

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8205402

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
KROMATIX SA	07/24/2023
RECEIVING PARTY DATA	
Name:	MSH PARTICIPATIONS SA
Street Address:	OBERBLATTSTRASSE 6
City:	WOLLERAU
State/Country:	SWITZERLAND
Postal Code:	8832
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17174925
Patent Number:	10953635
CORRESPONDENCE DATA	
Fax Number:	(317)713-3699
<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>	
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Email:	docket-clearance-ip@taftlaw.com
Correspondent Name:	TAFT STETTINIUS & HOLLISTER LLP
Address Line 1:	ONE INDIANA SQUARE
Address Line 2:	SUITE 3500
Address Line 4:	INDIANAPOLIS, INDIANA 46204
ATTORNEY DOCKET NUMBER:	ABRE-00001
NAME OF SUBMITTER:	CHERYL L. MARLEY
SIGNATURE:	/Cheryl L. Marley/
DATE SIGNED:	10/05/2023
Total Attachments: 12	
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PATENT AND TRADEMARK PLEDGE AGREEMENT

dated 24 July 2023

between

Kromatix SA, 5 route de la Maillarde, 1860 Romont, Switzerland (hereinafter referred to as "Pledgor")

and

MSH Participations SA, Oberblattstrasse 6, 8832 Wollerau, Switzerland (hereinafter referred to as "Pledgee")

regarding

the pledge of patents, patent applications and trademarks of the Pledgor.

RECITALS

(A)

The Pledgee as lender and the Pledgor as borrower have entered into a certain « Contrat de Prêt » dated June 13, 2023 (the "Contrat de Prêt").

(B)

The Pledgor has agreed to pledge the Patents and the Trademarks (as defined herein) to the Pledgee as security for the claims of the Pledgee under the Contrat de Prêt.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS :

1.

DEFINITIONS AND INTERPRETATION

1.1

Definitions

Unless defined otherwise herein, terms and expressions used herein shall have the meaning ascribed to them in the Contrat de Prêt. In this Agreement:







"**Patents**" collectively means the patents , patent families and patent applications owned and/or filed by the Pledgor which are listed in the Annex A hereto.

"**Trademarks**" means all the trademarks owned and/or filed by the Pledgor together with all rights, claims or benefits pertaining to the Trademarks a list of which is set forth in Annex B hereto.

"**Pledge**" means a pledge pursuant to Art. 899 et seq. of the Swiss Federal Civil Code over the Pledged Assets in accordance with the terms of this Agreement.

1.2

Interpretation

In this Agreement references to any person include a reference to any individual, firm, company, corporation or other body (whether or not having separate legal personality), as well to any of its successors, permitted assignees and transferees;

2.

PLEDGE

2.1

Undertaking to Pledge

The Parties agree that the Pledgor undertakes (i) to pledge to the Pledgee all the **Patents and Trademarks** to effect this Pledge on and as from the date hereof, which the Pledgee accepts.

2.2

Effecting of the Pledge

For the purposes of effecting the Pledge under Clause 2.1 the Pledgor hereby pledges effective on and as from the date hereof all the **Patents and Trademarks** as a security to the Pledgee and the Pledgee accepts such Pledge.

2.3

Appointment of patent and trademark agents

The Parties agree to appoint patent and trademark agents as necessary in order to record and register the pledge of the Patents and Trademarks with the relevant patent and trademark offices worldwide and to take all necessary legal and administrative steps for that purpose. Furthermore the parties shall complete such formalities and sign such documents as any such patent and trademark agents may request for the purposes of completing the recordal of the Pledges.





3.

CONFIDENTIALITY

The parties agree to keep the terms and conditions of this Agreement confidential, except that nothing shall prevent duly appointed patent and trademark agents from disclosing such information as may be necessary to patent offices and other state agencies and patent agents as may be necessary for the purposes of this Agreement.

Each party shall refrain from disclosing any confidential information relating to the other party.

4.

NOTICES

Notices under this Agreement shall be in writing and be sent to the following addresses:

If to the **Pledgee**:

MSH Participations SA Oberblattstrasse 6, 8832 Wollerau, Switzerland
Email: melanie.fvo@bluewin.ch

or to such other address notified in accordance with this provision.

If to the **Pledgor**:

Kromatix SA, 5 route de la Maillarde, 1860 Romont,
Switzerland
Email: rafic.hanbali@kromatix.com

or to such other address notified in accordance with this provision.

5.

EXPENSES

All costs relating to the recordal and registrations of the **Pledge** including patent and trademark agent's fees shall be borne by the **Pledgor**.

6.

SEVERABILITY

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, this shall not affect or impair (i) the validity or enforceability in that jurisdiction of any other provision of this Agreement or (ii) the validity or enforceability in any other jurisdiction of that or any other provision of this Agreement. The illegal, invalid or unenforceable provision shall be replaced by a legal, valid and enforceable provision which approximates as closely as possible to the economic purpose of the illegal, invalid or unenforceable provision. The same shall apply mutatis mutandis in case of omissions.





7.

MAINTENANCE OF PATENTS AND TRADEMARKS REGISTRATIONS

Pledgor shall maintain the Patents and Trademark registrations at its own cost.

8.

LAW AND JURISDICTION

This Agreement shall in all respects be governed by and construed in accordance with the substantive laws of Switzerland.

Each Party submits to the exclusive jurisdiction of the ordinary courts of the Canton of Vaud, Switzerland and the Swiss Federal Court.

IN WITNESS WHEREOF the parties have executed this Agreement in two copies on the dates written below.

SIGNATORIES

Kromatix SA

Rafi Hanbali Masri, President

Yves Marguerat, Director

MSH Participations SA

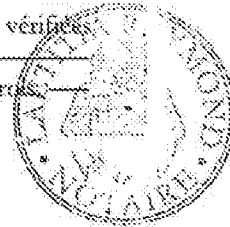
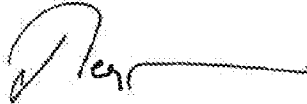
Marcel Séverin, President

Légalisation N° 703.-

La soussignée **Laetitia Reymond**, notaire à **La Sarraz**, certifie l'authenticité des signatures apposées en page quatre du présent document par **M. Rafic Hanbali Mastri** et **M. Yves Marguerat**, au nom de **Kromatix SA**, à **Romont (FR)**, qu'ils engagent valablement chacun par leur signature individuelle, ainsi que par **M. Marcel Séverin**, au nom de **MSH Participations S.A.**, à **Wollerau**, qu'il engage valablement par sa signature individuelle. _____

Identités justifiées par pièce officielle; signatures vérifiées par comparaison. _____

La Sarraz, le vingt-quatre juillet deux mille vingt-trois. _____





ANNEX A (list of Patents)

Country	Applicant/ Owner	Filing date	Application No.	Publication/Patent No.	Status
Austria (AT)	Kromatix SA	29.08.2013	13785641.5	EP 2897795	Granted
Belgium (BE)	Kromatix SA	29.08.2013	13785641.5	EP 2897795	Granted
Switzerland & Liechtenstein (CH/LI)	Kromatix SA	29.08.2013	13785641.5	EP 2897795	Granted
Germany (DE)	Kromatix SA	29.08.2013	13785641.5	EP 2897795	Granted
Denmark (DK)	Kromatix SA	29.08.2013	13785641.5	EP 2897795	Granted
Estonia (EE)	Kromatix SA	29.08.2013	13785641.5	EP 2897795	Granted
Spain (ES)	Kromatix SA	29.08.2013	13785641.5	EP 2897795	Granted
France (FR)	Kromatix SA	29.08.2013	13785641.5	EP 2897795	Granted
United Kingdom (GB)	Kromatix SA	29.08.2013	13785641.5	EP 2897795	Granted
Croatia (HR)	Kromatix SA	29.08.2013	13785641.5	EP 2897795	Granted
Ireland (IE)	Kromatix SA	29.08.2013	13785641.5	EP 2897795	Granted
Italy (IT)	Kromatix SA	29.08.2013	13785641.5	EP 2897795	Granted
Lithuania (LT)	Kromatix SA	29.08.2013	13785641.5	EP 2897795	Granted
Luxemburg (LU)	Kromatix SA	29.08.2013	13785641.5	EP 2897795	Granted
Netherlands (NL)	Kromatix SA	29.08.2013	13785641.5	EP 2897795	Granted
Norway (NO)	Kromatix SA	29.08.2013	13785641.5	EP 2897795	Granted
Poland (PL)	Kromatix SA	29.08.2013	13785641.5	EP 2897795	Granted
Portugal (PT)	Kromatix SA	29.08.2013	13785641.5	EP 2897795	Granted
Sweden (SE)	Kromatix SA	29.08.2013	13785641.5	EP 2897795	Granted
Türkiye (TR)	Kromatix SA	29.08.2013	13785641.5	EP 2897795	Granted
Australia (AU)	Kromatix SA	29.08.2013	2013319925	AU 2013319925 B2	Granted
Brazil (BR)	Kromatix SA	29.08.2013	112015006028	BR 112015006028 B1	Granted
China (CN) ?	Kromatix SA	29.08.2013	201380048980	CN 104736338 B	Granted
Japan (JP)	Kromatix SA	29.08.2013	2015532535	JP 6242902 B2	Granted
Hong Kong (HK)	Kromatix SA	29.08.2013	15109494	HK 1208844 A1	Granted
USA (US)	Kromatix SA	29.08.2013	16/044,680	US 10953635 B2	Granted
USA (US)	Kromatix SA	29.08.2013	17/174,925	US 20190081588 A1	Pending

[Handwritten signatures]



ANNEX B (list of Trademarks)

Country	Mark	Filing date	Application No.	Registration No.	Owner
Switzerland (CH)	KROMATIX	13.05.2013	55638/2013	647079	Kromatix SA
European Union (EM)	KROMATIX	21.03.2017		1352328	Kromatix SA
International (WO)	KROMATIX	21.03.2017		1352328	Kromatix SA
China (CN)	KROMATIX	21.03.2017		1352328	Kromatix SA
European Union (EM)	KROMATIX	21.03.2017		1352328	Kromatix SA
Israel (IL)	KROMATIX	21.03.2017		1352328	Kromatix SA
India (IN)	KROMATIX	21.03.2017		1352328	Kromatix SA
Russian Federation (RU)	KROMATIX	21.03.2017		1352328	Kromatix SA
USA (US)	KROMATIX	21.03.2017		1352328	Kromatix SA
United Kingdom (GB)	KROMATIX	24.06.2019	UK00811352328	UK00811352328	Kromatix SA
European Union (EM)	MORPHO	29.03.2021	18441093		Kromatix SA
European Union (EM)	"Morpho peleides" logo	29.03.2021	18441085	18441085	Kromatix SA
International (WO)	Kromatix logo	14.04.2022		1675995	Kromatix SA
Brazil (BR)	Kromatix logo	14.04.2022		1675995	Kromatix SA
China (CN)	Kromatix logo	14.04.2022		1675995	Kromatix SA
India (IN)	Kromatix logo	14.04.2022		1675995	Kromatix SA
USA (US)	Kromatix logo	14.04.2022		1675995	Kromatix SA
European Union (EM)	Kromatix logo	19.10.2021	18580127	18580127	Kromatix SA
Switzerland (CH)	Kromatix logo	12.11.2021	16688/2021	779559	Kromatix SA

Handwritten signature and initials, likely representing the patent agent or owner.

RECORDED: 10/05/2023

PATENT
REEL: 065132 FRAME: 0892