

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT8340795

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AKER OFFSHORE WIND OPERATING COMPANY AS	06/29/2023
RECEIVING PARTY DATA	
Name:	PRINCIPLE POWER INC.
Street Address:	5901 CHRISTIE AVENUE
Internal Address:	SUITE 303
City:	EMERYVILLE
State/Country:	CALIFORNIA
Postal Code:	94608
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	17428986
Application Number:	29794930
Application Number:	29772259
CORRESPONDENCE DATA	
Fax Number:	(000)000-0000
<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:	+49 2102 1689280
Email:	mail@thot-patent.de
Correspondent Name:	THOT PATENT
Address Line 1:	P.O. BOX 10 17 56
Address Line 4:	RATINGEN, GERMANY 40837
ATTORNEY DOCKET NUMBER:	ZACAKER2104US-PAT ET AL.
NAME OF SUBMITTER:	NORMAN B. THOT
SIGNATURE:	/Norman B. Thot/
DATE SIGNED:	12/20/2023
Total Attachments: 4	
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ASSIGNMENT

THIS AGREEMENT is made on December 19, 2022.

PARTIES

- (1) **Aker Offshore Wind Operating Company AS** whose registered office is Postboks 169, 1325 Lysaker Norway (**Assignor**); and
- (2) **Principle Power, Inc.** 5901 Christie Avenue, Suite 303 Emeryville, CA 94608, United States (**Assignee**)

(each of the Assignor and the Assignee being a **party** and together the Assignor and the Assignee are the **parties**).

BACKGROUND

- A Prior to June 7, 2022, the Assignor was the owner of the patent applications and patents listed in **Schedule 1**.
- B Prior to June 7, 2022, the Assignor was the owner of the design applications and design patents listed in **Schedule 2**.
- C In an agreement effective June 7, 2022 (the "June 7, 2022 Agreement"), the Assignor assigned its rights, title, interest and property in the patents and design patents, and patent and design applications listed in Schedules 1 and 2, to the Assignee and the Assignee accepted the assignments in accordance with the terms and conditions of the June 7, 2022 Agreement.
- D Together, the patent applications and patents listed in Schedule 1 and the design applications and design patents listed in Schedule 2 are "IP Rights."

1 Nunc Pro Tunc Assignment

- 1.1 In the June 7, 2022 Agreement, Assignor agrees that Assignor assigned to Assignee *nunc pro tunc* effective as of June 7, 2022, with full title guarantee all of its right, title and interest in and to the patents and patent applications in Schedule 1 and design patents and design applications in Schedule 2 together with:
 - 1.1.1 all goodwill associated with the IP Rights; and
 - 1.1.2 the right to bring and defend proceedings, and to obtain and retain any relief recovered (including damages or an account of profits), in respect of every act of infringement, or other cause of action arising from ownership of the IP Rights whether occurring before, on or after the date of this Agreement,
 - 1.1.3 all rights to claim priority resulting from the filing of said applications; any related regional/national phase filings; any divisions, renewals, continuations in whole or in part, substitutions, conversions, reissues, prolongations or extensions thereof, and legal equivalents thereof; any Letters Patent which may hereafter

be granted on the same in all countries throughout the world; said interests to be held and enjoyed by the Assignee as fully and exclusively as they would have been held and enjoyed by the Assignors had this assignment and transfer not been made, to the full end and term of any such Letters Patent.

2 Governing law

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Norway.

3 Jurisdiction

The parties irrevocably agree that the courts of Norway shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement.

Signed for and on behalf of the
Assignor

**Aker Offshore Wind
Operating Company AS**

Signature:

Name (printed):

Position:

Date:

Birgitte K
BIRGITTE KARLSEN
Director
29/06 2023

Signed for and on behalf of the
Assignee **Principle Power, Inc.**

Signature:

Name (printed):

Position:

Date:

Josiah Arriaga Gota
Josiah Arriaga Gota
CEO
4/26/2023

Schedule 1

Patent Rights:

Country	Application Date.	Application No.	Patent No.
Canada	2020-02-11	3129885	
EPC	2020-02-11	20712062.7	
Indonesia	2020-02-11	P00202107360	
Japan	2020-02-11	2021-546679	
Norway	2020-02-11	20211019	
South Korea	2020-02-11	10-2021-7003732	10-2253903
South Korea	2020-02-11	10-2021-7003787	10-2253904
South Korea	2020-02-11	10-2021-7003788	10-2369641
South Korea	2020-02-11	10-2022-7001829	
United Kingdom	2020-02-11	GB2010598.7	2583633
United Kingdom	2020-02-11	GB2020361.8	2586770
United Kingdom	2020-02-11	GB2100084.9	2587750
United Kingdom	2020-02-11	GB2012227.1	
United States	2020-02-11	17/428986	

Schedule 2

Design rights:

Country	Appl. Date	Appl. No	Design Patent No.
EU	2021-03-01	008447460-0001	008447460-0001
EU	2021-06-17	008580740	008580740-0001
Japan	2021-02-26	2021-004007	1691928
Japan	2021-06-17	2021-013066	1712522
Norway	2020-09-02	20200857	86823
Norway	2020-12-17	20201246	87015
South Korea	2021-02-25	30-2021-0009751	30-1166842
South Korea	2021-06-16	30-2021-0028623	
United Kingdom	2021-03-01	6122148	6122148
United Kingdom	2021-06-15	6142476	
United States	2021-03-01	29/772,259	
United States	2021-06-16	29/794,930	