

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SCHENCK PROCESS EUROPE GMBH	07/20/2023
RECEIVING PARTY DATA	
Name:	SCHENCK PROCESS LLC
Street Address:	7901 NW 107TH TERRACE
City:	KANSAS CITY
State/Country:	MISSOURI
Postal Code:	64153
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9777846
CORRESPONDENCE DATA	
Fax Number:	(913)647-9057
<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:	(913)647-9050
Email:	patdocketing.walker@hoveywilliams.com
Correspondent Name:	HOVEY WILLIAMS LLP
Address Line 1:	10801 MASTIN BLVD., STE. 1000
Address Line 2:	84 CORPORATE WOODS
Address Line 4:	OVERLAND PARK, KANSAS 66210
ATTORNEY DOCKET NUMBER:	58828-US
NAME OF SUBMITTER:	PAUL J. WALKER
SIGNATURE:	/Paul J. Walker/
DATE SIGNED:	10/23/2023
Total Attachments: 13	
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20 July 2023

PATENT ASSIGNMENT

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PATENT ASSIGNMENT dated 20 July 2023

PARTIES

- (1) Schenck Process Europe GmbH, a limited liability company incorporated under the laws of Germany, registered with the commercial register of the local court (*Amtsgericht*) of Darmstadt under the registration number HRB 89371 and having its business address at Pallaswiesenstraße 100, 64293 Darmstadt, Germany (the *Assignor*)
- (2) Schenck Process LLC, a limited liability company incorporated under the laws of Kansas with registered number 0070490 and having its registered address at 7901 NW 107th Terrace, Kansas City, MO 64153, United States of America (the *Assignee*)

(each a *Party* and together, the *Parties*)

Words and expressions used in this Agreement shall be interpreted in accordance with Schedule 2 (*Definitions and Interpretation*).

WHEREAS:

- (A) The Assignor is the owner of the Patents.
- (B) The Assignor has agreed to assign the Patents to the Assignee, on the terms and conditions set out in this Agreement.

IT IS AGREED:

1. Assignment

In consideration of the payment on the date hereof of EUR 2,168,000 by the Assignee to the Assignor, the Assignor hereby assigns to the Assignee, subject to the terms and conditions of any licences granted to third parties, all its right, title and interest in and to the Patents, including:

- (a) the benefit of all priority dates; and
- (b) the right to seek and obtain registrations in other countries; and
- (c) the right to sue (and to retain damages recovered) in respect of any infringement or unauthorised use of the Patents or of the rights conferred by publication of the application for the Patents that may have occurred before the date of this Agreement.

2. Tax

Withholdings and tax on payments

- 2.1 Except as provided in this Agreement or as required by Law, the Assignee shall pay all sums due under this Agreement free and clear of any deduction or withholding.
- 2.2 If any deduction or withholding is required by Law from any payment by the Assignee, the Assignee shall pay such additional amount as shall, after the deduction or withholding has been made, leave the Assignor with the full

amount that it would have received if no deduction or withholding had been required.

VAT

- 2.3 Unless stated otherwise in this Agreement, all sums payable by the Assignee under this Agreement are exclusive of any applicable VAT. If, under this Agreement, the Assignor makes a supply or service for VAT purposes and the Assignor (or its Affiliate) is required to account to a Tax Authority for VAT in respect of that supply or service, the Assignee shall, subject to the receipt of a valid VAT invoice, pay to the Assignor (in addition to, and at the same time as, any other consideration for that supply) an amount equal to that VAT.

3. Legal Relationship

Nothing in this Agreement shall constitute a partnership between the Parties nor make either Party the agent of the other Party for any purpose.

4. Costs

- 4.1 The Assignee shall bear all costs related to recording the assignment of the Patents with any relevant IP registry.
- 4.2 Except as otherwise provided in this Agreement, each Party shall pay its own Costs incurred in connection with negotiating, preparing and completing this Agreement.

5. No Set-Off

The Assignee shall pay all sums due under this Agreement without set-off or counterclaim.

6. Further Assurances

The Parties shall do anything that is required by Law or may be necessary to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Agreement and to otherwise implement and give effect to this Agreement.

7. Notices

- 7.1 Any notice to be given by one Party to the other Party in connection with this Agreement shall be in writing in English and signed by or on behalf of the Party giving it. It shall be delivered by hand, email, registered post or courier.
- 7.2 A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of transmission if delivered by email. Where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the next following Business Day.

7.3 The addresses and email addresses of the Parties for the purpose of clause 7.1 are:

Assignor	Address:	Email:
	Pallaswiesenstraße 100	p.groll@schenckprocess.com
	64293 Darmstadt	
	Germany	

For the attention of: Peter Groll

Assignee	Address:	Email:
	7901 NW 107 th	r.morrison@schenckprocess.com
	Terrace, Kansas City,	
	MO 64153, United	
	States of America	

For the attention of: R.J. Morrison

7.4 Each Party shall notify the other Party in writing of a change to its details in clause 7.3 from time to time.

8. Whole Agreement

8.1 This Agreement sets out the whole agreement between the Parties in respect of the subject matter of this Agreement and supersedes any previous draft, agreement, arrangement or understanding, whether in writing or not, relating to its subject matter. It is agreed that:

- (a) no Party has relied on or shall have any claim or remedy arising under or in connection with any statement, representation, warranty or undertaking made by or on behalf of the other Party in relation to the subject matter of this Agreement that is not expressly set out in this Agreement;
- (b) any terms or conditions implied by Law in any jurisdiction in relation to the subject matter of this Agreement are excluded to the fullest extent permitted by Law or, if incapable of exclusion, any rights or remedies in relation to them are irrevocably waived;
- (c) the only right or remedy of a Party in relation to any provision of this Agreement shall be for breach of this Agreement; and
- (d) except for any liability in respect of a breach of this Agreement, neither Party shall owe any duty of care or have any liability in tort or otherwise to the other Party in relation to the subject matter of this Agreement.

8.2 Nothing in this clause 8 shall limit any liability for fraud or fraudulent misrepresentation.

9. Waivers

No failure to exercise, or delay in exercising, any right under this Agreement or provided by Law shall affect that right or operate as a waiver of the right. The single or partial exercise of any right under this Agreement or provided by Law shall not preclude any further exercise of it.

10. Counterparts

This Agreement may be executed in any number of counterparts, and by each Party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.

11. Variations

11.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of all of the Parties to it.

11.2 If this Agreement is varied:

- (a) the variation shall not constitute a general waiver of any provisions of this Agreement;
- (b) the variation shall not affect any rights, obligations or liabilities under this Agreement that have already accrued up to the date of variation; and
- (c) the rights and obligations of the Parties under this Agreement shall remain in force, except as, and only to the extent that, they are varied.

12. Invalid Terms

12.1 Each of the provisions of this Agreement is severable.

12.2 If and to the extent that any provision of this Agreement:

- (a) is held to be, or becomes, invalid or unenforceable under the Law of any jurisdiction; but
- (b) would be valid, binding and enforceable if some part of the provision were deleted or amended,

then the provision shall apply with the minimum modifications necessary to make it valid, binding and enforceable and neither the validity or enforceability of the remaining provisions of this Agreement, nor the validity or enforceability of that provision under the Law of any other jurisdiction, shall in any way be affected or impaired as a result of this clause 12.2.

13. No Third Party Enforcement

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

14. Governing Law

This Agreement and any non-contractual obligations arising out of, or in connection with, it shall be governed by, and interpreted in accordance with, English law.

15. Litigation

The English courts shall have exclusive jurisdiction in relation to all Disputes. For these purposes each Party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of that jurisdiction.

Schedule 1
Patents

Country	Publication No.	Application No.	Date filed	Date granted	Title
DE	EP2917618	13798951.3	07/11/2013	09/01/2019	VERBESSERUNGEN VON SCHIEBERVENTILEN
FR	EP2917618	13798951.3	07/11/2013	09/01/2019	Améliorations des Robinets-Vannes
GB	GB2507799	1220305.5	09/11/2012	21/01/2015	Improvements in or relating to Gate Valves
MY	PI2015700544	PI2015700544	07/11/2013	31/12/2020	Improvements in or relating to Gate Valves
US	US2015/0300507A1	14/423,759	07/11/2013	03/10/2017	Improvements in or relating to Gate Valves
GB	GB2522957	1419836.0	07/11/2014	13/07/2016	Improvements in or relating to Slide Valves
EP	EP3450023	18181045.8	30/06/2018	28/12/2022	Cone Mill Drive Shaft Coupling
CH	EP3450023	18181045.8	30/06/2018	28/12/2022	VERBESSERUNGEN AN ODER IM ZUSAMMENHANG MIT KEGELMÜHLEN
DE	EP3450023	18181045.8	30/06/2018	28/12/2022	Cone Mill Drive Shaft Coupling
FR	EP3450023	18181045.8	30/06/2018	28/12/2022	PERFECTIONNEMENTS APPORTÉS OU SE RAPPORTANT À DES BROyeurs À CÔNES
GB	EP3450023	18181045.8	30/06/2018	28/12/2022	Cone Mill Drive Shaft Coupling
GB	GB2566072	1714114.4	04/09/2017	24/08/2022	Cone Mill Drive Shaft Coupling Improvements in or relating to cone mills

Country	Publication No.	Application No.	Date filed	Date granted	Title
GB	GB2535565A	1517186.1	29/09/2015	20/10/2021	Improvement in or relating to slide valves DSV Pneumatically actuated slide valve
AU	AU2020329611A1	2020329611	14/08/2020		PNEUMATIC CONVEYING SYSTEM FOR SEPARATING BULK PRODUCT
BR	BR112022002478A2	1120220024789	14/08/2020		PNEUMATIC CONVEYING SYSTEM FOR SEPARATING BULK PRODUCT
CN	CN114391003A	202080057116.2	14/08/2020		PNEUMATIC CONVEYING SYSTEM FOR SEPARATING BULK PRODUCT
EP	EP4013552	20775819.4	14/08/2020		PNEUMATIC CONVEYING SYSTEM FOR SEPARATING BULK PRODUCT
TH	2201000832A	2201000832	14/08/2020		PNEUMATIC CONVEYING SYSTEM FOR SEPARATING BULK PRODUCT
US	US2022-0288641A1	17/635,064	14/08/2020		PNEUMATIC CONVEYING SYSTEM FOR SEPARATING BULK PRODUCT

Schedule 2 Definitions and Interpretation

1. **Definitions.** In this Agreement, the following words and expressions shall have the following meanings:

Affiliate, in relation to any Party, means any Subsidiary or Parent Company of that Party and any Subsidiary of that Parent Company, in each case from time to time;

Business Day means a day other than a Saturday, Sunday or public holiday in England and Wales, on which banks are open in London for general commercial business;

Costs means losses, damages, costs (including reasonable legal costs on an indemnity basis) and expenses (including Taxation), in each case of any nature whatsoever;

Dispute means a dispute arising between the Parties out of or in connection with this Agreement, including disputes arising out of or in connection with:

- (a) the creation, validity, effect, interpretation, performance or non-performance of, termination, or the legal relationships established by, this Agreement;
- (b) claims for set-off and counterclaims; and
- (c) any non-contractual obligations arising out of or in connection with this Agreement;

Governmental Authority means any administrative, executive, judicial, legislative, regulatory, licensing, competition or other governmental authority (including any Tax Authority) having applicable jurisdiction;

Law means any statute, law, rule, regulation, guideline, ordinance, code or rule of law issued, administered or enforced by any Governmental Authority, and any judicial or administrative interpretation of any of these;

Parent Company means any company that, in relation to another company (its **Subsidiary**):

- (a) holds a majority of the voting rights in the Subsidiary;
- (b) is a shareholder of the Subsidiary and has the right to appoint or remove a majority of its board of directors;
- (c) is a shareholder of the Subsidiary and controls a majority of the voting rights in it under an agreement with other members; or
- (d) has the right to exercise a dominant influence over the Subsidiary under the Subsidiary's articles or a contract authorised by its shareholders,

in each case, whether directly or indirectly through one or more companies or other entities;

Patents means the patents and patent applications, if any, set out in Schedule 1 (*Patents*);

Subsidiary is defined in the definition of *Parent Company*;

Tax or **Taxation** means (a) taxes on income, profits and gains, and (b) all other taxes, levies, duties, imposts, charges and withholdings in the nature of taxation, including VAT, any excise, property, transfer, franchise and payroll taxes and any national insurance or social security contributions, together with all penalties, charges, fees and interest relating to any of these or to any late or incorrect return in respect of any of them;

Tax Authority means any taxing or other authority competent to impose any Tax liability, or assess or collect any Tax;

VAT means value added tax and any similar sales or turnover tax in any relevant jurisdiction; and

Working Hours means 9.30am to 5.30pm in the relevant location on a Business Day.

2. **Interpretation.** In this Agreement, unless the context requires otherwise:
- (a) references to a **person** include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (in any case, whether or not it has separate legal personality);
 - (b) references to a paragraph, clause or Schedule are to those of this Agreement;
 - (c) headings do not affect its interpretation;
 - (d) the singular shall include the plural and vice versa, and references to one gender include all genders;
 - (e) references to any English law legal term or concept shall, in respect of any jurisdiction other than England and Wales, be construed as references to the term or concept that most nearly corresponds to it in that jurisdiction;
 - (f) references to EUR or euros are references to the lawful currency from time to time of the Eurozone;
 - (g) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as merely illustrative and shall not limit the sense of the words preceding those terms; and
 - (h) a Party may perform its obligations under this Agreement itself or through its Affiliates, and in the latter case the Party shall procure that the relevant Affiliates perform those obligations.
3. **Enactments.** Except as otherwise expressly provided in this Agreement, any reference to an enactment (which includes any legislation in any jurisdiction)

includes references to: (i) that enactment as amended, consolidated or re-enacted by or under any other enactment whenever made; (ii) any enactment that that enactment re-enacts (with or without modification); and (iii) any subordinate legislation (including regulations) whenever made under that enactment, as amended, consolidated or re-enacted as described at (i) or (ii), except to the extent that any of the matters referred to in (i) to (iii) occurs on or after the date of this Agreement and increases or alters the liability of a Party under this Agreement.

4. **Schedules.** The Schedules comprise schedules to this Agreement and form part of this Agreement.
5. **Inconsistencies.** If there is any inconsistency between any definition set out in this Schedule and a definition set out in any clause or any other Schedule, then, for the purposes of construing that clause or Schedule, the definition set out in that clause or Schedule shall prevail.

Signature

This Agreement is signed by authorised representatives of the Parties:

SIGNED)
for and on behalf of)
SCHENCK PROCESS EUROPE GMBH)

DocuSigned by:
Jörg Ulrich
Signature:
Name: Jörg Ulrich 3727522F933643C...

DocuSigned by:
Knut Visselöv
Signature:
Name: Knut Visselöv 46755FE37206EE40D...

SIGNED)
for and on behalf of)
SCHENCK PROCESS LLC)

DocuSigned by:
Gerald R. Brown
Signature:
Name: Gerald R. Brown 10265F968B6904AB...

DocuSigned by:
K. Michael Blankenship
Signature:
Name: K. Michael Blankenship A3022B9CAE0B40D...