

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PATI135686

|   |                                |  |                       |
|---|--------------------------------|--|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                 |  |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                     |  |                       |
| <b>CONVEYING PARTY DATA</b>   |                                |  |                       |
| <b>Name</b>   |                                |  | <b>Execution Date</b> |
| Warner Babcock Institute for Green Chemistry, LLC   |                                |  | 03/13/2024            |
| <b>RECEIVING PARTY DATA</b>   |                                |  |                       |
| <b>Company Name:</b>  | True Colors Chemistry, Inc.    |  |                       |
| <b>Street Address:</b>  | 209 Solana Vista Dr.           |  |                       |
| <b>City:</b>  | Solana Beach                   |  |                       |
| <b>State/Country:</b>   | CALIFORNIA                     |  |                       |
| <b>Postal Code:</b>   | 92075                          |  |                       |
| <b>PROPERTY NUMBERS Total: 3</b>  |                                |  |                       |
| <b>Property Type</b>  | <b>Number</b>                  |  |                       |
| <b>Patent Number:</b>   | 8828100                        |  |                       |
| <b>Patent Number:</b>   | 9522102                        |  |                       |
| <b>Patent Number:</b>   | 8366791                        |  |                       |
| <b>CORRESPONDENCE DATA</b>  |                                |  |                       |
| <b>Fax Number:</b>  | 7145469035                     |  |                       |
| <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>   | 7146415100                     |  |                       |
| <b>Email:</b>   | jngo@rutan.com                 |  |                       |
| <b>Correspondent Name:</b>  | Rutan Tucker, LLP              |  |                       |
| <b>Address Line 1:</b>  | 18575 Jamboree Road, 9th Floor |  |                       |
| <b>Address Line 4:</b>  | Irvine, CALIFORNIA 92612       |  |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 037988.0002                    |  |                       |
| <b>NAME OF SUBMITTER:</b>   | MRS. Joy Ngo                   |  |                       |
| <b>SIGNATURE:</b>   | MRS. Joy Ngo                   |  |                       |
| <b>DATE SIGNED:</b>   | 04/05/2024                     |  |                       |
| <b>Total Attachments: 5</b>   |                                |  |                       |
| source=document (1)#page1.tif   |                                |  |                       |
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| source=document (1)#page3.tif   |                                |  |                       |
| source=document (1)#page4.tif   |                                |  |                       |



## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of March 13, 2024, is made by Warner Babcock Institute for Green Chemistry, LLC, a Delaware limited liability company ("Seller"), in favor of True Colors Chemistry, Inc., a Delaware corporation ("Buyer"), the purchaser of certain assets of Seller pursuant to a Patent Purchase Agreement by and between Buyer and Seller, dated as of the date hereof (the "Patent Purchase Agreement").

**WHEREAS**, under the terms of the Patent Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

**NOW THEREFORE**, the parties agree as follows:

**1. Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned Patents"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

**2. Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

**3. Terms of the Patent Purchase Agreement.** The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Patent Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Patent Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full

extent provided therein. In the event of any conflict or inconsistency between the terms of the Patent Purchase Agreement and the terms hereof, the terms of the Patent Purchase Agreement shall govern.

**4. Counterparts.** This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

**5. Successors and Assigns.** This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**6. Governing Law.** This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

\* \* \*

IN WITNESS WHEREOF, the parties have duly executed this Patent Assignment as of the date first above written.

**SELLER:**

**BUYER:**

Warner Babcock Institute for Green True Colors Chemistry, Inc.  
Chemistry, LLC

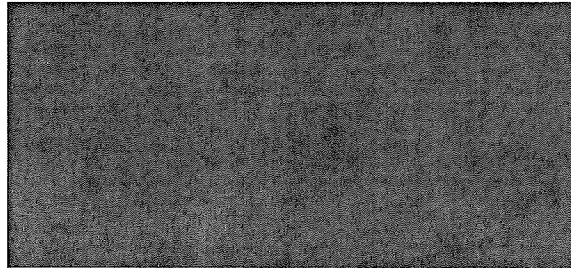
DocuSigned by:

By: Joe Pont

Name: Joe Pont

Title: Chief Executive Officer

Address for Notices:  
116 John Street Suite 415  
Lowell, MA 01852



IN WITNESS WHEREOF, the parties have duly executed this Patent Assignment as of the date first above written.

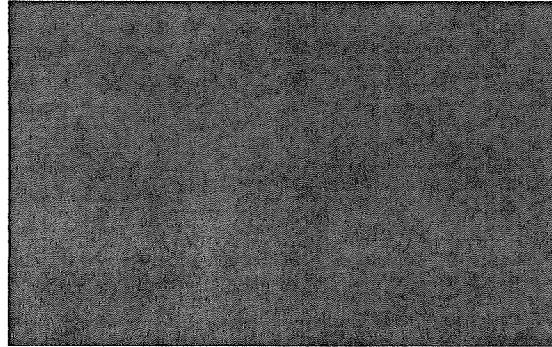
**SELLER:**

**Warner Babcock Institute for Green True Colors Chemistry, Inc.  
Chemistry, LLC**

By: \_\_\_\_\_  
Name: Joe Pont  
Title: Chief Executive Officer

Address for Notices:  
116 John Street Suite 415  
Lowell, MA 01852

**BUYER:**



**SCHEDULE 1**

**ASSIGNED PATENTS AND PATENT APPLICATIONS**

| <b>Patent Number</b> | <b>Application Jurisdiction</b> | <b>Application Number</b> | <b>Filing Date</b> |
|----------------------|---------------------------------|---------------------------|--------------------|
| 8,828,100            | United States                   | 14/053,524                | October 14, 2013   |
| 9,522,102            | United States                   | 14/481,842                | September 9, 2014  |
| JP6449269            | Japan                           | 2016524120                | January 25, 2014   |
| KR2159280            | Korea                           | 1020167012746             | January 25, 2014   |
| IL245082             | Israel                          | PCT US/2014/013076        | January 25, 2014   |

| <b>Patent Number</b> | <b>Application Jurisdiction</b> | <b>Application Number</b> | <b>Filing Date</b> |
|----------------------|---------------------------------|---------------------------|--------------------|
| 8,366,791            | United States                   | 13/225,145                | September 2, 2011  |
| AU2014337395         | Australia                       | 2014337395                | January 25, 2014   |
| BR102014025546       | Brazil                          | 102014025546              | October 14, 2014   |
| CN105792797          | China                           | 201480065814.1            | January 25, 2014   |
| NZ719935             | New Zealand                     | PCT/US2014/013076         | January 25, 2014   |

| <b>Patent Number</b> | <b>Application Jurisdiction</b> | <b>Application Number</b> | <b>Filing Date</b> |
|----------------------|---------------------------------|---------------------------|--------------------|
| N/A                  | Europe                          | 14853772.3                | January 25, 2014   |

| <b>Patent Number</b> | <b>Application Jurisdiction</b> | <b>Application Number</b> | <b>Filing Date</b> |
|----------------------|---------------------------------|---------------------------|--------------------|
| N/A                  | India                           | IN201637015550            | April 5, 2016      |