

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K
CURRENT REPORT

Pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): February 4, 2021

Crown Electrokinetics Corp.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

333-249833
(Commission
File Number)

47-5423944
(IRS Employer
Identification No.)

1110 NE Circle Blvd.
Corvallis, Oregon 97330
(Address of Principal Executive Offices)

(800) 674-3612
(Registrant's telephone number)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation to the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value	CRKN	NASDAQ Capital Market

Item 1.01 Entry into a Material Definitive Agreement

On February 4, 2021, Crown Electrokinetics Corp., a Delaware corporation (the "Company") entered into a Fourth Amendment to the Intellectual Property Agreement (the "HP Amendment") with Hewlett-Packard Development Company, L.P., a Texas limited partnership ("HPDC") and HP, Inc., a Delaware corporation ("HPI" and, together with HPDC, "HP"). Pursuant to the HP Amendment, among other items, the parties agreed to amend the list of patent and patent applications, which includes two additional patents (the "HP Patents") that are assignable to the Company by HP upon the exercise of the Company's option to acquire the HP Patents (the "Option"). In connection with the Company's exercise of the Option, the Company paid HP an aggregate amount equal to One Million Five Hundred Fifty Thousand Dollars (\$1,550,000) on February 9, 2021. From the date of the exercise of the Option until January 1, 2030, the Company agreed to pay to HP a royalty fee based on the cumulative gross revenue received by the Company from the HP Patents as follows:

Time Window	Lifetime Cumulative Gross Revenue	Royalty Rate
Prior to December 31, 2029	Less than \$70,000,000	0.00%
	\$70,000,000 - \$500,000,000	1.25%
	\$500,000,000 and beyond	1.00%
January 1, 2030 onward		0.00%

The foregoing summary of the HP Amendment is qualified in its entirety by reference to the full text of the HP Amendment, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

Exhibit No.	Description
10.1	Fourth Amendment to Intellectual Property Agreement, dated February 4, 2021, by and among Hewlett-Packard Development Company, L.P., HP, Inc. and Crown Electrokinetics Corp.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: February 10, 2021

Crown Electrokinetics Corp.

By: /s/ Doug Croxall
Name: Doug Croxall
Title: Chief Executive Officer

FOURTH AMENDMENT TO THE INTELLECTUAL PROPERTY AGREEMENT

THIS FOURTH AMENDMENT TO THE INTELLECTUAL PROPERTY AGREEMENT (this “*Fourth Amendment*”), dated February 4, 2021 (the “*Fourth Amendment Effective Date*”) is an amendment to a certain Intellectual Property Agreement (the “*Agreement*”) effective January 31, 2016 (the “*Effective Date*”) and amended on April 12, 2016, May 1, 2017, and March 10, 2019, by and between (a) Hewlett-Packard Development Company, L.P., a Texas limited partnership having its principal place of business at 10300 Energy Drive, Spring, Texas 77389 U.S.A. (“*HPDC*”), and HP, Inc., a Delaware corporation having its principal place of business at 1501 Page Mill Road, Palo Alto, California 94304, U.S.A. (“*HPPI*”) (HPDC and HPI are collectively referred to herein as “*HP*”), on the one hand; and (b) Crown Electrokinetics Corp. (f.k.a. 3D Nanocolor Corp.), a Delaware corporation having its principal place of business at 1110 NE Circle Blvd, Corvallis, OR 97330 U.S.A. (“*Company*”) (each individually referred to as a “*Party*” and both collectively referred to as the “*Parties*”).

RECITALS

WHEREAS Company desires to exercise the Assignment Option (as defined in Section 1.3);

WHEREAS HP acknowledges notice of Company’s intent to exercise the Assignment as required under Section 2.3.1;

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- A. The Assignable Patents as set forth in Exhibit 1.2 of the Agreement are hereby replaced with the patents and patent applications set forth in Addendum I, Table 1 of this Fourth Amendment, which includes those patents and patent applications set forth in Addendum II, Table 2 of this Fourth Amendment (“*Supplementary Patents*”). For avoidance of doubt, the patents and applications set forth in Addendum III, Table 3 of this Fourth Amendment (“*Excluded Patents*”) are not included in the Assignable Patents.
- B. Section 1.3 is hereby replaced in its entirety as follows:
- 1.3 “Assignment Option” means the option by Company to purchase the Assignable Patents, which Company will have exercised if it pays the amount and within the timeframe contemplated in Section 4.2.1.
- C. Section 1.5 is hereby replaced in its entirety as follows:
- 1.5 “Closing Date” means the date HP executes the assignment for the Assignable Patents in accordance with Section 4.2.1.
- D. Section 1.13 is hereby replaced in its entirety as follows:
- 1.13 “Knowledge of HP” means the specific knowledge of HP’s patent counsel and business persons providing support for this Agreement: (i) with respect to the Supplementary Patents, as of the Closing Date; or (ii) on the Effective Date, otherwise, in either (i) or (ii) following a diligent search of HP’s database routinely used for tracking its patent agreements.

CONFIDENTIAL

1/8

Crown Electrokinetics – HP: IP Agreement Fourth Amendment

- E. Section 2.3 is hereby deleted in its entirety.
- F. Section 2.4 is hereby replaced in its entirety as follows:
- 2.4 Covenant Not to Revive. If Company exercises the Assignment Option, HP agrees not: (i) to pay maintenance fees for the Excluded Patents, (ii) to attempt in any way to revive the Excluded Patents; nor (iii) to have or otherwise a permit an Affiliate or Third Party to do any of the foregoing.
- G. Exhibit 3.1.2 is hereby replaced with Addendum I of this Fourth Amendment.
- H. The provisions of Section 4.2 are hereby replaced in their entirety as follows:
- 4.2 Assignment.
- 4.2.1 Company will pay HP the sum of One Million, Five Hundred Fifty Thousand Dollars and Zero Cents (U.S.\$1,550,000.00) by February 15, 2021 (“*Purchase Price*”).
- 4.2.2 If Company exercises the Assignment Option, Company will additionally pay HP a running royalty of as a percent of the gross revenues received by Company and its Affiliates for the sale, rental, license or other disposition of Licensed Products based on the following table:

Time Window	Lifetime Cumulative Gross Revenue	Royalty Rate
	Less than \$70,000,000	0.00%
Prior to December 31, 2029	\$70,000,000 - \$500,000,000	1.25%
	\$500,000,000 and beyond	1.00%
January 1, 2030 onward		0.00%

- I. If Company exercises the Assignment Option, HP hereby waives any interest that would have otherwise accrued under Section 4.4 with regards to the payment of Seventy Thousand Dollars and Zero Cents (U.S.\$75,000.00) that was specified in the Third Amendment under Section 4.1.1 and was not previously made by Company, and is now included the Purchase Price payable under Section 4.2.1 under this Fourth Amendment.
- J. Section 5.1 is hereby replaced in its entirety with the following:
- 5.1 Retained License. HP reserves and retains, for the benefit of the HP Group, and/or Company hereby grants back to HP Group, as the case may be, a worldwide, fully paid-up, royalty-free, irrevocable, non-exclusive license under the Assignable Patents to make, have made, use, sell, offer for sale, import, export, and otherwise dispose of or exploit any product or service of HP Group within the Field of Use, and to practice any method, and to authorize third parties to do any of the foregoing on behalf of HP Group. This license shall remain in force for the full term of any Assignable Patents.

K. Exhibit 7.3 is hereby replaced in its entirety with Addendum IV to this Fourth Amendment.

L. Section 8.3 is hereby replaced in its entirety as follows:

8.3 Termination for Non-Payment. HP may terminate this Agreement upon notice in the event Company fails to make payment in full of any sums payable under this Agreement within the timeframes contemplated hereunder.

M. All other terms and conditions of the Agreement remain in effect.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Fourth Amendment, as of the date set forth in the first paragraph hereof.

“HPI”

HP INC.

Signature: /s/ Annette Friskopp
Name: Annette Friskopp
Title: Global Head and General Manager
Specialty Printing Solutions

“Company”

Crown Electrokinetics Corp.

Signature: /s/ Douglas Croxall
Name: Douglas Croxall
Title: CEO

“HPDC”

Hewlett-Packard Development Company, L.P.

By: HPQ Holdings, LLC, its General Partner
Signature: /s/ Dan Croft
Name: Dan Croft
Title: Manager

ADDENDUM I – RECORDABLE ASSIGNMENT

Assignment of Patent Rights

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hewlett-Packard Development Company, L.P., a limited partnership duly organized and existing under the laws of the State of Texas and having its principal place of business at 10300 Energy Drive, Spring, Texas 77389 U.S.A. (“**HPDC**”), and HP Inc., a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 1501 Page Mill Road, Palo Alto, California 94304, U.S.A. (“**HP**”) (HPDC and HPI are collectively referred to herein as **Assignor**”), hereby grant and assign to Crown Electrokinetics Corp. (“**Assignee**”) all of Assignor’s right, title and interest in and to the United States Letters Patents identified in Exhibit A (collectively, “**Assigned Patents**”), to have and to hold the same, for Assignee’s own use and enjoyment and for the use and enjoyment of its successors and assigns, and the right to sue for damages for infringement of such Assigned Patents accruing at any time prior to, on, and/or after the date hereof, for the full term or terms of all such Assigned Patents, subject to all rights granted under the Assigned Patents to third parties prior to _____, 2021.

IN WITNESS WHEREOF, the Assignor executed this Assignment of Patent Rights by their duly authorized representatives as of the Effective Date as set forth below:

HEWLETT-PACKARD DEVELOPMENT COMPANY, L.P.

By: HPQ Holdings, LLC, its General Partner
By: _____
Dan Croft, Head, IP Sales & Licensing
HPQ Holdings, LLC

Date: _____

HP INC.

By: _____
Annette Friskopp, Global Head and General Manager
Specialty Printing Systems

Date: _____

HP Internal ID	Country	App. No.	Pat. No.	Application Title
82250201	U.S.	12/411828	8018642	ELECTRO-OPTICAL DISPLAY
82262213	U.S.	12/830581	8183757	DISPLAY ELEMENT
82262189	U.S.	12/815993	8184357	DISPLAY ELEMENT
82276163	U.S.	12/917672	8331014	PIGMENT-BASED INKS
82262192	U.S.	12/815811	8384659	DISPLAY ELEMENT INCLUDING ELECTRODES AND A FLUID WITH COLORANT PARTICLES
82259243	U.S.	12/626489	8432598	TRANSPARENT CONDUCTOR STRUCTURE
82743867	U.S.	13/115754	8896906	INKS INCLUDING BLOCK COPOLYMER GRAFTED PIGMENTS VIA AZIDE CHEMISTRY
82239593	U.S.	12/865255	8054535	ELECTROPHORETIC DISPLAY DEVICE
82264649	U.S.	12/951348	8179590	ELECTRO-OPTICAL DISPLAY
84495766	U.S.	15/204505	10377909	INKS INCLUDING SEGMENT COPOLYMER GRAFTED PIGMENTS VIA AZIDE CHEMISTRY

CONFIDENTIAL
Crown Electrokinetics – HP: IP Agreement Fourth
Amendment

5/8

ADDENDUM II
Table 2 – Supplementary Patents

HP Internal ID	Country	Status	Patent No.	App Title
82264649	U.S.	Granted	8179590	ELECTRO-OPTICAL DISPLAY
84495766	U.S.	Granted	10377909	INKS INCLUDING SEGMENT COPOLYMER GRAFTED PIGMENTS VIA AZIDE CHEMISTRY

CONFIDENTIAL
Crown Electrokinetics – HP: IP Agreement Fourth
Amendment

6/8

ADDENDUM III
Table III – Excluded Patents

HP Internal ID	Country	Status	Patent No.	App Title
82260983	U.S.	Lapsed	8089687	ELECTRO-OPTICAL DISPLAY SYSTEMS
82833776	U.S.	Lapsed	9217906	IN-PLANE ELECTRO-OPTICAL DISPLAY
83954287	U.S.	Lapsed	9244326	INKS INCLUDING GRAFT COPOLYMER SURFACE-MODIFIED PIGMENTS VIA AZIDE CHEMISTRY
83972160	U.S.	Lapsed	9441122	INKS INCLUDING SEGMENT COPOLYMER GRAFTED PIGMENTS VIA AZIDE CHEMISTRY

CONFIDENTIAL
Crown Electrokinetics – HP: IP Agreement Fourth
Amendment

7/8

ADDENDUM IV
Exhibit 7.3 – Unlicensed Companies

With respect to the Assignable Patents other than the Supplementary Patents:

- 3M
- E Ink Holdings
- Merck KGaA
- Philips
- Amazon

With respect to the Supplementary Patents:

This will be delivered via a single letter from HP's Head of IP Sales & Licensing, prior to May 5, 2021. Any communication with respect to this subject matter prior to such one-time delivery will be considered preliminary and not binding upon HP.

