# 508240360 11/20/2023 PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:		07/26/2007		
CONVEYING PARTY DA	TA			
		Name		Execution Date
CREATEX SA				11/20/2023
				·
RECEIVING PARTY DA	ГА			
Name:	ne: NORTH SAILS GROUP, LLC			
Street Address:	837 SEAVI	EW AVE.		
City:	BRIDGEPC	DRT		
State/Country:	CONNECT	ICUT		
Postal Code:	06607			
PROPERTY NUMBERS	Total: 3			
Property Type		Number		
		8181587		
Patent Number: 870		9186		
Patent Number:74792		9200		
CORRESPONDENCE D	٨٣٨			
Fax Number:				
Correspondence will be		e e-mail address first; if that is u		
0 / 1		that is unsuccessful, it will be s	ent via US M	lail.
Email: Correspondent Name:	•	/hite@paulhastings.com _ HASTINGS LLP		
		5 EXECUTIVE DR., SUITE 350		
Address Line 1: 4053 EXECUTIVE DR., SUITE 350 Address Line 4: SAN DIEGO, CALIFORNIA 92121				
NAME OF SUBMITTER:		APRIL WHITE		
SIGNATURE:		/April White/		
DATE SIGNED:		11/20/2023		
Total Attachments: 7				
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#### PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is made and entered into by and between North Sails Group, LLC, a Delaware limited liability company with a place of business at 837 Seaview Ave, Bridgeport, CT 06607, USA ("Assignee") and Createx SA, a company organized under the laws of Switzerland having a place of business at Route de Riond-Bosson 3, Morges CH-1110, Switzerland ("Assignor").

WHEREAS, Assignor and Assignee are parties to the Option Agreement dated February 1, 2006, as amended, pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including, without limitation, the patents and patent applications set forth on <u>Schedule A</u> hereto, effective July 26, 2007; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such patents and patent applications;

NOW, THEREFORE, in consideration of \$1, the mutual covenants and agreements set forth below, the payment made by Assignee to exercise the option to purchase the assets, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. ASSIGNMENT. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all right, title and interest in and to the patents and the patent applications set forth on <u>Schedule A</u> (collectively, the "Patents"), the inventions disclosed therein, and all future patents that may issue from the Patents throughout the world, and all foreign counterparts, divisionals, continuations in whole or in part, reexaminations, reissues, substitutions or extensions of any of the preceding (collectively, "Future Patents"), and the right to claim priority to any of the preceding, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Patent and Future Patents, all claims for damages by reason of past, present and future infringements of the Patents and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ISSUANCE OF FUTURE PATENTS.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the Future Patents to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in all Patents and Future Patents, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers LEGAL\_US\_E # 174727518.1

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of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified in this Section 3, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 3 with the same legal force and effect as if executed by Assignor. Subject to Assignor's obligations set forth in this Section 3, Assignee shall be solely responsible for the recordation or filing of this Assignment or any document evidencing the assignment of the Patents and Future Patents contemplated hereby with the United States Patent and Trademark Office and any other intellectual property office in which the Patents or Future Patents are filed, including any fees, costs or expenses (including attorneys' fees) associated with any such efforts.

### 4. **GENERAL.**

4.1 <u>Severability</u>. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

4.2 <u>Entire Agreement</u>. This Assignment, including the schedules attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter.

4.3 <u>Successors and Assigns</u>. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assigner.

4.4 <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

4.5 <u>Counterparts</u>. This Assignment may be executed in any number of identical counterparts, any or all of which may contain signatures of less than all of the parties and all of which shall be construed together as a single binding instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, as of the date below, with an effective date of July 26, 2007. If not effective as of the effective date for any reason, then effective as of the last signature below.

"Assignor"

Createx S.	Ana Swi	s Grand	ian
By:		,	*
Name:	Franciss	MORDASINI	
Title: P(	esideur -		

#### "Assignee"

North Sails Group, LLC, a Delaware limited liability company

By:			
Name:			
Title:			

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, as of the date below, with an effective date of July 26, 2007. If not effective as of the effective date for any reason, then effective as of the last signature below.

#### "Assignor"

Createx S.A., a\_\_\_\_\_

Rv <sup>.</sup>			
Name:	····		
Title:		······	

"Assignee"

North Sails Group, LLC, a Delaware limited liability dompany

By: \_\_\_\_\_\_\_\_ Namé: Sam Watson

Title Authorized Signatory

[Signature Page to Patent Assignment]

#### SCHEDULE A

## U.S. PATENTS AND PATENT APPLICATIONS

U.S. Patent No.	U.S. Patent App. No.	Title
8181587	12/274,214	Method of producing reinforced,
		formed fabrics
8709186	12/274,307	Method of producing reinforced,
		formed fabrics
7479200	10/521,160	Method of producing reinforced,
		formed fabrics

#### **SCHEDULE B**

## FOREIGN PATENTS AND PATENT APPLICATIONS

None.

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**RECORDED: 11/20/2023** 

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