

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867245

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NBD Nanotechnologies Inc. | | 05/30/2023 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | Henkel AG & Co. KGaA | | |
| Street Address: | Henkelstrasse 67 | | |
| City: | Duesseldorf | | |
| State/Country: | GERMANY | | |
| Postal Code: | 40589 | | |
| Entity Type: | Partnership Limited By Shares: GERMANY | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5186303 | INVISIPRINT | |
| Registration Number: | 6566705 | REPELFLEX | |
| Registration Number: | 5186513 | REPELSHELL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 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> | | | |
| Phone: | 18604667960 | | |
| Email: | amy.wergeles@henkel.com | | |
| Correspondent Name: | Amy Span Wergeles | | |
| Address Line 1: | One Henkel Way | | |
| Address Line 4: | Rocky Hill, CONNECTICUT 06067 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Amy Span Wergeles | | |
| Address Line 1: | One Henkel Way | | |
| Address Line 2: | Henkel Corporation Law Department | | |
| Address Line 4: | Rocky Hill, CONNECTICUT 06067 | | |
| NAME OF SUBMITTER: | Amy Span Wergeles | | |
| SIGNATURE: | //Amy Span Wergeles// | | |

CH \$90.00 5186303

DATE SIGNED:

01/10/2024

Total Attachments: 12

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Execution

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT ("Agreement") made as of May 30, 2023, effective as of May 31, 2023 at 9:01 AM (EST) ("Effective Date") between NBD NANOTECHNOLOGIES INC., a Delaware corporation having a principal place of business at 99 Hayden Avenue, Building C, Suite 400A, Lexington, MA, 02421 ("Transferor") and HENKEL AG & CO. KGAA, a company duly organized and existing under the laws of Germany, and having its principle place of business at Henkelstrasse 67, 40589, Dusseldorf, Germany ("Transferee") The Transferor and the Transferee may be referred to jointly as the "Parties" and individually as a "Party."

WHEREAS, Transferee is interested in acquiring from Transferor and Transferor is willing to assign to Transferee in return for the consideration stated in this Agreement all of Transferor' right, title and interest to the Intellectual Property (as defined below).

NOW, THEREFORE, intending to be bound by the terms of this Agreement, the Parties agree as follows.

1. **Purchase and Sale.** On the Effective Date, Transferor irrevocably conveys, transfers, and assigns to Transferee, and Transferee accepts, all of Transferor's right, title, and interest in, to, and under the following (collectively, the "Intellectual Property"):

(a) all letters patent and pending applications for patents of the United States and all countries foreign thereto, including regional patents, certificates of invention and utility models, rights of license or otherwise to or under letters patent, certificates of intention and utility models which have been opened for public inspection and all reissues, reexaminations, divisions, continuations, continuations-in-part and extensions thereof (the "Patents"), including the Patents listed on Schedule 1, including in each case all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other conventions, and the worldwide right to file applications for said inventions in Transferee's own name;

(b) all trademarks, service marks, trade names, trade dress, logos, and corporate names, 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"), along with all United States intent-to-use trademark applications, if any, set forth on Schedule 2 hereto;

(c) all copyrights relating to the Patents and the Technology (as defined herein), including, without limitation, the copyrights set forth on Schedule 3, including, without limitation, any unregistered copyrights, applications, any renewals and extensions thereof (the "Copyrights"), and in and to all works based upon, derived from, or incorporating the copyrights, and in and to all rights corresponding to the foregoing throughout the world, and all the rights embraced therein, including but not limited to, the right to duplicate, reproduce, copy, distribute, display, license, adapt, and prepare derivative works from the copyrights, together with all physical or tangible embodiments of the copyrights, in Transferor's possession or under Transferor's control, it being understood that any Transferor copyrights, registered or unregistered, relating to Transferor's sales and marketing operations shall, under the Operating Model, be deemed "Sales and Marketing Assets" as such term is defined therein, and owned by the Henkel Local Sales and Marketing Company;

(d) the domain names set forth in Schedule 4 (the "Domain Names");

(e) all trade secrets, non-public know-how, discoveries, improvements, concepts, ideas, methods, processes, procedures, designs, plans, schematics, invention disclosure

statements, drawings, formulae, technical data, specifications, research and development information, technology and product roadmaps and data bases and other proprietary or confidential information, including customer, supplier and mailing lists, including but not limited to trade secrets set forth on Schedule 5 (the "Technology");

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

- i. all rights of any kind whatsoever of Transferor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- ii. all royalties, fees, income, payments, and other proceeds hereafter due or payable with respect to all the foregoing; and
- iii. 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. Purchase Price, Payment. In consideration of the sale, conveyance, transfer and assignment of the Intellectual Property by the Transferor, Transferee shall pay to Transferor the fair market value of the Intellectual Property (the "Intellectual Property FMV"). The Parties agree that the Intellectual Property FMV shall be an amount equal to [REDACTED] USD.

3. Conditional Assignment; Preparation and Recordation of Assignments; Grant Back License.

3.1. Transferor, as of the Effective Date, sells, transfers and assigns to Transferee all of its right, title and interest to the Intellectual Property, and upon receipt of the Purchase Price will deliver the completed Assignments attached as Exhibit A.

3.2. If any assignment document for the Intellectual Property executed and delivered by Transferor is not in a form required to effect and record the assignment made under this Agreement, Transferor shall cooperate with Transferee in executing on behalf of itself or, if necessary, obtain the execution of any further documents reasonably required by Transferee to effect and record said assignment.

3.3. The rights, title and interest assigned under Section 1 above shall be for Transferee's own use and enjoyment, and for the use and enjoyment of Transferee's affiliates, successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Transferor if this Agreement had not been made.

4. Representations and Warranties. Transferor represents and warrants to Transferee that: it exclusively owns all right, title, and interest in and to the Intellectual Property; it has the full right, power, and authority to assign its rights under this Agreement; fulfillment of this Agreement by Transferor does not violate any agreement, requirement, or other obligation of Transferor to any third party; the Intellectual Property is free of any liens, encumbrances, security interests, and restrictions on transfer, it does not infringe the rights of any third party; and to the best of its knowledge and belief, there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Intellectual Property.

5. Indemnification. In addition to any other remedies available to Transferee, Transferor agrees to indemnify, defend, and hold Transferee fully harmless with respect to any claims, causes of action, liabilities, losses, costs, damages, legal fees and court costs incurred by Transferee that

result in any manner from any breach by Transferor under this Agreement. This Section shall survive termination or expiration of this Agreement until termination of the statute of limitations with respect to the assertion of claims under this Agreement.

6. **Parties' Relationship.** Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Parties or to make either Party the agent of the other.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Germany.

8. **Entire Agreement; Amendments.** This Agreement (including the Exhibits) contains the entire agreement between the Parties and there are no representations, warranties, inducements, promises, covenants, agreements or undertakings between the Parties other than those set forth herein or which may be subsequently entered into and recorded in a writing executed by both Parties. No amendments to this Agreement shall be binding unless such amendments shall be in writing and duly executed by both Parties.

9. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors, assigns and legal representatives.

10. **Waiver.** No waiver by either Party of any provision of this Agreement shall be construed as a waiver of any other provision hereof, or as a waiver of any subsequent breach of any provision hereof. No waiver shall be binding unless executed in writing by the Party making the waiver.

11. **Severability.** Any provision of this Agreement which is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction and subject to this Section be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provisions of this Agreement invalid, illegal or unenforceable in any other jurisdiction. If any covenant is deemed invalid, illegal or unenforceable such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

12. **Jurisdiction.** Each of the Parties consents to the jurisdiction of the courts of Dusseldorf, Germany, and irrevocably agrees that all actions or proceedings relating to this Agreement or any agreement or instrument executed hereunder shall be litigated in such courts.

13. **No Third-Party Beneficiaries.** The terms of this Agreement shall be to benefit the Parties and their respective permitted successors and assigns only, and such terms shall not inure to the benefit of any other person or other entity, it being the intention of the Parties that no one shall be deemed a third-party beneficiary of this Agreement.

14. **Construction.** This Agreement shall, in all cases, be construed simply, according to its fair meaning, and not strictly for or against either party. Section headings contained in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one instrument and become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other party. This Agreement may be executed by electronic or original signatures transmitted electronically all of which shall be deemed original signatures for purposes of this Agreement.

16. **Notices.** All notices required or permitted by this Agreement shall be sent in writing to the other Party by hand, overnight courier or teletype or registered or certified mail, postage paid, return receipt requested, as follows:

If to Transferee: Henkel AG & Co. KGaA
Henkelstrasse 67, 40589
Dusseldorf, Germany
Attention: Sven Reissig

If to Transferor: NSD Nanotechnologies Inc.
Ledgesmont Research Center
128 Spring Street
Lexington, MA 02421
Attention: Deckard Sorensen

Copy To Henkel Corporation
One Henkel Way
Rocky Hill, CT 06067
Attention: Jonathan Lewis

The foregoing addresses shall be deemed valid until the Party whose address is listed above notifies the other Party in writing of any change thereto. Notice will be deemed to have been given on the date the notice has been delivered by hand or by overnight courier or sent by telecopy to the telecopy number listed above for the Party to whom it is sent.

17. Expenses. Each Party will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

18. Export Control. The Intellectual Property may be subject to U.S. export controls. The Parties agree that the change of ownership of the Intellectual Property will be compliant with all export controls in the relevant jurisdiction. The U.S. export controls applicable to the Intellectual Property require prior authorization from the U.S. government to be transferred or otherwise exported to a foreign person either inside or outside of the United States or re-exported to other countries. Any change in the physical possession or access or the current export control processes and procedures must be approved by the Henkel Global Trade Group.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the date above first written.

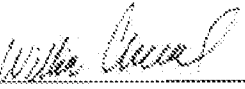
Transferor:

NBD NANOTECHNOLOGIES INC.

By: 

Name: Steven Essick

Title: Chief Financial Officer

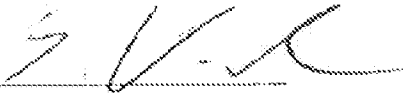
By: 

Name: William Carmichael

Title: Vice President, Tax

Transferee:

HENKEL AG & Co. KGaA

By: 

Name: Dr. Stefan Kucken

Title: Corporate Director Legal

By: 

Name: Dr. Markus Semrau

Title: Corporate Director Legal

SCHEDULE 1

PATENTS

| Ref | Inventor | Priority Date | Title | Cty | Filing Date | Appl. No. | Grant Date | Grant No. |
|-----|----------|---------------|-------|-----|-------------|-----------|------------|-----------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Execution

SCHEDULE 2
TRADEMARKS

| Trademark | Country | Status | Class | Registration no. | Registration date |
|-------------|----------------|------------|-------------------------|------------------|-------------------|
| NANOGLUE | European Union | Registered | 001; 002; 003; 017; 037 | 139456 | 2018.04.13 |
| NANOGLUE | France | Registered | 001; 002; 003; 017; 037 | 139456 | 2018.04.13 |
| NANOGLUE | Italy | Registered | 001; 002; 003; 017; 037 | 139456 | 2018.04.13 |
| NANOGLUE | United Kingdom | Registered | 001; 002; 003; 017; 037 | 139456 | 2018.04.13 |
| INVISIPRINT | United States | Registered | 002 | 5186303 | 2017.04.18 |
| REFELFLEX | United States | Registered | 002 | 6566755 | 2021.11.23 |
| REFELSHIELD | United States | Registered | 001; 002 | 5186513 | 2017.04.18 |
| NANOGLUE | WIPO | Registered | 001; 002; 003; 017; 037 | 139456 | 2018.04.13 |

Execution

SCHEDULE 3

COPYRIGHTS

None

Execution

SCHEDULE 4

DOMAIN NAMES

nbdnano.com