## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8148291

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
KOEPALA PACKAGING OY	05/11/2023

## **RECEIVING PARTY DATA**

Name:	GKS PACKAGING BV	
Street Address:	STEENOVEN 18	
City:	EINDHOVEN	
State/Country:	NETHERLANDS	
Postal Code:	5626 DK	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	10589903

## **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: uspractice@nlo.eu

Correspondent Name: N.V. NEDERLANDSCH OCTROOIBUREAU

Address Line 1: ANNA VAN BUERENPLEIN 21A
Address Line 2: NEW BABYLON CITY OFFICES

Address Line 4: THE HAGUE, NETHERLANDS 2595 DA

ATTORNEY DOCKET NUMBER:	J62004948US
NAME OF SUBMITTER:	CATHERINE A. SHULTZ
SIGNATURE:	/Catherine A. Shultz/
DATE SIGNED:	09/05/2023

## **Total Attachments: 4**

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PATENT 508101135 REEL: 064789 FRAME: 0930

# **Assignment Agreement**

AN AGREEMENT dated 11-5-2023 (the 'Effective Date')

#### BETWEEN

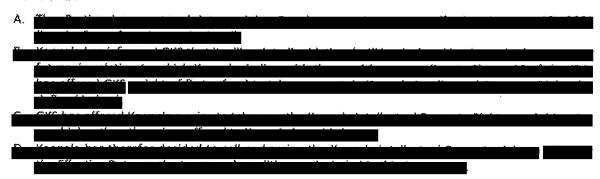
 KOEPALA PACKAGING OV, company ID: FI27084494, Työpajankatu 2b E, 00580 Helsinki, Finland (" Koepala");

and

2) GKS PACKAGING BV, Steenoven 18, 5626 DK Eindhoven, The Netherlands, Business ID: 17111742 ("GKS").

Koepala and GKS are referred to below together as the "Parties" and separately as the "Party".

#### **BACKGROUND:**



## NOW, THEREFORE, the Parties hereby agree as follows:

### Article 1.Definitions.

Terms defined in the JDA are also used herein and are included in this assignment agreement (hereafter 'Agreement'). The following definition is added for the purpose of this Agreement.

"Koepala Intellectual Property Rights" means the patent and patent applications as further described in Annex A below.

#### Article 2 Assignment.

- 2.1. With effect from the Effective Date, Koepala hereby assigns and delivers to GKS who hereby accepts this assignment, all right, title, and interest to:
  - (a) the patent application with title 'package or product and a package or product roll' with application no. 20150005817, that has been filed with the Finnish patent office on the 6th of November 2015, and the patent application with title 'Package blank and a package' with application no. 20225440, that has been filed with the Finnish patent office on the 19th of May 2022 (the 'FI Patent Applications'), including:

initials GKS:

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Initials Koepala:

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1/4

REEL: 064789 FRAME: 0931

- the right to benefit from any priority claimed based on FI Patent Applications, and to prosecute and obtain grant of patent;
- the right to file divisional applications based on FI Patent Applications, and to prosecute and obtain grant of patent on each and any such divisional application;
- the absolute entitlement to any patents granted based on FI Patent Applications or filed as aforesaid; and
- iv. the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of the FI Patent Applications' or any patents granted on om the basis of FI Patent Applications' or filed as aforesaid, whether occurring before on or after the date of this assignment.;

and

(b) All the patents as listed in Annex A to this Agreement (hereafter referred to as the 'Assigned Patents'), including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of the Assigned Patents.

all the foregoing under in this Article 2.1 hereafter referred to as the Assignments.

- 2.2. Koepala agrees to instruct its patent attorney(s) within one working day that the above-mentioned rights have been assigned and to accept instructions in respect of the above-mentioned rights from GKS and its patent attorney, and Koepala shall perform any acts, such as execution of documents, which may be required to effectuate the Assignment.
- 2.3. Furthermore, Koepala shall promptly but not later than 3 days as of the Effective Date provide GKS (electronically) with specifications regarding the FI Patent Application no. 20225440 as filed including the description and the claims in Word format as well as all the drawings as included in the FI Patent Application.

## Article 3 Consideration.

For the Assignment (and obtaining all rights title and interest in the Koepala Intellectual Property Rights according to above Article 3), GKS agrees to pay to Koepala a total sum of within a term of 30 days after Assignment date, provided that Koepala has fulfilled all its obligations according to this Agreement, including without limitation the obligations according to Article 2.3.

#### Article 4 General.

- 4.1. Governing Law / Disputes. This Agreement shall be governed by and construed in accordance with the laws of the Netherlands. The competent court in The Hague, the Netherlands shall have exclusive jurisdiction to settle any dispute in connection with this Agreement.
- 4.2. Entire Agreement. This Agreement contains the whole agreement of the Parties relating to the subject matter and supersedes all previous understandings, written or oral, between the Parties or any pre-contractual statement relating to the same subject matter. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

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Initials Koepala:

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PATENT REEL: 064789 FRAME: 0932 4.3. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

## IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THE PRESENT DEED.

GKS PACKAGING BV:

Place and date: Ein/hoven, 12-05-2023

Signature:

Geukes Name:

Function/Title: Owner / minging discibit

KOEPALA PACKAGING OY:

Place and date: Helsink: 12 5, 2023

Signature:

Name: Janne Asikainen Function/Title: (EO/Founder

Initials GKS:

Initials Koepala:

3/4

## Annex A

# Koepala list of patents to be transferred

Country	Filing number		Publication number	Status
China	CN20168064455	20161104	ZL201680064455.7	Granted
	(CN201680064455A)		(CN108349636A)	
Poland	EP20160800998	20161104	3371072	Granted
Belgium	EP20160800998	20161104	3371072	Granted
The Netherlands	EP20160800998	20161104	3371072	Granted
Ireland	EP20160800998	20161104	3371072	Granted
United Kingdom	EP20160800998	20161104	3371072	Granted
Norway	EP20160800998	20161104	3371072	Granted
France	EP20160800998	20161104	3371072	Granted
Sweden	EP20160800998	20161104	16800998.3	Granted
Germany	EP20160800998	20161104	602016051753.1	Granted
Finland	FI20150005817	20151106	126425	Granted
Finland	FI20225440	20220519		Pending
Switzerland	EP20160800998	20161104	3371072	Granted
USA	US201815966550	20180430	US10589903	Granted

initials GKS:

**RECORDED: 09/05/2023** 

Initials Koepala:

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4/4

REEL: 064789 FRAME: 0934