

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8121125

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SIZETEC, INC.	08/01/2023
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CONSEP SIZETEC, LTD.	
<b>Street Address:</b>	4825 HIGBEE AVENUE NW	
<b>Internal Address:</b>	SUITE 103	
<b>City:</b>	CANTON	
<b>State/Country:</b>	OHIO	
<b>Postal Code:</b>	44718	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	9694390
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(216)363-4588	
<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>		
<b>Phone:</b>	2163634677	
<b>Email:</b>	dpoirier@beneschlaw.com	
<b>Correspondent Name:</b>	DUNCAN POIRIER	
<b>Address Line 1:</b>	127 PUBLIC SQUARE	
<b>Address Line 2:</b>	SUITE 4900	
<b>Address Line 4:</b>	CLEVELAND, OHIO 44114	
<b>NAME OF SUBMITTER:</b>	DUNCAN POIRIER	
<b>SIGNATURE:</b>	/DUNCAN POIRIER/	
<b>DATE SIGNED:</b>	08/18/2023	
<b>Total Attachments: 5</b>		
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## ASSIGNMENT OF PATENTS

THIS ASSIGNMENT is dated August 1, 2023

BY:

**SIZETEC, INC.**, a corporation incorporated under the laws of Ohio,  
having an address of Suite 103 – 4825 Higbee Avenue NW, Canton,  
Ohio 44718, United States

(the "Seller")

IN FAVOUR OF:

**CONSEP SIZETEC, LTD.**, a limited liability company formed under the  
laws of Ohio, having an address of Suite 103 – 4825 Higbee Avenue  
NW, Canton, Ohio 44718, United States

(the "Purchaser")

WHEREAS:

- A. The Purchaser and the Seller, among others, entered into an asset purchase agreement dated as of the date hereof (the "Purchase Agreement") pursuant to which the Purchaser agreed to purchase from the Seller, and the Seller agreed to sell to the Purchaser, the Purchased Assets (including the Patents); and
- B. Pursuant to and in accordance with the Purchase Agreement, the Seller has agreed to execute and deliver this Assignment in favour of the Purchaser in order to effect the conveyance by the Seller to the Purchaser of all of the Seller's right, title and interest in and to the Patents.

NOW THEREFORE, in consideration of the payment by the Purchaser to the Seller of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller covenants and agrees as follows:

### **ARTICLE 1 INTERPRETATION**

#### **1.1 Defined Terms**

All capitalized terms used herein but not defined herein have the meanings ascribed to them in the Purchase Agreement.

#### **1.2 Interpretation Not Affected by Headings**

The division of this Assignment into recitals, articles, sections, subsections, paragraphs and clauses, and the insertion of headings, are for convenience of reference only and will not affect the construction or interpretation of this Assignment.

#### **1.3 Number, Gender and Other Terms**

In this Assignment, unless the context otherwise requires, (a) any reference to gender will include both genders and the neutral gender "it", (b) words importing the singular number will include

the plural and *vice versa*, (c) "or" will not be exclusive, (d) "including" will not be limiting whether or not non-limiting language (such as "without limitation") is used with reference thereto and (e) the words "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Assignment as a whole and not to any particular portion of it.

#### **1.4 Governing Law**

This Assignment will be governed by and construed, interpreted and enforced in accordance with the laws of Ohio and the federal laws of the United States applicable therein (without reference to conflicts of laws principles).

### **ARTICLE 2 ASSIGNMENT**

#### **2.1 Assignment**

The Seller hereby sells, assigns, transfers, grants, conveys and sets over unto the Purchaser, absolutely, all of the Seller's right, title and interest in and to the Patents set forth on Schedule "A" hereto (the "**Patents**"), including (a) all goodwill associated with the Patents, (b) all income, royalties and damages due or payable with respect to the Patents, (c) the right to file further applications in any jurisdiction with respect to the Patents and to receive registrations therefor and (d) the right to sue third parties for all past, present and future infringement of the Patents and any income, royalties or damages due or payable with respect to the Patents.

#### **2.2 Power of Attorney**

The Seller hereby constitutes and appoints any manager, director or officer of the Purchaser as the true and lawful attorney of the Seller, for and in the name or otherwise on behalf of the Seller, with full power of substitution, to do and execute all acts, deeds and assurances to give effect to the conveyance and assurance of the Patents unto the Purchaser in the manner herein provided in accordance with the intent and meaning of this Assignment. Said power of attorney coupled with the Purchaser's interest will not be revoked by the dissolution of the Seller or otherwise be revocable.

### **ARTICLE 3 GENERAL PROVISIONS**

#### **3.1 Assignment Subject to Purchase Agreement**

This Assignment is subject to the terms and conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of this Assignment and the Purchase Agreement, the provisions of the Purchase Agreement will prevail.

#### **3.2 Further Assurances**

The Seller covenants and agrees that, at any time and from time to time, the Seller will, at the Seller's expense and upon the request of the Purchaser, do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances and assurances as may be required for the better carrying out and performance of all the terms of this Assignment.

### **3.3 Amendment**

No modification or amendment to this Assignment may be made unless agreed to by the Purchaser in writing.

### **3.4 Enurement**

This Assignment will be binding upon and enure to the benefit of the Purchaser and the Seller and their respective successors and assigns.

### **3.5 Execution and Delivery**


An electronically or digitally signed copy of this Assignment using DocuSign or any other electronic or digital form of execution will have the same force and effect as a manually signed copy of this Assignment. Delivery of an executed copy of this Assignment by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of an originally or manually executed copy.

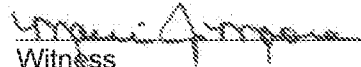
*[Signature page follows]*

IN WITNESS WHEREOF, the Seller has duly executed this Assignment as of the day and year first written above.

SIZETEC, INC.

Per:

  
Authorized Signatory

  
Witness

Schedule "A"  
Patents

Title	Country	Document / Patent Number	Inventor Name	Publication / Issued Date
Rotary interstage screen apparatus	United States	9,694,390	Tsutsumi, Masataka	2017-07-04
ROTARY INTERSTAGE SCREEN APPARATUS	Canada	2970745	Tsutsumi, Masataka	2018-06-19