

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Viktor I. Petrik

Execution Date(s) 22 Dec 2004

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

2. Name and address of receiving party(ies)

Name: SupraCarbonic, LLC

Internal Address: _____

Street Address: 348 N. Eckhoff Street

City: Orange

State: CA

Country: US Zip: 92868

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

4. Application or patent number(s):

A. Patent Application No.(s)

11/007,614

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Barbara Hayashi, Rutan & Tucker

Internal Address: _____

Street Address: 611 Anton Blvd., 14th Floor

City: Costa Mesa

State: CA Zip: 92626

Phone Number: 714 641-5100

Fax Number: 714 546-9035

Email Address: bhayashi@rutan.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21 (h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Credit Card

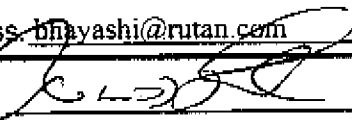
Last 4 Numbers _____

Expiration Date _____

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9. Signature:



Signature

12/27/04

Date

Robert D. Fish
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

ASSIGNMENT

WHEREAS, the undersigned, Viktor I. Petrik, an individual residing at St. Petersburg, Russia (referred to hereinafter as "ASSIGNOR") has invented a certain invention entitled "Mass Production of Carbon Nanostructures" for which an United States application for Letters of Patent of the United States of America was filed on December 7, 2004 which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, SupraCarbonic, LLC, a company having its principal place of business at 348 N. Eckhoff St., Orange, CA 92868 (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in all countries of North, South, and Central America, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefore.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby, assigns, transfers and set over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION in all countries of North, South, and Central America; and to all Letters Patent or similar legal protection arising therefrom, to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention in said countries.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment

This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

EXECUTED at:

Orange California, this 22 day of December, 2004

By: _____

Viktor L. Petrik