

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM760190

<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>
FastCAP Systems Corporation d/b/a Nanoramic Laboratories		08/26/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Henkel AG & Co. KGaA		
<b>Street Address:</b>	Henkelstrasse 67		
<b>City:</b>	Duesseldorf		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	40589		
<b>Entity Type:</b>	Partnership Limited By Shares: GERMANY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6494127	THERMEXIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8605715028		
<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>	18604667960		
<b>Email:</b>	amy.wergeles@henkel.com		
<b>Correspondent Name:</b>	Amy Span Wergeles		
<b>Address Line 1:</b>	One Henkel Way		
<b>Address Line 2:</b>	Law Department - Trademarks		
<b>Address Line 4:</b>	Rocky Hill, CONNECTICUT 06067		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Amy Span Wergeles		
<b>Address Line 1:</b>	One Henkel Way		
<b>Address Line 2:</b>	Henkel Corporation Law Department		
<b>Address Line 4:</b>	Rocky Hill, CONNECTICUT 06067		
<b>NAME OF SUBMITTER:</b>	Amy Span Wergeles		
<b>SIGNATURE:</b>	//Amy Span Wergeles//		
<b>DATE SIGNED:</b>	10/10/2022		

CH \$40.00 6494127

**Total Attachments: 10**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”) is entered into as of August 26, 2022 (the “**Effective Date**”), by and between FastCAP Systems Corporation d/b/a Nanoramic Laboratories, a Delaware corporation (“**Assignor**”), and Henkel AG & Co. KGaA, a partnership limited by shares organized under the laws of Germany (“**Assignee**”).

WHEREAS, Assignor and Assignee's Affiliate, Henkel Corporation, are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “**Purchase Agreement**”). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement;

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement, Assignor hereby desires to convey, transfer, and assign to Assignee all of Assignor’s right, title, and interest in, to, and under all of the Assigned IP (as hereinafter defined), and Assignee hereby desires to accept from Assignor all of Assignor’s right, title, and interest in, to, and under all of the Assigned IP.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** In consideration for the execution of the Purchase Agreement, the payment of the consideration amounting to [REDACTED] as stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in, to, and under the following (collectively, the “**Assigned IP**”) to the extent the following items were used by Seller in the Business and transferred by Seller pursuant to the Purchase Agreement:

(a) [REDACTED]

(b) all marks, names, trade dress, whether registered or unregistered, including without limitation, the trademark registrations and applications set forth on **Schedule 2** hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (the “**Trademarks**”), provided, that with respect to the United States intent-to-use trademark applications, if any, set forth on **Schedule 2** hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

(f) in the case of each of the foregoing:

- i. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- ii. any and all royalties, fees, income, payments, and other proceeds hereafter due or payable with respect to any and all of the foregoing; and
- iii. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

**2. Use and Enjoyment.** The rights, title and interest assigned under Section 1 above shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's Affiliates, successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this IP Assignment had not been made.

**3. Recordation.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Commissioner for Patents in the United States Patent and Trademark Office, the Register of Copyrights and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee.

**4. Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. **Further Actions.** Assignor agrees to perform all commercially reasonable acts deemed necessary or desirable by the Assignee to permit and assist the Assignee, at the Assignee's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Assigned IP, to be assigned, or licensed to the Assignee under this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, trademark, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, trademark, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Assigned IP. In the event that the Assignee is unable for any reason to secure Assignor's signature(s) to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, trademark, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Assigned IP (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues, and reexaminations of such Assigned IP), Assignor hereby irrevocably designates and appoints the Assignee and the Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor, (i) to execute, file, prosecute, register and memorialize the assignment of any such application, (ii) to execute and file any documentation required for such enforcement, and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Assigned IP, all with the same legal force and effect as if executed by Assignor.
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.** This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.
8. **Counterparts.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date written below.

Assignor:

FASTCAP SYSTEMS CORPORATION

Date: 8 / 26 / 2022

DocuSigned by:

*Eric Kish*  
-----9551A27EC7EA4F1...

By: \_\_\_\_\_

Name: **ERIC KISH**

Title: **CEO**

Assignee:

HENKEL AG & CO. KGAA

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date written below.

Assignor:

FASTCAP SYSTEMS CORPORATION

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Assignee:

HENKEL AG & CO. KGAA

Date: August 26, 2022

By:  \_\_\_\_\_

Name: Dr. Christian Grafe

Title: Corporate Senior Manager M&A

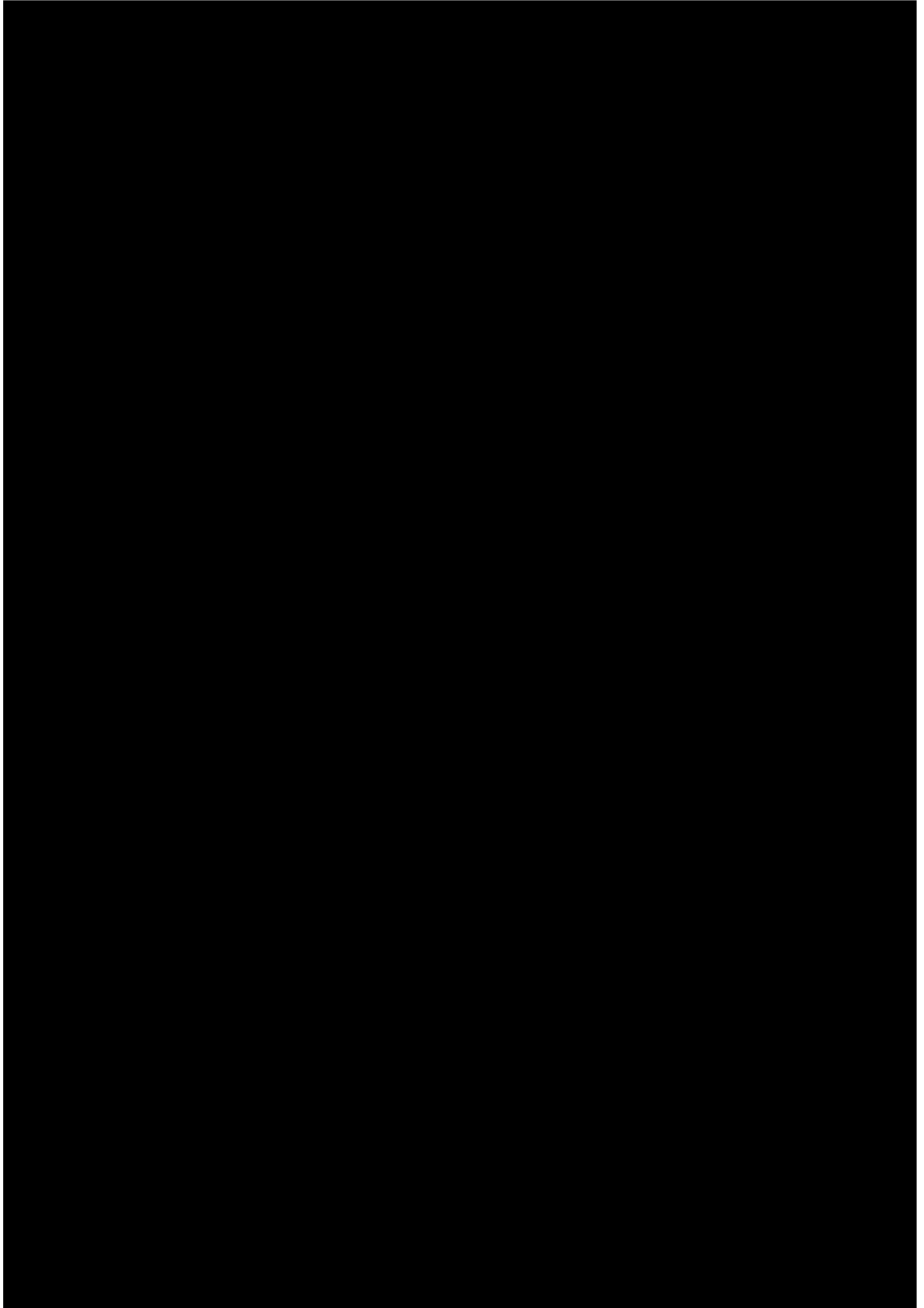
Date: August 26, 2022

By:  \_\_\_\_\_

Name: Dr. Beate Kirchner

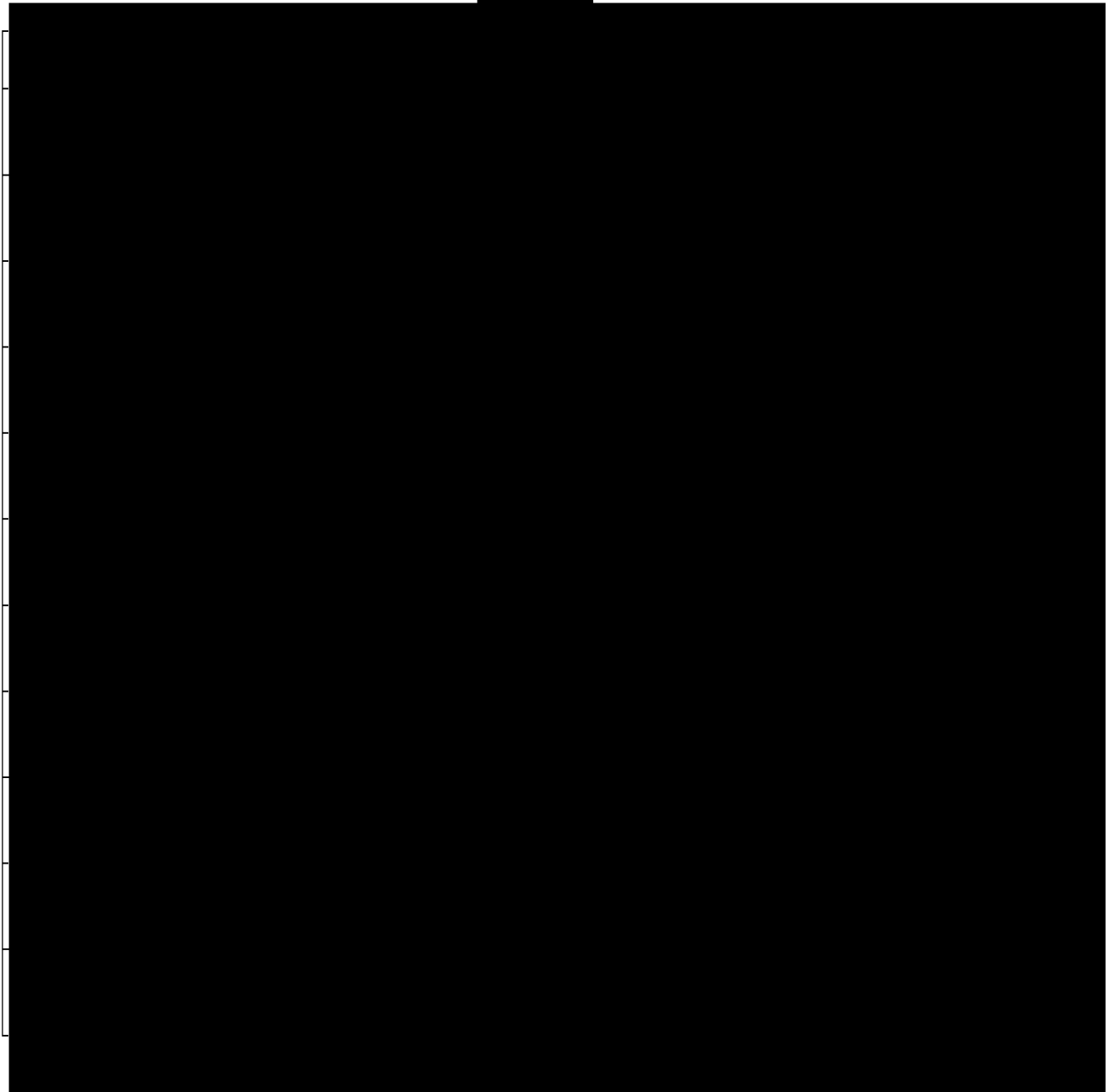
Title: Corporate Senior Legal Counsel

**SCHEDULE 5**





**SCHEDULE 1**



**SCHEDULE 2  
TRADEMARKS**

**Registered or Pending:**

<b>Jurisdiction</b>	<b>Status</b>	<b>Application No. / Filing Date</b>	<b>Registration No. / Registration Date</b>	<b>Mark</b>
US	Registered	88/763,683 1/17/2020	6,494,127 9/21/2021	THERMEXIT

**Common Law:**

1. Any and all other unregistered trademark rights associated with the mark THERMEXIT, worldwide, including but not limited to the logo design consisting of 4 horizontal lines.

**SCHEDULE 3**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**SCHEDULE 4**

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]