

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI55186

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Volta 24 LLC	12/17/2019
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Hilmot LLC
<b>Street Address:</b>	11925 W. Carmen Avenue
<b>City:</b>	Milwaukee
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53225
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	10093483
<b>Patent Number:</b>	10562708
<b>Patent Number:</b>	10669099
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	4142259753
<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>	
<b>Phone:</b>	4142259755
<b>Email:</b>	docketing@boylefred.com
<b>Correspondent Name:</b>	Andrew S. McConnell
<b>Address Line 1:</b>	840 North Plankinton Avenue
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53203
<b>ATTORNEY DOCKET NUMBER:</b>	354.124, 125 & 128
<b>NAME OF SUBMITTER:</b>	LYNZEE CULVER
<b>SIGNATURE:</b>	LYNZEE CULVER
<b>DATE SIGNED:</b>	02/27/2024
<b>Total Attachments: 24</b> source=02248600#page1.tif source=02248600#page2.tif source=02248600#page3.tif source=02248600#page4.tif	

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## **ASSET PURCHASE AGREEMENT**

This Agreement ("**Agreement**") is made and entered into as of December 17, 2019, by and among: (i) Hilmot, LLC, a Wisconsin limited liability company (the "**Buyer**"); (ii) Volta 24, LLC, a Wisconsin limited liability company (the "**Seller**");

## **DEFINITIONS**

**"Intellectual Property"** means any and all intellectual property and industrial property, and all related rights, interests, and protections, however arising, pursuant to the laws of any jurisdiction throughout the world, all know-how, registrations, applications for registration, and renewals of such rights, and the goodwill connected with the use of and symbolized by any of the foregoing, including any and all trademarks, service marks, trade names, and similar indicia of source or origin; websites, domain names, social media account names and pages, and all related content and data; designs and design registrations; copyrights and works of authorship, whether or not copyrightable; trade secrets, inventions, technology, and other confidential and proprietary information, whether or not patentable; mask works; and patents (including all reissues, divisionals, continuations, continuations-in-part, and extensions thereof).

**“Purchased Assets”** means all of Seller’s right, title and interest of every kind or nature owned or licensed by Seller, whether tangible or intangible, and wherever located, in and to the following Assets, whether or not any of such Assets have any value for accounting purposes or are carried or reflected on or specifically referred to in Seller’s financial statements:

3. All of Seller’s Intellectual Property, including the intellectual property listed on Schedule 1.3 hereto.

2. Transfer of Purchased Assets. Subject to the terms and conditions set forth in this Agreement, Seller hereby irrevocably sells, conveys, transfers, assigns, grants and delivers to Buyer,

and Buyer hereby accepts, purchases and acquires from Seller, all right, title and interest of Seller in, to and under the Purchased Assets. Transfer of Seller's patent, trademark and copyright properties shall be evidenced by separate recordable assignment documents that are reasonably satisfactory to Buyer. The Parties agree to execute any and all other documents, certifications or written instruments that are reasonably requested by a Party to effectuate the transfer of the Purchased Assets.

















**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by their respective officers, each of whom is duly authorized, all as of the day and year first above written.

**VOLTA 24, LLC**

By: 

Jason Ocain, President

**HILMOT, LLC**

By: \_\_\_\_\_

Mark B. Tefend, Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers, each of whom is duly authorized, all as of the day and year first above written.

**VOLTA 24, LLC**

By: \_\_\_\_\_

Jason Ocain, President

**HILMOT, LLC**

By: \_\_\_\_\_

Mark B. Tefend, Chief Executive Officer













**SCHEDULE 1.3****VOLTA 24, LLC INTELLECTUAL PROPERTY****PATENTS**

<b>Patent No.</b>	<b>Country</b>	<b>Title</b>	<b>Issue Date</b>	<b>Application No.</b>	<b>Filed</b>	<b>Inventor name(s)</b>	<b>Status</b>
10,093,483	U.S.	Roller System Having Spaced Apart External Rotor Motor	10/9/2018	15/601,630	5/22/2017	Kamran Ramezani, Jason Ocain, Tony Hill, Dean Panas	In force

**PATENT APPLICATIONS**

<b>Application No.</b>	<b>Title</b>	<b>Applicant</b>	<b>Owner</b>	<b>Country</b>	<b>Filed</b>	<b>Inventor name(s)</b>	<b>Status</b>
PCT/US17/33833 (WO 2017/205288A1)	Roller System Having Spaced Apart External Rotor Motor	Hilmot, LLC	Volta 24, LLC	PCT	11/30/2017	Kamran Ramezani, Jason Ocain, Tony Hill, Dean Panas	pending
16/128,221	Roller System Having Spaced Apart External Rotor Motor	Volta 24, LLC	Volta 24, LLC	U.S.	9/11/2018 (scheduled to issue as U.S. Patent No. 10,507,976 on 12/17/2019)	Kamran Ramezani, Jason Ocain, Tony Hill, Dean Panas	pending
17803369A	Roller System Having Spaced Apart External Rotor Motor	Volta 24, LLC	Volta 24, LLC	EPC	11/28/2018	Kamran Ramezani, Jason Ocain, Tony Hill, Dean Panas	pending
2017269248	Roller System Having Spaced Apart External Rotor Motor	Volta 24, LLC	Volta 24, LLC	Australia	5/22/2017	Kamran Ramezani, Jason Ocain, Tony Hill, Dean Panas	pending
3025211	Roller System Having Spaced Apart External Rotor Motor	Volta 24, LLC	Volta 24, LLC	Canada	5/22/2017	Kamran Ramezani, Jason Ocain, Tony Hill, Dean Panas	pending
201817047562	Roller System Having Spaced Apart External Rotor Motor	Volta 24, LLC	Volta 24, LLC	India	5/22/2017	Kamran Ramezani, Jason Ocain, Tony Hill,	pending

2018-569180	Roller System Having Spaced Apart External Rotor Motor	Volta 24, LLC	Volta 24, LLC	Japan	5/22/2017	Dean Panas Kamran Ramezani, Jason Ocain, Tony Hill, Dean Panas	pending
16/671,116	Roller System Having Spaced Apart External Rotor Motor	Volta 24, LLC	Volta 24, LLC	U.S.	10/31/2019	Kamran Ramezani, Jason Ocain, Tony Hill, Dean Panas	pending

### **OTHER IP PROPERTIES**











