

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI144326

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ARCBYT, INC.	04/03/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	EARTHGRID PBC
<b>Street Address:</b>	1150 Brickyard Cove Rd.
<b>City:</b>	Richmond
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94801
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	10584585
<b>Application Number:</b>	62422539
<b>Patent Number:</b>	11142957
<b>Patent Number:</b>	11655680
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	4086750442
<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>	(408)675-0441
<b>Email:</b>	suzy@ndwe.com
<b>Correspondent Name:</b>	Suzy Johnston
<b>Address Line 1:</b>	99 Almaden Blvd., Ste. 575
<b>Address Line 4:</b>	San Jose, CALIFORNIA 95113
<b>ATTORNEY DOCKET NUMBER:</b>	17000G0009
<b>NAME OF SUBMITTER:</b>	Suzanne Johnston
<b>SIGNATURE:</b>	Suzanne Johnston
<b>DATE SIGNED:</b>	04/04/2024
<b>Total Attachments: 9</b>	
source=Patent Purchase Agreement - EarthGrid - (EG 4.3.2024)#page1.tif	
source=Patent Purchase Agreement - EarthGrid - (EG 4.3.2024)#page2.tif	
source=Patent Purchase Agreement - EarthGrid - (EG 4.3.2024)#page3.tif	

source=Patent Purchase Agreement - EarthGrid - (EG 4.3.2024)#page4.tif  
source=Patent Purchase Agreement - EarthGrid - (EG 4.3.2024)#page5.tif  
source=Patent Purchase Agreement - EarthGrid - (EG 4.3.2024)#page6.tif  
source=Patent Purchase Agreement - EarthGrid - (EG 4.3.2024)#page7.tif  
source=Patent Purchase Agreement - EarthGrid - (EG 4.3.2024)#page8.tif  
source=Patent Purchase Agreement - EarthGrid - (EG 4.3.2024)#page9.tif

## PATENT PURCHASE AGREEMENT

This PATENT PURCHASE AGREEMENT (“Agreement”) effective as of April 3, 2024 (the “Effective Date”), is entered into by and between EARTHGRID PBC, a Delaware public benefit corporation with an address at 1150 Brickyard Cove, 3<sup>rd</sup> Floor, Richmond, CA 94801 (“Purchaser”) and ARCBYT, INC., a Delaware corporation, with an address at 548 Market Street, PMB 39975, San Francisco, California 94104 (“Seller”).

In consideration of the mutual promises set forth herein, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

### 1. BACKGROUND.

- 1.1. Seller owns certain patents and patent applications listed in Exhibit A hereto.
- 1.2. Seller wishes to sell to Purchaser its right, title, and interest in such patents and applications and the causes of action to sue for infringement thereof and other enforcement rights.
- 1.3. Purchaser wishes to purchase from Seller all right, title, and interest in the Patents (as defined below), free and clear of any restrictions, liens, claims, and encumbrances under the terms and conditions set forth herein.

### 2. DEFINITIONS. The following terms have the respective meanings assigned below.

“Patents” mean those patents and patent applications listed in Exhibit A hereto (including provisional applications), patents issuing from such application and all reissues, certificates of invention or any other grants by any court, administrative agency or commission or other federal, state, county, local or foreign governmental authority, instrumentality, agency commission or subdivision thereof for the protection of inventions, or foreign equivalents of any of the foregoing, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such patents and applications; and foreign counterparts to any of the foregoing including without limitation utility models.

“Executed Assignments” means both the executed and notarized Assignment of Patent and Applications in Exhibit A, each as signed by a duly authorized representative of Seller.

### 3. TRANSFER OF PATENTS AND ADDITIONAL RIGHTS.

- 3.1. Assignment of Patents. Seller hereby irrevocably sells, transfers, conveys and assigns to Purchaser, and Purchaser shall acquire from Seller all of Seller's right, title and interest in and to and under all Patents.
- 3.2. Assignment of Additional Rights. Seller hereby also sells, assigns, transfers, and conveys to Buyer all of its right, title and interest in and to all (a) inventions, invention disclosures, and discoveries specifically disclosed in any of the Patents; (b) rights to apply in any and all countries of the world for patents, certificates of intention, utility modes, industrial design protections, design patent protections, or other governmental grants or issuances of any type related by priority to any of the Patents and the inventions, invention disclosures, and discoveries specifically disclosed therein; (c) causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and (d) its other

enforcement rights under, or on account of, any of the Patents described in Exhibit A, including, without limitation, all of its causes of action and other enforcement rights for (1) damages, (2) injunctive relief, (3) any other remedies of any kind for past, current and future infringement, and (iv) rights to collect royalties or other payments under or on account of any of the Patents and/or any of the foregoing (such causes of action and other enforcement rights collectively “Additional Rights”).

4. **PRICE.** Purchaser will purchase the Patents for a total value of Two Hundred Fifty Thousand U.S. Dollars (\$250,000). Such payment shall fully satisfy all payment obligations under this Agreement to Seller. Purchaser may record the Executed Assignments with the applicable patent office upon full payment to Seller.
5. **SELLER OBLIGATIONS.** At the reasonable request of Purchaser, Seller shall 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 all commercially reasonable efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto Purchaser the benefit of the transactions contemplated hereby. In addition, Seller shall execute upon the request of the Purchaser non-technical additional instruments, declarations and forms, as may be necessary under any relevant law or as may be required by any official or authority, to continue, secure, defend, register and otherwise give full effect to, and perfect the rights of the Purchaser under this Agreement. All future maintenance and prosecution costs, including but not limited to filing recording fees or attorney fees will be paid by Purchaser. This does not include attorney fees incurred by the Seller related to this Agreement.
6. **REPRESENTATIONS AND WARRANTIES.** Seller hereby represents and warrants to Purchaser that:
  - (a) Seller has the right and authority to enter into this Agreement and to carry out its obligations hereunder.
  - (b) Seller has good and marketable title to the Patents, including without limitation all rights, titles, and interests, that the Patents are free and clear of all liens, mortgages, security interests or other encumbrances, and restrictions on transfer.
  - (c) None of the Patents has ever been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding.
  - (d) There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patents.
  - (e) No rights or licenses have been granted under the Patents other than those currently owned or controlled by the Purchaser, and that Purchaser will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Patents as a result of any prior actions or transactions of Seller related to the Patents.
  - (f) All maintenance fees, annuities, and the like due on the applications listed in Exhibit A have been timely paid through the Effective Date, and that none of Seller or its representatives has engaged in any conduct, or omitted to perform any necessary act,

- the result of which would invalidate any of the applications listed in Exhibit A or hinder their enforcement, including but not limited to misrepresenting Seller's patent rights to a standard-setting organization.
- (g) Seller is not aware of any actual or potential infringement of any of the Patents. Seller hereby represents and warrants to Purchaser that Seller has not put a third party on notice of actual or potential infringement of any of the Patents or considered enforcement action(s) with respect to any of the Patents.
  - (h) None of the Patents have been or are currently involved in any reexamination, reissue, interference proceeding, or any similar proceeding and that no such proceedings are pending or threatened.
  - (i) The execution, delivery and performance of this Agreement does not conflict with any agreement, instrument or understanding, oral or written to which Seller is a party, or by which such party may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having authority over Seller.
  - (j) Seller has not entered into any agreement with any third party that is in conflict with the rights granted to Purchaser pursuant to this Agreement.

## 7. MISCELLANEOUS.

- 7.1. Limitation on Consequential Damages. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS, OR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.
- 7.2. Limitation of Liability. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF LAW, PURCHASER'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE THE PAYMENT OF FUNDS AS REQUIRED PURSUANT TO SECTION 4 AND EXPENSES IN ACCORDANCE WITH SECTION 7.11. EXCEPT IN THE EVENT OF FRAUD OR VIOLATION OF THE REPRESENTATIONS AND WARRANTIES, SELLER'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY PURCHASER PURSUANT TO SECTION 4 AND EXPENSES IN ACCORDANCE WITH SECTION 7.11. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.
- 7.3. Confidentiality. The parties hereto shall keep the terms of this Agreement confidential and shall not now or hereafter divulge any of this information to any third party except: (a) as may be required by law; (b) with the prior written consent of the other party; (c) as may be required by legal process, including in confidence to legal and financial advisors in their capacity of advising a party in such matters; (d) during the course of litigation, so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties; or (e) in confidence to its

legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with financial transactions; provided that, in (c) through (e) above, the disclosing party shall use all legitimate and legal means available to minimize the disclosure to third parties, including without limitation seeking a confidential treatment request or protective order whenever appropriate or available. However, the existence of this Agreement, the Effective Date, Exhibit A and the identities of the parties hereto are not confidential.

- 7.4. Notices. All communications hereunder shall be in writing, and shall be deemed to have been duly given (i) upon personal delivery; (ii) upon deposit in the mail if mailed by certified mail, return receipt requested, postage prepaid; or (iii) upon deposit with a recognized courier with next-day delivery instructions, to the address set forth below or such other address as either party may specify by notice sent in accordance with this Section. All communications shall be sent:

To Purchaser at: EarthGrid PBC  
Attention: General Counsel  
1150 Brickyard Cove, 3<sup>rd</sup> Floor  
Richmond, CA 94801

To Seller at: ArcByt, Inc.  
Attention: General Counsel  
548 Market Street, PMB 39975, San Francisco, CA 94104

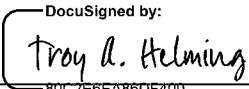
- 7.5. Relationship of the Parties. The parties hereto are independent entities. Neither party has any express or implied right or authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party. Nothing in This Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between Seller and Purchaser.
- 7.6. Severability. All of the covenants and provisions of this Agreement are severable. In the event that any of these covenants or provisions shall for any reason be adjudged, decreed or ordered by any court of competent jurisdiction to be unenforceable in any respect, such covenants or provisions shall be deemed modified to the extent necessary to render all of them enforceable and such judgment, decree or order shall not affect, impair or invalidate any of the remaining covenants or provisions of this Agreement.
- 7.7. No Waiver. No provision of or right under this Agreement shall be deemed to have been waived or amended by any act or acquiescence on the part of a party, its agents or employees, but only by an instrument in writing signed by an authorized officer of such party. No waiver by a party of any breach of this Agreement by the other party shall be effective as to any other breach, whether of the same or any other term or condition and whether occurring before or after the date of such waiver.
- 7.8. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without taking into account its principles on conflicts of law. Any action, suit or other proceeding pursuant to, arising under, or touching or concerning this Agreement shall be brought in any court of competent jurisdiction in Wilmington, Delaware. The parties agree to take any and all necessary or appropriate action to submit to the jurisdiction and venue of any such court.

- 7.9. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 7.10. Equitable Relief. Seller acknowledges and agrees that damages alone would be insufficient to compensate Purchaser for a breach by Seller of this Agreement and that irreparable harm would result from a breach of this Agreement. Seller hereby consents to the entering of any order for injunctive relief to prevent a breach or further breach, and the entering of an order for specific performance to compel performance of any obligations under this Agreement.
- 7.11. Expenses. If any action or other proceeding relating to the enforcement or interpreting of any provision of this Agreement is brought by a party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled).
- 7.12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. The following exhibits are attached hereto and incorporated herein: Exhibit A (entitled "Assignment of Patents and Applications").
- 7.13. Integration. This Agreement (i) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral, as to such subject matter; (ii) may be amended or modified only by a writing executed by each party hereto; (iii) may not be assigned by either party without the written consent of the other, provided that either party may assign this Agreement in its entirety, upon written notice to the other party, to an affiliate or to a successor in interest in case of a merger or acquisition of such party or in case of a transfer of all or substantially all of the assets of such party related to this Agreement; and (iv) shall be binding upon and shall inure to the benefit of the respective heirs, administrators, personal representatives, successors and permitted assigns of the parties hereto.
- 7.14. Authorization. The individual executing this Agreement on behalf of a corporation or other legal entity personally represents that he or she is duly authorized to execute this Agreement on behalf of such entity and that this Agreement is binding upon such entity.

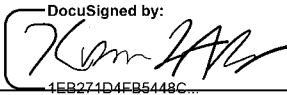
[signature page immediately follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

EARTHGRID PBC

By:   
Name: Troy A. Helming  
Title: CEO  
Date: 4/4/2024

ARCBYT INC.

By:   
Name: Kimberly Abrams  
Title: CEO  
Date: 4/4/2024



## EXHIBIT A

### ASSIGNMENT OF PATENTS & APPLICATIONS

For good and valuable consideration, the receipt of which is hereby acknowledged, Arcbyt, Inc., a Delaware corporation, having a place of business at 548 Market Street, PMB 39975, San Francisco, California 94104 ("Assignor"), has sold, assigned, and transferred and does hereby sell, assign, and transfer to Earthgrid PBC, a Delaware corporation, having a place of business at 1150 Brickyard Cove Rd., Richmond, California 94801 ("Assignee"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("Subject Matter") that are disclosed in the patents and patent applications set forth in Schedule 1 ("Assigned Patents");
- and
2. The entire worldwide right, title, and interest in and to: (a) the Assigned Patents, including any right of priority; (b) any divisional, continuation, continued prosecution applications, continuations-in-part, substitute, renewal, reissue, reexaminations, extension, and other applications related by priority thereto which have been or may be filed in the United States or elsewhere in the world; (c) any patents which may be granted on the applications set forth in (a) and (b) above; (d) all foreign counterparts of any of the foregoing (a)- (c), including but not limited to utility models; and (e) the right to sue in its own name, to seek and obtain equitable relief, and to recover and retain damages for infringement (occurring on, prior to and/or after the execution date hereof) of the Subject Matter and/or any of the foregoing (a)- (d), including but not limited to all rights to recover damages for infringement of provisional rights (1. and 2., collectively, the "Patent Rights").

The Assignor agrees to cooperate fully with the Assignee and to execute such further instruments, documents and agreements and to give such further written assurances as may be reasonably requested by Assignee to evidence and reflect the assignments described herein and to carry into effect the intents and purposes of this Patent Assignment.

Assignor does not make any representation or warranty with respect to the Patent Rights being conveyed hereby except as specifically set forth in the Purchase Agreement.

Assignor agrees that Assignee may apply for and receive patents for the Patent Rights in Assignee's own name.

Assignor grants to Assignee or its designee the power to insert on this Assignment any further



Schedule 1 ("Assigned Patents")

- **US Patent Application No. 15/814,311, filed on 11/15/2017, titled Tunneling for Underground Power and Pipelines, issued as US Patent No. 10,584,585 on 03/10/2020.**
- **US Patent Application No. 16/813,214, filed on 03/09/2020, titled Tunneling for Underground Power and Pipelines, issued as US Patent No. 11,142,957 on 10/12/2021.**
- **US Patent Application No. 17/473,279, filed on 09/13/2021, titled Tunneling for Underground Power and Pipelines, issued as US Patent No. 11,655,680 on 05/23/2023.**
- *US Provisional Patent Application No. 62/422,539, filed on 11/15/2016, titled Method and Apparatus for Tunneling for Underground Power and Pipelines – Status: Expired*
- *PCT Patent Application No. PCT/US2018/060961, filed on 11/14/2018, titled Tunneling for Underground Power and Pipelines, published as WO 2020/101666 on 05/22/2020. – Status: Expired*
- *Australian National Phase Application No. 2018438150, effective filing date of 11/14/2018, titled Tunneling for Underground Power and Pipelines – Status: Abandoned*
- *Canadian National Phase Application No. 3071757, effective filing date of 11/14/2018, titled Tunneling for Underground Power and Pipelines – Status: Abandoned*
- *European Regional Phase Application No. 18865333.1, effective filing date of 11/14/2018, titled Tunneling for Underground Power and Pipelines, published as EP3679219 on 07/15/2020 – Status: Abandoned.*