

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748456

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900704065		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALFA LAVAL INC.		11/30/2021	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Alfa Laval Copenhagen A/S		
Street Address:	Maskinvej 5		
City:	SOBORG		
State/Country:	DENMARK		
Postal Code:	2860		
Entity Type:	Corporation: DENMARK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5731621	SANDYMOUNT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	+46708477233		
Email:	filip.vonfriesendorff@alfalaval.com		
Correspondent Name:	Filip von Friesendorff		
Address Line 1:	Alfa Laval Corporate AB/ Group Patent		
Address Line 4:	LUND, SWEDEN 22100		
ATTORNEY DOCKET NUMBER:	T0308-US-NF		
NAME OF SUBMITTER:	Filip von Friesendorff		
SIGNATURE:	/Filip von Friesendorff/		
DATE SIGNED:	08/15/2022		
Total Attachments: 6			
source=20211130 Transfer Sandymount IP - AL Inc. to AL Copenhagen signed#page1.tif			
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PATENT, TRADEMARK AND KNOW-HOW TRANSFER AGREEMENT

This Transfer Agreement (“**Agreement**”) is made as of November 30, 2021 (“**Effective Date**”) by and between:

1. **Alfa Laval Inc.**, a company duly incorporated and organized under the laws of the United States, having its principal office at 5400 International Trade Drive, Richmond, Virginia, USA (“**Alfa Laval**”); and
2. **Alfa Laval Copenhagen A/S**, a company duly incorporated and organized under the laws of Denmark, having its principal office at Maskinvej 5, DK-2860 Soborg, Denmark (“**AL Copenhagen**”)
(each a “**Party**” and collectively the “**Parties**”).

WHEREAS:

- (A) Alfa Laval is the legal owner of the patent rights/patent applications and trademark registrations listed in Appendix 1 (the “**IP Rights**”);
- (B)
- (C) Alfa Laval now desires to sell the IP Rights and the Assigned Know-How to AL Copenhagen and AL COPENHAGEN desires to purchase the IP Rights and the Assigned Know-How upon the terms and conditions in this Agreement;
- (D) NOW, THEREFORE, the Parties have agreed to the following:

1. **Sale and Consideration**

- 1.1. Alfa Laval hereby agrees to sell, transfer and assign to AL COPENHAGEN and AL COPENHAGEN hereby agrees to purchase from Alfa Laval, upon the terms and conditions of this Agreement, and effective upon Alfa Laval’s receipt of the consideration as indicated in clause 1.3 of this Agreement, all of Alfa Laval’s rights, title and interest in the IP Rights and in the Assigned Know-How. The assignment explicitly also includes the assignment and transfer of all claims Alfa Laval now has or may hereafter have against third parties in connection with the unauthorized use of the IP Rights and/or the Assigned Know-How, including but not limited to claims for damages, claims for restitution of unjustified enrichment, claims for compensation, claims for providing information and/or for accounting. Insofar relevant, AL COPENHAGEN shall also obtain the right to conduct subsequent applications to the IP Rights, both with and without claiming the priority of the IP Rights. Consequently, also the rights to claim priority of the IP Rights shall be assigned from Alfa Laval to AL COPENHAGEN. For the sake of clarity: As consequence of the transfer and

assignment of Alfa Laval's rights, title and interest in the Assigned Know-How, AL COPENHAGEN shall become the sole and exclusive holder of the Assigned Know-How and Alfa Laval shall refrain from using the Assigned Know-How and shall keep confidential the Assigned Know-How.

- 1.2. Alfa Laval shall assist in preparing and signing such documents necessary to enable the recordal of the transfer of the IP Rights to AL COPENHAGEN with applicable authorities. All costs in connection therewith shall be borne by AL COPENHAGEN.
- 1.3. In consideration of the rights assigned and granted to AL COPENHAGEN hereunder, AL COPENHAGEN shall pay to Alfa Laval the amount of 1 USD

The Parties are of the opinion that the consideration is not subject to value added tax (VAT) or other sale or stamp taxes. If this is proven not to be correct, the consideration above is indicated exclusive of VAT or other possible taxes.

2. Miscellaneous

- 2.1. AL COPENHAGEN shall – at its free discretion – take over the responsibility for all work in connection with prosecution and maintenance of the IP Rights before applicable authorities. Costs related thereto shall be borne by AL COPENHAGEN.
- 2.2. Subject to the terms and conditions of this Agreement, neither Party to this Agreement may wholly or partly assign or pledge its rights or obligations under this Agreement to any third party without the prior written consent of the other Party.
- 2.3. The division of this Agreement into separate articles and the insertion of headings shall not affect the interpretation of this Agreement.
- 2.4. Only those amendments and additions to this Agreement that are made in writing and signed by the parties are valid.
- 2.5. The contents of this Agreement and its appendices shall supersede all previous written or oral commitments and undertakings.

3. Jurisdiction and Governing Law

- 3.1. This Agreement shall be governed by and construed in accordance with substantive Swedish law.
- 3.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration. The seat of arbitration shall be Richmond, Virginia, USA, and the language to be used in the arbitral proceedings shall be English.
- 3.3. Any arbitration award shall be final and binding and may, if necessary, be enforced by any court or authority having competent jurisdiction. The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause

will be kept strictly confidential, and all information, documentation, materials in whatever form disclosed in the course of the proceedings shall be used solely for the purpose of those proceedings.

- 3.4. Notwithstanding the aforesaid, nothing in this Section 6 shall prevent either Party from seeking an injunctive or equitable relief by a court of competent jurisdiction in order to protect its Confidential Information disclosed hereunder.

This Agreement has been duly executed in two identical counterparts, of which the Parties have taken each one.

Date: November 30, 2021


Place: Richmond, Virginia, USA

Date: November 30, 2021

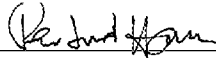
Place: Copenhagen, Denmark

ALFA LAVAL Inc.

AL COPENHAGEN



Joe Lawrence



Per Lund Hansen



Robert Madison



Lars Dithmer

Exhibits:

1. IP Rights (lists of trademarks and patents)

Exhibit 1 – Trademarks

Trademark

Al. ref	Trademark	Crty	Class	Fig date	Fig No	Reg date	Reg No
T0308-US-NF	SANDYMOUNT	US	11	12 Jun 2018	87959071	23 apr 2019	5731621

Exhibit I – Patents

Patent portfolio

AI Ref	Internal Title	Ctry	Fig date	Fig No	Pub date	Pub No
S 4491-CA-PCT	System and Method for the Production of Haze-Free Beverages	CA	20 jun 2018	3067071		
S 4491-CN-PCT	System and Method for the Production of Haze-Free Beverages	CN	20 jun 2018	201880040960.7	21 feb 2020	110831679
S 4491-EP-EPT	System and Method for the Production of Haze-Free Beverages	EP	20 jun 2018	18819778.4	29 apr 2020	3641901
S 4491-US-PCT	System and Method for the Production of Haze-Free Beverages	US	20 jun 2018	16/625150		
S 4491-US-PSP	System and Method for the Production of Haze-Free Beverages	US	20 jul 2017	62/522562		
S 4491-US-PSP[2]	System and Method for the Production of Haze-Free Beverages	US	07 mar 2018	62/639883		
S 4491-WO-PCT	System and Method for the Production of Haze-Free Beverages	WO	20 jun 2018	PCT/US2018/038517	27 dec 2018	2018/237015
S 4492-EP-EPT	Sanitary Membrane Cartridge for Reverse Osmosis Filtration	EP	06 nov 2018	18873231.7	16 sep 2020	3706884
S 4492-US-PCT	Sanitary Membrane Cartridge for Reverse Osmosis Filtration	US	06 nov 2018	16/761738	03 sep 2020	2020-0276541
S 4492-US-PSP	Sanitary Membrane Cartridge for Reverse Osmosis Filtration	US	06 nov 2017	62/582116		
S 4492-WO-PCT	Sanitary Membrane Cartridge for Reverse Osmosis Filtration	WO	06 nov 2018	PCT/US2018/059457		
S 4493-EP-EPT	Flow Control in Large-numbered, Series-coupled Vessels of Reverse Osmosis Systems	EP	06 nov 2018	18873923.9	16 sep 2020	3706885
S 4493-US-PSP	Flow Control in Large-numbered, Series-coupled Vessels of Reverse Osmosis Systems	US	06 nov 2017	62/582131		
S 4493-US-PSP[2]	Flow Control in Large-numbered, Series-coupled Vessels of Reverse Osmosis Systems	US	11 dec 2017	62/597078		
S 4493-WO-PCT	Flow Control in Large-numbered, Series-coupled Vessels of Reverse Osmosis Systems	WO	06 nov 2018	PCT/US2018/059471	09 maj 2019	2019/090340
S 4494-CN-PCT	Flow Control in Large-numbered, Series-coupled Vessels of Reverse Osmosis Systems	CN	06 nov 2018	201880085301.5	04 sep 2020	111629812
S 4494-EP-EPT	Flow Control in Large-numbered, Series-coupled Vessels of Reverse Osmosis Systems	EP	06 nov 2018	18874701.8	16 sep 2020	3706886
S 4494-IN-PCT	Flow Control in Large-numbered, Series-coupled Vessels of Reverse Osmosis Systems	IN	06 nov 2018	202017037048	02 okt 2020	44106
S 4494-SG-PCT	Flow Control in Large-numbered, Series-coupled Vessels of Reverse Osmosis Systems	SG	06 nov 2018	11202008358V		
S 4494-US-PCT	Flow Control in Large-numbered, Series-coupled Vessels of Reverse Osmosis Systems	US	06 nov 2018	16/761744	20 aug 2020	2020-0261850
S 4494-US-PSP	Flow Control in Large-numbered, Series-coupled Vessels of Reverse Osmosis Systems	US	06 nov 2017	62/582145		
S 4494-WO-PCT	Flow Control in Large-numbered, Series-coupled Vessels of Reverse Osmosis Systems	WO	06 nov 2018	PCT/US2018/059483	09 maj 2019	2019/090349
S 4495-CA-PCT	Loss Reduction in Beverage Loading and Unloading of Concentration Systems	CA	07 dec 2018	3084348		
S 4495-EP-EPT	Loss Reduction in Beverage Loading and Unloading of Concentration Systems	EP	07 dec 2018	18886410.2	14 okt 2020	3720820
S 4495-US-PCT	Loss Reduction in Beverage Loading and Unloading of Concentration Systems	US	07 dec 2018	16/770765	03 jun 2021	2021/0163863
S 4495-US-PSP	Loss Reduction in Beverage Loading and Unloading of Concentration Systems	US	08 dec 2017	62/596435		
S 4495-US-PSP[2]	Loss Reduction in Beverage Loading and Unloading of Concentration Systems	US	21 mar 2018	62/646123		
S 4495-WO-PCT	Loss Reduction in Beverage Loading and Unloading of Concentration Systems	WO	07 dec 2018	PCT/US2018/064612	13 jun 2019	2019/113544

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AI Ref	Internal Title	Crty	Fig date	Fig No	Pub date	Pub No
S 4496-US-PCT	Membrane-Based Production of High Ethanol Content Solutions	US	15 mar 2019	16/978030	07 jan 2021	2021-0001272
S 4496-US-PSP	Membrane-Based Production of High Ethanol Content Solutions	US	15 mar 2018	62/643547		
S 4496-US-PSP[2]	Membrane-Based Production of High Ethanol Content Solutions	US	24 jul 2018	62/702718		
S 4496-WO-PCT	Membrane-Based Production of High Ethanol Content Solutions	WO	15 mar 2019	PCT/US2019/022407	19 sep 2019	2019/178442
S 4497-US-PSP	Hyperfiltration System and Method for Water Removal from an Ethanol-Water Mixture or Other Aqueous Mixture With Small Neutral Charged Solutes	US	23 maj 2018	62/675545		
S 4497-WO-PCT	Hyperfiltration System and Method for Water Removal from an Ethanol-Water Mixture or Other Aqueous Mixture With Small Neutral Charged Solutes	WO	23 maj 2019	PCT/US19/33820	28 nov 2019	2019/226934
S 4498-US-PSP	Production of concentrated ciders and wines	US	15 nov 2018	62/767605		
S 4499-CA-PCT	Unit for Dispensing Ultra-High Gravity Beers on Draft	CA	10 jan 2020	3125766		
S 4499-EP-EPT	Unit for Dispensing Ultra-High Gravity Beers on Draft	EP	10 jan 2020	20738286.2		
S 4499-US-PCT	Unit for Dispensing Ultra-High Gravity Beers on Draft	US	10 jan 2020	17/421923		
S 4499-US-PSP	Unit for Dispensing Ultra-High Gravity Beers on Draft	US	10 jan 2019	62/790995		
S 4499-US-PSP[2]	Unit for Dispensing Ultra-High Gravity Beers on Draft	US	22 maj 2019	62/851491		
S 4499-US-PSP[3]	Unit for Dispensing Ultra-High Gravity Beers on Draft	US	24 maj 2019	62/852820		
S 4499-US-PSP[4]	Unit for Dispensing Ultra-High Gravity Beers on Draft	US	26 jul 2019	62/879039		
S 4499-WO-PCT	Unit for Dispensing Ultra-High Gravity Beers on Draft	WO	10 jan 2020	PCT/US2013167		
S 4500-US-PSP	Membrane Filtration System with Integrated Degassing	US	27 feb 2019	62/811175		
S 4501-US-PSP	Container for Filtration Systems	US	07 mar 2019	62/814973		
S 4502-AU-PCT	System and Method for the Production of High Gravity Non-Alcoholic Beer through Minimal Water Addition	AU				
S 4502-CA-PCT	System and Method for the Production of High Gravity Non-Alcoholic Beer through Minimal Water Addition	CA	12 mar 2020	PCT/US2022387		
S 4502-EP-EPT	System and Method for the Production of High Gravity Non-Alcoholic Beer through Minimal Water Addition	EP	12 mar 2020	20771051.8		
S 4502-US-PCT	System and Method for the Production of High Gravity Non-Alcoholic Beer through Minimal Water Addition	US	12 mar 2020	17/437106		
S 4502-US-PSP	System and Method for the Production of High Gravity Non-Alcoholic Beer through Minimal Water Addition	US	12 mar 2019	62/817004		
S 4502-US-PSP[2]	System and Method for the Production of High Gravity Non-Alcoholic Beer through Minimal Water Addition	US	05 apr 2019	62/829721		
S 4502-US-PSP[3]	System and Method for the Production of High Gravity Non-Alcoholic Beer through Minimal Water Addition	US	20 maj 2019	62/850215		
S 4502-WO-PCT	System and Method for the Production of High Gravity Non-Alcoholic Beer through Minimal Water Addition	WO	12 mar 2020	PCT/US2020/022387	17 sep 2020	WO 2020/186055
S 4503-US-PSP	Membrane Filtration System with Integrated Degassing	US	21 maj 2019	62/850689		
S 4504-US-PSP	Cleanable Flexible Liquid Tank	US	11 jul 2019	62/873167		
S 4505-US-PSP	Production of concentrated ciders and wines	US	03 dec 2019	62/942867		
S 4506-US-PSP	Unit for Dispensing Ultra-High Gravity Beers on Draft	US	07 feb 2020	62/971447		
S 4506-WO-PCT	Unit for Dispensing Ultra-High Gravity Beers on Draft	WO	05 feb 2021	PCT/US21/16897		
S 4507-US-PSP	Container for Filtration Systems	US	10 mar 2020	62/987715		

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RECORDED: 06/30/2022