508657267 07/18/2024 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI370235

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		ASSIGNMENT					
CONVEYING PARTY DA	ТА						
		Name	Execution Date				
General Electric Compan	у		06/30/2024				
RECEIVING PARTY DAT	ТА						
Company Name:							
Street Address:	1 Researc	h Circle					
City:	Niskayuna						
State/Country:	NEW YOF	3K					
Postal Code:	12309						
	Totoly 2						
PROPERTY NUMBERS		Number					
Application Number:	184	469287					
Application Number: 1537							
Application Number:	11.0	3/3/09					
		707819					
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Application Number: CORRESPONDENCE D/ Fax Number: Correspondence will be using a fax number, if p Phone: Email: Correspondent Name: Address Line 1: Address Line 2: Address Line 4: ATTORNEY DOCKET NU	ATA e sent to th provided; if (28 lwe De 152 Sui Cy	707819 be e-mail address first; if that is uns f that is unsuccessful, it will be sen 81)758-0025 eiss@deliziopeacock.com Lizio, Peacock, Lewin & Guerra, LLP 201 Mason Rd. ite 1000-312 press, TEXAS 77433 282856					

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INTELLECTUAL PROPERTY CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT

This INTELLECTUAL PROPERTY CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of June 30, 2024 (the "<u>Effective</u> <u>Date</u>"), by and between General Electric Company, a New York corporation (the "Assignor"), and GE Intellectual Property Licensing, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, effective as of the Effective Date, the parties desire that Assignor contribute, convey, assign and transfer to Assignee all of the right, title and interest of Assignor in and to the patents and patent applications set forth on <u>Attachment A</u> attached hereto, trademarks and trademark applications (together with all goodwill associated therewith and symbolized thereby in each case) set forth on <u>Attachment B</u> attached hereto and domain names set forth on <u>Attachment C</u> attached hereto (collectively, the "Assigned IP"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Assigned IP, and Assignor wishes to contribute, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Assigned IP.

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

Transfer of Assigned IP. Effective as of the Effective Date, Assignor hereby 1. irrevocably contributes, conveys, assigns, and transfers to Assignee and its successors and assigns, and Assignee hereby unconditionally accepts all of Assignor's right, title and interest in and to: (a) the Assigned IP (provided that, with respect to intent-to-use U.S. trademark applications, the transfer of such applications accompanies the transfer of that portion of the business to which such applications pertain); (b) all claims, causes of action and enforcement rights of any kind, and all rights to sue for past, present or future infringement of any of the Assigned IP and to collect and retain any and all damages, costs, profits, injunctive relief and other remedies for or relating to any such past, present or future infringement of the Assigned IP or any and all claims relating thereto; (c) all rights to collect royalties, license fees or other amounts with respect to the Assigned IP; and (d) all rights (but no obligation) to apply for, file, register, maintain, prosecute, extend, renew, enforce, license and otherwise exploit in any or all countries of the world patents, patent applications, certificates of invention, utility models, industrial design protection, design patent protection and other governmental grants or issuances of any kind related to any and all of the Assigned IP (including, without limitation, all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, substitutions, requests for continuing examinations, divisions, divisionals, counterparts and other applications, worldwide, based in whole or in part thereon) and any and all of the inventions, invention disclosures, designs and discoveries described or disclosed therein, in each case, without any requirement for Assignee to seek or obtain any consent or other approval from or otherwise inform Assignor.

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2. <u>Recordation and Further Actions</u>. The Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks 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 Agreement upon Assignee's request. Following the date hereof, upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns, and legal representatives, including the execution of and delivery of any affidavits, declarations, oaths, exhibits, assignments, power of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to the Assignee.

3. <u>Entire Agreement; Amendments</u>. This Agreement constitutes the entire agreement, and supersedes all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings among the parties with respect to the subject matter hereof and thereof. Any provision of this Agreement may be amended or waived, but only if the amendment or waiver is in writing and signed, in the case of an amendment, by each of the parties hereto, or, in the case of a waiver, by the party or parties asserted to have made such waiver.

4. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

5. <u>Governing Law and Venue</u>. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware. Each of the parties irrevocably agrees that any action or dispute arising out of or relating to this Agreement brought by any party or its successors or permitted assigns against any other party shall be brought and determined in the Court of Chancery of the State of Delaware.

6. <u>Severability</u>. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

7. <u>Counterparts</u>. This Agreement may be executed in two counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

GENERAL ELECTRIC COMPANY

By:

Name: Kirsten M. Max

Title: Authorized Signatory

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF OHIO

SS:

COUNTY OF CLERMONT

On this 30th day of <u>June, 2024</u> before me, the undersigned, personally appeared <u>Kirsten M. Max</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.



LISA BREYMEIER Notary Public, State of Ohio My Commission Expires: MAY 2, 2029

Lisa Breymeier

Notary Signature and Seal

[Signature Page to Intellectual Property Contribution, Assignment and Assumption Agreement]

ASSIGNEE:

GE INTELLECTUAL PROPERTY LICENSING, LLC

By:

Name: Hasan Rashid

Title: Vice President

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF OHIO

SS:

COUNTY OF HAMILTON

On this $3\frac{34}{16}$ day of $4\frac{2634}{16}$ before me, the undersigned, personally appeared 143646, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.

Notary Signature and Seal

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My Commission Expires September 9, 2026

[Signature Page to Intellectual Property Contribution, Assignment and Assumption Agreement]

Attachment A

Patents

PATENT REEL: 068019 FRAME: 0088

Madrid Patent Records

Patent Reference	Country	Filed Date	Application Number	Grant Date	Patent No.	Patent Application Title
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282856-US-17	United States of America	2023-09-18	18/469,287			CONTACTLESS POWER TRANSFER SYSTEM AND METHOD FOR CONTROLLING THE SAME
282856-US-2	United States of America	2016-12-12	15/375,789	2022-04-12	11,303,156	CONTACTLESS POWER TRANSFER SYSTEM AND METHOD FOR CONTROLLING THE SAME
282856-US-9	United States of America	2022-03-29	17/707,819	2023-09-19	11,764,609	CONTACTLESS POWER TRANSFER SYSTEM AND METHOD FOR CONTROLLING THE SAME
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RECORDED: 07/18/2024

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PATENT REEL: 068019 FRAME: 0089

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