

05-24-2002



SHEET

U.S. Department of Commerce  
Patent and Trademark Office

To the Honorable Commission

102101860

Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Tapesh Yadav 3/19/1999  
 Bijan Miremadi 3/19/1999  
 Evan Franke 3/19/1999  
 John Alexander 3/19/1999  
 Yuval Avniel 3/18/1999  
 Ming Au 3/22/1999  
 John Freim 3/22/1999  
 Roger Dirstine 3/23/1999

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## Name and address of receiving party(ies)

Name: NanoProducts Corporation  
 Street address: 14330 Longs Peak Court  
 Longmont, Colorado 80504

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: See Above

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: 3/22/99 and 3/23/99

A. Patent Application No.(s)

B. Patent No.(s)

Attorney Docket No.: A71 (A15 DIV4)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and Address of party to whom correspondence concerning document should be mailed:

Name: Stuart T. Langley  
 Internal Address: Hogan & Hartson LLP  
One Tabor Center  
1200 17th Street, Suite 1500  
 Street Address: same as above  
 City: Denver State: CO Zip: 80202

## 6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

50-1123

(Attach duplicate copy of this page if paying by deposit account)

05/22/2002 MWOLDER1 00000061 10150201

02 FC:581

40.00 DP

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.

Stuart T. Langley  
 Name of Person signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 16

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

## ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned

NAME: Tapesh Yadav, hereby

Sell, assign and transfer to Nanomaterials Research Corporation, having a place of business at 2620 Trade Center Avenue, Longmont, CO 80503, its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters Patent filed on

FILE DATE ~~03/22/99~~ 3/23/99 ECM  
SERIAL NO. 09/274, 517 ECM  
ENTITLED Materials and Products Using Nanostructured Non-Stoichiometric Substances

(authorization is given to the ASSIGNEE and its counsel to fill in date and serial number) and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority.

Agree that said ASSIGNEE may apply for and receive Letters Patent for said inventions in its own name; and when requested, without charge to but at the expense of said ASSIGNEE, agree to carry out in good faith the intent and purpose of this assignment by executing all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to said ASSIGNEE all facts known to us relating to said inventions and the history thereof, and generally by doing everything possible which said ASSIGNEE shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said ASSIGNEE.

Hereby request the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to said ASSIGNEE.

Covenant with said ASSIGNEE that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us, and that full right to convey the same as herein expressed is possessed by us.

Tapesh Yadav  
Tapesh Yadav

3/19/99  
Date

Stephanie G. Horlen  
Witnessed By

3/19/99  
Date

Russell Williams  
Witnessed By

3/19/99  
Date

## ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned

NAME: Bijan Miremadi

, hereby

Sell, assign and transfer to Nanomaterials Research Corporation, having a place of business at 2620 Trade Center Avenue, Longmont, CO 80503, its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters Patent filed on

FILE DATE 03/22/99

3/23/99 227

SERIAL NO. 09/274,517

227

ENTITLED Materials and Products Using Nanostructured Non-Stoichiometric Substances

(authorization is given to the ASSIGNEE and its counsel to fill in date and serial number) and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority.

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Bijan Miremadi  
Bijan Miremadi

March 19, 1999  
Date

[Signature]  
Witnessed By

3/19/99  
Date

[Signature]  
Witnessed By

3/19/99  
Date

## ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned

NAME: Evan Franke

, hereby

Sell, assign and transfer to Nanomaterials Research Corporation, having a place of business at 2620 Trade Center Avenue, Longmont, CO 80503, its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters Patent filed on

FILE DATE ~~03/22/99~~ 3/23/99 EEH  
SERIAL NO. 09/274,517 EEH  
ENTITLED Materials and Products Using Nanostructured Non-Stoichiometric Substances

(authorization is given to the ASSIGNEE and its counsel to fill in date and serial number) and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority.

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Evan Franke  
Evan Franke

3/19/99  
Date

Jim Bay  
Witnessed By

3/19/99  
Date

[Signature]  
Witnessed By

3/19/99  
Date

## ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned

NAME: John Alexander, hereby

Sell, assign and transfer to Nanomaterials Research Corporation, having a place of business at 2620 Trade Center Avenue, Longmont, CO 80503, its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters Patent filed on

FILE DATE ~~03/22/99~~ 3/23/99 CCN

SERIAL NO. 09/274,517 CCN

ENTITLED Materials and Products Using Nanostructured Non-Stoichiometric Substances

(authorization is given to the ASSIGNEE and its counsel to fill in date and serial number) and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority.

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Covenant with said ASSIGNEE that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us, and that full right to convey the same as herein expressed is possessed by us.

John Alexander  
John Alexander

3/19/99  
Date

Witnessed By

3/19/99  
Date

Witnessed By

3/19/99  
Date

## ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned

NAME: Yuval Avniel

, hereby

Sell, assign and transfer to Nanomaterials Research Corporation, having a place of business at 2620 Trade Center Avenue, Longmont, CO 80503, its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters Patent filed on

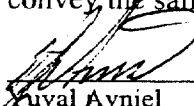
FILE DATE ~~03/22/99~~ 3/23/99 ECN  
SERIAL NO. 09/274,517 CCN  
ENTITLED Materials and Products Using Nanostructured Non-Stoichiometric Substances

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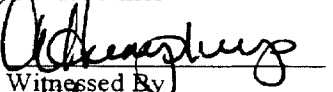
Agree that said ASSIGNEE may apply for and receive Letters Patent for said inventions in its own name; and when requested, without charge to but at the expense of said ASSIGNEE, agree to carry out in good faith the intent and purpose of this assignment by executing all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to said ASSIGNEE all facts known to us relating to said inventions and the history thereof, and generally by doing everything possible which said ASSIGNEE shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said ASSIGNEE.

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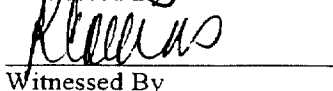
Covenant with said ASSIGNEE that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us, and that full right to convey the same as herein expressed is possessed by us.

  
Yuval Avniel

03-18-99  
Date

  
Witnessed By

3/18/99  
Date

  
Witnessed By

3/18/99  
Date

## ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned

NAME: Ming Au

, hereby

Sell, assign and transfer to Nanomaterials Research Corporation, having a place of business at 2620 Trade Center Avenue, Longmont, CO 80503, its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters Patent filed on

FILE DATE ~~03/22/99~~ 3/23/99 ESP

SERIAL NO. 09/274,517 ESP

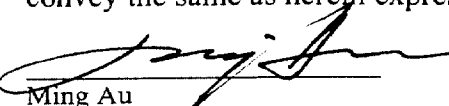
ENTITLED Materials and Products Using Nanostructured Non-Stoichiometric Substances

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Ming Au

3/22/99  
Date

  
Witnessed By

3/22/99  
Date

  
Witnessed By

3/22/99  
Date

## ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned

NAME: John Freim

, hereby

Sell, assign and transfer to Nanomaterials Research Corporation, having a place of business at 2620 Trade Center Avenue, Longmont, CO 80503, its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters Patent filed on

FILE DATE ~~03/22/99~~ 3/23/99 CEN  
SERIAL NO. 09/274,517 CEN  
ENTITLED Materials and Products Using Nanostructured Non-Stoichiometric Substances

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John Freim  
John Freim

March 22, 1999  
Date

Kallens  
Witnessed By

3/22/99  
Date

Attorneys  
Witnessed By

3/22/99  
Date



## ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned

NAME: Roger Dirstine

, hereby

Sell, assign and transfer to Nanomaterials Research Corporation, having a place of business at 2620 Trade Center Avenue, Longmont, CO 80503, its successors, assigns and legal representatives, all hereinafter referred to as the ASSIGNEE, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters Patent filed on

FILE DATE ~~03/22/99~~ 3/23/99 CCN  
SERIAL NO. 09/274,517 CCN  
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Roger Dirstine  
Roger Dirstine

3/23/99  
Date

Peter J. [Signature]  
Witnessed By

03/23/99  
Date

[Signature]  
Witnessed By

03/23/99  
Date

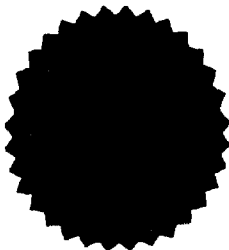
# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NANOENERGY CORPORATION", CHANGING ITS NAME FROM "NANOENERGY CORPORATION" TO "NANOPRODUCTS CORPORATION", FILED IN THIS OFFICE ON THE EIGHTH DAY OF FEBRUARY, A.D. 2002, AT 4:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

3365451 8100

AUTHENTICATION: 1605469  
PATENT

REEL: 012915 FRAME: 0568

# CERTIFICATE OF AMENDMENT TO THE CERTIFICATE OF INCORPORATION NANOENERGY CORPORATION

(Pursuant to Section 242)

NanoEnergy Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify as follows for the purpose of amending its Certificate of Incorporation:

- FIRST:** That the Board of Directors of the Corporation duly adopted resolutions containing the amendments to the Certificate of Incorporation of the Corporation set forth below, declaring such amendments to be advisable and called for the approval of the stockholders of the Corporation to such amendment.
- SECOND:** That the holders of a majority of the outstanding shares of Common Stock of the Corporation entitled to vote, acting by means of written consent in lieu of a meeting pursuant to Section 228(a) of the Delaware General Corporation Law, adopted and approved this Certificate of Amendment to the Certificate of Incorporation of the Corporation.
- THIRD:** That Article I of the Certificate of Incorporation shall be deleted in its entirety and the following shall be inserted in lieu thereof:

**Article I. NAME**

The name of the corporation is NanoProducts Corporation (the "Corporation").

- FOURTH:** That except as amended hereby, the provisions of the Certificate of Incorporation shall remain in full force and effect.

IN WITNESS WHEREOF, this Certificate of Amendment to the Certificate of Incorporation of the Corporation has been signed this 8<sup>th</sup> day of February, 2002.

NANOENERGY CORPORATION

By: 

Taposh Yadav, Ph.D.,  
 President and Chief Executive Officer

470-535 8908

6/5 0804

14:41 20-02-02

470 535 8908

BY: NANOENERGY CORPORATION  
 TOTAL P.02

PATENT  
 REEL: 012915 FRAME: 0569

## PATENT ASSIGNMENT OF RIGHTS

THIS PATENT ASSIGNMENT is made from Nanomaterials Research, LLC, a Delaware limited liability company, with its principal offices at 2620 Trade Center Avenue, Longmont, Colorado 80503 ("*NRC*" or "*Assignor*") to NanoEnergy Corporation, a Delaware corporation, with its principal offices at 2620 Trade Center Avenue, Longmont, Colorado 80503 ("*Assignee*").

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the patents and patent applications filed with the United States Patent and Trademark Office set forth on Exhibits A and B attached hereto (the "*Patents*").

NOW, THEREFORE, in consideration of entering into the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee, its successors and assigns all of Assignor's entire right, title and interest in and to the Patents, including any divisions, continuations or reissues thereof, and all rights of priority resulting from the filing in the United States of the Patents, and any and all applications for patent and patents issuing therefrom in any and all countries of the world, including all provisional, divisions, reissues, continuations and extensions thereof, and all rights of priority resulting from the filing in the United States of the respective applications for said Patents identified above, the same to be held and enjoyed by Assignee for its own use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which the Patents are or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Patents with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives; provided, however, Assignee will be responsible for those costs and expenses reasonably incurred by Assignor in carrying out Assignor's obligations pursuant to this paragraph.

Assignor agrees that, on request and without further consideration, Assignor will communicate to Assignee or its representatives or nominees any facts known to Assignor respecting the Patents and the inventions set forth therein, and will at Assignee's expense testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything reasonably requested by Assignee to aid Assignee, its successors, assigns and nominees to obtain, maintain, and enforce patent protection in any country for the inventions set forth in the Patents.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer effective on the 3<sup>rd</sup> day of April, 2001.

NANOMATERIALS RESEARCH, LLC

By: Tapesh Yadav

Name: TAPESH YADAV

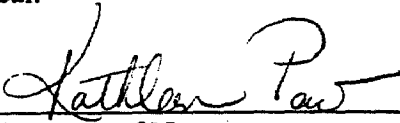
Title: MNGR

State of COLORADO

County of WELD

On 9-10-01 before me, TAFESH YAAV, personally appeared \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary

**EXHIBIT A**  
**ISSUED PATENTS**

<b>ATTORNEY MATTER NO.</b>	<b>APPLICATION NO.</b>	<b>FILING DATE</b>	<b>PATENT NO.</b>	<b>ISSUE DATE</b>
2000928-0001	08/706,819	9/3/96	5,851,507	12/22/98
2000928-0004	08/707,341	9/3/96	5,788,738	8/4/98
2000928-0002	08/730,661	10/11/96	5,952,040	9/14/99
2000928-0003	08/739,257	10/30/96	5,905,000	5/18/99
40170-830002.000	09/046,465	3/23/98	5,984,997	11/16/99
40170.830004.001	09/074,534	5/7/98	6,202,471	3/20/01
80741.0002	09/165,439	10/2/98	6,214,195	4/10/01

**EXHIBIT B****PENDING APPLICATIONS**

<b>ATTORNEY MATTER NO.</b>	<b>APPLICATION NO.</b>	<b>FILING DATE</b>
80741.0005	09/024,837	2/17/98
2000928-0021 DIV (A3)	09/099,581	6/18/98
80741.0008	09/083,893	5/22/98
40170.830008.000 (0018)	09/103,203	6/23/98
2000928.0024	09/153,418	9/15/98
9000928-0025 DIV (A4)	09/250,792	2/17/99
20009280-0026. CON (A4)	09/251,313	2/19/99
2000928-0028	09/274,517	5/20/99
80741.0002.001	09/286,698	4/6/99
80741.0015	09/638,977	8/15/00
80741.0016	09/730,053	12/5/00
80741.0006.001	09/753,806	1/3/01
80741.0009.750	Not yet assigned	8/20/99
80741.0009.620	Not yet assigned	8/20/99
80741.0009.010	Not yet assigned	8/20/99
80741.0009.500	2001-7003309	8/20/99
80741.0009.020	PA/a/2001/002226	8/20/99
80741.0009.490	570127/2000	8/20/99
80741.0009.970	PCT/US99/19379	8/20/99
80741.0009.960	99969081.1	8/20/99

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PATENT  
REEL: 012915 FRAME: 0573