms.

- (a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Note. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the UCC. The terms "include", "includes" and "including" mean "without limitation".
- (b) "Patents" shall mean, collectively, with respect to the Company, (x) the Wootz Patent Rights as defined in the JDA, including the Wootz Patent Rights as listed in Schedule II of the JDA, and (y) the Wootz Developed Patent Rights, as defined in the JDA, with both (x) and (y) including the Wootz Patent Rights and the Wootz Developed Patent Rights listed in Schedule A of this Agreement, and including all products and proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), together with any and all (i) rights and privileges arising under applicable law with respect to the Company's ownership and/or use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future

infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements thereof.

- (c) "<u>Termination Date</u>" means the date that is the earlier of (i) the date on which the Note is wholly repaid or converted to equity and (ii) the date on which the JDA has been terminated.
- (d) "<u>UCC</u>" means the Uniform Commercial Code as in effect from time to time in the State of Texas; <u>provided</u>, <u>however</u>, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of Lender's security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Texas, the term "UCC" shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

### 2. Security Interest; Filing Authorization.

- (a) To secure the full payment and performance of all obligations under the Note, the Company hereby grants and conveys a security interest to the Lender in the entire right, title, and interest of the Company in and to all of its Patents.
- (b) The Company hereby authorizes the Lender to file filings with the United States Patent and Trademark Office (or any successor office or any similar office in any other country), including this Agreement or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by the Company hereunder, without the signature of the Company, and naming the Company, as debtor, and the Lender, as secured party.
- (c) The Company irrevocably authorizes the Lender at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements, amendments or modifications thereto or continuations thereof that (i) indicate the Patents, and (ii) contain any other information required by part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, in order to and as necessary or appropriate (as determined by the Lender in its sole discretion) perfect the security interests in the Patents granted herein.

#### 3. The Company covenants and warrants that:

- (a) the Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (b) to the best of the Company's knowledge, each of the Patents owned by the Company is valid and enforceable (excluding pending applications for Patents);
- (c) the Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of such Patents (to the Company's knowledge with respect to unregistered Patents), free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by the Company not to sue third persons (other than non-exclusive licenses granted by the Company in the ordinary course of business); and
- (d) the Company has the corporate or other power and authority to enter into this Agreement and perform its terms.

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- On a continuing basis, the Company shall, at its sole cost and expense, (i) promptly following its becoming aware thereof, notify the Lender of any adverse determination in any proceeding or the institution of any proceeding in any federal, state or local court or administrative body or in the United States Patent and Trademark Office regarding any Patents that are material to the Company's business (as determined by the Company in its reasonable business judgment), the Company's right to register such Patents or its right to keep and maintain such registration in full force and effect, (ii) maintain all issued and registered Patents as presently used and operated, unless the Company reasonably determines, in the general course of its business to allow any such Patents to lapse or become abandoned, (iii) not permit to lapse or become abandoned any Patents and not settle or compromise any pending or future litigation or administrative proceeding with respect to any such Patents, in either case except as shall be consistent with commercially reasonable business judgment, (iv) upon the Company obtaining knowledge thereof, promptly (and in any event, within thirty (30) business days of the Company's obtaining such knowledge) notify the Lender in writing of any event which may be reasonably expected to materially and adversely affect the value of any Patents, including a levy or threat of levy or any legal process against any Patents, (v) keep commercially reasonable records respecting all Patents and (vi) furnish to the Lender from time to time upon the Lender's reasonable request therefor reasonably detailed statements and amended schedules further identifying and describing the Patents and such other materials evidencing or reports pertaining to any Patents as the Lender may from time to time request.
  - 5. The Lender hereby reserves all rights against the Company.
- 6. The Company agrees that, until the Termination Date, it will not enter into any exclusive license agreement with respect to any Patents or any other agreement (for example, a license agreement) that devalues any of the Patents or is contrary to the terms of this Agreement without the Lender's prior written consent which shall not be unreasonably withheld. Notwithstanding the foregoing, provided that subject to the terms of JDA, the Company may license technology and Patents, without the Lender's consent, for the benefit of Company's business, as determined in Company's sole discretion.
- 7. If, before the Termination Date, the Company shall at any time after the date hereof obtain any rights to any Patents not listed on Schedule A, the provisions hereof shall automatically apply thereto and be subject to the lien and security interest created by this Agreement in favor of the Lender without further action by any party. The Company shall promptly (and in any event, within five (5) business days) provide to the Lender written notice of the foregoing and confirm the attachment of the lien and security interest created by this Agreement in favor of the Lender to any rights described above by execution of an instrument in form reasonably acceptable to the Lender and the filing of any instruments or statements as shall be reasonably necessary to create, preserve, protect or perfect the Lender's security interest in such Patents, all at Lender's expense. The Company and the Lender agree, and the Company authorizes the Lender, to modify this Agreement by amending Schedule A to include any such new Patent of the Company arising after the date hereof and the provisions of this Agreement shall apply thereto.
  - 8. Any one or more of the following shall constitute an "Event of Default" hereunder:
    - (a) Any Event of Default (under and as defined in the Note) shall occur.
  - (b) The Company breaches any term, provision, warranty or representation under this Agreement which either (i) is not cured or (ii) has not commenced the process of curing, within thirty (30) days of notice thereof being given by the Lender to the Company.
  - (c) The Company shall enter into any agreement or arrangement to sell, dispose, assign, exchange, gift, lease, pledge, hypothecate or otherwise transfer, directly or indirectly, in

one transaction or a series of transactions, all or substantially all of the Patents of the Company in violation of the terms herein or without prior written consent of the Lender.

- (d) The Company transfers or otherwise encumbers any portion of the Patents in violation of the provisions of this Agreement.
- 9. In the event that an Event of Default has occurred and is continuing, the Lender may enforce the security interest given hereunder pursuant to the UCC and any other applicable law and exercise with reference to the Patents any or all of the rights and remedies of a secured party under the UCC and as otherwise granted herein or under any other applicable law, including, without limitation, the right and power to sell, at public or private sale or sales, or otherwise dispose of, or otherwise utilize the Patents and any part or parts thereof in any manner authorized or permitted under the UCC or any other applicable law after the occurrence and during the continuation of an Event of Default. To the extent permitted by law, the Company expressly waives any notice of sale or other disposition of the Patents and all other rights or remedies of the Company or formalities prescribed by law relative to sale or disposition of the Patents or exercise of any other right or remedy of Lender existing after the occurrence and during the continuation of an Event of Default; and to the extent any such notice is required and cannot be waived, the Company agrees that if such notice is given in the manner provided in Section 24 hereof at least five (5) days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice. Lender shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Lender may adjourn any public or private sale.
- 10. If any Event of Default shall have occurred and be continuing, the Company hereby grants to the Lender, to the extent assignable, an irrevocable, non-exclusive license for the duration of such Event of Default to use, assign, license or sublicense any of the Patents now owned or hereafter acquired by the Company, wherever the same may be located. Such license shall include access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout hereof. Effective upon the occurrence of such an Event of Default, the Company further hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender, as the Lender may select in its exclusive discretion, as the Company's true and lawful attorney-in-fact, with the power to endorse the Company's name on all applications, documents, papers and instruments necessary for the Lender to use the Patents, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents to any third person, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents to any third Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.
- 11. This Agreement shall terminate on the Termination Date and the Lender shall thereafter execute and deliver to the Company (solely at the expense and cost of the Lender and upon Company's reasonable request) all releases, deeds, assignments and other instruments as may be reasonably necessary or proper to release all liens and other rights of Lender hereunder and re-vest in the Company full unencumbered title to the Patents, subject to any disposition thereof which may have been made by the Lender pursuant hereto.
- 12. Any and all fees, costs and expenses in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction and the filing or recording of any documents (including all taxes in connection therewith) in public offices for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by the Company hereunder, shall be borne and paid by the Lender. Other fees, costs and expenses including the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or

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preservation of the Patents, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, shall be borne and paid by the Company.

- 13. Subject to the terms of JDA, the Company shall have the duty, if commercially reasonable in the reasonable judgment of the Company to do so, to prosecute any applications for registration of the Patents, whether pending as of the date of this Agreement or thereafter until the Termination Date and to preserve and maintain all rights in such Patents including without limitation the payment of all maintenance fees (whenever it is commercially reasonable in the reasonable judgment of the Company to do so). Unless it is not a breach of the terms of JDA, the Company shall not abandon any Patent without the consent of the Lender, which shall not be unreasonably withheld.
- 14. Unless there shall occur and be continuing any Event of Default, the Company shall have the right but in no way be obligated to commence and prosecute in its own name, as the party in interest, for its own benefit, and to join the Lender, if necessary, as a party to such suit so long as the Lender is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents and any licenses thereunder, and at the sole cost and expense of the Company, such applications for protection of the Patents and suits, proceedings or other actions to prevent the infringement, counterfeiting, unfair competition, dilution, diminution in value or other damage as are necessary to protect the Patents. Upon the occurrence and during the continuance of any Event of Default, the Lender, at its sole cost and expense, shall have the right but shall in no way be obligated to file applications for protection of the Patents and/or bring suit in the name of the Company or the Lender to enforce the Patents thereunder. In the event of such suit, the Company shall, at the reasonable request of the Lender, do any and all lawful acts and execute any and all documents requested by the Lender in aid of such enforcement at the sole cost and expense of Lender. In the event that the Lender shall elect not to bring suit to enforce any Patents that are material to the business of the Company (as reasonably determined by the Company), the Company agrees, at the reasonable request of the Lender, to take commercially reasonable actions or no action, as reasonably determined by the Company, which may include suit, proceeding or other action, to prevent the infringement, counterfeiting, unfair competition, dilution, diminution in value of or other damage to any of the Patents by any person.
- 15. No course of dealing between the Company and the Lender, nor any failure to exercise nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Note shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 16. All of the Lender's rights and remedies with respect to the Patents, whether established hereby or by the Note or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.
- 17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.
- 18. This Agreement is subject to modification only by a writing signed by the parties, except as expressly provided in Section 7.
- 19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that the Company

may not assign or transfer any of their rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

- 20. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without regard to its conflicts of law principles.
- 21. THE COMPANY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS SITTING IN HARRIS COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF TEXAS, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE NOTE, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH TEXAS STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE AGENT OR ANY CREDITOR MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER SECURITY DOCUMENT OR OTHER TRANSACTION DOCUMENT AGAINST ANY PLEDGOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO ABOVE. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT TO ASSERT ANY SUCH DEFENSE. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 24. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.
- 22. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. The Company acknowledges and agrees that a facsimile or other electronic transmission to the Lender of the signature pages hereof purporting to be signed on behalf of the Company shall constitute effective and binding execution and delivery hereof by the Company.
- 23. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER SECURITY DOCUMENT OR OTHER TRANSACTION DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

- 24. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 6 of the Note.
- 25. The Company acknowledges and agrees that, in addition to the other rights of the Lender hereunder and under the Note, because the Lender's remedies at law for failure of the Company to comply with the provisions hereof relating to the Lender's rights (i) to inspect the books and records related to the Patents, (ii) to receive the various notifications the Company is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, (iv) to enforce the provisions hereof pursuant to which the Company has appointed the Lender its attorney-in-fact, and (v) to enforce the Lender's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, the Company agrees that each such provision hereof may be specifically enforced.

[Signature Pages Follow]

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

## **COMPANY**:

WOOTZ, INC.

By: Umram Bengio

Name: Amram Bengio

Title: CEO

Acknowledged and Accepted:

# **LENDER**

# **KUREHA AMERICA INC.,**

By: Naomitsu Nishihata

Name: Naomitsu Nishihata Title: President & CEO

# SCHEDULE A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

## LIST OF PATENTS

# **Patents**

Category	<u>Description</u>	Application No. / Application Date	Patent No. / <u>Issue Date</u>	<u>Status</u>	Owner/As- signed to	Jurisdiction
Regular	CARBON NANOTUBE PRODUCT MANUFACTURING SYSTEM AND METHOD OF MANUFACTURE THEREOF	16/152246 10/4/2018	11111146 9/7/2021	Granted	Wootz, Inc.	United States of America
Divisional	CARBON NANOTUBE PRODUCT MANUFACTURING SYSTEM AND METHOD OF MANUFACTURE THEREOF	17/467009 9/3/2021	11667529 6/6/2023	Granted	Wootz, Inc.	United States of America
Continuation	CARBON NANOTUBE PRODUCT MANUFACTURING SYSTEM AND METHOD OF MANUFACTURE THEREOF	18/141770 5/1/2023	NA	Pending	Wootz, Inc.	United States of America
PCT National Phase	CARBON NANOTUBE PRODUCT MANUFACTURING SYSTEM AND METHOD OF MANUFACTURE THEREOF	201880099741.6 10/4/2018	NA	Pending	Wootz, Inc.	China
PCT National Phase	CARBON NANOTUBE PRODUCT MANUFACTURING SYSTEM AND METHOD OF MANUFACTURE THEREOF	18936229.6 10/4/2018	NA	Pending	Wootz, Inc.	European Patent Of- fice
PCT National Phase	CARBON NANOTUBE PRODUCT MANUFACTURING SYSTEM AND METHOD OF MANUFACTURE THEREOF	281989 10/4/2018	NA	Pending	Wootz, Inc.	Israel
PCT National Phase	CARBON NANOTUBE PRODUCT MANUFACTURING SYSTEM AND METHOD OF MANUFACTURE THEREOF	2021-544091 10/4/2018	NA	Pending	Wootz, Inc.	Japan

Category	<u>Description</u>	Application No. / Application Date	Patent No. / Issue Date	<u>Status</u>	Owner/As- signed to	Jurisdiction
PCT National Phase	CARBON NANOTUBE PRODUCT MANUFACTURING SYSTEM AND METHOD OF MANUFACTURE THEREOF	10-2021-7013275 10/4/2018	NA	Pending	Wootz, Inc.	South Korea
Provisional	CARBON NANOTUBE-TO- METAL ASSEMBLIES	63/462926 4/28/2023	NA	Pending	Wootz, Inc.	United States of America

PATENT REEL: 064587 FRAME: 0476

**RECORDED: 08/15/2023**