

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8413514

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	COSACO LLC	09/26/2022
RECEIVING PARTY DATA		
Name:	COSACO GMBH	
Street Address:	SINGAPURSTRASSE 1	
City:	HAMBURG	
State/Country:	GERMANY	
Postal Code:	20457	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7402296
CORRESPONDENCE DATA		
Fax Number:	(312)269-1747	
<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:	3122698000	
Email:	ddeuerling@ngelaw.com, ipusmail@ngelaw.com	
Correspondent Name:	NEAL, GERBER & EISENBERG LLP	
Address Line 1:	TWO NORTH LASALLE STREET, SUITE 1700	
Address Line 4:	CHICAGO, ILLINOIS 60602	
ATTORNEY DOCKET NUMBER:	027507-8013	
NAME OF SUBMITTER:	MICHAEL R. TURNER	
SIGNATURE:	/Michael R. Turner/	
DATE SIGNED:	01/31/2024	
Total Attachments: 20		
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INTERCOMPANY INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Intercompany Intellectual Property Transfer Agreement ("**Agreement**"), dated as of October 1, 2022 (the "**Effective Date**"), is entered into by and between Cosaco LLC (f/k/a Kocide LLC), a Delaware limited liability company with a principal place of business at 12701 Almeda Road, Houston, TX 77045 ("**Transferor**") and Cosaco GmbH (f/k/a Spiess - Urania Chemicals GmbH), a German Limited Liability Company, registered with the Commercial Registry of the Local Court of Hamburg under HRB 2617 with a principal place of business at Singapurstraße 1, Hamburg, Germany 20457 ("**Transferee**") (collectively, the "**Parties**," or each, individually, a "**Party**").

RECITALS

WHEREAS, Transferor owns and has the rights to the IP Assets (defined below), including those items set forth on Exhibit A and desires to transfer all right, title and interest to, including without limitation, all beneficial rights and economic ownership in and to such IP Assets to Transferee.

WHEREAS Transferee wishes to purchase from Transferor all right, title and interest to, including without limitation, all beneficial rights and economic ownership in and to the IP Assets, free and clear of any restrictions, liens, claims, and encumbrances on the terms set forth herein.

WHEREAS the Parties intend to restructure their business operations where the Parties anticipated Transferee to take over the agricultural business as principal and, thereby, transferring strategic functions from Transferor to Transferee including associated chances and risks as well as existing agricultural IP Assets.

AGREEMENT

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

"Executed Assignments" means the executed and witnessed Assignment of Patent Rights in Exhibit B, as signed by a duly authorized representative of Transferor, and the additional documents Transferor may be required to execute and deliver under Section 3.3.

"Excluded IP" means the Intellectual Property that are of, or related to, the Excluded Products.

"Improvements" means all updates, upgrades, new versions, new releases, enhancements, improvements, derivative works, and other modifications.

"Intellectual Property" means any and all proprietary and intellectual property rights, under the law of any jurisdiction, including both statutory and common law rights, whether acquired, authored, invented, discovered, created, generated or otherwise developed in whole or in part on, before, or after the Effective Date, and including all: (i) trademarks, trade names, trade dress, logos, service marks and other indicia of origin, whether registered or unregistered, together with all of the goodwill associated therewith any of the foregoing; (ii) trade secrets and confidential information, including know-how, ideas, concepts, discoveries, methods, processes, designs, schematics, drawings, formulae, technical and registration data/dossiers, specifications, research and development information, reports, analyses, improvements, algorithms, source code, compilations, technology, product roadmaps, supplier lists and information (excluding customers based in the United States), and business and marketing plans; (iii) patents, patent applications, utility models and applications, invention disclosures, together with all patents, patents applications to which directly or indirectly claim priority, all reissuances, continuations, continuations-in-part, divisionals, revisions, extensions, and reexaminations thereof, inventions (whether or not patentable), design rights, and industrial design property rights; (iv) data and rights of publicity and privacy, including any such rights with respect to use of a Person's name, signature, and likeness; (v) all applications and registrations for any of the foregoing and renewals and extensions thereof and any registrations, approvals, and permits (whether issued, pending or in preparation) relating to the Products, together with all studies, trial data and dossiers used to support them; (vi) all causes of action and rights to sue for damages, injunctive relief, and any other remedies of any kind for past, present and future infringement or misappropriation resulting from or arising out of the foregoing; and (vii) rights to collect all proceeds, royalties or other payments under or on account of any of the foregoing. For purposes of this Agreement, Intellectual Property shall not include US Customer List and Excluded IP.

"IP Assets" means the Intellectual Property that are of, or related to, the Products, that Transferor owns or controls or otherwise has the right to transfer rights in on the terms herein granted to Transferee without a breach of Transferor's legal obligations or any obligation to pay fees or other consideration to other Persons, that exist as of the Effective Date or that may be acquired or developed thereafter at any time during the term of this Agreement and any Improvements thereto. Notwithstanding the foregoing, IP Assets shall not include any rights (including Intellectual Property) relating to marketing or promotion of the Excluded Products, including but not limited to rights in trademarks, logos, customer lists, customer information, customer databases (other than de-identified patient data as set forth above), vendor information, vendor lists, marketing or promotional business plans, and marketing or promotional materials owned by Transferor relating to the Excluded Products.

"Person" means an individual, corporation, partnership, limited liability company, association, trust, incorporated organization, and other entity or group (as defined in Section 13(d)(3) of the Securities Exchange Act of 1934).

"Products" means the products, services or technologies related to Kocide 2000, Kocide 3000, and Cupric Hydroxide including any Improvements thereto, and any new products, services, or technologies of or related to the IP Assets that may be developed or created after the Effective Date.

"United States" means the United States of America, its territories and possessions.

"US Customer List" means the list of customers based in the United States.

2. Transmittal, Closing and Payment

2.1 Transmittal. Transferor shall promptly deliver copies of all necessary information and documentation relating to the IP Assets, as applicable, to Transferee in a format acceptable to Transferee upon Transferee's request.

2.2 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place simultaneously with the execution of this Agreement upon the Effective Date by exchange of documents and signatures (or their electronic counterparts) ("**Closing Date**"). The consummation of the transactions contemplated by this Agreement shall be deemed to occur as of 11:59 p.m. Central Time on the Closing Date.

2.3 Payment. As consideration in full for the rights granted herein, Transferee shall pay Transferor a one-time fee in the amount of [REDACTED] by October 15, 2022.

2.4 Taxes. The payment provided in Section 2.3 of this Agreement is exclusive of value-added tax, goods and services tax, sales tax, consumption tax and similar or related taxes, duties, levies or charges. Each Party is responsible for any taxes including income taxes, value-added tax, goods and services tax, sales tax, consumption tax and similar or related taxes, duties, levies or charges which may be imposed upon the party by any governmental authorities as a result of payments made under this Agreement. Each Party is entitled to deduct and withhold from amounts otherwise payable in accordance with this Agreement such amounts, if any, as are required to be deducted or withheld pursuant to law, and any such amounts deducted or withheld will be treated as having been paid to the other party.

2.5 Payment review. The Parties agree to review the compensation no later than six (6) years after the Closing Date. A review of the payment in accordance with this clause will only be performed once.

(a) For such review, the Parties will update the payment as stated in Section 2.3 in order to account for potential uncertainties concerning future development of the business reflected in the valuation. The update shall be based on the actual development of the sales and related cost of the business in the period of up to six (6) years, reflecting the actual development of the transferred business; other valuation parameters (e.g., discount factor) shall remain unchanged for updating purposes.

(b) For updating purposes, the Parties agree to disclose all relevant information to each other and to act like prudent and sound businessmen.

(c) The Parties agree to make an adjustment to the payment amount as per Section 2.3 of this Agreement if the value of the IP Assets according to the updated valuation as per Section 2.5 exceeds or falls short of the payment amount as per Section 2.3 by more than 20%.

(d) If an adjustment requirement arises in accordance with Section 2.5 (c) of this Agreement, the Parties agree to adjust the payment amount as per Section 2.3 of this Agreement to the value resulting from the updated valuation as per Section 2.5 (a). The difference between the payment as per Section 2.3 of this Agreement and the adjusted payment amount as per this Section 2.5 (d) (the "**Adjustment Amount**") will be settled between the Parties within three months after determination of the adjustment amount.

3. Transfer of IP Assets

3.1 Transfer of IP Assets. Upon the Closing, Transferor hereby irrevocably sells, assigns, transfers, conveys and delivers to Transferee all right, title and interest to, including without limitation, all beneficial rights and economic ownership in and to the IP Assets, including those items set forth on Exhibit A. Such transfer shall include the goodwill of the business symbolized and associated therewith, and all registrations and all applications to register the IP Assets for Transferee, its successors and assigns for their own use, future development and improvement. Where such a transfer of the legal title and interest of such IP Assets is not possible, the Transferor irrevocably grants the perpetual worldwide completely unrestricted exclusive transferable and sublicensable right to make use in any way of the IP Assets for the Transferee. Transferor understands and acknowledges that, if any of the IP Assets are assigned to Transferor's affiliates or subsidiaries, Transferor may be required prior to the Closing to perform certain actions to establish that Transferor is the assignee and to record such assignments. On or before Closing, Transferor will execute and deliver to Transferee the Executed Assignments (as may be updated based on Transferee's review of the IP Assets). The Transferee accepts the assignment and transfer as well as the execution and delivery of the Executed Assignments from Transferor.

3.2 Further Cooperation; Recordation.

(a) At the reasonable request of Transferee, Transferor will execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including, without limitation, execution, acknowledgment, and recordation of other such papers, and using commercially reasonable efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto Transferee the benefit of the transactions contemplated hereby.

(b) At Transferee's request, Transferor will advise or give testimony in any proceeding relating to the ownership, validity, or scope of the IP Assets.

(c) In the event that Transferor is unable for any reason whatsoever to secure the signature of Transferor to any document reasonably necessary or appropriate for any of the foregoing purposes (including renewals, extensions, continuations, divisions or continuations in part), Transferor hereby irrevocably designates and appoints Transferee and its duly authorized officers and agents as their agents and attorneys-in-fact to act for and on behalf of them, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by

Transferor. This power of attorney is coupled with an interest and will not be impacted by Transferor's subsequent incapacity. If any rights assigned hereunder are not assignable, Transferor hereby grants Transferee a perpetual, worldwide royalty-free, irrevocable, exclusive, transferable, sublicensable right and license to exploit and exercise all such derivative work in support of Transferee's exercise or exploitation of any assigned rights (including any modifications, improvements and derivatives thereof).

3.3 Foreign Assignments. To the extent the IP Assets include IP Assets which are governed by non-United States' laws, Transferor will execute and deliver executed documents in a form as may be required in the non-U.S. jurisdiction in order to perfect the assignment to Transferee of such IP Assets.

3.4 Prosecution and Maintenance. Upon the Closing Date, the conduct of preparation, filing, prosecution, defense, development, enhancement, maintenance, protection, and exploitation of the IP Assets will be under Transferee's exclusive control and discretion. Transferor will provide Transferee copies of all documents received or filed by Transferor pertaining to the filing, prosecution, maintenance or defense of the IP Assets.

4. REPRESENTATIONS AND WARRANTIES

4.1 Mutual Representations and Warranties. Each Party represents and warrants to the other party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the Laws of its jurisdiction of incorporation or organization;

(b) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action of the party; and

(d) when executed and delivered by such party, this Agreement shall constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

4.2 Additional Transferor Representations and Warranties. Transferor represents and warrants to the Transferee that:

(a) Transferor owns all right, title and interest to the IP Assets, including without limitation, all right, title and interest to sue for infringement of the IP Asset. Transferor has obtained and properly recorded previously executed assignments for the IP Assets as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. IP Assets are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any way to the IP Assets. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the IP Assets;

(b) To the best of Transferor's knowledge, none of the IP Assets has ever been found invalid or unenforceable for any reason in any administrative, judicial or other proceeding other than official notices from patent offices in the course of patent prosecution or from unpaid fees or annuities; and

(c) To the best of Transferor's knowledge, neither Transferor nor its representatives have engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of the IP Assets or hinder their enforcement.

4.3 DISCLAIMER. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 4 THE AGREEMENT, (A) NEITHER PARTY HERETO NOR ANY PERSON ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY HERETO ACKNOWLEDGES THAT, IN ENTERING INTO THIS AGREEMENT, IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 4.

5. MISCELLANEOUS

5.1 LIMITATION OF LIABILITY. NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE), AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE (WHETHER ACTIVE,

PASSIVE OR IMPUTED), REPRESENTATION, STRICT LIABILITY OR PRODUCT LIABILITY, FOR COVER OR FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL, MULTIPLIED, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES OR LOSS OF REVENUE, PROFIT, SAVINGS OR BUSINESS ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT, EVEN IF A PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

5.2 Confidentiality. Each party acknowledges that in connection with this Agreement it will gain access to certain confidential and proprietary information of the other party (collectively, "Confidential Information"). Without limiting the foregoing, for purposes of this Agreement, all trade secrets and confidential information included in the IP Assets, including unpublished patent applications and invention disclosures, will be deemed Confidential Information of Transferor. Transferee shall maintain the Confidential Information in strict confidence and not disclose any Confidential Information to any other person, except to its employees who (a) have a need to know such Confidential Information for Transferee to exercise its rights or perform its obligations hereunder; and (b) are bound by written nondisclosure agreements. Transferee shall use reasonable care, at least as protective as the efforts it uses with respect to its own confidential information, to safeguard the Confidential Information from use or disclosure other than as permitted hereby.

5.3 Compliance With Laws. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the Parties with respect to the consummation of the transactions contemplated by this Agreement shall be subject to all laws, present and future, of any government having jurisdiction over the parties and this transaction, and to orders, regulations, directions or requests of any such government.

5.4 Governing Law. All issues concerning this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the law of any jurisdiction other than Texas. The Parties acknowledge and agree that The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

5.5 Notices. All notices given hereunder will be given in writing (in English or with an English translation), will refer to Purchaser and to this Agreement and will be delivered to the

address set forth below by (i) personal delivery, (ii) delivery postage prepaid by an internationally recognized express courier service:

If to Transferee:

Cosaco GmbH (f/k/a Spiess Urania Chemicals
GmbH)
Singapurstraße 1
Hamburg, Germany 20457

Attn: Managing Director

If to Transferor:

Cosaco LLC (f/k/a Kocide LLC)
12701 Alameda Road
Houston, TX 77045

Attn: CEO / EVP

5.6 Relationship of Parties. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the parties. Neither party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.

5.7 Severability. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.

5.8 Waiver. Failure by either party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.

5.9 Miscellaneous. This Agreement, including its exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions. Neither of the Parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. This Agreement is not intended to confer any right or benefit on any third party (including, but not limited to, any employee or beneficiary of any party), and no action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement or any of the transactions contemplated by this Agreement. No amendments or modifications will be

effective unless in a writing signed by authorized representatives of both parties. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any letter, email or other communication or other writing not expressly incorporated into this Agreement. In the event of any conflict between the terms of this Agreement and any of the exhibits hereto, the terms of this Agreement shall prevail.

5.10 Counterparts. This Agreement may be executed in separate counterparts (including by means of electronic signature pages in portable document format), each of which will be deemed to be an original and all of which taken together will constitute one and the same Agreement.

<REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK,
SIGNATURE PAGE(S) AND SCHEDULES TO FOLLOW>

IN WITNESS WHEREOF, the parties hereto have executed this Intercompany Intellectual Property Transfer Agreement effective as of the date first written above.

TRANSFEROR:

COSACO LLC (F/K/A KOCIDE LLC)

By: 


Name: Camille Devos

Title: EVP & CFO

Date: _____

TRANSFeree:

COSACO GMBH (F/K/A SPIESS URANIA
CHEMICALS GMBH)

By: 

Name: Scott Boothley

Title: CEO

Date: 26 September 2022

EXHIBIT A

IP Assets

Table 1: Patents and Patent Applications:

Country	Title	Application No.	Filing Date	Patent No.	Issue Date
Brazil	METHOD FOR STABILIZING COPPER HYDROXIDE	PI05156033	30-Aug-2005	PI05156033	27-Feb-2018
China (People's Republic)	METHOD FOR STABILIZING COPPER HYDROXIDE	200580029652.7	30-Aug-2005	ZL200580029652.7	22-Aug-2012
European Patent Convention	METHOD FOR STABILIZING COPPER HYDROXIDE	05794059.5	30-Aug-2005	1811847	02-Mar-2016
India	METHOD FOR STABILIZING COPPER HYDROXIDE	1614/DELNP/2007	30-Aug-2005	259345	10-Mar-2014
Italy	METHOD FOR STABILIZING COPPER HYDROXIDE	05794059.5	30-Aug-2005	502016000056002	02-Mar-2016
Japan	METHOD FOR STABILIZING COPPER HYDROXIDE	2007530316	30-Aug-2005	5014134	15-Jun-2012
Liechtenstein	METHOD FOR STABILIZING COPPER HYDROXIDE	05794059.5	30-Aug-2005	1811847	02-Mar-2016
Mexico	METHOD FOR STABILIZING COPPER HYDROXIDE	MX/a/2007/002183	30-Aug-2005	264049	23-Jan-2009
United States of America	METHOD FOR STABILIZING COPPER HYDROXIDE	11/661516	26-Feb-2007	7402296	22-Jul-2008
United States of America	COPPER COMPLEX BACTERICIDE/FUNGICIDE AND METHOD OF MAKING SAME	08/387397	13-Feb-1995	6471976	29-Oct-2002

Table 2: Registered Trademarks:

Country	Mark	Reg. No.	Reg.date	Serial no.
African Intellectual Property Organization (OAPI)	KOCIDE	7524	Jun 18, 1968	
	-			
Algeria	KOCIDE	94140	Sep 5, 2016	
Argentina	KOCIDE	2353009	Jul 7, 1967	
Armenia	KOCIDE 2000	19640	March 29, 2013	
Australia	KOCIDE	219946	Jun 20, 1968	
Azerbaijan	KOCIDE stylized	N20060008	March 2, 2006	
Azerbaijan	КОСАЙД	20060007	March 2, 2006	
Azerbaijan	KOCIDE 2000	20131172	Sep 6, 2013	
Bangladesh	KOCIDE	108493	Aug 28, 2007	
Brazil	FUNGITOL	810095211	Sep 24, 1985	
Brazil	KOCIDE	812510321	Apr 30, 1991	
Brazil	GARANT	817376208	Aug 22, 1995	
Brazil	CONTACT	817857613	Mai 6, 1997	
Brazil	BIOPROGRESS	822469367	March 4, 2008	
Brazil	FUNGITOL	829252037	Dez 15, 2009	
Cambodia	KOCIDE	55397	Jun 8, 2015	
Canada	KOCIDE	TMA322878	Jan 23, 1987	
Chile	KOCIDE	1156357	Feb 17, 2015	
Chile	KOCIDE	1186184	Nov 16, 2015	
China	KOCIDE	637169	Apr 14, 1993	
China	KOCIDE 101 and Design	1162748	March 28, 1998	
China	KOCIDE 2000	6574606	Apr 7, 2010	
China	KOCIDE 3000	6574605	Apr7,2010	
China	KOCIDE 101_77WP	6574607	Apr 7, 2010	
Colombia	KOCIDE	65699	Sep 28, 1967	
Dominican Republic	KOCIDE	222274	Jun 30, 2015	

Ecuador	<u>KOCIDE</u>	172116	Nov 30, 1990	
Egypt	<u>KOCIDE</u>	177651	Apr 19, 2007	
El Salvador	<u>KOCIDE</u>	145Lo64	Jun 9, 2006	
European Union	<u>KOCIDE</u>	004261343	Jan 28, 2005	
France	CARAVELLE	95595723	Nov 13, 1995	
Georgia	<u>KOCIDE</u>	M16465	38763	
Georgia	KOCAVI, IJ, (KOCIDE in Russian)	M16467	38763	
Georgia	J('lb.'>OQ?O (KOCIDE in Georgian)	M16468	38763	
Ghana	<u>KOCIDE</u>	15827	Jul 1, 1968	
Greece	KOCIDE COMBI	123775	Dez 17, 1997	
Greece	KOCIDE 2000	140537	Jan 17, 2001	
Greece	KOCIDE OPTI	151115	Sep 18, 2007	
Greece	KOCIDE 3000	151116	Sep 18, 2007	
Guatemala	<u>KOCIDE</u>	65487	Sep 12, 1991	
Honduras	<u>KOCIDE</u>	87581	Mai 2, 2003	
India	KOCIDE 101	739562	Dez 16, 1996	
India	<u>KOCIDE</u>	3409104	Nov 11, 2016	
Indonesia	<u>KOCIDE</u>	IDM000202628	Oct 19, 1988	
Indonesia	KOCIDE OPTI	IDM000399122	Jul 20, 2011	
Israel	<u>KOCIDE</u>	49502	Jun 15, 1983	
Israel	<u>KOCIDE 101</u>	48698	Dez 7, 1983	
Israel	<u>KOCIDE</u>	55627	Mai 29, 1986	
Jamaica	<u>KOCIDE</u>	21705	Mai 30, 1983	
Japan	<u>KOCIDE</u>	0849378	March 13, 1970	
Japan	三J -ij--{ (COCIDE in Japanese)	0849382	March 13, 1970	
Japan	<u>KOCIDE OF</u>	3056989	Jul 31, 1995	
Jordan	<u>KOCIDE</u>	77621	Jul 2, 2005	
Kenya	<u>KOCIDE</u>	KET1970017436	Apr 1, 1977	
Kosovo	<u>KOCIDE</u>	8834	Jan 17, 2013	
Malaysia	<u>KOCIDE</u>	97013992	Sep 29, 1997	

Mexico	<u>KOCIDE</u>	395016	Mai 15, 1991	
Morocco	<u>KOCIDE</u>	R37553	Apr 1, 1970	
Morocco	<u>KOOS</u>	72251	Jan 21, 2000	
Mozambique	<u>KOCIDE</u>	173322010	Sep 23, 2010	
New Zealand	KOCIDE	120676	Aug 12, 1977	
Nigeria	<u>KOCIDE</u>	20561	Jun 16, 1990	
Panama	<u>KOCIDE</u>	52551	Apr 7, 1969	
Peru	KOCIDE	65265	March 23, 2000	
Philippines	<u>KOCIDE</u>	4201500502246	Aug 13, 2015	
Portugal	<u>KADOS</u>	343677	Jan 21, 2003	
Republic of Korea	<u>KOCIDE</u>	400197833	Aug 6, 1990	
Republic of Korea	<u>KOCIDE OPTI</u>	400856690	March 11, 2011	
Republic of Moldova	KOCIDE	13416	March 9, 2006	
Russian Federation	<u>KOCIDE</u>	578185	Jun 17, 2016	
Russian Federation	<u>KOCIDE SUPER</u>	643469	Jan 29, 2018	
Saudi Arabia	<u>KOCIDE</u>	142505190	Sep 17, 2005	
Saudi Arabia	<u>KOOS</u>	142608466	Dez 3, 2006	
Serbia	<u>KOCIDE</u>	66653	Oct 31, 2013	
South Africa	<u>KOCIDE</u>	196704476	Oct 11, 1967	
Spain	KOOS	2371241	Aug 6, 2001	
Switzerland	<u>KOCIDE</u>	P350185	17-Nov-86	
	-			
Syrian Arab Republic	<u>KOCIDE</u>	94231	Jan 16, 2005	
	-			
Taiwan R.O.C.	<u>KOCIDE</u>	48252	Jul 31, 1991	
Taiwan R.O.C.	<u>KOCIDE</u>	1147900	Apr16,2005	
Thailand	<u>KOCIDE</u>	TM42597	Feb 10, 1976	
Trinidad and Tobago	<u>KOCIDE</u>	4156	Apr 18, 1967	
Tunisia	<u>KOCIDE</u>	EE050409	May 29, 2006	
Turkey	<u>KOCIDE</u>	200536347	Aug 26, 2005	
Ukraine	<u>KOCIDE</u>	110523	Aug 10, 2009	
	-			
Ukraine	<u>KOCIDE (in</u>	123290	May 25, 2010	
United Republic of	<u>KOCIDE</u>	14038	Sep 5, 1970	
Tanzania	-			
Venezuela	<u>KOCIDE</u>	126942F	Jan 16, 1987	

	-			
Vietnam	<u>KOCIDE DF</u>	14332	Nov 24, 1994	
Yemen	<u>KOCIDE</u>	27031	March 1, 2006	
United States	KOCIDE	1657999	24-Sep-91	
United States	K	5454570	4/24/2018	
United States	KUPFEED			90817012
United States	SPINNAKER	6014819	17-Mar-20	

EXHIBIT B

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Cosaco LLC (f/k/a Kocide LLC, a Delaware limited liability company having offices at 12701 Almeda Road, Houston, TX 77045 ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Cosaco GmbH (f/k/a Spiess Urania Chemicals GmbH), a private German Limited Liability Company, having an address at Singapurstraße 1, Hamburg, Germany 20457 ("**Assignee**"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**"):

(a) the provisional patent applications, patent applications and patents listed in the table below (the "**Patents**");

<u>Patent or Application</u>			
<u>No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
PCT/US2005/030986	WO	08/30/2005	Method for Stabilizing Copper Hydroxide Matthew Richard Oberholzer
BRPI05516033	BR	08/30/2005	Method for Stabilizing Copper Hydroxide Matthew Richard Oberholzer
CNZL200580029652.7	CN	08/30/2005	Method for Stabilizing Copper Hydroxide Matthew Richard Oberholzer
EP1811847	EP	08/30/2005	Method for Stabilizing Copper Hydroxide Matthew Richard Oberholzer
IN259345	IN	08/30/2005	Method for Stabilizing Copper Hydroxide Matthew Richard Oberholzer
IT502016000056002	IT	08/30/2005	Method for Stabilizing Copper Hydroxide Matthew Richard Oberholzer
JP5014134	JP	08/30/2005	Method for Stabilizing Copper Hydroxide Matthew Richard Oberholzer

Patent or Application

<u>No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
LI1811847	LI	08/30/2005	Method for Stabilizing Copper Hydroxide Matthew Richard Oberholzer
MX264049	MX	08/30/2005	Method for Stabilizing Copper Hydroxide Matthew Richard Oberholzer
7402296	US	02/26/2007	Method for Stabilizing Copper Hydroxide Matthew Richard Oberholzer
6471976	US	02/13/1995	Copper Complex Bactericide/Fungicide and Method of Making Same Evelyn J. Taylor, Mark A. Crawford

(b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, and/or (ii) for which any of the Patents directly or indirectly forms a basis for priority;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents above and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding brought on any of the Patents and/or any item in the foregoing categories (b) through (e), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (e);

(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (1) damages,
- (2) injunctive relief, and
- (3) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Kauffman on Sept 26th 2022

ASSIGNOR:

COSACO LLC (F/K/A KOCIDE LLC)

By: 

Name: Camille Devos

Title: EVP / CFO

(Signature *MUST* be attested)

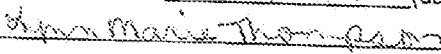
ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746

The undersigned witnessed the signature of Camille Devos to the above Assignment of Patent Rights on behalf of Cosaco LLC (f/k/a Kocide LLC) and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. Camille Devos is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on 09/26/22, 2022 to execute the above Assignment of Patent Rights on behalf of Cosaco LLC (f/k/a Kocide LLC).
3. Camille Devos subscribed to the above Assignment of Patent Rights on behalf of Cosaco LLC (f/k/a Kocide LLC).

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on 09/26/22 (date)



Print Name: Lynn Marie Thompson