

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8134224

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	UNIFORMITY LABS, INC.	11/04/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	HEAVY METAL LLC	
<b>Street Address:</b>	41400 CHRISTY STREET	
<b>City:</b>	FREMONT	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94538	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	17846300
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(202)842-7899	
<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>	202.842.7800	
<b>Email:</b>	vmelton@cooley.com, zpatdcdoctring@cooley.com	
<b>Correspondent Name:</b>	COOLEY LLP	
<b>Address Line 1:</b>	1299 PENNSYLVANIA AVE., NW	
<b>Address Line 2:</b>	SUITE 700	
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004	
<b>ATTORNEY DOCKET NUMBER:</b>	UFRM-001/06US 343167-2034	
<b>NAME OF SUBMITTER:</b>	DEAN L. FANELLI	
<b>SIGNATURE:</b>	/Dean L Fanelli/	
<b>DATE SIGNED:</b>	08/25/2023	
<b>Total Attachments: 12</b>		
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), effective as of November 4, 2020, is by and between Uniformity Labs, Inc., a Delaware corporation ("Assignor") and its wholly owned subsidiary Heavy Metal LLC, a Delaware limited liability company ("Assignee"). Each of Assignor and Assignee are sometimes referred to herein as a "Party" and collectively the "Parties." Terms used herein but not defined herein shall have the meanings set forth in the Royalty Agreement (as defined below).

WHEREAS, Assignor is a party to that certain Royalty Purchase Agreement between Assignor and OMRF (Zr) LLC ("Royalty Holder"), dated September 23, 2020 (the "Royalty Agreement") pursuant to which the Royalty Holder has agreed to provide funding to Assignor for the production and sale of high-density multi-modal powders for use in various forms of additive manufacturing.

WHEREAS, pursuant to the Royalty Agreement, Assignor agreed to establish Assignee for the purpose of holding the Transferred IP (as defined in the Royalty Agreement) and agreed to transfer to Assignee all Transferred IP.

WHEREAS, Assignor desires to assign, all worldwide right, title, and interest in and to the Transferred IP, and the Parties wish to record such acquisition of registered intellectual property in the respective Patent and Trademark Offices, Copyright Offices, and/or relevant official offices, registrars, and registries around the world.

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Royalty Agreement.

NOW, THEREFORE, in consideration of the covenants and obligations set forth in the Royalty Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Assignment of Trademarks.

- A. Effective as of the date hereof, and pursuant to the Royalty Agreement, Assignor, on behalf of itself and its Subsidiaries, hereby transfers, conveys, assigns and delivers, and shall cause its Subsidiaries to transfer, convey, assign and deliver, all right, title, and interest of Assignor and its Subsidiaries in and to (i) the Trademarks and pending trademark applications existing as of the Effective Date of the Royalty Agreement, including but not limited to those set forth in Schedule A, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the Trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the

world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

- B. Effective as of the date of the Acquisition of any and all Trademarks and pending trademark applications by Assignor or any Pledged Subsidiary during the term of the Royalty Agreement, Assignor, on behalf of itself and its Pledged Subsidiaries, hereby transfers, conveys, assigns and delivers, and shall cause its Pledged Subsidiaries to transfer, convey, assign and deliver, all right, title, and interest of Assignor and the Pledged Subsidiaries in and to (i) such Trademarks and pending applications, together with (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the Trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

## 2. Assignment of Patents.

- A. Effective as of the date hereof, and pursuant to the Royalty Agreement, Assignor, on behalf of itself and its Subsidiaries, hereby transfers, conveys, assigns and delivers, and shall cause its Subsidiaries to transfer, convey, assign and deliver, all right, title, and interest of Assignor and its Subsidiaries in and to (i) the Patents, pending patent applications existing as of the Effective Date of the Royalty Agreement, including but not limited to those set forth in Schedule B hereto as well as any inventions and disclosures previously created by employees of Assignor but not yet filed; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and for the benefit of its successors, assigns, and legal representatives.
- B. Effective as of the date of the Acquisition of any and all Patents and pending patent applications by Assignor or any Pledged Subsidiary during the term of the Royalty Agreement, Assignor, on behalf of itself and its Pledged Subsidiaries, hereby

transfers, conveys, assigns and delivers, and shall cause its Pledged Subsidiaries to transfer, convey, assign and deliver, all right, title, and interest of Assignor and the Pledged Subsidiaries in and to (i) such Patents and pending applications, together with (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

3. Assignment of Copyrights.

- A. Effective as of the date hereof, and pursuant to the Royalty Agreement, Assignor, on behalf of itself and its Subsidiaries, hereby transfers, conveys, assigns and delivers, and shall cause its Subsidiaries to transfer, convey, assign and deliver, all right, title, and interest of Assignor and its Subsidiaries in and to (i) Copyrights and registrations existing as of the Effective Date of the Royalty Agreement, including but not limited to those set forth in Schedule C hereto, (ii) including all extensions or renewals thereof, in each case whether published or unpublished, (iii) all licenses for the use of the Copyrights; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
- B. Effective as of the date of the Acquisition of any and all Copyrights and registrations by Assignor or any Pledged Subsidiary during the term of the Royalty Agreement, Assignor, on behalf of itself and its Pledged Subsidiaries, hereby transfers, conveys, assigns and delivers, and shall cause its Pledged Subsidiaries to transfer, convey, assign and deliver, all right, title, and interest of Assignor and the Pledged Subsidiaries in and to (i) such Copyrights and registrations (ii) including all extensions or renewals thereof, in each case whether published or unpublished, (iii) all licenses for the use of the Copyrights; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future

infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

4. Trade Secrets.

- A. Effective as of the date hereof, and pursuant to the Royalty Agreement, Assignor, on behalf of itself and its Subsidiaries, hereby transfers, conveys, assigns and delivers, and shall cause its Subsidiaries to transfer, convey, assign and deliver, to Assignee all right, title, and interest of Assignor and its Subsidiaries in and to the all Trade Secrets existing as of the Effective Date of the Royalty Agreement.
  - B. Effective as of the date of the Acquisition of any and all Trade Secrets by Assignor or any Pledged Subsidiary during the term of the Royalty Agreement, Assignor, on behalf of itself and its Pledged Subsidiaries, hereby transfers, conveys, assigns and delivers, and shall cause its Pledged Subsidiaries to transfer, convey, assign and deliver, to Assignee all right, title, and interest of Assignor and its Pledged Subsidiaries in and to such Trade Secrets.
5. Further Assurances. Assignor shall promptly do, make, execute, or deliver, or cause to be done, made, executed, or delivered, all such further acts, documents, and things as are necessary to transfer ownership of the Transferred IP to Assignee and for Assignee to record or register the Transferred IP with the relevant official office or registry.
  6. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
  7. Governing Law. The validity, construction and effect of this Assignment shall be governed by the internal Laws of the State of New York but excluding any principles of conflicts of Law or other rule of Law that would result in the application of the Law of any jurisdiction other than the Laws of the State of New York.
  8. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
  9. Captions. The headings in this Assignment are for convenience of reference only and do not constitute a part of this Assignment for any other purpose or in any way affect the meaning or construction of any provision of this Assignment.
  10. Severability. If one or more of the provisions contained in this Assignment should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Parties hereto shall enter into good faith negotiations to replace the invalid, illegal or unenforceable provision.

11. Third Party Beneficiaries. The Royalty Holder shall be a third party beneficiary of this Assignment and shall be entitled to enforce this Assignment as if it were a party hereto; provided, however, that the Royalty Holder shall have no obligations nor any liability hereunder. Except as set forth in the foregoing sentence, this Assignment is solely for the benefit of the Parties and their respective successors and permitted assigns, and no other person shall have any right, benefit or interest under, or because of the existence of, this Assignment.

*[signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR

UNIFORMITY LABS INC.

By: \_\_\_\_\_

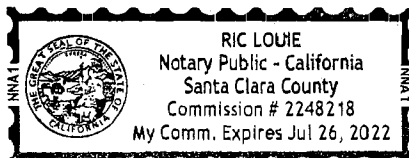
Title: \_\_\_\_\_

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SANTA CLARA )

Before me, the undersigned authority, on this 4th day of November, 2020, personally appeared ADAM B. HOPKINS known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this Assignment on behalf of the Assignor.

Ric Louie

Notary Public



(Signature of Notary)

Ric Louie

(Legibly Print or Stamp Name of Notary)



ACCEPTED BY:

ASSIGNEE

HEAVY METAL LLC

By: [Signature]

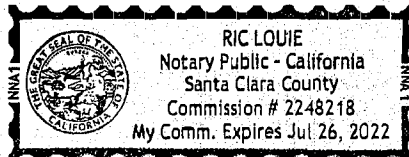
Title: Manager

STATE OF CALIFORNIA )  
COUNTY OF Santa Clara ) ss.

Before me, the undersigned authority, on this 4th day of November, 2020, personally appeared Adam B. Hopkins known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this Assignment on behalf of the Assignee.

Ric Louie

Notary Public





[Signature]  
(Signature of Notary)

Ric Louie

(Legibly Print or Stamp Name of Notary)

## Schedule A Trademarks

### Trademarks

Type of IP	Description	
Unregistered trademarks	Assignor's Trademarks, including but not limited to Uniformity Labs,  <b>UNIFORMITY</b> LABS and 	
Domain Name	Uniformitylabs.com	
Domain Name	Uniformitylab.com	
Domain Name	Uniformitylabs.org	
Domain Name	Uniformitylabs.net	

Schedule A

## Schedule B – Patents

### Patents and Patent Applications

Patent No./ Application No.	Country	Issue Date or App. Date or Filing Date	Title
10207327 14/912661	US	19 FEB 2019 18 FEB 2016	DENSITY ENHANCEMENT METHODS AND COMPOSITIONS
15/071004	US	15 MAR 2016	DENSITY ENHANCEMENT METHODS AND COMPOSITIONS
16/235654	US	28 DEC 2018	DENSITY ENHANCEMENT METHODS AND COMPOSITIONS
61/867,788	US	20 AUG 2013	DENSITY ENHANCEMENT METHODS AND COMPOSITIONS
61/933,007	US	29 JAN 2014	DENSITY ENHANCEMENT METHODS AND COMPOSITIONS
62/014,922	US	20 JUN 2014	DENSITY ENHANCEMENT METHODS AND COMPOSITIONS
PCT/US2014/051468	PCT	18 AUG 2014	DENSITY ENHANCEMENT METHODS AND COMPOSITIONS
14861670.9	EP	18 AUG 2014	DENSITY ENHANCEMENT METHODS AND COMPOSITIONS
2018204556	AU	21 AUG 2018	DENSITY ENHANCEMENT METHODS AND COMPOSITIONS
MX/A/2016/002172	MX	18 FEB 2016	DENSITY ENHANCEMENT METHODS AND COMPOSITIONS
2016536350	JP	18 FEB 2016	DENSITY ENHANCEMENT METHODS AND COMPOSITIONS
2920344	CA	02 FEB 2016	DENSITY ENHANCEMENT METHODS AND COMPOSITIONS
16179428.4	EP	14 JUL 2016	DENSITY ENHANCEMENT METHODS AND COMPOSITIONS
20167006973	KR	16 MAR 2016	DENSITY ENHANCEMENT METHODS AND COMPOSITIONS
201647007589	IN	03 MAR 2016	DENSITY ENHANCEMENT METHODS AND COMPOSITIONS
11 2016 003414 7	BR	18 FEB 2016	DENSITY ENHANCEMENT METHODS AND COMPOSITIONS

Schedule B

Patent No./ Application No.	Country	Issue Date or App. Date or Filing Date	Title
2016/01250	ZA	31 MAY 2017	DENSITY ENHANCEMENT METHODS AND COMPOSITIONS
16/008906	US	14 JUN 2018	MULTILAYER PARAMETER-VARYING FUSION AND DEPOSITION STRATEGIES FOR ADDITIVE MANUFACTURING
62/520,340	US	15 JUN 2017	MULTILAYER PARAMETER-VARYING FUSION AND DEPOSITION STRATEGIES FOR ADDITIVE MANUFACTURING
PCT/US2018/037599	PCT	14 JUN 2018	MULTILAYER PARAMETER-VARYING FUSING AND DEPOSITION STRATEGIES FOR ADDITIVE MANUFACTURING
18818489.9	EP	15 JAN 2020	MULTILAYER PARAMETER-VARYING FUSING AND DEPOSITION STRATEGIES FOR ADDITIVE MANUFACTURING
MX/A/2019/015187	MX	13 DEC 2019	MULTILAYER PARAMETER-VARYING FUSING AND DEPOSITION STRATEGIES FOR ADDITIVE MANUFACTURING
2018/283171	AU	13 DEC 2019	MULTILAYER PARAMETER-VARYING FUSING AND DEPOSITION STRATEGIES FOR ADDITIVE MANUFACTURING
3067386	CA	13 DEC 2019	MULTILAYER PARAMETER-VARYING FUSING AND DEPOSITION STRATEGIES FOR ADDITIVE MANUFACTURING
1020207000449	KR	07 JAN 2020	MULTILAYER PARAMETER-VARYING FUSING AND DEPOSITION STRATEGIES FOR ADDITIVE MANUFACTURING
201947051929	IN	14 DEC 2019	MULTILAYER PARAMETER-VARYING FUSING AND DEPOSITION STRATEGIES FOR ADDITIVE MANUFACTURING
519447488	JP	13 DEC 2019	MULTILAYER PARAMETER-VARYING FUSING AND DEPOSITION STRATEGIES FOR ADDITIVE MANUFACTURING
201880053145.4	CN	14 FEB 2020	MULTILAYER PARAMETER-VARYING FUSING AND DEPOSITION STRATEGIES FOR ADDITIVE MANUFACTURING

Schedule B

### **Schedule C - Copyrights**

Type of IP	Description
Unregistered copyrights	Unregistered copyrights in Assignor's print strategy software, pre-print strategy software, designs, specifications, and white papers.

Schedule C

