### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

| Name                    | Execution Date |
|-------------------------|----------------|
| FATIGUE SOLUTIONS CORP. | 12/02/2009     |

#### **RECEIVING PARTY DATA**

| Name:           | MATERIAL TECHNOLOGIES, INC.        |
|-----------------|------------------------------------|
| Street Address: | 11661 San Vicente Blvd., Suite 707 |
| City:           | Los Angeles                        |
| State/Country:  | CALIFORNIA                         |
| Postal Code:    | 90049                              |

#### PROPERTY NUMBERS Total: 1

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | 7572360 |

# CORRESPONDENCE DATA

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NAME OF SUBMITTER:

Andrew Berks

Total Attachments: 2

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PATENT REEL: 023594 FRAME: 0345

# **ASSIGNMENT**

WHEREAS FATIGUE SOLUTIONS CORP., having a place of business at 11661 San Vicente Blvd., Suite 707, Los Angeles, California 90049 (hereinafter referred to as ASSIGNOR), has been assigned the entire right, title and interest in and to U.S. Patent No. 7,572,360, issued August 11, 2009, based on Application Serial No. 11/240,677 filed September 30, 2005, entitled "ELECTROCHEMICAL FATIGUE SENSOR SYSTEMS AND METHODS", by virtue of an assignment document which was recorded in the U.S. Patent and Trademark Office, and to the inventions described and claimed herein; and

WHEREAS MATERIAL TECHNOLOGIES, INC., having a place of business at 11661 San Vicente Blvd., Suite 707, Los Angeles, California 90049 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to the application in the United States of America and elsewhere worldwide, and the inventions therein described and claimed:

NOW, THEREFORE, in consideration of the good and valuable consideration furnished by ASSIGNOR to ASSIGNEE, the receipt and sufficiency of which is hereby acknowledged. ASSIGNOR hereby assigns, conveys and transfers to ASSIGNEE, its successors and assigns, the entire right, title and interest in and to the said application and the inventions therein contained and described, including the right to apply for any Letters Patent in any and all countries on the inventions, and any Letters Patent that may be or have been issued thereon or therefore, in the United States and elsewhere, and all reissues, extensions, renewals, divisions and continuations thereof, to the full end of the term or terms for which the Letters Patent may be issued or have been issued, the same to be held and enjoyed by ASSIGNEE, its successors and assigns, the same as it would have been held and enjoyed by ASSIGNOR if this Assignment had not been made.

And ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks and similar authorities to issue all such Letters Patent to ASSIGNEE, its successors and assigns, in accordance with this instrument of Assignment.

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PATENT REEL: 023594 FRAME: 0346 ASSIGNOR hereby represents and warrants that there are no rights and interests outstanding inconsistent with the rights and interests granted herein and that it will not execute any instrument or grant or transfer any rights or interests inconsistent therewith, and ASSIGNOR binds itself to execute and deliver to ASSIGNEE, its successors and assigns, any further documents or instruments and do any and all further acts that may be deemed necessary by ASSIGNEE, its successors and assigns, to vest in ASSIGNEE, its successors and assigns, the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States and elsewhere.

And ASSIGNOR further covenants and agrees, in consideration of the premises that ASSIGNOR will at any time upon request communicate to ASSIGNEE, its successors and assigns, any facts relating to the invention and improvements and the history thereof, known to ASSIGNOR and that ASSIGNOR will testify as to the same in any interference, or other litigation when requested so to do by ASSIGNEE, its successors and assigns.

| ĮN TESTIMONY    | WHEREOF, ASSIGNOR has hereunto set its hand a | ind seal this |
|-----------------|---|---------------|
| 2 no day of DEC | , 2009.                                       |               |
|                 |   |               |

# FATIGUE SOLUTIONS CORP.

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|    |   |  |

Name: Robert M. Bernstein

Title : CEO, Fatigue Solutions Corp.

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RECORDED: 12/03/2009

PATENT REEL: 023594 FRAME: 0347