

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM859649

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Somerset International, Inc.		05/13/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Somerset IPCo, LLC.		
<b>Street Address:</b>	1606 Carmody Court, Suite 201A		
<b>City:</b>	Sewickley		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15143		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4893610	SOMERSET COAL INTERNATIONAL	
<b>Registration Number:</b>	4893611	S SOMERSET COAL INTERNATIONAL	
<b>Registration Number:</b>	5037146	SUB 325	
<b>Serial Number:</b>	88320322	SUB325 EFFLUENT FLOTATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125305219		
<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>			
<b>Phone:</b>	212-530-5878		
<b>Email:</b>	dcip@milbank.com, jgarces@milbank.com		
<b>Correspondent Name:</b>	John Garces, Esq.		
<b>Address Line 1:</b>	55 Hudson Yards		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10001-2163		
<b>NAME OF SUBMITTER:</b>	John Garces, Esq.		
<b>SIGNATURE:</b>	/John Garces/		
<b>DATE SIGNED:</b>	12/08/2023		
<b>Total Attachments: 6</b>			
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## ASSIGNMENT

**WHEREAS, Somerset International, Inc.**, having a principal place of business at 1606 Carmody Court, Suite 201 Sewickley, Pennsylvania, owns or is the purported owner of certain worldwide, Intellectual Property (as defined below), including (i) patents and patent applications and inventions and improvements disclosed therein, including those patents and patent applications set forth on Schedule A (collectively, the “**Patents**”), (ii) other proprietary rights associated with the inventions and improvements disclosed in the Patents, including, but not limited to, know-how, trade secrets and other proprietary information, (iii) the trademark registrations and trademark applications set forth on Schedule B and all other trademarks and service marks, whether registered or unregistered, and domain names (collectively, the “**Trademarks**”), and (iv) all other Intellectual Property owned by Somerset International, Inc. (hereinafter, collectively the “**Company IP**”), in each case of (i) through (iv) above, whether such Company IP is in existence on the date hereof or acquired, created or developed thereafter; *provided* that, for the avoidance of doubt, Company IP shall not include any Intellectual Property owned on the date hereof, or acquired, created or developed, by or in collaboration with Qwave Solutions, Inc. (formerly known as CTL Energy, Inc.); and

**WHEREAS, Somerset IPCo, LLC**, a limited liability corporation organized in the State of Delaware, having a registered address of c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808, is desirous of acquiring all right, title and interest in and to the Company IP.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Somerset International, Inc.** (“**Assignor**”), by these presents does sell, assign, and transfer unto **Somerset IPCo, LLC** (“**Assignee**”), the full, exclusive and entire right, title, and interest in and to the Company IP, including said Patents and any non-provisionals, divisions, continuations, and reissues of the Patents, and any and all improvements, enhancements or modifications to the Company IP made by or on behalf of **Assignor** or **Assignee** or otherwise owned by **Assignor**.

For the same consideration, **Assignor** by these presents does sell, assign, and transfer to **Assignee**, all goodwill associated with any Trademark and all claims and demands **Assignor** may have either at law or in equity arising out of past, present or future infringement of the

## ASSIGNMENT

Somerset International, Inc.

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Company IP, the right to sue for and collect the same for **Assignee's** own use and enjoyment, including the right to collect and recover for past damages and all other remedies, as well as all rights to license, assign, pledge, and/or otherwise exploit such Company IP and for the use and enjoyment of **Assignee's** successors, assigns, or other legal representatives.

For the same consideration, **Assignor** by these presents does sell, assign, and transfer to **Assignee**, the full, exclusive, and entire right, title and interest in and to any foreign applications corresponding to said Patents, in whole or in part, in countries other than the United States, in and to any Letters Patent, trademark registrations, or copyright registrations, and similar protective rights granted on said foreign applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations; said foreign applications to be filed and issued in the name of **Assignee**, or its designee insofar as permitted by applicable law.

**Assignor** hereby requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said Patents, or from a non-provisional, division, continuation, or reissue thereof, or any trademark registrations, and the U.S Copyright Office to issue any Certificates of Registration, to **Assignee** for its interest and for the sole use and benefit of **Assignee** and its assigns and legal representatives.

For the same consideration, **Assignor** agrees to sign all lawful papers, execute all division, continuing, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid **Assignee**, its successors, assigns, and nominees, to obtain and enforce proper protection for all said Company IP in all countries throughout the world.

For purposes of this Assignment, (i) "Intellectual Property" means all worldwide, proprietary information, trade secrets, know-how, patents, published applications for patents, works of authorship, common law copyrights, copyright registrations, applications for copyright registration, common law trademarks or service marks, registered trademarks and service marks, inventions and inventions disclosures and applications for registrations of trademarks or service marks and other intellectual property.

This Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of New York, without

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Somerset International, Inc.

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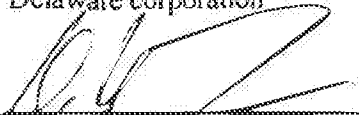
regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Each party submits to the non-exclusive jurisdiction of the courts of such State, the Federal Courts therein and all courts competent to hear appeals from any such courts.

ASSIGNMENT  
Somerset International, Inc.

IN WITNESS WHEREOF, each the Parties have caused this Assignment to be duly executed by their respective authorized officers as of the date shown below.

**ASSIGNOR:**

**Somerset International, Inc., a  
Delaware corporation**

By:   
\_\_\_\_\_  
Oscar Mckridge  
Chief Financial Officer

Date: May 13, 2022

**ASSIGNEE:**

**Somerset IPCo, LLC., a  
Delaware limited liability  
company**

By:   
\_\_\_\_\_  
Oscar Mckridge  
Manger

Date: May 13, 2022

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**Schedule A - Patents.**

<b>Application / Patent No.</b>	<b>Filing / Issue Date</b>
U.S. Provisional Patent Application No. 62/008,389	June 5, 2014
U.S. Patent Application No. 14/723,697	May 28, 2015
U.S. Patent No. 10,358,351	July 23, 2019
U.S. Patent Application No. 16/518,161	July 22, 2019
U.S. Patent No. 10,807,870	October 20, 2020
U.S. Patent Application No. 17/074,561	October 19, 2020
International Patent Application No. PCT/US15/32878	May 28, 2015
Australian Patent No. 2015271029	January 9, 2020
Australian Patent No. 2019226121	August 26, 2021
Canadian Patent Application No. 2,950,586	November 28, 2016
Chinese Patent Application No. 2015800291141	December 1, 2016
Colombian Patent Application No. NC2016/0005409	December 15, 2016
European Patent Application No. 15730579.8	December 23, 2016
Indonesia Patent No. IDP000069614	July 9, 2020
Indonesian Patent Application No. P00202002091	March 17, 2020
Kazakh Patent No. 33424	January 25, 2019
Mozambique Patent No. 475/2016	December 6, 2018
Russian Patent No. 2707740	November 29, 2019
Russian Patent Application No. 2019136430	November 13, 2019
South African Patent Application No. 2016/08249	November 29, 2016
Taiwanese Patent No. I696692	June 21, 2020
Taiwanese Patent No. I727823	May 11, 2021
Ukrainian Patent No. 124488	September 29, 2021
Ukrainian Patent Application No. 202102190	April 26, 2021

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**Schedule B – Trademarks**

<b>Word Mark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Status</b>
Somerset Coal International	U.S.A.	86448312	November 7, 2014	4893610	Active
S Somerset Coal International	U.S.A.	86448328	November 7, 2014	4893611	Active
SUB325	U.S.A.	86465305	November 26, 2014	5037146	Active
SUB325 EFFLUENT FLOTATION	U.S.A.	88320322	February 28, 2019	N/A	Active