

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8292877

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RENATA ROSIAK	07/31/2023
RECEIVING PARTY DATA		
Name:	SPLIT SKIS SPOLKA Z OGRANICZONA ODPOWIEDZIALNOSCIA	
Street Address:	UL. TOMASZA ZANA 11A	
City:	LUBLIN	
State/Country:	POLAND	
Postal Code:	20-601	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	11266898
CORRESPONDENCE DATA		
Fax Number:		
<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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ATTORNEY DOCKET NUMBER:	ROSIAKD-1	
NAME OF SUBMITTER:	KUSHAL MALHOTRA	
SIGNATURE:	/Kushal MALHOTRA/	
DATE SIGNED:	11/24/2023	
Total Attachments: 4		
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Certified translation from Polish

[Translation of a digital document signed by e-signature. Translator's comments in italics and square brackets.]

PATENT AND PATENT APPLICATION SALES AGREEMENT

made in Bielsko-Biala, on 31.07.2023

between:

Renata Rosiak, residing at ul. Zawila 11, 43-360 Mieszna, PESEL no. 54030703367

hereinafter referred to as the "Seller",

and

SPLIT SKIS Spółka z ograniczoną odpowiedzialnością with a registered office in Lublin (address: 20-601 Lublin, ul. Tomasza Zana 11 A, registered in the National Court Register - Register of Entrepreneurs under **KRS no. 0000833646**, **NIP no. 9462696058** and **REGON no. 385774743**.

hereinafter referred to as the "Buyer".

The Seller and the Buyer shall hereinafter be referred to collectively as the **Parties**, and each individually as a **Party**. The Parties hereby agree as follows:

Article 1

1. The Seller transfers to the Buyer and the Buyer acquires the right to:
 - a) the patent entered in the patent register kept by the Patent Office of the Republic of Poland under no. 239096,
 - b) The European patent application registered with the European Patent Office under no. EP3743177,
 - c) the patent registered with the US Patent Office under no. 11266898, granted or applied for protection in favour of the Seller for an invention under the name "Folding ski".
2. The creators of the invention referred to in section 1 above are Dariusz Rosiak and Joanna Wesołowska.
3. A copy of the patent document (with the patent description including the description of the invention referred to in section 1, the patent claims and drawings) issued by the Patent Office of the Republic of Poland, as well as a valid printout from the register kept by the European Patent Office and a valid printout from the register kept by the US Patent Office are attached hereto.



PATENT

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Article 2

1. The Parties unanimously agree that the selling price of the patents referred to in Article 1 section 1 hereof shall be PLN 75,000 (in words: seventy-five thousand PLN).
2. The Buyer undertakes to pay the price referred to in section 1 by 29 February 2024.
3. If the Buyer is in default in the payment of the price, the Seller may establish an additional deadline for payment, and if such additional deadline is not met, the Seller shall be entitled to withdraw from the Agreement. The Seller may also demand payment of the agreed price and compensation for damage resulting from the delay, regardless whether such an additional deadline is established or not.

Article 3

The Seller represents that:

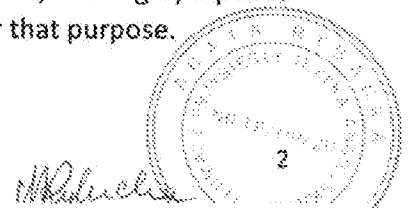
- a) the patents referred to in Article 1 section 1 hereof are not encumbered by third-party rights,
- b) the invention referred to in Article 1 section 1 hereof is used by Split Skis sp. z o.o. as of 11.03.2020 for the implementation of the Split Skis project
- c) there are no arrears in the payment of fees for the protection of the invention referred to in Article 1 section 1.

Article 4

1. The Seller undertakes to provide the Buyer with the necessary explanations of a legal and factual nature related to the patents and the invention referred to in Article 1 section 1 hereof.
2. The Seller shall be obliged to transfer to the Buyer, within (...) days from the date of conclusion of this Agreement, all documents, information and technical experience at her disposal at that time which are necessary for the application of the solution according to the invention referred to in Article 1 section 1 hereof.

Article 5

1. The Seller undertakes not to disclose to third parties technical, technological, commercial, organisational and other information, including know-how ("Confidential Information") and not to engage in any other behaviour of a competitive nature towards the Buyer related to the application of the solution according to the invention referred to in Article 1 section 1 hereof.
2. The provisions of section 1 shall not apply to Confidential Information which:
 - a) is known, has been published, disclosed or made available to the public without violating the provisions of this Agreement or the law;
 - b) has been disclosed with the prior written consent of the Buyer;
 - c) must be disclosed due to applicable legislation;
 - d) must be disclosed in accordance with a judgement of a court, a ruling by a public authority or other similar body, to the extent necessary for that purpose.



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Article 6

1. Upon the conclusion of this Agreement, the right to receive the benefits and other income generated by the patents, as well as the obligation to make expenditures to maintain the patents and to incur other costs relating to the patents, shall be transferred to the Buyer.
2. The expenses and costs referred to in section 1 shall include, in particular:
 - a) periodic fees required to extend the protection of the invention referred to in Article 1 section 1 for periods commencing after the date of conclusion of this Agreement,
 - b) the costs of proceedings before courts and other bodies appointed to adjudicate in patent infringement, patent invalidity, patent revocation and other patent-related cases,
 - c) claims for remuneration for the use of the invention referred to in Article 1 section 1 to which its creator is entitled, which became due after the date of conclusion of this Agreement.

Article 7

In matters not covered by this Agreement, the applicable legal provisions shall apply, including in particular the provisions of the Act of 30 June 2000. - Industrial Property Law (consolidated text, Journal of Laws 2021, item 324) and the provisions of the Civil Code.

Article 8

Any supplements or amendments of the Agreement shall be presented in writing or else shall be null and void.

Article 9

Disputes arising in connection with this Agreement shall, in the event of the Parties failing to reach an agreement, be settled by the Court with jurisdiction over the Buyer's registered office.

Article 10

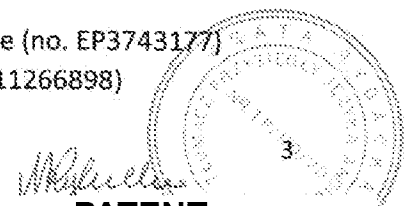
The Buyer undertakes to promptly submit to the Patent Office of the Republic of Poland, as well as to the European Patent Office and the US Patent Office applications for change of patent holder in the patent registers together with this Agreement and to pay the application fee in accordance with the applicable regulations.

Article 11

This Agreement has been drawn up in duplicate in five identical copies, one for each of the Parties and the competent authorities.

Appendices:

- Copy of a patent document issued by the Patent Office of the Republic of Poland (no. 239096),
- Valid printout from the register kept by the European Patent Office (no. EP3743177)
- Valid printout from the register kept by the US Patent Office (no. 11266898)



Certified Translator of English
Agata Rybacka
Ul. Klonowa 2, 05-152 Kazuń Bielany

[illegible signature]
Seller

[illegible signature]
Buyer
SPLIT SKIS Sp. z o.o.
JAKUB WESOŁOWSKI
President of the Management
Board

[partially illegible text, most probable wording: I hereby certify that this is a true copy of the original document]

Magdalena Tyrała

[correct and verified e-signature]

Magdalena Tyrała

Electronically signed by Magdalena Tyrała
Date: 2023.08.31 11:21:35 +02'00'

I, Agata Rybacka, registered on the list of sworn translators of the Minister of Justice under number TP/110/20 do hereby attest and certify that the foregoing English text is a true and faithful translation of the Polish original document submitted to me.

Record No. 934/2023

Warsaw, 4 September 2023

