

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI398865

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DWFritz Automation, LLC	07/01/2024
RECEIVING PARTY DATA	
Company Name:	Industrial Metrology Solutions LLC
Street Address:	9600 SW Boeckman Road
City:	Wilsonville
State/Country:	OREGON
Postal Code:	97070
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	11067124
CORRESPONDENCE DATA	
Fax Number:	7035054761
<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>	
Phone:	7035054761
Email:	rima.malik@sandvik.com
Correspondent Name:	Corinne Gorski
Address Line 1:	3200 Highlands Parkway SE
Address Line 2:	200
Address Line 4:	Smyrna, GEORGIA 30082
ATTORNEY DOCKET NUMBER:	SMS 15793US
NAME OF SUBMITTER:	Rima Malik
SIGNATURE:	Rima Malik
DATE SIGNED:	07/31/2024
Total Attachments: 11	
source=DWFRitz LLC Master Intellectual Property Assignment Agreement Fully Executed Notarized#page1.tiff	
source=DWFRitz LLC Master Intellectual Property Assignment Agreement Fully Executed Notarized#page2.tiff	
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MASTER INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This MASTER INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of July 1, 2024, is made by DWFritz Automation, LLC, an Oregon limited liability company ("Seller") in favor of Industrial Metrology Solutions LLC, a Delaware limited liability company ("Purchaser"), the purchaser of assets of Seller pursuant to that certain Asset Purchase Agreement between Purchaser and Seller, dated as of the date hereof (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, the Purchased Assets, including certain intellectual property used or held for use exclusively or primarily for or in connection with the conduct of the Business, and has agreed to execute and deliver this IP Assignment (and any additional necessary confirmatory assignments), for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding intellectual property registries in any applicable jurisdictions; and

WHEREAS, capitalized terms used and not defined in this IP Assignment shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

NOW THEREFORE, the Parties agree as follows:

1. Assignment. Seller hereby irrevocably sells, assigns, transfers and conveys to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto, all inventions disclosed therein, issuances, divisionals, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, and any applications sharing a common priority claim with any of the foregoing throughout the world (including international applications) and all patents or similar rights granted thereon and all rights to claim priority to any of the foregoing (the "Patents");

(b) the trademark registrations set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the domain name registrations set forth on Schedule 3 hereto (the "Domain Names");

(d) all unregistered intellectual property used or held for use exclusively or primarily for or in connection with the conduct of the Business, including, but not limited to such unregistered intellectual property set forth on Schedule 4 hereto ("Other IP");

(e) all causes of action (resulting from past, current and future infringement, misappropriation or similar violation thereof), damages, and remedies relating to any and all of the foregoing in Section 1(a) through 1(d);

(f) 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; and

(g) 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 including any such proceeds arising from past or future infringement, misappropriation or other violation of the foregoing.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding intellectual property registries in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any confirmatory assignments, 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 IP to Purchaser, or any assignee or successor thereto. Without limiting the generality of the foregoing, Seller shall execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Purchaser to (i) record Seller's conversion and name change from DWFritz Automation, Inc. to DWFritz Automation, LLC with the United States Patent and Trademark Office or any other U.S. or foreign intellectual property registries against any applicable patents, trademarks or other registered intellectual property that is included in the Purchased Assets, (ii) to remove any security interests that have been erroneously filed against any patents, trademarks or other registered intellectual property that is included in the Purchased Assets with the United States Patent and Trademark Office or any other U.S. or foreign intellectual property registries, and (iii) otherwise update record title in and to any patents, trademarks or other registered intellectual property that is included in the Purchased Assets anywhere in the world to reflect the transfers herein from Seller to Purchaser. In the event that Seller fails to execute such documentation or take such actions within ten (10) days after a written request, Seller hereby irrevocably appoints Purchaser with full and complete authority and power of attorney to act in the stead of Seller, as Seller's attorney in fact, to execute and record such documentation or take such actions.

3. Domain Name Registrations. Further, Seller shall take all steps as may be reasonably necessary to effect an assignment and transfer of all Domain Names being transferred to Purchaser pursuant to this IP Assignment in accordance with the Domain Name transfer procedures of the applicable registrar of each such Domain Name, including executing any applicable Domain Name registrar transfer agreement or documents, assignments, lawful oaths and any other papers which Purchaser may deem necessary or desirable. If, due to applicable registrar or registry rules or regulations, any Domain Names cannot be assigned to Purchaser, the Parties agree to discuss a reasonable resolution. Until such reasonable resolution is reached, Seller shall maintain such Domain Name registration in full force and effect, at Purchaser's expense for the sole and exclusive benefit of Purchaser.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Patents, Trademarks, Domain Names, and Other IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. To the fullest extent permitted under applicable law where this IP Assignment may be recorded or used for any purpose: (a) this IP 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, and (b) a signed copy of this IP 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 IP Assignment. To the extent Purchaser may determine that an original is needed in any jurisdiction for any purpose, Seller will promptly cooperate in providing same.


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

7. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. Each party irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (unless the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, in which case, in any state or federal court located within the State of Delaware) for the purposes of any suit, action or other proceeding arising out of this IP Assignment or any other Transaction Document or any transaction contemplated hereby or thereby, and agrees to commence any such action, suit or proceeding only in such courts. Each party further agrees that service of any process, summons, notice or document by United States registered mail to such party's respective address set forth herein shall be effective service of process for any such action, suit or proceeding. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this IP Assignment or any other Transaction Document or the transactions contemplated hereby or thereby in such courts, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER AT LAW, IN EQUITY, IN CONTRACT, IN TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS IP ASSIGNMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF.

[SIGNATURE PAGE FOLLOWS]

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

INDUSTRIAL METROLOGY SOLUTIONS LLC

By: 
Name: Zvonimir Kotnik
Title: Director

ACKNOWLEDGMENT

STATE OF California)
)SS.
COUNTY OF Orange)

Before me, a notary public in and for the State and County aforesaid, on this 8 day of July, 2024, personally appeared Zvonimir Kotnik, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Michael Memley, NOTARY PUBLIC
Notary Public
Printed Name: MICHAEL MEMLEY, NOTARY PUBLIC

My Commission Expires: 01-10-2027

See Attached Certificate

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

On JULY 8, 2024 before me, MICHAEL MEMLEY, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared ZVONIMIR KOTNIK
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Michael Memley, NOTARY PUBLIC
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General


☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

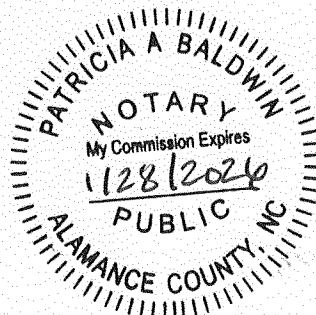
INDUSTRIAL METROLOGY SOLUTIONS LLC

By: 
Name: Roger Toedtmann
Title: Director

ACKNOWLEDGMENT

STATE OF North Carolina
COUNTY OF Alamance

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)SS.
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Before me, a notary public in and for the State and County aforesaid, on this 8 day of July, 2024, personally appeared Roger Toedtmann, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Patricia A Baldwin
Notary Public
Printed Name:

My Commission Expires: 1/28/2024

DWFRITZ AUTOMATION, LLC

By: [Signature]
Name: John Pence
Title: Director

ACKNOWLEDGMENT

STATE OF Oregon

)
)SS.

COUNTY OF Clackamas

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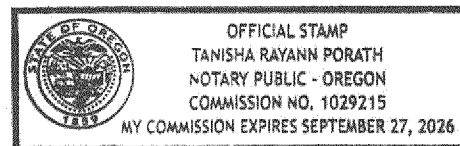
Before me, a notary public in and for the State and County aforesaid, on this 9 day of July, 2024, personally appeared John Pence, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

[Signature]


Notary Public

Printed Name: Tanisha Rayann Porath

My Commission Expires: September 27, 2026



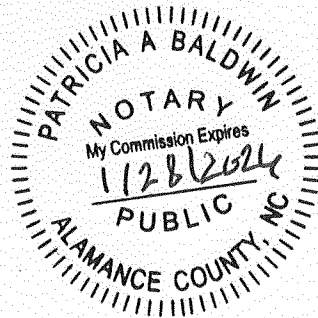
DWFRITZ AUTOMATION, LLC

By: 
Name: Roger Toedtmann
Title: Director

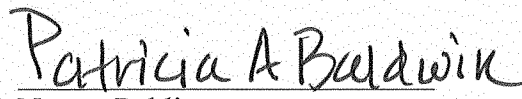
ACKNOWLEDGMENT

STATE OF North Carolina
COUNTY OF Alamance

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Before me, a notary public in and for the State and County aforesaid, on this 8 day of July, 2024, personally appeared Roger Toedtmann, who being to me personally known, and who having first executed the foregoing instrument in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.


Notary Public
Printed Name:

My Commission Expires: 1/28/2024

Schedule 1Patents

Original filing patent no.	Official title	Family members
FR3035207B1	Modular device for non-contact measurement and corresponding measurement and control system	
FR3043193B1	Device for the contactless three-dimensional inspection of a mechanical component with toothing	US 10,724,852 B2 (USA) - granted patent US 11 371 836 B1 (USA) - granted patent EP3371549 B1 (EPO) - granted patent CA3001939C (Canada) - granted patent JP6921093B2 (Japan) - granted patent CN108463688A (China) - patent application
FR 3043194B1	Device for the contactless three-dimensional inspection of blades for a turbomachine, especially an aircraft turbine or jet engine	US 10,731,975 B2 (USA) - granted patent US 11,359,913 B2 (USA) - granted patent EP 3390961 B2 (EPO) - granted patent CA 3007826 C (Canada) - granted patent JP2018538549A - patent application CN108463689B (China) - granted patent
FR 3048077 B1	Device for contactless three-dimensional inspection of a hollow part with an inner surface of revolution, and corresponding method	EP 3427006 B1 (EPO) - granted patent

US 10,598,521 B2	Metrology System	US11,486,689 B2 (USA) - granted patent US20220316851A1 (USA) - patent application EP3759428A (EPO) - patent application CA3092360C (Canada) - granted patent JP7125215B2 (Japan) - granted patent JP2022119788A (Japan) - patent application CN111971526B (China) - granted patent MX2020009014 A (Mexico) - patent application KR102338759 B1 (Korea) - granted patent SG11202008276U (Singapore) - granted patent IN202027037884 (India) - patent application PI2020004418 (Malaysia) - patent application TH20201004868 (Thailand) - patent application VN1-2020-05567 (Vietnam) - patent application
US 10,830,618 B2	Trigger management device for measurement equipment	EP3759437 B1 (EPO) - granted patent CA3092359 C (Canada) - granted patent JP7167399B2 (Japan) - granted patent CN 111936822 B (China) - granted patent KR 102385606 B1 (Korea) - granted patent MX2020009016 A (Mexico) - patent application SG 11202008275T (Singapore) - granted patent IN506496 B (India) - granted patent PI2020004419 (Malaysia) - patent application TH2001004867 (Thailand) - patent application VN1202005526 (Vietnam) - patent application

US20220373323A1	Non-contact optical measurement devices and exchangeable optical probes.	EP4018157A (EPO) - patent application CN114667432A (China) - patent application CA3155008A (Canada) - patent application JP7434535B2 (Japan) - granted patent KR20220064994A (Korea) - patent application MX2022003333A (Mexico) - patent application IN202217021755 (India) - patent application PI2022001477 (Malaysia) - patent application SG11202202688S (Singapore) - patent application TH20221001652 (Thailand) - patent application VN1202202413 (Vietnam) - patent application
US11,067,124 B2	Planar Rotary Air Bearing Stage	US20210324912A1 (USA) - patent application
US 18/236,205 (application number)	Sensing device and metrology system incorporating such a sensing device	
PCT/IB2024/053021 (application number)	Locating and sizing 2D imaged features in 3D laser scanning coordinate system	