

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI817795

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Alfa Laval Inc.	09/03/2024
Alfa Laval Corporate AB	09/03/2024
RECEIVING PARTY DATA	
Company Name:	Vortex Ventures (Texas) LLC
Street Address:	21641 Crestbrook Drive
City:	Katy
State/Country:	TEXAS
Postal Code:	77449
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12496489
CORRESPONDENCE DATA	
Fax Number:	7136234846
<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:	(713)6234844
Email:	CRouly@pattersonsheridan.com,psdocketing@pattersonsheridan.com
Correspondent Name:	Brooks D. Tueting
Address Line 1:	Patterson + Sheridan, LLP
Address Line 2:	24 Greenway Plaza, Suite 1600
Address Line 4:	Houston, TEXAS 77046
ATTORNEY DOCKET NUMBER:	VRTX/0004US
NAME OF SUBMITTER:	Christi Rouly
SIGNATURE:	/Christi Rouly/
DATE SIGNED:	02/12/2025
Total Attachments: 7	
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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

This **ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT** (this “Assignment”), dated as of September 3, 2024, is by and among Alfa Laval Inc., a New Jersey corporation (“AL USA”) and Alfa Laval Corporate AB (together with AL USA, “Assignors”), and Vortex Ventures (Texas) LLC, a Texas limited liability company (“Assignee”).

RECITALS

WHEREAS, Assignee and AL USA entered into an Asset Purchase Agreement, dated as of the date hereof (the “Agreement”), pursuant to which, among other things, AL USA has agreed to assign, or cause to be assigned, to Assignee, and Assignee has agreed to assume, as of the Effective Time, certain assets, including certain rights in intellectual property owned by Assignors; and

WHEREAS, in accordance with the Agreement, Assignee desires to ensure the proper assignment and conveyance of all of the Transferred IP (as defined in the Agreement and identified on Exhibit A attached hereto), together with all goodwill and other rights associated therewith (collectively, the “Assigned Intellectual Property”).

NOW THEREFORE, in consideration of the mutual covenants set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignee, intending to be legally bound, hereby agree as follows:

1. Defined Terms. All capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Agreement.
2. Assignment. Each Assignor hereby assigns, transfers, conveys, delivers and grants unto Assignee, its successors and assigns, the Assigned Intellectual Property.
3. Assumption. Assignee hereby assumes and accepts from each Assignor, the Assigned Intellectual Property.
4. Relation to Agreement. This Assignment is being delivered pursuant to the Agreement and is subject, in all respects, to the terms and conditions of the Agreement. This Assignment shall not in any way supersede the Agreement, which remains in full force and effect pursuant to its terms and the parties thereto shall have the rights, duties and obligations provided for thereunder. In the event of any inconsistency between this Assignment and the Agreement, the Agreement shall control and prevail.
5. Further Action. In connection with this Assignment and all the transactions contemplated by this Assignment, each signatory hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Assignment and all such transactions.

6 Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by electronic mail image (e.g., “.pdf”) shall be effective as delivery of a manually executed counterpart of this Assignment.

7. Governing Law. Each party hereto agrees that governing law, venue and all legal proceedings concerning the construction, validity, enforcement and interpretation of this Assignment will be determined in accordance with, and subject to, Article VII of the Agreement.

[Signature Pages Follow]

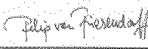
In accordance with the foregoing, each Assignor and the Assignee has executed this Assignment as of the date first written above.

ALFA LAVAL INC.

By: _____
Name: Joe Lawrence
Title: Vice President, Alfa Laval Inc.


By: 
Name: Ester Codina
Title: President & CEO

ALFA LAVAL CORPORATE AB

By: 
Name: Filip von Friesendorff
Title: Vice President, Group Patent

[Assignor's Signature Page; Assignee's Signature Page Follows]

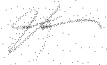
VORTEX VENTURES (TEXAS) LLC

By: 
Name: Franklin Myers
Title: Chairman

[Assignee's Signature Page]

In accordance with the foregoing, each Assignor and the Assignee has executed this Assignment as of the date first written above.

ALFA LAVAL INC.

By: 
Name: Joe Lawrence
Title: Vice President, Alfa Laval Inc.

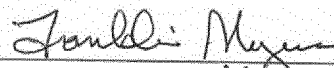
By: _____
Name: Ester Codina
Title: President & CEO

ALFA LAVAL CORPORATE AB

By: _____
Name: _____
Title: _____

[Assignor's Signature Page; Assignee's Signature Page Follows]

VORTEX VENTURES (TEXAS) LLC

By: 
Name: Franklin Myers
Title: Chairman

[Assignee's Signature Page]

In accordance with the foregoing, each Assignor and the Assignee has executed this Assignment as of the date first written above.

ALFA LAVAL INC.

By: _____
Name:
Title:

ALFA LAVAL CORPORATE AB

By: _____
Name:
Title:

[Assignor's Signature Page; Assignee's Signature Page Follows]

VORTEX VENTURES (TEXAS) LLC

By: Franklin Myers
Name: Franklin Myers
Title: Chairman

[Assignee's Signature Page]

Exhibit A

Assigned Intellectual Property

PATENTS

Internal Title	Legal Owners	Reg Owners	BU	DIV	Business Line	Ctry	Fig date	Fig No	Pub date	Pub No	Grt date	Grt No	Exp Date	Next Annuity
Method for dust free low pressure mixing	Alfa Laval Inc. (ALINC)	Alfa Laval Inc. (ALINC)	BUENS	VORT	ALVO	US	18 Jun 2009	12/487065			22 Dec 2009	7635218	19 Apr 2027	
Dust free mixing system	Alfa Laval Inc. (ALINC)	Alfa Laval Inc. (ALINC)	BUENS	VORT	ALVO	US	19 Apr 2007	11/737690			22 Jul 2008	7401973	19 Apr 2037	
Eductor apparatus with lobes for optimizing flow patterns	Alfa Laval Inc. (ALINC)	Alfa Laval Inc. (ALINC)	BUENS	VORT	ALVO	US	01 Jul 2009	12/496409			31 Aug 2010	7784999	01 Jul 2029	
Jet Ring Assembly and method for cleaning eductors	Alfa Laval Inc. (ALINC)	Alfa Laval Inc. (ALINC)	BUENS	VORT	ALVO	US	16 Jun 2010	12/816969			19 Apr 2011	7926502	16 Jun 2030	
Apparatus for mixing fluids	Alfa Laval Inc. (ALINC)	Alfa Laval Inc. (ALINC)	BUENS	VORT	ALVO	US	09 Jan 2012	13/346486			09 Jul 2013	25 Aug 2015	9114367	12 Jun 2032; 25 Feb 2027
Shearing head	Alfa Laval Corporate AB (ALCO)	Alfa Laval Corporate AB (ALCO)	BUENS	VORT	ALVO	China	10 Mar 2017	201780019462.X			09 Nov 2018	108778478	26 Oct 2021	Z1201780019462.X 10 Mar 2037; 10 Mar 2024
Shearing head	Alfa Laval Corporate AB (ALCO)	Alfa Laval Corporate AB (ALCO)	BUENS	VORT	ALVO	South Korea	10 Mar 2017	10-2018-7030101			28 Nov 2018	30180127421	17 Jun 2020	10-2125877 10 Mar 2037; 17 Jun 2024
Shearing head	Alfa Laval Corporate AB (ALCO)	Alfa Laval Corporate AB (ALCO)	BUENS	VORT	ALVO	Singapore	10 Mar 2017	112018071945			03 Oct 2022	112018071945	10 Mar 2037; 10 Mar 2024	
Shearing head	Alfa Laval Corporate AB (ALCO)	Alfa Laval Corporate AB (ALCO)	BUENS	VORT	ALVO	US	23 Mar 2018	15/713020			11 Jan 2019	20180089941	08 Dec 2020	10857507 09 Apr 2036; 08 Jun 2024
Shearing head	Alfa Laval Corporate AB (ALCO)	Alfa Laval Corporate AB (ALCO)	BUENS	VORT	ALVO	US	04 Nov 2020	17/089410			18 Feb 2021	20210046434		23 Mar 2036
Shearing head	Alfa Laval Corporate AB (ALCO)	Alfa Laval Corporate AB (ALCO)	BUENS	VORT	ALVO	US	23 Mar 2018	15/078551			28 Sep 2017	2017/0274398	24 Apr 2018	5950328 23 Mar 2036; 24 Oct 2025
Compact Shearing Device	Alfa Laval Corporate AB (ALCO)	Alfa Laval Corporate AB (ALCO)	BUENS	VORT	ALHO	China	22 Sep 2017	201780095074.X			*****	111093816	18 Nov 2022	Z1201780095074.X 22 Sep 2037; 22 Sep 2024

TRADEMARKS

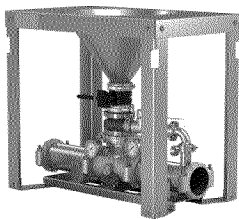
Trademark	Filing Type	Country	Legal Owner	Reg owner	DIV	BU	Business Line	Class	Fig date	Fig No	Reg date	Reg No	P-Agent	P-Agent Ref	L-Agent	L-Agent Ref	Next Renewal
LOBESTAR	NF	Canada	Alfa Laval Corporate AB (ALCO)	Alfa Laval Corporate AB (ALCO)	VORT	BUENS	ALVO	07	07 Apr 2009	1433768	18 May 2011	1MA797892	ALCO		GLHT	R797892	18 May 2026
LOBESTAR	NF	China	Alfa Laval Corporate AB (ALCO)	Alfa Laval Corporate AB (ALCO)	VORT	BUENS	ALVO	07	28 Oct 2009	7789594	28 Oct 2011	7789594	ALCO		CHI	TH17722607X	27 Oct 2031
LOBESTAR	NF	EU	Alfa Laval Corporate AB (ALCO)	Alfa Laval Corporate AB (ALCO)	VORT	BUENS	ALVO	07	08 Apr 2009	008207292	23 Oct 2009	508207292	ALCO		AGU	V56910386EU	08 Apr 2029
LOBESTAR	NF	United Kingdom	Alfa Laval Corporate AB (ALCO)	Alfa Laval Corporate AB (ALCO)	VORT	BUENS	ALVO	07	08 Apr 2009	008207292	23 Oct 2009	UK00908207292	ALCO		BWT	T221211GB00	08 Apr 2029
LOBESTAR	NF	US	Alfa Laval Corporate AB (ALCO)	Alfa Laval Corporate AB (ALCO)	VORT	BUENS	ALVO	07	15 Jul 1999	73953877	22 Aug 2000	2395289	ALCO		BKM	ALFA 0213 TUS	22 Aug 2030
LOBESTAR MIXING NOZZLE	NF	US	Alfa Laval Corporate AB (ALCO)	Alfa Laval Corporate AB (ALCO)	VORT	BUENS	ALVO	07	17 Apr 2009	77716187	25 May 2010	3792168	ALCO		BKM	ALFA 0216 TUS	25 May 2030
RADIAL EDUCTOR	NF	US	Alfa Laval Corporate AB (ALCO)	Alfa Laval Corporate AB (ALCO)	VORT	BUENS	ALVO	07	17 Apr 2009	77716178	28 Sep 2010	3852157	ALCO		BKM	ALFA 0217 TUS	28 Sep 2030
VORTEX	NF	US	Alfa Laval Corporate AB (ALCO)	Alfa Laval Corporate AB (ALCO)	VORT	BUENS	ALVO	07	17 Apr 2009	77716103	16 Nov 2010	3875403	ALCO		BKM	ALFA 0220 TUS	16 Nov 2030
VORTEX MIXMATE	NF	US	Alfa Laval Corporate AB (ALCO)	Alfa Laval Corporate AB (ALCO)	VORT	BUENS	ALVO	07	17 Apr 2009	77716106	17 May 2011	3962354	ALCO		BKM	ALFA 0221 TUS	17 May 2031
V-SLIDE	NF	US	Alfa Laval Corporate AB (ALCO)	Alfa Laval Corporate AB (ALCO)	VORT	BUENS	ALVO	07	17 Apr 2009	77716144	26 Oct 2010	3866347	ALCO		BKM	ALFA 0219 TUS	26 Oct 2030

DOMAIN NAMES

www.vortexventures.comwww.lobestar.com

Execution Version

IMAGES AND INFORMATIONAL MANUALS:



The “Shear-Mixer Basic product leaflet”, “Shear-Mixer BBS product leaflet”, “Shear-Mixer Tier 2 product leaflet” and “Shear-Mixer Tier 3 product leaflet” as set forth on the website: <https://www.alfalaval.us/products/fluid-handling/mixing-equipment/powder-mixers/vortex-shear-mixer/>; provided, that all references to “Alfa Laval” or any similar references shall be removed from each leaflet before use by Purchaser.

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