

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

Assignment ID: PATI354720

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Xenofon Evaggelou Verykios	05/27/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Catalytic Pyrolysis Technologies P.C.
<b>Street Address:</b>	7 Kilkis Street, P.C.
<b>City:</b>	Patra
<b>State/Country:</b>	GREECE
<b>Postal Code:</b>	26441
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17863886
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	6315013526
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<b>ATTORNEY DOCKET NUMBER:</b>	2948-2
<b>NAME OF SUBMITTER:</b>	Petra Valentin
<b>SIGNATURE:</b>	Petra Valentin
<b>DATE SIGNED:</b>	07/11/2024
<b>Total Attachments: 7</b>	
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## ASSIGNMENT AGREEMENT

This Agreement (the "Agreement") is made in Athens [location] on May 17, 2024 [date],  
between:

A. Mr. Xenofon Evaggelou Verykios, resident of Patra, Achaea, Greece, 7, Kilkis Str., holder of I.D card No. AE 229271, T.I.N. 032025246, e-mail verykios@outlook.com (the "Transferor").

AND

B. The Private Company «Catalytic Pyrolysis Technologies P.C.», legally established and operating under the laws of Greece, with registered office in Patra, Achaea, 7, Kilkis Street, P.C. 26441, Commercial Registry's No. 170233416000, T.I.N. 802114732, e-mail: [•] legally represented by its Administrator Ms. Melissa - Stella Verykiou (the "Transferee").

The Agreement is also co-signed by Mr. [•], acting as Director and legal representative of the "Foundation for Research and Technology - Hellas / Institute of Chemical Engineering Sciences" (FORTH/ICE-HT), as joint inventor of the invention described in detail below.

Both the Transferor and Transferee are hereinafter jointly referred to as the "Parties".

### PREAMBLE:

- a. In the context of a research and development project, the Transferor and the collaborative research organization of the wider public sector with the name "Foundation for Research and Technology - Hellas / Institute of Chemical Engineering Sciences (FORTH/ICE-HT) acting through its personnel, i.e. Mr. Stylianos Neophytides, jointly created the invention as defined below in detail.
- b. FORTH/ICE-HT as employer of Mr. Neophytides owns in accordance with the Greek applicable legislation and by contract all employer's intellectual property rights on the invention, as defined below, since Mr. Neophytides is an employee of FORTH/ICE-HT and he, therefore, retains solely certain limited moral rights provided by the above legislation.
- c. By virtue of the Joint Intellectual Property Rights, Ownership, Acknowledgment, Assignment and Management Agreement dated 24.03.2022 as signed between the Transferor and FORTH/ICE-HT, it was agreed and acknowledged that the Transferor owns 75 % of the full and exclusive ownership rights on the invention as defined below under 1.2., while FORTH/ICE-HT owns the remaining 25 %.
- d. For purposes of commercial exploitation of the invention as defined in detail below and by virtue of the Greek Law No. 4864/2021, the spin-off company with the name «Catalytic Pyrolysis Technologies P.C.» was established, i.e. the Transferee, partner of which is amongst others the Transferor.
- e. The Transferor intends to assign and transfer, while the Transferee intends to accept and acquire the above percentage of 75 % of the full and exclusive ownership rights on the invention by payment of the price agreed herein.



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- f. Therefore, the Parties hereby agree on the transfer from the Transferor to the Transferee of the above percentage under the below terms.

By virtue of this agreement the Parties mutually agree the following:

## DEFINITIONS

- 1.1. "**Purchase Price**" means the amount provided for in article 3 of the Agreement and should be paid by the Transferee to the Transferor as consideration for the transfer of the rights, as described in the Agreement.
- 1.2. "**Invention**" means all discoveries, know – how, information, and inventions in CATALYTIC MATERIALS FOR PYROLYSIS OF METHANE AND PRODUCTION OF HYDROGEN WITH SUBSTANTIALLY ZERO CARBON EMISSIONS jointly created by the Transferor and Mr. Stylianos Neophytides, on which: (a) the United States Patents No. US 11,401,163 B2 issued on 02.08.2022 and US 11,673,803 B2 issued on 13.06.2023 have been granted (as attached hereto in Annex I) and (b) the Patent Application No. PCT/EP2021/078865 dated 19.10.2021 has been filed by the Transferor and FORTH/ICE-HT (as attached hereto in Annex II).
- 1.3. "**Patent License**" means (a) the United States Patents No. US 11,401,163 B2 issued on 02.08.2022 and US 11,673,803 B2 issued on 13.06.2023 as granted on the Invention, (b) any patent license already provided or to be provided by virtue of the Patent Application No. PCT/EP2021/078865 dated 19.10.2021 as filed by the Transferor and FORTH/ICE-HT and (c) any other patent license to be provided by virtue of any other patent application for the registration of the rights on the Invention as defined below under 1.4., submitted before any competent authority in Greece or abroad.
- 1.4. "**Rights to be Transferred**" or solely the "**Rights**" mean (a) the absolute and exclusive right on the Patent License and/or in general on any property titles granted or to be granted by any competent authority in Greece and/or abroad on the Invention, (b) the absolute and exclusive property right of expectation of industrial property on the Invention, based on the Patent Application No. PCT/EP2021/078865 dated 19.10.2021, subject to the resolutive condition of non-grant of the Patent License and for the whole time period of validity of such application and of the subsequent Patent License to be granted and (c) the above expectation right as described under (b) based on any other applications for the grant or extension of patent licenses or any other property titles on the Invention, as submitted or to be submitted before any competent authorities in Greece and/or abroad, subject to the above same resolutive condition and for the whole time period of validity of such applications and of the subsequent Patent License to be granted.

## 2. SCOPE OF THE AGREEMENT

The Transferor hereby assigns and transfers to the Transferee permanently, exclusively and finally, in accordance with the below terms of the Agreement and the



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Transferee accepts and acquires the percentage of 75 % on the Rights owned by the Transferor, as described under clause 1.4.

Apart from the Rights to be Transferred, no other right is transferred from the Transferor to the Transferee and in case of doubt, any right, know – how or material is considered as not included in the Rights to be Transferred.

### 3. PURCHASE PRICE

- 3.1. As consideration for the Rights to be Transferred, the Transferee paid today to the Transferor the total amount of EUR 10, plus VAT ("Purchase Price").
- 3.2. The Parties consider the Purchase Price as fair, reasonable and fully corresponding to the market value of the Rights and waive any claim or objection on the legality or the amount of the Purchase Price.
- 3.3. The Purchase Price should be paid in euro by the Transferee to the Transferor on the signing date of the Agreement through bank deposit/wire transfer to the following bank account [●] held by the Transferor in [●] bank.
- 3.4. Any additional fees or taxes arising from the Agreement should be exclusively paid by the Transferee.

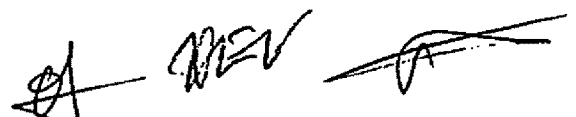
### 4. TRANSFER

The transfer of the Rights should take place with no undue delay from the signing of the present Agreement and the payment of the Purchase Price, as follows:

- 4.1. The Transferee undertakes the obligation to register the Agreement with (a) any competent authority granted the Patent License, such as the United States Patent and Trademark Office (USPTO), (b) the competent authority where the Patent Application No. PCT/EP2021/078865 dated 19.10.2021 has been submitted or/and (c) any competent authority where any other application for the grant of Patent License has been submitted, as described above under 1.3. – 1.4., in Greece and abroad and in general to perform any other action necessary for the registration and publication of such transfer.
- 4.2. The Transferor is obliged to assist the Transferee by the registration of the Agreement with at least one of the respective registries as set out above, provided that such assistance is required after Transferee's relevant request.

### 5. PARTIES' OBLIGATIONS

- 5.1. The Transferee is obliged to ensure the confidentiality of the information to be granted by the Transferor in relation to the Agreement and the transfer of the Rights, which information may not be included in the Agreement's scope.
- 5.2. The Transferee guarantees that same will name the Inventor(s) by each use of the Invention and / or the Patent License.



5.3. The obligations set out in this article continue to apply also after the expiry of the Agreement.

## 6. GUARANTEES

6.1. The Transferor guarantees the Transferee the following:

6.1.1. The Transferor is the owner of 75 % of the Rights to be Transferred.

6.1.2. The Transferor is free from any obligation or restriction and has full power to sign the Agreement and transfer the above percentage owned by same.

6.1.3. To the best of the Transferor's knowledge, this transfer does not violate against any third person's property rights.

6.1.4. The Transferor is not aware of any pending third persons' claims, doubts or allegations related to the ownership or validity of the Rights.

6.1.5. The Rights to be Transferred are free from any lien, seizure, encumbrances, any legal or factual defect.

6.1.6. The Transferor has notified to the Transferee any information known to the Transferor in relation to the Rights, all documentation and technical guidance for the application of all technical rules and the exploitation of the Invention and the Patent License.

6.2. The Transferee declares that has performed the due diligence on the Rights to be Transferred and has found them legal, valid, free of third persons' liens, burdens, encumbrances, claims, doubts and allegations based on information available to the public or provided by the Transferor.

6.3. The Transferor acknowledges that the Transferee hereby acquires 75% of the Rights, which the Transferee is entitled from now on to use, exploit and in general possess as full end exclusive owner and possessor of the percentage of 75 % on them.

6.4. The Transferor declares that after the payment of the Purchase Price the Transferor will not have or maintain any right or claim, financial or not, against the Transferee in relation to the Rights.

## 7. LIABILITY

7.1. The Transferor's liability solely refers to the existence of the Rights by the time of signing of the Agreement.

7.2. The Transferor is not liable for any future third persons' claims, appeals or objections on the Rights, even in case such claims, appeals or objections have as a result the Rights' cancellation.



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7.3. Except otherwise stated in the Agreement, the Transferor does not have any other liability against the Transferee for the legality and validity of the, including the Patent License.

7.4. As of the date of signing of the Agreement, any risks regarding the Rights are undertaken by the Transferee, especially as regards risks of non-suitability of the Rights for business exploitation or in case the business exploitation of the Rights turns out not compatible with the Transferee expectations, as well as regarding risks arising from any third parties' claims, appeals, or objections.

## 8. APPLICABLE LEGISLATION - JURISDICTION

8.1. The Agreement as well as any doubt or dispute arising from the Agreement is regulated by the provisions of Greek Law.

8.2. In the event of a dispute as regards the validity, interpretation and/or application of the Agreement including any disputes as regards the Rights and the content of the Rights transfer, the parties are obliged to firstly attempt to resolve the dispute through mediation, under the procedure described by the applicable Greek legislation.

8.3. Without prejudice to the provisions of clause 8.2. hereof and provided that the mediation procedure is unsuccessful, the competent courts for any dispute arising from the Agreement regarding the validity, interpretation, and/or application hereof, including any proceedings as regards the Rights and the content of the Rights transfer, are agreed the courts of Patras.

## 9. FINAL PROVISIONS

9.1. The Agreement is the Parties' exclusive agreement on this scope and prevails over all other prior oral or written related agreements.

9.2. Any amendment of the terms of the Agreement, which all are considered essential, as well as any amendment, renewal, extension, or deletion of any terms of the Agreement should be made in writing, excluding any other means of proof, even oath.

9.3. In case any term of the Agreement is considered invalid, then such Invalid term does not affect the validity of the remaining terms hereof.

9.4. Each contracting party may waive unilaterally and in writing any claims against the other party. Such waiver becomes effective as of the delivery of the respective written notification.

9.5. The Parties neither are exempt from nor waive their rights, powers or obligations as set in the Agreement, solely because certain terms hereof have been violated, or because of the omission or negligence by any of the contracting parties to exercise any of their rights set out herein or to insist on full compliance of the other contracting party with the obligations hereof.



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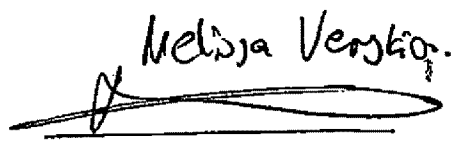
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9.6. The tolerance by any of the Parties of violation of the terms hereof even for a long time-period, does not constitute a waiver of their rights or weakening of such rights.

In witness whereof, the Parties signed the Agreement in three (3) originals documents and each contacting party kept one (1) of them.

**THE PARTIES**

  
The Transferor

  
For the Transferee

  
For the Foundation for Research and Technology - Hellas / Institute of  
Chemical Engineering Sciences (FORTH/ICE-HT)




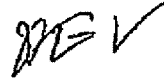

**ANNEXES**

**ANNEX I – UNITED STATES PATENTS NO. US 11,401,163 B2 Issued on 02.08.2022 AND US 11,673,803 B2 Issued on 13.06.2023**

**ANNEX II – PATENT APPLICATION NO. PCT/EP2021/078865**

The countries, where the registration of the Rights has been requested by virtue of the Patent Application No. PCT/EP2021/078865 are the following:

Country	Application No.	Filing date
China	2021800712752	19.10.2021
Europe	21793945.3	19.10.2021
India	202317031654	19.10.2021
Japan	2023-547922	19.10.2021
WO	PCT/EP2021/078865	19.10.2021

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