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Attorney Docket Number 103954-2

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS

Box Assignments  
Washington, DC 20231

Please record the attached original documents or copy thereof.

1. Name of conveying party:

Lemelson Medical, Education & Research  
Foundation

Additional names attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger  
(Settlement Agreement  
executed July 30, 2001)

☐ Security Agreement ☐ Change of Name☐ Other:

2. Name and address of receiving party:

Syndia Corporation  
140 South Dearborn, Suite 1500  
Chicago, Illinois 60603

4. Application numbers or patent numbers:

If this document is being filed with a new application, the execution date of the application is:

A. Patent Application Nos.

B. Patent Nos. (see attached page)

Additional numbers attached? ☒ Yes ☐ No

4367130

. Mail correspondence to:

WINSTON & STRAWN  
200 Park Avenue  
New York, New York 10166-4193

6. Number of applications and patents involved:..... 33

7. Total fee (37 CFR 3.41): ..... \$ 1,320.00  
Please charge deposit account listed in Section 8.

8. Deposit account number: ..... 501-814

12/04/2001 REMEDI 00000055 501814 4367130

01 FC:501 1320.00 CH

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Allan A. Fanucci (Reg. No. 30,256)

Signature

Date

11/28/01

Total number of pages including cover sheet:

36

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

# Attachment for Recordation Form Cover Sheet (Patents)



Patent Nos.

4,367,130	5,131,941	5,616,372
4,385,880	5,132,587	5,628,881
4,702,808	5,255,929	5,688,557
4,859,493	5,284,394	5,714,202
4,874,596	5,288,556	5,740,941
4,960,643	5,332,348	5,786,038
4,974,498	5,349,265	5,794,801
5,021,628	5,456,406	5,871,805
5,040,501	5,462,772	6,083,570
5,067,826	5,529,815	6,099,976
5,096,352	5,552,675	6,165,616

## Settlement Agreement

This Settlement Agreement, entered into this 29<sup>th</sup> day of July, 2001, is made between and among, on the one hand, Syndia Corporation ("Syndia"), Roger P. Hickey and James G. Conley (collectively, "Plaintiffs") and, on the other hand, Lemelson Medical, Education & Research Foundation ("LMERF"), Lemelson Educational & Research Corporation ("LERC"), the Jerome Lemelson Marital Trust (the "Marital Trust"), and Dorothy Lemelson (collectively, "Defendants").

WHEREAS, Dorothy Lemelson and the Marital Trust each own 166  $\frac{2}{3}$  shares of Syndia stock outright and each holds an additional 300 shares of Syndia stock subject to a repurchase right of Roger Hickey and James Conley;

WHEREAS, Roger Hickey and James Conley each own 33  $\frac{1}{3}$  shares of Syndia stock;

WHEREAS, Syndia desires legal title to certain patents identified at Schedule A hereto (the "Schedule A Patents");

WHEREAS, Plaintiffs and Defendants (collectively, the "Parties") have asserted claims and counterclaims in litigation bearing Case No. 99 C 8241, before The Honorable James F. Holderman, United States District Court Judge, pending in the United States District Court for The Northern District of Illinois, Eastern Division (the "Litigation");

WHEREAS, the Parties now desire to resolve all claims (including potential appeals) and disputes between them without incurring further litigation costs.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, IT IS HEREBY AGREED by the Parties as follows:

### **Article I. Schedule A Patents**

- A. Pursuant to the Patent Assignment and Quitclaim attached hereto at Schedule B and the terms specified herein, LMERF transfers, quitclaims, and assigns to Syndia the entirety of its title, rights and interests in and to the Schedule A Patents, including, without limitation, whatever rights, if any, it may have to sue for past infringement of such patents or to seek royalties in connection with any past infringement.

REDACTED

**REDACTED**

**REDACTED**

**Article II. Syndia Stock**

- A. Effective upon the execution of this Settlement Agreement by all Parties, Dorothy Lemelson will execute all documents necessary to transfer and assign her 466  $\frac{2}{3}$  shares of Syndia, in equal parts, to Roger Hickey and James Conley.
- B. Effective upon the execution of this Settlement Agreement by all Parties, the Marital Trust will execute all documents necessary to transfer and assign its 466  $\frac{2}{3}$  shares of Syndia, in equal parts, to Roger Hickey and James Conley.
- C. The Parties agree that execution of a document substantially similar to the Assignment attached hereto as Schedule G shall be sufficient to fulfill the obligations of Mrs. Lemelson and the Marital Trust under this Article II. To further memorialize this transaction, Syndia agrees that it will issue new original stock certificates to Mrs. Lemelson and the Marital Trust reflecting their ownership of Syndia shares as of the date of this Settlement Agreement, and the transfer of such shares to Messrs. Hickey and Conley.

**Article III. Modification and Termination of Prior Contracts**

- A. Upon execution by all Parties, this Settlement Agreement and the documents appended hereto shall replace and supercede all prior contracts and agreements between any of Plaintiffs and Defendants, including, without limitation:

1. The Management and Shareholders' Purchase and Redemption Agreement, dated November 17, 1994, executed by Syndia, Roger Hickey, James Conley, and Jerome Lemelson;
2. The April 14, 1995 letter agreement between Syndia and LMERF;
3. The Stock Purchase and Option Agreement, dated November 17, 1995, between Roger Hickey, James Conley and Jerome Lemelson;
4. The \$200,000 Promissory Note, dated September 29, 1994, between Jerome Lemelson and Syndia; and
5. The Assignment of Shares of Common Stock of Syndia Corporation, dated August 23, 2000, and executed by Dorothy Lemelson and the Marital Trust.

**REDACTED**

**Article IV. Documents, Information and Assistance**

- A. Defendants agree and acknowledge that all files relating to the Schedule A Patents, including file histories, maintained at Niro Scavone Haller & Niro ("Niro Scavone") are the property of Syndia and further agree to instruct Niro Scavone to transfer such files to Syndia or its patent counsel, Allan A. Fanucci of Winston & Strawn, upon Syndia's request. If Niro Scavone is unable to provide any Schedule A Patent file histories and LMERF has such file histories in its possession, upon Syndia's request, LMERF will provide copies to Syndia or its counsel. LMERF and Syndia mutually agree that to the extent either they or their counsel maintain (now or in the future) any patent prosecution files relating to the Schedule A Patents, upon request, they will provide the other Party with access to or copies of such files.

**REDACTED**

**REDACTED**

**Article V. Resolution of Additional Disputed Claims**

**REDACTED**

**REDACTED**

**Article VI. Payment Obligations**

**REDACTED**

**REDACTED**

**REDACTED**

**Article VII. Waivers and Releases**

**REDACTED**

**REDACTED**

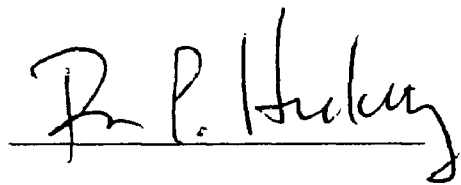
**Article VIII. Miscellaneous**

**REDACTED**

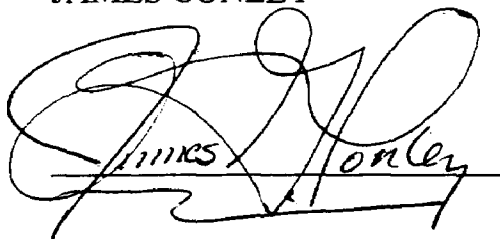
**REDACTED**

Agreed to on this 30th Day of July 2001.

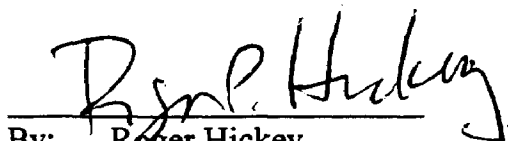
ROGER HICKEY



JAMES CONLEY



SYNDIA CORPORATION



By: Roger Hickey  
Its: President and Chairman  
of the Board

DOROTHY LEMELSON



LEMELSON MEDICAL, EDUCATION &  
RESEARCH FOUNDATION, L.P.

THE JEROME LEMELSON  
MARITAL TRUST

By: Dorothy Lemelson  
Its: President of its General Partner

By: Dorothy Lemelson  
Its:

LEMELSON EDUCATIONAL &  
RESEARCH CORPORATION

By: Dorothy Lemelson  
Its: President

Agreed to on this 12th Day of July 2001.


ROGER HICKEY

JAMES CONLEY

SYNDIA CORPORATION

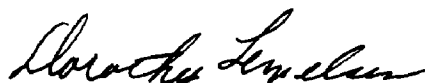
DOROTHY LEMELSON


\_\_\_\_\_  
By: Roger Hickey  
Its: President and Chairman  
of the Board

\_\_\_\_\_  



LEMELSON MEDICAL, EDUCATION &  
RESEARCH FOUNDATION, L.P.

THE JEROME LEMELSON  
MARITAL TRUST

\_\_\_\_\_  
  
By: Dorothy Lemelson  
Its: President of its General Partner

\_\_\_\_\_  
  
By: Dorothy Lemelson  
Its: trustee

LEMELSON EDUCATIONAL &  
RESEARCH CORPORATION

\_\_\_\_\_  
  
By: Dorothy Lemelson  
Its: President

## Schedule A

USPN 4,367,130	1/4/83	Chemical Reaction
USPN 4,385,880	5/31/83	Shock Wave Processing Apparatus
USPN 4,702,808	10/27/87	Chemical Reaction Apparatus and Method
USPN 4,859,493	8/22/89	Methods of Forming Synthetic Diamond Coatings on Particles Using Microwaves
USPN 4,874,596	10/17/89	Production of Crystalline Structures
USPN 4,960,643	10/2/90	Composite Synthetic Materials
USPN 4,974,498	12/4/90	Internal Combustion Engines and Engine Components
USPN 5,021,628	6/4/91	Apparatus and Method for Reacting on Matter
USPN 5,040,501	8/20/91	Valves and Valve Components
USPN 5,067,826	11/26/91	Ball and Roller Bearings and Bearing Components
USPN 5,096,352	3/17/92	Diamond Coated Fasteners
USPN 5,131,941	7/21/92	Reaction Apparatus and Method
USPN 5,132,587	7/21/92	Spark Plug Electrodes
USPN 5,255,929	10/26/93	Blade for Ice Skate
USPN 5,284,394	2/8/94	Ball and Roller Bearings and Bearing Components
USPN 5,288,556	2/22/94	Gears and Gear Assemblies
USPN 5,332,348	7/26/94	Fastening Devices
USPN 5,349,265	9/20/94	Synthetic Diamond Coated Electrodes and Filaments
USPN 5,456,406	10/10/95	Fastening Devices
USPN 5,462,772	10/31/95	Methods for Forming Artificial Diamond
USPN 5,529,815	6/25/96	Apparatus and Method for Forming Diamond Coating
USPN 5,552,675	9/3/96	High Temperature Reaction Apparatus
USPN 5,616,372	4/1/97	Method of Applying a Wear-Resistant Diamond Coating to a Substrate
USPN 5,628,881	5/13/97	High Temperature Reaction Method
USPN 5,688,557	11/18/97	Method of Depositing Synthetic Diamond Coatings with Intermediates Bonding Layers
USPN 5,714,202	2/3/98	Synthetic Diamond Overlays for Gas Turbine Engine Parts Having Thermal Barrier Coatings
USPN 5,740,941	4/21/98	Sheet Material with Coating
USPN 5,786,038	7/28/98	Synthetic Diamond Layers Having Wear Resistant Coatings Formed in Situ and Methods of Applying Such Coatings
USPN 5,794,801	8/18/98	Material Compositions
USPN 5,871,805	2/16/99	Computer Controlled Vapor Deposition Processes
USPN 6,083,570	7/4/00	Synthetic Diamond Coatings with Intermediate Amorphous Metal Bonding Layers and Methods of Applying Such Coatings
USPN 6,099,976	8/8/00	Synthetic Diamond Overlays for Gas Turbine Engine Parts Having Thermal Barrier Coatings
USPN 6,165,616	12/26/00	Synthetic Diamond Coatings with Intermediate Bonding Layers and Methods of Applying Such Coatings

## Schedule B

### PATENT ASSIGNMENT AND QUITCLAIM

Effective August 1, 2001, for valuable consideration, Lemelson Medical, Education & Research Foundation, Limited Partnership ("Owner") sells, assigns, quitclaims, and transfers to Syndia Corporation ("Assignee"), the entirety of whatever rights, title, and interests it may have in and to the patents listed on Schedule A, including any right to sue for past infringement or seek royalties in connection with any past infringement.

Signed at Incline Village, Nevada, this 30 day of July, 2001, by the undersigned, an authorized officer of Owner.

Lemelson Medical, Education & Research Foundation,  
Limited Partnership

By:

  
Dorothy Lemelson

President of its General Partner

**Schedule C**

**REDACTED**

## **Schedule C**

**REDACTED**

## **Schedule D**

**REDACTED**

## **Schedule D**

**REDACTED**

**Schedule E**

**REDACTED**

**Schedule F**

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

**REDACTED**

## Schedule G

### ASSIGNMENT OF SHARES OF COMMON STOCK OF SYNDIA CORPORATION

This Assignment of Shares of Common Stock of Syndia Corporation (the "Assignment Agreement") is made as of July \_\_, 2001, by Dorothy Lemelson ("Mrs. Lemelson"), a resident of the State of Nevada, and the Jerome Lemelson Marital Trust (the "Marital Trust"), a trust created under the laws of the State of Nevada, and shall supersede the "Assignment of Shares of Common Stock of Syndia Corporation", which was executed on August 23, 2000. The prior August 23, 2000 Assignment shall be deemed null and void and have no further force or effect.

WHEREAS, Mrs. Lemelson and the Marital Trust each hold 466 and 2/3 shares of the common stock of Syndia Corporation (the "Syndia Stock");

WHEREAS, 300 shares of the Syndia Stock held by Mrs. Lemelson and 300 shares of the Syndia Stock held by the Marital Trust are subject to a Stock Purchase and Option Agreement (the "Option Agreement"), made as of November 17, 2000, executed by Syndia Corporation, Roger P. Hickey, James G. Conley and Mrs. Lemelson's late husband, Jerome H. Lemelson;

WHEREAS, Dorothy Lemelson, the Marital Trust, Roger P. Hickey, James G. Conley, and related entities have been litigating claims in a case styled Syndia Corp., et al. v. Lemelson Medical, Education & Research Foundation, L.P., et al., No. 99 C 8241, U.S. District Court for the Northern District of Illinois, Eastern Division, the Hon. James F. Holderman, judge presiding (the "Litigation");

WHEREAS, the parties have entered into a Settlement Agreement which resolves all claims between them and of which this Assignment Agreement is an integral part;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Mrs. Lemelson, The Marital Trust, James G. Conley, and Roger P. Hickey agree as follows:

1. Mrs. Lemelson hereby assigns and transfers all rights, title, interests and ownership she may have in 233 1/3 shares of Syndia Stock to Mr. Hickey and in 233 1/3 shares of Syndia Stock to Mr. Conley.

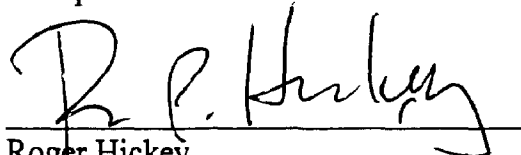
2. The Marital Trust hereby assigns and transfers all rights, title, interests and ownership it may have in 233 1/3 shares of Syndia Stock to Mr. Hickey and in 233 1/3 shares of Syndia Stock to Mr. Conley.

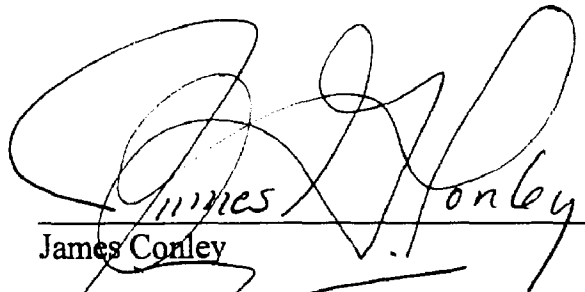
The Jerome Lemelson Marital Trust

Dorothy Lemelson

By: Dorothy Lemelson, as Trustee  
of The Jerome Lemelson Marital Trust

Accepted:

  
Roger Hickey

  
James Conley

1. Mrs. Lemelson hereby assigns and transfers all rights, title, interests and ownership she may have in 233 1/3 shares of Syndia Stock to Mr. Hickey and in 233 1/3 shares of Syndia Stock to Mr. Conley.

2. The Marital Trust hereby assigns and transfers all rights, title, interests and ownership it may have in 233 1/3 shares of Syndia Stock to Mr. Hickey and in 233 1/3 shares of Syndia Stock to Mr. Conley.

The Jerome Lemelson Marital Trust



Dorothy Lemelson



By: Dorothy Lemelson, as Trustee  
of The Jerome Lemelson Marital Trust

Accepted:

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Roger Hickey

---

James Conley

# **Schedule H**

**REDACTED**