# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8143818

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
AEROGEL CARD D.O.O.	08/08/2014

#### **RECEIVING PARTY DATA**

Name:	ASPEN AEROGELS, INC.	
Street Address:	30 FORBES ROAD, BLDG B	
City:	NORTHBOROUGH	
State/Country:	MASSACHUSETTS	
Postal Code:	01532	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16945903

#### **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:** request@slwip.com

Correspondent Name: SCHWEGMAN LUNDBERG & WOESSNER, P.A.

Address Line 1: P.O. BOX 2938

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	6089.049US3	
NAME OF SUBMITTER:	ALICIA KRAUSE	
SIGNATURE:	/Alicia Krause/	
DATE SIGNED:	08/31/2023	

#### **Total Attachments: 5**

source=6089.049US3 Aerogel Card D.O.O. to Aspen Aerogels, Inc. Assignment Signed#page1.tif source=6089.049US3 Aerogel Card D.O.O. to Aspen Aerogels, Inc. Assignment Signed#page2.tif source=6089.049US3 Aerogel Card D.O.O. to Aspen Aerogels, Inc. Assignment Signed#page3.tif source=6089.049US3 Aerogel Card D.O.O. to Aspen Aerogels, Inc. Assignment Signed#page4.tif source=6089.049US3 Aerogel Card D.O.O. to Aspen Aerogels, Inc. Assignment Signed#page5.tif

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# RECORDATION FORM COVER SHEET PATENTS ONLY

Form PTO-1595 (Rev. 6-18)

OMB No. 0651-0027 (exp. 10/31/2024) Docket Number: 6089.049US3 U.S. Department of Commerce United States Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies): Name: Aspen Aerogels, Inc. AEROGEL CARD D.O.O. Street 30 Forbes Road Additional name(s) of conveying party(ies) attached? Address: Bldg B [ ]Yes [X]No City: Northborough 3. Nature of convevance/Execution Date(s): State/Province: MA Execution Date(s): August 8, 2014 Zip: 01532 [X] Assignment [ ] Merger Country: United States of America [ ] Security Agreement [ ] Change of Name Additional name(s) & address(es) attached? [ ] Joint Research Agreement ⊠ No \_\_Yes [ ] Government Interest Assignment [ ] Executive Order 9424, Confirmatory License [ ] Other 4. Application number(s) or patent number(s): [ ] This document serves as an Oath/Declaration (37 CFR 1.63) A. Patent Application No.(s) B. Patent No.(s) Serial No. 16945903 Additional numbers attached? [ ]Yes [X]No 6. Total number of applications and patents involved: 1 5. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 1.21(h) & 3.41): \$0.00 Name: David C. Peterson [Authorized to be charged to deposit account 19-0743 Address: **FIEnclosed** Schwegman Lundberg & Woessner, P.A. [] None required (government interest not P.O. Box 2938 affecting title) Minneapolis, Minnesota 55402 Phone Number: (612) 373-6944 8. Payment Information Email Address: request@slwip.com Deposit Account No.: 19-0743 Authorized User Name: David C. Peterson 9. Signature: David Peterson Aug 31, 2023 David C. Peterson/Reg. No. 47.857 Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## INTELLECTUAL PROPERTY AGREEMENT

This Agreement regarding Intellectual property rights (the "Agreement") dated as of the 8<sup>th</sup> day of August 2014 by and between, AEROGEL CARD D.O.O. a corporation organized under the laws of Slovenia and located at Bethovnova ulica 14, 1000 Ljubljana, Slovenia, which expression shall include its successors and permitted assigns of the First Part (the "Assignor") and ASPEN AEROGELS, INC., company duly registered and existing under the laws of Delaware, USA having its registered office at 30 Forbes Road Bldg B, Northborough, MA 01532 ("Assignee"), which expression shall include its successors and permitted assigns, of the Second Part.

1. Assignment of Intellectual Property Rights. In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Assignor hereby assigns one-half undivided interests in any and all rights (including, but not limited to, all rights in and to patent applications, patents including divisions, continuations, continuations-in-part, re-issues and reexaminations, substitutions, extensions, and renewals of such applications and registrations, (and the right to apply for any of the foregoing) and all priority rights in any and all countries ensuing therefrom; all goodwill associated therewith; all contract rights, rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the above), the Assignor has from the beginning of time or may have or acquire in the Intellectual Property Rights (as hereinafter defined) and benefits and/or rights resulting therefrom to the Assignee and its assigns. The Intellectual Property Rights and the benefits thereof are and shall immediately become the co-owned property of the Assignee and its assigns, including as of the filing date of any application for patent of Intellectual Property Rights, and the Assignor shall promptly disclose to the Assignee (or any persons designated by it) any developments with respect to the Intellectual Property Rights known to Assignor as may be necessary to ensure the Assignee's ownership of the Intellectual Property Rights. As used herein, the term "Intellectual Property Rights" shall mean any and all rights to the subject matter described in PCT International Application No. PCT/EP2013/052559 and published as WO 2013/117706 A1 for and within the jurisdiction of the United States of America ("Territory").

# 2. Filing of a Patent Application in the Territory

Assignee agrees to file a patent application at the United States Patent and Trademark Office as a national application of the PCT International Application No. PCT/EP2013/052559 ("US Application") with appropriate claims of priority, for the benefit of both Assignor and Assignee as co-assignees of such U.S. Patent application. The Assignee shall pay for all fees associated with filing of the US Application and use its legal resources, at its sole cost to prosecute such US Application. Assignee shall have the full discretion on all matters of the prosecution of US Application, including filing of continuation, divisional or continuation-in-part applications. The parties agree to execute any other documents required by the relevant patent offices to reflect the ownership transfer reflected in this document.

# 3. Maintenance of Issued Patents

If and when one or more U.S Patents based on or claiming priority to US Application is issued, both Assignee and Assignor shall contribute 50% each for all maintenance related expenses, including maintenance fees and associated legal expenses. If either Assignee or Assignor is unwilling to pay its

PATENT REEL: 064764 FRAME: 0108 share of such maintenance fee at any time, it shall assign its share of ownership in the Intellectual Property to the other who is interested in paying 100% maintenance relate costs.

## 4. Other Rights

Except for any licensing agreements between Assignor and third parties, if Assignor desires to transfer to any third party, any of its ownership rights to or arising from the PCT International Application No. PCT/EP2013/05255 world-wide, including all patent applications it claims priority to and all patents applications claiming priority thereto and all patents issued therefrom, other than what is assigned in this Agreement, Assignee shall have the right, but not an obligation, to procure such rights from Assignor on a first right of refusal basis. For further clarity, if any third party offers to procure one or more of such rights from Assignor, Assignee shall have the right (but not an obligation) to procure the same rights from Assignor at the same price and terms as such third party. Assignor shall notify Assignee promptly to allow the Assignee to exercise this right.

# 5. Representations and Warranties. The Assignor represents and warrants that:

- 5.1 The Assignor has not entered into any agreement, either written or oral, in conflict herewith and agrees that Assignor will not enter into any such agreement in the future.
- 5.2 The Assignor hereby represents and warrants to the Assignee that, (i) the Assignor is the sole legal and beneficial owner of the Intellectual Property Rights; (ii) has good and marketable title to such Intellectual Property Rights; (iii) the Assignor has not sold, transferred, or encumbered any or all of the Intellectual Property Rights; (iv) the Assignor has the full authority, at law and in equity, to transfer and assign the Intellectual Property Rights, and (v) the Assignor is transferring and assigning the Intellectual Property Rights to the Assignee free and clear of any and all liens, charges, encumbrances, claims, restrictions, equities, easements, and other exceptions to title or right, title, or interest of any other person whatsoever.
- 6. Miscellaneous. The Assignor agrees that the breach of this Agreement by Assignor will cause irreparable damage to the Assignee and that in the event of such breach the Assignee shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of the Assignor's obligations hereunder. Any amendment to or modification of this Agreement, and any waiver of any provision hereof, shall be in writing and shall require the prior written approval of the parties. This Agreement shall be construed and enforced in accordance with and governed by the laws of New York (without giving effect to any conflicts or choice of laws provisions thereof that would cause the application of the substantive laws of any other jurisdiction). The Assignee shall have the right to assign this Agreement as it may determine in its sole discretion, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by successors, assigns heirs, executors, administrators and legal representatives. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together constitute one instrument.

<u>Limited Liability</u>. NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATES OR SUBLICENSEES BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES OR SUBLICENSEES FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING, BUT NOT

PATENT REEL: 064764 FRAME: 0109 LIMITED TO, LOSS OF PROFITS OR REVENUE, OR CLAIMS OF CUSTOMERS OF ANY OF THEM OR OTHER THIRD PARTIES FOR SUCH OR OTHER DAMAGES.

<u>Binding Effect</u>. The terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, Assignor, Assignee and their respective successors and permitted assigns.

<u>Severability</u>. All terms, contained in this Agreement shall be so construed as not to infringe the provisions of any applicable law, but if any such terms does infringe any such provision, such term shall be deemed to be void and severable. The parties undertake to replace invalid terms or fill any gap with valid terms which most closely approximate the intent and economic effect of the invalid terms or, in case of a gap, the parties' presumable intentions. In the event that the terms and conditions of this Agreement are materially altered as a result of the preceding sentence, the parties will renegotiate the terms and conditions of this Agreement in order to resolve any inequities.

No Implied Waiver, Remedies Cumulative. No failure on the part of Assignor or Assignee to exercise and no delay in exercising any right, power, remedy or privilege under this Agreement, or provided by statute or at law or in equity or otherwise, including, without limitation, the right or power to terminate this Agreement, shall impair, prejudice or constitute a waiver of any such right, power, remedy or privilege or be construed as a waiver of any breach of this Agreement or as an acquiescence therein, nor shall any single or partial exercise of any such right, power, remedy or privilege preclude any other or further exercise thereof or the exercise of any other right, power, remedy or privilege

IN WITNESS WHEREOF, this Agreement has been executed as of August 8, 2014.

ASSIGNOR:	ASSIGNEE:
AEROGEL CARD D.O.O.  By: Name: Milan Zrim Title: CEO, Managing Director	By: Kevin Schmidt Title: Vice President of Mondadury and Open
Witness:	Witness: Salvicean Morrisson

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# REPUBLIKA SLOVENIJA UPRAVNA ENOTA LJUBLJANA

### POTRJUJE

da je Milan Zrim, Beethovnova ulica 14, Ljubljana, Slovenija, priznal/a podpis na tej listini za svojega. Istovetnost imenovane/ga je ugotovljena na podlagi osebne izkaznice 003135254 ki jo je dne 03.08.2011 izdala UPRAVNA ENOTA LJUBLIANA.

Upravna taksa v višini 1,35 EUR po tarifni številki 10 Zakona o upravnih taksah je plačana.

Št.: 020-1/2014-33945 Dne: 08.08.2014

Angela Novak

LJUBI JAR

PATENT REEL: 064764 FRAME: 0111

RECORDED: 08/35/2028