

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8222652

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WARNER BABCOCK INSTITUTE FOR GREEN CHEMISTRY LLC	09/19/2023
RECEIVING PARTY DATA	
Name:	MIST MINER, INC.
Street Address:	3 LAMSON AVE.
City:	HUDSON
State/Country:	MASSACHUSETTS
Postal Code:	01749
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	11352554
CORRESPONDENCE DATA	
Fax Number:	(617)542-2241
<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>	
Phone:	6175426000
Email:	JFoley@mintz.com, IPDocketingBOS@mintz.com
Correspondent Name:	MINTZ LEVIN
Address Line 1:	ONE FINANCIAL CENTER
Address Line 4:	BOSTON, MASSACHUSETTS 02111
ATTORNEY DOCKET NUMBER:	063000-500
NAME OF SUBMITTER:	SERGE BANINI
SIGNATURE:	/Serge Banini/
DATE SIGNED:	10/16/2023
Total Attachments: 4	
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Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement (this “**Assignment Agreement**”), effective as of September 19, 2023, is signed by and between Mist Miner, Inc. (“**Assignee**”) and Warner Babcock Institute for Green Chemistry LLC (“**Assignor**”).

WHEREAS, Assignor owns all right, title and interest in and to the patents listed in Section 1 below (the “**Assigned Patents**”).

WHEREAS, Assignor owns all right, title and interest in and to the know-how described in Section 2 below (the “**Assigned Know-How**”, together with the Assigned Patents, the “**Assigned IP**”).

WHEREAS, Assignor and Assignee wish to enter into a transaction to assign all right, title, and interest in and to the Assigned IP to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assigned Patents. Subject to the terms and conditions of this Agreement, Assignor hereby sells, assigns and transfers to Assignee entire right, title and interest in and to the Assigned Patents. “**Assigned Patents**” shall mean US Patent 11,352,554 and EP Patent EP3475387, together with any Related Patents. As used herein, “**Related Patents**”, means (a) patents and patent applications that are substantially the same as, or claim an advancement, enhancement, or improvement to any invention or claim in the patents and/or patent applications referred to above, and that, in each case, embody inventions that exist as of the date hereof; (b) any divisionals, continuations, continuation-in-part applications, and continued prosecution applications (and their relevant international equivalents) of the patent applications referred to above; and (c) any patents resulting from reissues, reexaminations, or extensions (and their relevant international equivalents) of the patents described above, as well as any foreign patents and applications that do not claim priority to the patents and/or patent applications referred to above but have substantially the same disclosure and/or claim scope as the patents and/or patent applications referred to above.
2. Assigned Know-How. Subject to the terms and conditions of this Agreement, Assignor hereby sells, assigns and transfers to Assignee entire right, title and interest in and to the Assigned Know-How. “**Assigned Know-How**” shall mean all confidential information, formulas, designs, devices, technology, research and development, inventions, methods, processes, software, compositions, works of authorship, copyrights, trade secrets, and other know-how, in each case whether or not patentable, to the extent owned by Assignor and pertaining to any Assigned Patent.
3. Recordation. Assignor hereby authorizes and requests the competent authorities including the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions throughout the world to record and register this Agreement upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor will take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto. In the event that Assignee is unable, after reasonable notice to Assignor, for any reason whatsoever, to secure Assignor’s signature to any

document Assignor is required to execute pursuant to this Agreement to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Assigned IP, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact, to act for and on its behalf and instead of Assignor, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by Assignor.

4. Representation and Warranty; Non-Assigned Necessary IP. Assignor represents and warrants to Assignee that (i) Assignor is the lawful owner of all right, title and interest in and to the Assigned IP, and has the unrestricted right to grant the rights granted under this Agreement free and clear of any title defects, encumbrances, liens, security interests, mortgages, registrations, licenses, immunities or claims of any nature; (ii) to Assignor's knowledge, Assignor does not, as of the date hereof, own or control any other intellectual property that would be infringed by, or under which a license would be required for, Assignee's practice, use, or other exploitation of the Assigned IP in any manner ("**Non-Assigned Necessary IP**"); and (iii) there are no Related Patents. Assignor hereby grants to Assignee a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, paid-up, fully-transferable right and license under the Non-Assigned Necessary IP for the purpose of practicing the Assigned IP, and further covenants not to assert the Non-Assigned Necessary IP against Assignor or any successor-in-interest or sublicensee that practices the Assigned IP.
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each party has caused its authorized representative to execute this Agreement.

**Warner Babcock Institute
for Green Chemistry LLC**

DocuSigned by:
By: *Joseph Pont*

Name: Joseph Pont

Title: CEO

Mist Miner, Inc.

By:

Name:

Title:

IN WITNESS WHEREOF, each party has caused its authorized representative to execute this Agreement.

**Warner Babcock Institute
for Green Chemistry LLC**

By:

Name:

Title:

Mist Miner, Inc.

DocuSigned by:
By: *Brent Beabout*

5364B59815D245B...
Name: Brent Beabout

Title: Chief Executive Officer

**Signature Page to
Intellectual Property Assignment Agreement**