

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI829916

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Technische Universiteit Eindhoven	04/15/2024
RECEIVING PARTY DATA	
Company Name:	MICROALIGN B.V.
Street Address:	Groene Loper 3
City:	Eindhoven
State/Country:	NETHERLANDS
Postal Code:	5612AE
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17642042
CORRESPONDENCE DATA	
Fax Number:	6086621276
<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>	
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ATTORNEY DOCKET NUMBER:	AOMB-40720.252
NAME OF SUBMITTER:	Mrs. Melissa Clemens
SIGNATURE:	/Mrs. Melissa Clemens/
DATE SIGNED:	02/18/2025
Total Attachments: 9	
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INTELLECTUAL PROPERTY RIGHTS TRANSFER AGREEMENT

between

TECHNISCHE UNIVERSITEIT EINDHOVEN

and

MICROALIGN B.V.

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THIS INTELLECTUAL PROPERTY RIGHTS TRANSFER AGREEMENT (the **Agreement**) is made as of 15.04.2024 (the **Effective Date**) by and between:

1. **TECHNISCHE UNIVERSITEIT EINDHOVEN**, a public body organized and existing under the laws of the Netherlands, having its corporate seat and its official address at (5612 AE) Eindhoven at Groene Loper 3, registered with the Dutch trade register of the Chamber of Commerce under number 51278871, duly represented by its President R.J.H.M. Smits (**Transferor or TU/e**);and
2. **MICROALIGN B.V.**, a private company with limited liability organized and existing under the laws of the Netherlands, registered with an address at Groene Loper 3, 5612AE, Eindhoven (the Netherlands), with the trade register of the Dutch chamber of commerce under number 80387128 duly represented by its CEO Simone Cardarelli -- hereinafter referred to as the "**Transferee or MicroAlign**"

Transferor and Transferee are hereinafter also collectively referred to as **Parties** and each individually as **Party**.

WHEREAS:

- (A) Transferor owns all rights, titles and interest in and to TU/e IPR (patents and know-how) as expressed in Annex A and B of this Agreement; and in existing License Agreement between TU/e and MicoAlign having an effective date of 12 May 2021;
- (B) Transferee has informed Transferor that it wishes to purchase and acquire the TU/e IPR from Transferor;
- (C) In consideration of the Grant Back License and the payment by Transferee to Transferor of the Lump Sum, Transferor (i) is willing to sell, transfer and assign the TU/e IPR to Transferee and (ii) wishes to receive the Grant Back License from Transferee;
- (D) Transferee is willing to (i) purchase and accept the transfer and assignment of the TU/e IPR from Transferor against payment by Transferee to Transferor of the Lump Sum and (ii) is willing to grant the Grant Back License to Transferor;
- (E) The Parties now wish to lay down the terms and conditions under which (i) Transferor shall sell, transfer and assign the TU/e IPR to Transferee, (ii) Transferee shall purchase and accept the transfer and assignment of the TU/e IPR from Transferor and (iii) Transferee shall grant the Grant Back License to Transferor.

NOW HEREBY THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1. DEFINITIONS

- 1.1 Definitions. The definitions and rules of interpretation in this Article 1 apply in this Agreement:

Academic & Research Purposes:	non-commercial research, teaching and education;
Agreement:	this intellectual property rights transfer agreement including the recitals, Annexes, and all amendments hereof and/or addenda hereto;
Annex:	an annex to this Agreement;
Article:	an article in this Agreement;
Effective Date:	15.04.2024;
Grant Back License:	a perpetual, irrevocable, royalty-free, non-exclusive, non-transferable, worldwide license to use the TU/e IPR for Academic & Research Purposes;

Intellectual Property Rights:

copyrights, database rights, patent rights, trademark rights, trade name rights, design rights, portrait rights, rights in domain names, rights in confidential information and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, related dependent or ancillary rights and priority or goodwill rights and all similar or equivalent rights or forms of protection in any part of the world;

Know-How:

know-how directly related to the Patent(s), which includes but is not limited to all records, data, files and other information (in any medium), and as expressed in the License Agreement between TU/e and MICROALIGN; now more specifically expressed in Annex B

Lump Sum:

[REDACTED]

Patents:

all patents and patent applications in the name of Transferor as set out in Annex A, including any divisional, continuation, continuation-in-part, reissue, renewal, re-examination or extension thereof and any foreign counterparts of all the foregoing;

TUe IPR:

the Patents, the Know-How.

1.2 Interpretation. Except as otherwise defined, in this Agreement:

- 1.2.1 references to a communication in writing include e-mail and electronic messages accessible and printable by commonly used software applications;
- 1.2.2 the descriptive headings of this Agreement and each Article are for the sake of convenience only and shall not control or affect the meaning, construction or interpretation of any provision of this Agreement;
- 1.2.3 the definition of a term in the singular covers the plural form and vice versa, as the context requires. In the event a reference is made to a person or a party which includes the masculine gender than such reference shall also include the feminine gender and the neuter and vice versa; and
- 1.2.4 references to Articles and Annexes are references to articles and annexes to this Agreement.

1.3 Annexes and priority. The Annexes are an integral part of this Agreement and references to this Agreement include its Annexes. In the event of any ambiguity or inconsistency between the provisions of an Annex and in the body of this Agreement, the respective Annex shall prevail.**ARTICLE 2. TRANSFER, ASSIGNMENT AND DELIVERY****2.1 Sale, transfer, assignment and delivery.** Transferor hereby irrevocably, and unconditionally, sells,


transfers, assigns and delivers to Transferee all of Transferor's rights, titles and interests in and to the TU/e IPR and Transferee hereby accepts such sale, transfer, assignment and delivery.

- 2.2 Waiver of moral and personal rights. Transferor hereby expressly waives and agrees not to enforce its moral rights and personal rights and other similar rights that Transferor may have under the TU/e IPR.
- 2.3 Maintenance of the transferred Patents. Before abandoning any application or withholding payment of any fee necessary for procuring or keeping in force any of the Patents, the Transferee shall give the Transferor adequate notice of its intended course of action and for the period of 3 (three) months thereafter the opportunity to Transferor to acquire back ownership of Patents.

ARTICLE 3. GRANT BACK LICENSE

Grant Back License. Transferee hereby grants to Transferor, and Transferor accepts, the Grant Back License. The Grant Back License includes the right for Transferor to grant sublicenses for Academic & Research Purposes.

ARTICLE 4. LUMP SUM PAYMENTS

- 4.1 
- 4.2 Payment of Lump Sum. The Lump Sum shall be paid by Transferee to Transferor by way of invoices issued by TU/e shortly after The Effective Date of this Agreement. Invoices are to be paid within 30 (thirty) days following date of the invoices from Transferor.
- 4.3 Taxes. If any sales tax, value added tax or other transfer tax is properly chargeable in respect of the Lump Sum, Transferee shall pay to Transferor the amount of such tax in addition to and at the same time as the Lump Sum. Transferor will issue to Transferee a proper tax invoice in respect thereof.

ARTICLE 5. COMPLETION

- 5.1 Completion. The sale, purchase, transfer, assignment and delivery of the TU/e IPR shall be completed, and legal title and ownership in respect of the TU/e IPR shall be deemed to pass to Transferee, in each case, with effect from the Effective Date.
- 5.2 Cooperation. Each Party shall:
- 5.2.1 cause to be delivered or made available to the other Party such additional documents as such Party may reasonably require to complete the sale, purchase, transfer, assignment and delivery of the TU/e IPR; and
 - 5.2.2 do such other things reasonably necessary to give full effect to this Agreement, including but not limited to the registration of Transferee as the owner of the TU/e IPR in any relevant Intellectual Property Rights register.
- 5.3 Timely payment. Transferee shall timely pay or cause to be paid the Lump Sum to Transferor.
- 5.4 Registration and maintenance. As of the Effective Date, Transferee shall be responsible for the registration and maintenance of the TU/e IPR. Transferee shall as of the Effective Date engage a patent agency of its own choice (of a patent firm that is not engaged by Transferor in connection with the TU/e IPR) for the registration and maintenance of the transferred IPR. The patent agent should not be an agency currently used by TU/e.

- 5.5 Fees and annuities. Transferee shall bear all filing fees, maintenance fees, patent agents' fees, annuities and all other IPR-related costs with respect to the TU/e IPR invoiced to either Transferee or Transferor after the Effective Date.

ARTICLE 6. WARRANTIES AND LIABILITY

- 6.1 Transferor representations and warranties. Transferor represents and warrants to Transferee that at the Effective Date:
- 6.1.1 it owns all titles, rights and interests to the TU/e IPR;
 - 6.1.2 all filing fees, maintenance fees and annuities with respect to the TU/e IPR invoiced to Transferor prior to the Effective Date have been paid by Transferor;
 - 6.1.3 no natural person or legal entity (other than Transferee) has any right to purchase or acquire part of or all of the TU/e IPR or any portion thereof; and
 - 6.1.4 the TU/e IPR, including any portion thereof, is not subject to a right of pledge or any other security right.
- 6.2 Transferee representations and warranties. Transferee represents and warrants to Transferor that:
- 6.2.1 it has the complete and unrestricted power, authority and right to enter into this Agreement and to perform its obligations hereunder; and
 - 6.2.2 unless expressly stated herein or agreed otherwise by the Parties, it specifically acknowledges that in respect of the TU/e IPR, Transferor is not obligated to provide support, education, maintenance, or the like to Transferee.
- 6.3 Delivery 'as is'. The TU/e IPR is transferred, assigned and delivered to Transferee by Transferor 'as is', without warranties of any kind and Transferor hereby expressly disclaims and excludes all other representations and warranties than as set out in Article 6.1, whether statutory, express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Without limiting the foregoing, Transferor provides no warranty as to the validity and/or scope of any patents or that patents will issue from the TU/e IPR.
- 6.4 No reliance. Each of the Parties acknowledges that, by entering into this Agreement, it has not relied on any warranty, representation or undertaking except those expressly set out in this Agreement and each Party waives any claim for breach of any representation which is not specifically contained in this Agreement as a warranty.
- 6.5 Limited liability. The liability of any Party to the other for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement will not extend to any indirect damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the Party bringing the claim has advised the other of the possibility of those losses or if they were within the other Party's contemplation.
- 6.6 No other warranties. The express undertakings and warranties given by the Parties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

ARTICLE 7. MISCELLANEOUS

- 7.1 Notices. Any notice to be given by a Party pursuant to this Agreement shall be in writing (including by e-mail) and shall be sent to:

For Transferor

Technische Universiteit Eindhoven
The Gate

Attn.: IP Manager

Het Eeuwse 57
5612 AS Eindhoven
The Netherlands

For Transferee

MicoAlign B.V.

Attn.: CEO, Simone Cardarelli

Het Eeuwse 57
5612AZ, Eindhoven
The Netherlands

- 7.2 **Amendments.** No amendment of this Agreement shall be binding upon either Party, unless it is in writing and duly signed by both Parties.
- 7.3 **Assignment.** Neither Party shall assign or transfer its rights or obligations under this Agreement in whole or in part without the prior written consent of the other.
- 7.4 **Severability.** If any provision in this Agreement is found to be invalid or unenforceable in any respect in any jurisdiction:
- 7.4.1 the validity or enforceability of such provision shall not in any way be affected in respect of any other jurisdiction and the validity and enforceability of the remaining provisions shall not be affected, unless this Agreement reasonably fails in its essential purpose; and
- 7.4.2 the Parties shall substitute such provision by a valid and enforceable provision approximating to the greatest extent possible the essential purpose of the invalid or unenforceable provision.
- 7.5 **Failure to exercise.** If a Party fails to enforce, or delays in enforcing, an obligation of the other Party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.
- 7.6 **Entirety.** This Agreement, together with the Annexes attached hereto or incorporated by reference, supersedes and replaces all prior agreements between the Parties relating to the subject matter hereof. This Agreement constitutes the entire agreement and understandings (oral and written) between the Parties concerning the subject matter hereof.
- 7.7 **Continuing provisions.** The provisions of this Agreement relating to confidentiality, warranty claims, limitation of liability, indemnities, governing law and dispute resolution, and other provisions that expressly or by their nature are intended to continue to have effect, shall survive termination or expiration of this Agreement within the (time) limitations of the applicable law.
- 7.8 **Construction.** Neither this Agreement nor any provision contained in this Agreement will be interpreted in favour of or against any Party hereto because such Party or its legal counsel drafted this Agreement or such provision.
- 7.9 **Further assurances.** Each Party shall cooperate fully with the other Party, execute such further instruments, documents, and agreement, and give such further written assurances, as maybe reasonably requested by the other Party to carry into effect the intents and purposes of this Agreement.

ARTICLE 8. APPLICABLE LAW AND DISPUTE RESOLUTION

- 8.1 Applicable law. This Agreement is governed by the laws of the Netherlands. The Vienna Convention on the International Sale of Goods (1980) shall not apply to this Agreement.
- 8.2 Dispute Resolution. Any disputes arising out of or in connection with this Agreement shall be referred to the competent courts of Oost-Brabant, location 's-Hertogenbosch, the Netherlands.

THIS AGREEMENT WAS SIGNED ON THE EFFECTIVE DATE BY:

Technische Universiteit Eindhoven



By: Jeroen van Woerden
Director on behalf of the President of
University of Eindhoven

MICROALIGN B.V.



By: Simone Cardarelli
Chief Executive Officer (CEO)

11 April 2024

ANNEX A: PATENTS

Case ref. 2019-2300

Title: An apparatus arranged for aligning an optical component with an on-chip port as well as a corresponding system and method

US 62/899,346	Priority date	12/09/19
PCT/NL2020/050568	Filing date	14/09/20
JP 2022-516322	NP entry	15/03/22 – pending under examination
EP 20775964.8	NP entry	15/03/22 – pending under examination
US 17/642,042	NP entry	15/03/22 – pending under examination

ANNEX B: KNOW-HOW

1. TU/e know-how transferred:

a) Know-how created during PhD of dr. Simone Cardarelli and a few months after receiving PHD, but not know-how created after 21 May 2021.

b) Know-how necessary for MicroAlign to use the patent family:

- **MicroActuator design concept;**
- **MicroActuator assembly steps;**
- **MicroActuator control;**

2. Documentation of know-how described in 1b), as appended to this agreement.