PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JIA LIU	04/22/2022
ALEXANDER PAPADAKIS	04/22/2022
MICHAEL TERRALAVORO	04/22/2022

RECEIVING PARTY DATA

Name:	ELE' CORPORATION
Street Address:	7847 WEST 47TH STREET
City:	MCCOOK
State/Country:	ILLINOIS
Postal Code:	60525

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	18377115

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.

Phone: 713.951.5600

Email: ipdocketing@clarkhill.com

Correspondent Name: CLARK HILL PLC / WILLIAM D. CRAMER

Address Line 1: 1000 LOUISIANA STREET

Address Line 2: SUITE 2800

Address Line 4: HOUSTON, UNITED STATES 77002

ATTORNEY DOCKET NUMBER:	46332.473957	
NAME OF SUBMITTER:	TERESA L. WRYE	
SIGNATURE:	/Teresa L. Wrye/	
DATE SIGNED:	10/05/2023	

Total Attachments: 3

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PATENT 508159303 REEL: 065138 FRAME: 0391

Assignment of Intellectual Property Rights

This Assignment of Intellectual Property Rights (the "Assignment"), dated April 22, 2022 (the "Effective Date"), is entered into between Jia Liu, Alexander Papadakis, and Michael Terralavoro (collectively the "Assignors") and Ele' Corporation, an Illinois corporation (the "Assignee").

Recitals

- 1. Assignors have a property interest in certain intellectual property (the "Property") as further described below.
- 2. Assignors desire to assign all such interest in the Property to Assignee, and Assignee desires to receive Assignors' interest in the Property.
- 3. For and in consideration of the mutual covenants and agreements contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned agree as set forth below.

Terms

1. Property

The Property the subject of this Assignment is described as follows:

A novel acrylate-functionalized polysiloxane - bisphenol A polyether block copolymer for use as a toughener with thermosetting resins, described in a patent application (the "Application") entitled "Linear Block Copolymer Toughener with Acrylate Functional Groups," filed on or about April 22, 2022 in the United States Patent and Trademark Office as International Application Number PCT/US2022/025971, together with all patent applications that claim priority back to the Application, whether or not such applications have been filed as of the Effective Date, independent of whether such applications are filed as continuations, continuations-in-part, divisionals, national stages, or other form, and independent of whether such applications are filed with the United States Patent and Trademark Office, the World Intellectual Property Organization, the patent office of any foreign government, or any other governmental organization that is empowered to grant patent protection.

2. Assignor's Interest

The Assignors are the sole "joint inventors" of the Property as that term is used in 35 U.S.C. §§115-116.

3. Conveyance of Property

Upon exchange of due consideration, Assignors shall convey their interest in the Property to Assignee, together with all lab notebooks, research materials, prototypes, software, custom equipment, and other materials related to the Property.

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4. Consideration

As consideration for the conveyance of the Property, Assignee shall pay to Assignors the sum of \$1.00 and other valuable consideration. Assignors acknowledge that the decision of whether or not to commercialize or market the Property solely or jointly with others is within Assignee's sole discretion and for Assignee's sole benefit and Assignors agree that no further consideration will be due as a result of Assignee's efforts to commercialize or market the Property.

5. Warranties

Assignors warrant to Assignee that: (a) Assignors own the interest in the Property that they purport to convey by this Assignment, (b) Assignors are free of any obligation that would prevent them from entering into this Assignment, (c) the Property is free from any encumbrance, (d) Assignors have not licensed the Property to any third party, and (d) to the best knowledge of Assignor, the Property includes subject matter for which patent protection is available.

Assignee warrants to Assignors that (a) Assignee is free of any obligation that would prevent it from entering into this Agreement and (b) Assignee has had sufficient opportunity to examine the Property to determine whether or not to enter into this Assignment.

The warranties set forth above, are in lieu of, and this Assignment expressly excludes, all other warranties, express or implied, oral or written, including, without limitation, (a) any warranty that the Property is without defect, (b) any and all warranties of merchantability, and (c) any and all warranties of fitness for a particular purpose.

Further Assignor Rights and Obligations

Assignors shall cooperate with Assignee in executing such forms, registrations, applications, declarations, and other documents that may be needed to register this Assignment and to obtain legal protection for the Property.

Assignors shall have no right to use the Property either in whole or in part, and may not prepare derivative works based on the Property, without the prior written consent of Assignee.

Assignors may not retain any copies of the Property, and during the period of two years following the Effective Date (or until any patent application associated with the Property is published), Assignors shall not disclose the existence or substance of the Property to any third party without the prior written consent of Assignee.

7. Disclosure of Personal Information

Assignors acknowledges that Assignee may file documents with governmental organizations that are empowered to record assignments and grant intellectual property rights, and that upon filing, such documents may become part of the public record. Assignee shall use reasonable means to minimize the amount of Assignor-related personal information used on any such documents.

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8. Governing Law

This Assignment will be governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of laws of the State of Illinois. Venue for any dispute arising under this Assignment shall be any competent state or federal court in or for Cook County, Illinois.

The parties executed this Assignment to be effective as of the Effective Date.

Jia Liu Assignor Michele Eubank

President, Ele' Corporation

Assignee

Alexander Papadakis

Assignor

Michael Terralavoro

Assignor

RECORDED: 10/05/2023

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