

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI137491

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Conductive Holding LLC	02/14/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	CZAR Power Inc.
<b>Street Address:</b>	215 W Market St
<b>City:</b>	Warren
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44481
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9787117
<b>Application Number:</b>	10560024
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	8329162751
<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>	7139369620
<b>Email:</b>	vpatel@kmd.law,patents@kmd.law
<b>Correspondent Name:</b>	Vikesh Patel
<b>Address Line 1:</b>	55 Waugh #150
<b>Address Line 4:</b>	Houston, TEXAS 77007
<b>ATTORNEY DOCKET NUMBER:</b>	77021
<b>NAME OF SUBMITTER:</b>	VIKESH PATEL
<b>SIGNATURE:</b>	VIKESH PATEL
<b>DATE SIGNED:</b>	04/02/2024
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 8</b>	
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**PATENT**

**REEL: 066975 FRAME: 0391**

## INTELLECTUAL PROPERTY ASSIGNMENT

This **Intellectual Property Assignment Agreement** (this “**Agreement**”) is entered into on this 13th day of February, 2024 (the “**Effective Date**”), by and between **Conductive Holding LLC**, a Delaware limited liability company, with an address of 100 Memorial Drive, Cambridge, Massachusetts 02142 (the “**Assignor**”) and **CZAR Power Inc.**, a Delaware for profit corporation, with an address of 215 W Market St, Warren, Ohio 44481 (the “**Assignee**”). Assignor and Assignee may hereafter further be referred individually as a “**Party**,” and, collectively, as the “**Parties**.”

### RECITALS

**WHEREAS**, Assignor desires to transfer and assign to Assignee, and Assignee desires to acquire, all of Assignor’s right, title, and interest in the Assigned Intellectual Property (as defined herein).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

### ARTICLE I. DEFINITIONS.

- 1.1** The following capitalized terms, as used in this Agreement, shall have the respective meanings set forth below:

“**Assigned Intellectual Property**” means, collectively the Assigned Patents and (b) the goodwill and all other intangible assets currently owned by the Assignor, including, without limitation, if and to the extent in existence, any and all trade secrets, inventions, designs, copyrights, non-registered trademarks, and other intellectual property, know-how, manufacturing methods, and processes.

“**Assigned Patents**” means the patents listed in Exhibit A, attached hereto and incorporated by reference herein, including any U.S. Patent Applications, Continuations and Divisionals currently filed.

Capitalized terms used but not defined herein shall have the meanings provided to such terms in the Purchase Agreement.

### ARTICLE II. ASSIGNMENT.

- 2.1. Assignment.** Assignor hereby irrevocably conveys, sells, transfers, and assigns to Assignee all of Assignor’s right, title, and interest throughout the world in and to (a) the Assigned Intellectual Property; (b) all income and royalties hereafter due or payable to Assignor with respect to the Assigned Intellectual Property; (c) all damages and payments for past or future infringements and misappropriations of the Assigned Intellectual Property; and (d) all rights to sue for past, present, and future infringements or misappropriations of the Assigned Intellectual Property, all for Assignee’s own use and enjoyment (including, without limitation, the right to renew and/or apply for copyright, patent, trademark, trade dress and/or service mark

registrations within or outside the United States based in whole or in part upon the Assigned Intellectual Property, and including any priority right that may have arisen from Assignor's use of the Assigned Intellectual Property and/or prior ownership of the registration for such Assigned Intellectual Property).

- 2.2. Authorization.** Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other official throughout the world whose duty is to register and record ownership in patent applications or patents, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Assigned Patents.
- 2.3. Further Assurances.** Assignor agrees to execute and deliver, at Assignor's expense, any instruments and perform any acts which may be reasonably necessary or as reasonably requested by Assignee to fully effectuate and record the transfer, conveyance, and assignment of the Assigned Intellectual Property contemplated and described herein in any and all jurisdictions throughout the world and in furtherance of the assignment of the right, title, and interest assigned to Assignee pursuant to this Agreement.
- 2.4. Taxes.** Assignee shall be solely responsible for any and all expenses related to this Agreement and enforcement of any property rights transferred hereby, including attorneys' fees and patent, trademark and copyright office fees in any jurisdiction, due on or after the date hereof, and relating to: (a) maintenance of property rights of the Assigned Intellectual Property, (b) enforcement of any property rights associated with the Assigned Intellectual Property; or (b) further recordation of ownership of the Assigned Intellectual Property worldwide. Assignor shall not be obligated to assist in prosecution or maintenance of the Assigned Intellectual Property other than as required to apply for a nonprovisional patent on the same process or method as described on the Assigned Intellectual Property.

### ARTICLE III. MISCELLANEOUS PROVISIONS.

- 3.1. Ownership.** Assignor expressly warrants and represents that Assignor owns an undivided interest to the entirety of the Assigned Intellectual Property, including all rights, title, goodwill, and interest in and to the Assigned Intellectual Property, and that Assignor has not assigned any portion of the Assigned Intellectual Property to any other person or entity, either expressly or impliedly. Assignor shall not make further claim to ownership of any portion of the Assigned Intellectual Property or any other application or patent, design, trade dress, divisional, continuation, or continuation-in-part applications, or otherwise, claiming benefit to same after the Effective Date of this Agreement.
- 3.2. Indemnification.** Assignor will indemnify, hold harmless, defend, and bear all costs of defending Assignee, its successors, and permitted assigns. This indemnification includes any damage, loss, deficiency, or related expense from an action, suit, proceeding, demand, assessment, or judgment against Assignee that arises from any Assignor's breach, violation, or non-performance of any of its representations, warranties, covenants, or agreements in this Agreement, or in any agreement, document, certificate, schedule, or other instrument required to be furnished under

this Agreement. As used in this provision, *related expense* includes any reasonable attorney's fees, accountant's fees, and related expenses, but this limitation is limited to one (1) legal counsel and one (1) accountant who represent Assignee.

- 3.3. Assignability.** Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by either Party, without the prior written consent of the other Party, and any such assignment without such prior written consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.
- 3.4. Amendments; Waivers.** This Agreement may not be modified or amended except by a written instrument signed by the Parties. In addition, no waiver of any provision of this Agreement shall be binding unless set forth in a writing signed by the Party granting the waiver. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.
- 3.5. Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and be deemed given when sent by electronic mail or delivered by hand or received by registered or certified mail, postage prepaid, or by nationally recognized overnight courier service addressed to the Party to receive such notice at the following address or any other address substituted therefor by notice pursuant to these provisions:

**If to Assignor:**

Conductive Holding LLC  
100 Memorial Drive,  
Cambridge, Massachusetts 02142  
Attention: Anthony J. Frisone  
Email: anthony.frisone@czar-power.com

**If to Assignee:**

CZAR Power Inc.  
215 W Market St  
Warren, Ohio 44481  
Attention: Anthony J. Frisone  
Email: anthony.frisone@czar-power.com

with a copy (which shall not constitute notice) to:

Kearney, McWilliams & Davis, PLLC  
Attn: CZAR Power  
55 Waugh Drive, Suite 150  
Houston, Texas 77007  
Email: drao@kmd.law / vpatel@kmd.law

- 3.6. Governing Law.** This Agreement shall be governed by, interpreted, construed, and

administered under the laws of the State of Texas, as from time-to-time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision of rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of Texas.

**3.7. Enforcement.** If any Party shall institute legal action to enforce or interpret the terms and conditions of this Agreement or to collect any monies under it, venue for any such action shall be Harris County, Texas. Each Party irrevocably consents to the jurisdiction of the courts located in the State of Texas for all suits or actions arising out of this Agreement. Each Party hereto waives to the fullest extent possible, the defense of an inconvenient forum, and each agrees that a final judgment in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**3.8. Dispute Resolution.** In any dispute over or in any way related to the provisions of this Agreement, and in all other disputes among the Parties (the "Disputing Parties") (including issues of enforceability, termination, and arbitrability), the dispute shall: (i) Be professionally, promptly, and under commercially reasonable circumstances presented and negotiated in good faith between the Disputing Parties; (ii) In the event that negotiation fails or upon the expiration of thirty (30) days of the event(s) giving rise to the dispute, whichever is sooner, the dispute may then be submitted to non-binding mediation. The Disputing Party shall apply to the American Arbitration Association for a mediator, with the mediation to take place in Houston, Harris County, Texas, unless otherwise agreed upon by the Disputing Parties; (iii) In the event mediation fails to resolve all of the issues between or among the Disputing Parties, or if mediation is not held within sixty (60) days of the event(s) giving rise to the dispute, then the matter or any remaining matters shall be submitted to final, non-appealable, binding arbitration. The arbitration shall be held by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be Houston, Harris County, Texas, unless otherwise agreed upon by the Disputing Parties. The arbitration will be conducted in English. The arbitrator may issue any preliminary, injunctive, and/or equitable relief. Nothing in this Paragraph will serve to restrict the ability to apply for emergency relief. Any Party may, after failure of the negotiation and mediation procedures above, commence arbitration of the dispute by sending a written request for arbitration to all other Disputing Parties. The request shall state the nature of the dispute to be resolved by arbitration, and arbitration shall be commenced as soon as practical after such Parties receive a copy of the written request. The Parties may not bring suit regarding any disputes, controversies, or claims subject to this Paragraph of this Agreement in any venue other than an arbitration pursuant to this Paragraph of this Agreement, except in order to enforce this Paragraph or enforce an arbitral award made pursuant to this Paragraph. In the event that a Party attempts to bring an action in violation of this Paragraph, the Parties agree that the other Party will be entitled to the arbitrator or judge entering an injunction to enjoin such unauthorized action. This arbitration provision shall survive any termination of this Agreement, any merger or integration clause, and shall continue to inure to the benefit of both Parties hereto for all purposes. All

Parties shall initially share the cost of arbitration, but the prevailing Party or Parties shall be awarded attorney's fees, costs, and other expenses of arbitration. All arbitration decisions shall be final, binding, and conclusive on all the Parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so. The Parties agree that the arbitral award shall be recognized by any applicable courts pursuant to all applicable statutes, conventions, and treaties. The Parties agree that this Agreement concerns interstate commerce for purposes of the Federal Arbitration Act and the Federal Arbitration Act shall apply.

- 3.9. Severability.** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.
- 3.10. Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
- 3.11. Entire Agreement.** This Agreement, together with the Purchase Agreement, contains the entire understanding among the Parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully set forth herein.
- 3.12. No Agency or Joint Venture.** Nothing in this Agreement constitutes or deems the Parties to be partners or joint ventures in relation to the distribution or marketing of the Assigned Intellectual Property, nor to create the relationship of principal and agent or master and servant between the Parties, or any other form of legal association which would impose liability upon one (1) Party for any act or failure to act by the other Party.
- 3.13. Consideration.** This Agreement is made by Assignor and Assignee in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.
- 3.14. Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one (1) agreement. Photocopies, facsimile transmissions, or email transmissions of Adobe portable document format files (also known as "PDF" files) of signatures shall be deemed original signatures and shall be fully binding on the Parties to the same extent as original signatures.
- 3.15. Discretion over Prosecution.** Assignee, as the acquiror of Assignor's right, title, and interest in all rights to sue for past, present, and future infringements or misappropriations of the Assigned Intellectual Property, shall have sole discretion over whether to file any claim against a third-party for any infringement or unlawful use of the Assigned Intellectual Property, or to defend any action or suit brought concerning any right, title, or interest in the Assigned Intellectual Property.

- 3.16. Records.** In the event that Assignee files a claim against a third-party for infringement or unlawful use of the Assigned Intellectual Property and such third-party alleges that Assignor granted such third-party or its affiliates a valid license or claims other immunity from suit, Assignor agrees to, upon a written request from Assignee that includes a detailed description of the claim and reasonably sufficient documentation relied upon by such third-party to support such allegations, unless prohibited by law or contractual obligation, provide Assignee with any and all records, documentation, or communications in its possession or reasonably available to Assignor and relevant to enforcing Assignee's ownership rights in such action or claim.
- 3.17. No Oral Modification.** No amendment or modification to the terms contained herein shall be valid or binding on the Parties unless made in writing and signed.
- 3.18. Equitable Remedies.** Each Party to this Agreement acknowledges that its breach or threatened breach of any of its obligation pursuant to this Agreement would give rise to irreparable harm to the other Parties and monetary damages would not be an adequate remedy. Therefore, each Party to this Agreement agrees that if any Party breaches or threatens to breach any of its obligations, each of the other Parties to this Agreement will be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other equitable relief available from any court of competent jurisdiction, if such court is necessary and available pursuant to the provisions of this Agreement (without requirement to post bond). These equitable remedies are in addition to all other rights and remedies that may be available in respect of such breach.


*Signatures to follow on the next page.*



IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement as of the date first set forth above.

**ASSIGNOR**

Conductive Holding LLC

By:   
(Anthony J. Frisone (Feb 14, 2024 12:37:51))  
Name: Anthony J. Frisone  
Title: Co-Founder/CEO  
Date: Feb 14, 2024

**ASSIGNEE**

CZAR Power Inc.

By: *Anthony Frisone*  
Anthony J. Frisone (Feb 14, 2024 12:49:51)  
Name: Anthony J. Frisone  
Title: Co-Founder/CEO  
Date: Feb 14, 2024

**EXHIBIT A**  
**INTELLECTUAL PROPERTY ASSIGNMENT**

Pursuant to Section 1.1 of the Intellectual Property Assignment (the “Agreement”) executed by and between **Conductive Holding LLC**, a Delaware limited liability company (“Assignor”) and **CZAR Power Inc.**, a Delaware for profit corporation (“Assignee”), this Exhibit A contains the patents and patent applications currently filed and/or pending and being assigned between the Parties that constitute the “**Assigned Patents**” as that term is used within the Agreement.

<b>Country</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Application Date</b>
US	9787117	14/857,222	September 17, 2015
US	10560024	14/857,191	September 17, 2015