

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Purchase Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Charles Molnar	09/13/2011
RECEIVING PARTY DATA	
Name:	Semcon Tech, LLC
Street Address:	719 W. Front Street
Internal Address:	Suite 242
City:	Tyler
State/Country:	TEXAS
Postal Code:	75702
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11978346
Application Number:	13136437
CORRESPONDENCE DATA	
Fax Number:	(650)798-0310
Phone:	650-798-0320
Email:	patents@snrdenton.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	SNR DENTON US LLP
Address Line 1:	Post Office Box 061080
Address Line 2:	Wacker Drive Station, Willis Tower
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	20004503-0001
NAME OF SUBMITTER:	Tarek N. Fahmi
Total Attachments: 24	

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## **PATENT PURCHASE AGREEMENT**

This Patent Purchase Agreement ("Patent Purchase Agreement"), made and entered into this 13<sup>th</sup> day of September, 2011 (the "Effective Date"), is by and between Charles Molnar, an individual residing at 701 W. Bealey St., Saint Marys, GA 31558-4921 ("Seller") and Semcon Tech, LLC, a Texas company organized under the laws of the State of Texas, USA, having offices at 719 W. Front Street, Suite 242, Tyler, Texas 75702 ("Buyer"). Seller and Buyer are also referred to in this Agreement each as a "Party" and collectively as the "Parties."

### **W I T N E S S E T H:**

**WHEREAS**, Seller has declared that it is the owner of all rights, title and interest in and to the inventions (the "Inventions") as described and claimed in all of Seller's United States and foreign patents and patent applications listed on Exhibit I to this Patent Purchase Agreement (collectively, including the Inventions, the "Patents") and including without limitation, all extensions, continuations, provisionals, derivatives and related applications thereof whether or not such applications are listed on the attached Exhibit I; and

**WHEREAS**, Seller wishes to sell, transfer, assign and set over unto Buyer, and Buyer shall purchase, accept and assume, all rights, title and interest in and to the Patents as specified in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

#### **1. Purchase and Sale of Patents.**

**1.1** Seller hereby sells to Buyer, and Buyer hereby purchases from Seller, all right, title and interest in and to the Patents, and Seller and Buyer hereby agree to execute the Patent Assignment Agreement (the "Patent Assignment"), in the form attached as Exhibit II hereto, the terms of such Patent Assignment being fully incorporated herein. All of the rights, privileges, including the benefit of any attorney client privilege or attorney work product privilege, title and interest in and to the Patents being sold, transferred, assigned and set over to Buyer hereunder include without limitation all income, royalties, damages, right to sue, right to enforce and any and all payments now or hereafter due or payable with respect thereto, and the right to bring any claim, sue, counterclaim, and recover for the past, present and future infringement of the rights assigned hereunder.

**1.2** Seller hereby represents and warrants to Buyer that the only inventions, patents, patent applications, extensions, continuations, provisionals and divisionals owned by Seller that include a reference or claim priority to the Patents are listed on Exhibit I. In the event that Buyer discovers, at any time prior to the third (3<sup>rd</sup>) anniversary of the Closing, any inventions, patents, patent applications, extensions, continuations, provisionals or divisionals owned by Seller that include a reference or claim priority to the Patents (the "Additional Inventions and Patents"), then the Additional Inventions and Patents shall be sold, including by transferring, assigning and setting over, to Buyer, all right, title and interest thereto, for no additional consideration, and the Additional Inventions and Patents shall be deemed "Patents", as

applicable, under this Agreement, for all intents and purposes. In such event, the Parties shall sign an amended Exhibit I to add the Additional Inventions and Patents thereto and in the event that Buyer's notification to Seller is subsequent to the Closing, then the Parties shall conduct a subsequent closing and the provisions of Section 10 shall apply to the sale, assignment transfer and setting over to Buyer of the Additional Inventions and Patents, *mutatis mutandis*.

1.3 If Buyer sells the Patents to any entity owned by Buyer or to any Affiliate of Buyer ("Affiliate" refers to any entity created or formed by Buyer, or at least in part controlled by Buyer or at least in part under common control with Buyer), then Buyer shall assign this Agreement along with all its rights and obligations to the entity or Affiliate which is purchasing the Patents. If Buyer licenses the Patents to any entity owned by Buyer or to any Affiliate of Buyer, then Seller's written consent shall be required.

## 2. Consideration for Patents.

2.1 In consideration for the Patents and subject to the consummation of the Closing (as defined below),

[REDACTED]

[REDACTED] S

[REDACTED]

For the purposes hereof:

"Cash" shall mean (i) cash and (ii) Cash Equivalents; and

"Cash Equivalents" shall mean debt securities and/or equity securities but only at such time as such debt securities or equity securities have been converted to cash. Furthermore, Cash Equivalents shall be deemed to include consideration in the form of (i) tangible assets or (ii) intangible assets; which can be reduced to cash, but only at such time as actually reduced to cash and net of taxes payable upon receipt of the assets. Debt securities and equity securities that are not reducible to cash at the time they are received (such as stock not yet publicly traded) will be reflected in the records available for audit, and Seller's portion will be paid to Seller based on the cash received upon the conversion thereof at a future date if and when such securities are converted to cash. If a two way release or covenant not to sue is part of a contract which includes a cash payment, the cash payment will be divided as set forth in Section 2.1, but there will be no value assigned to the releases or covenants not to sue, and consequently no payment will be made to Seller for such releases or covenants not to sue.

Seller acknowledges that (i) the obligations of Buyer under this Agreement are contractual only and do not create any fiduciary or other relationship between them; and (ii)

[REDACTED]

2.2 Buyer shall notify Seller at least 30 days in advance of the fourth year anniversary of the Closing as to [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**2.4 Payment Procedures.** All payments made by Buyer pursuant to this Agreement shall be made by wire transfer to that account specified by Seller at such times and in accordance with the provisions of Sections 2.1 and 2.3 (and until another account is designated in writing to Buyer by Seller, to the account identified in Exhibit III). Simultaneous with any wire transfer pursuant to Section 2.1, Buyer will include a report detailing the payment amount and will provide such supporting documentation as may reasonably be requested by Seller (subject to appropriate and customary confidentiality obligations as may be required in order to disclose such documentation to Seller).

**2.5 Audit Rights.** Seller shall have the right, exercisable once per annum, during normal business hours, to have an independent certified public accountant appointed by Seller and reasonably acceptable to Buyer (bound by customary confidentiality obligations), audit Buyer's records as reasonably required to verify Buyer's compliance with its payment obligations under this Patent Purchase Agreement. Seller will give 10 (ten) days advance notice in writing, and will bear the cost of the audit unless the discrepancy is more than 10%, in which case Buyer will bear the reasonable cost of the audit. Any amounts in discrepancy shall be promptly paid to Seller. This Section 2.5 shall survive termination of this agreement until all payments have been received by Buyer and Seller has received its share of the payments.

**3. No Assumption of Liabilities.** It is expressly understood and agreed that Buyer shall not be liable for and hereby disclaims any assumption of any of the reasonable obligations, claims or liabilities of Seller and/or its affiliates and/or of any third party of any kind or nature whatsoever which are known to or should reasonably be known to Seller prior to the time of Closing arising from or in connection with any circumstances, causes of action, breach, violation, default or failure to perform with respect to the Patents prior to the assignment and sale thereof to Buyer ("Retained Liabilities").

**4. Allocation of Purchase Price.** The purchase price of the Patents shall be allocated among the individual Patents as reasonably determined by Buyer.

**5. Taxes; Brokers.** Seller shall pay any taxes that are legally imposed on Seller arising out of the transactions contemplated hereunder, including the sale of the Patents. Seller is not liable for any taxes that are legally imposed on Buyer arising out of the transactions contemplated hereunder, including the sale of the Patents. Seller is responsible for any fees (including legal and broker fees) incurred by Seller and Buyer is responsible for any fees (including legal and broker fees) incurred by Buyer.

6. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows:

6.1 **Individual Inventor.** Seller is an individual with full power and authority to own and operate its properties and assets and carry on its business as currently conducted.

6.2 **Authorization.** Seller has full power and authority to enter into this Agreement, the Patent Assignment and all other documents and instruments required to be delivered by it hereunder (collectively, the "Transaction Documents") and to carry out the transactions contemplated hereby and thereby. This Agreement and the other Transaction Documents have been duly executed and delivered by Seller, and constitute legal, valid and binding obligations of Seller, enforceable in accordance with their terms.

6.3 **Non-Contravention.** Neither the execution and delivery of this Agreement and the other Transaction Documents, nor the assignment of the Patents contemplated hereby and thereby will violate, or be in conflict with the Certificate of Incorporation/Bylaws/Articles of Association or other corporate or incorporation documents of Seller or any provision of any applicable law binding upon or applicable to Seller, or any of the Patents, give rise to any right of termination, cancellation, increase in obligations, imposition of fees or penalties under, any debt, note, bond, indenture, mortgage, lien, lease, license, instrument, contract, commitment or other agreement, or order, arbitration award, judgment or decree, to which Seller is a party or by which it is bound or to which the Patents are subject, or result in the creation or imposition of any mortgage, lien, charge, pledge, security interest, other encumbrance or third party right ("Encumbrances") upon any of the Patents.

6.4 **Approvals.** No consent, approval, order or authorization of, or registration, declaration or filing with, any governmental or regulatory authority or third party is required in connection with the execution or delivery of this Agreement or the other Transaction Documents or the consummation of the transactions contemplated hereby and thereby, except for those listed on the attached **Exhibit IV** and for recordation of suitable patent assignment documents in the U.S. Patent & Trademark Office (the "PTO") and comparable foreign patent offices (collectively, the "Required Approvals").

6.5 **Ownership of the Patents.**

6.5.1. Seller owns all right, title and interest, and has good and marketable title, in and to the Patents free and clear of all Encumbrances. Seller is not obligated or under any liability whatsoever to make any payments by way of royalties, fees or otherwise to any owner or licensee of, or other claimant with respect to the use of the Patents or subject matter disclosed and claimed in the Patents or in connection with the licensing or sale of any of the Patents to third parties.

6.5.2. All personnel, including employees, agents, consultants and contractors, who have contributed to or participated in the conception or development, or both, of the Patents on behalf of Seller and all officers and technical employees of Seller either (i) have been a party to "work-for-hire" arrangements or agreements with Seller in accordance with applicable law that has accorded Seller full, effective, sole, exclusive and original ownership or exclusive license of all tangible and intangible property thereby arising in the Patents, and (ii)

have executed appropriate instruments of assignment in favor of Seller as assignee that have conveyed to Seller effective, sole and exclusive ownership or license of all tangible and intangible property arising thereby.

6.5.4 Seller has disclosed that he was previously employed by E.I. DuPont de Nemours Inc. and has provided Buyer with his employment agreement and employee release covering this technology.

6.6 Pre-Existing Licenses under the Patents. Neither Seller, nor any predecessor-in-interest to any of the Patents, has ever granted any exclusive or non-exclusive licenses or any other rights under or with respect to any of the Patents except the exclusive right to broker a sale transaction for the Patents.

6.7 Validity and Enforceability. To Seller's knowledge, the Patents have never been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding.

6.8 Litigation; Notice Communications. There are no (i) actions, suits, claims, hearings, arbitrations, proceedings (public or private) or governmental investigations pending or threatened, against, by or affecting Seller (collectively, "Proceedings"), nor any Proceedings or investigations or reviews by any governmental authority, pending or threatened against, by or affecting Seller, relating to the Patents or which seek to enjoin or rescind the transactions contemplated by this Agreement or the Patent Assignment; or (ii) existing orders, judgments or decrees of any governmental authority naming Seller as an affected party in connection with any of the Patents; or (iii) any letters or other communications to a third party threatening enforcement of the Patents.

6.9 Patent Maintenance. All annuity and maintenance fees that are necessary in order to keep the Patents in force as of the Effective Date and through the three (3) month period following the Closing have been or will be paid by Seller and will be reimbursed by Buyer within thirty (30) days of Closing and no payment of annuities or fees, or papers to be filed in patent offices, are required to be made within the three-month period following the Closing.

6.10 Compliance with Applicable Laws. Seller has not violated or infringed, nor is it in violation or infringement of, any applicable law or any order, writ, injunction or decree of any governmental authority in connection with its activities, and Seller and its respective officers, directors, agents and employees have complied with all applicable laws. No claims have been filed against Seller alleging a violation of any applicable law in connection with any of the Patents.

6.11 Taxes. There are no unpaid taxes, assessments or public charges of any type or nature whatsoever, due or payable to any governmental authority, which are or could become an Encumbrance against or otherwise affect any of the Patents.

6.12 Disclosure. Neither this Agreement, the Patent Assignment nor any certificates made or delivered in connection herewith contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not



misleading, in view of the circumstances in which they were made. To the best of the knowledge and judgment of Seller, there is no material fact or information relating to the Patents that has not been disclosed to Buyer in writing or electronically by Seller by the Pre-Closing Transfer date.

7. **Reserved.**

8. **Covenants of Seller.**

8.1. Seller agrees that during the period from the Effective Date through the Closing, Seller will not directly, through any agent or otherwise, solicit, accept, initiate or encourage (by providing confidential information or otherwise) submission of proposals or offers from any person or entity or negotiate or suggest negotiations at any future time with or to any other person any transaction related to or which may affect, the Patents.

8.2. Seller agrees that during the period from the Effective Date through the Closing, Seller shall operate its business in the ordinary course consistent with past practices. Seller agrees to pay all indebtedness when due, to use reasonable efforts to pay or perform other obligations when due and agree to preserve Seller's assets and technology and preserve the relationships of Seller with suppliers, investigators, distributors, licensors, licensees, and others having business dealings with it, all with the goal of preserving unimpaired the goodwill and ongoing business of Seller relating to the Patents.

8.3. Without limiting the generality of the foregoing, except (i) as expressly contemplated herein or (ii) with the prior written consent of Buyer, Seller shall not: (A) sell, license or transfer to any person or entity any rights to the Patents, enter into any agreement or undertake any new obligation with respect to any of the same, with any person or entity; (B) incur any indebtedness or guarantee any indebtedness for borrowed money or issue or sell any debt securities or guarantee any debt securities or other obligations of others or create an Encumbrance over the Patents; or (C) enter into any transaction for a merger of Seller or the sale of all or substantially all of the shares or assets of Seller, which may affect, directly or indirectly, the Patents.

8.4. Following the Closing, and for a period of three (3) months, Seller undertakes not to (i) apply for or consent to the appointment of any liquidator, receiver, trustee or administrator for all or a substantial part of its business, properties, assets or revenues; (ii) institute (by petition, application, answer, consent or otherwise) any bankruptcy, arrangement, readjustment of debt, dissolution, liquidation or similar executory or judicial proceeding; or (iii) call a creditors' meeting for the purpose of entering into an arrangement with them. In addition, Seller shall take promptly, at its expense, all measures as are required for preventing, discharging, terminating, removing or achieving a stay of any of the aforesaid or similar events initiated by third parties.

8.5 **Seller's Continued Assistance and Reimbursement.** Subject to and in accordance with the provisions of this Section 8.5, Buyer or its designated legal representative shall reimburse Seller for any reasonable out-of-pocket expenses and pay for reasonable costs (including but not limited to transportation, lodging, meals, communications, supplies, copying, etc.) and [REDACTED]

Notwithstanding anything to the contrary contained in this Agreement, Seller will not be entitled to any compensation or other consideration for cooperation, collection of documents, further assurances or other obligations required for Seller to comply with this Agreement.

**9.1 Corporate Organization.** Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, USA, with full power and authority to own and operate its properties and assets and carry on its business as currently conducted.

**10. Closing and Due Diligence Period.**

**10.2 Due Diligence; Pre-Closing Transfer.** The due diligence period will continue during the period prior to the Closing. At least five (5) business days prior to the Closing (or immediately thereafter upon learning of the existence of any such files or documents that have not been transferred to Buyer subsequent to the transfer contemplated under this Section 10.2), Seller shall, and shall cause its patent counsel to deliver to Buyer (or to Buyer's counsel as may be directed by Buyer) existing originals of the patent prosecution files and all other documents, communications and files (electronic or otherwise) relating to the Patents in

possession or control of Seller and its agents, including its counsel and related parties that pertain to the ownership, prosecution, maintenance and enforcement of the Patents, including, but not limited to those documents listed on the Document Request Form attached hereto as Exhibit V (collectively, the "Documents"), and in addition will sign the affidavit attached to the Document Request Form as Attachment 1 or alternatively, the affidavit attached to the Document Request Form as Attachment 2. Seller represents to Buyer that as of the date five (5) business days prior to the Closing, Seller has conducted a thorough and diligent search for all Documents in its custody or control and that of its agents, counsel and related parties, and that as of the Closing, no Documents remain in its custody or control, or in the custody or control of its agents, counsel and/or related parties. Seller further agrees that upon the Effective Date all rights and privileges (including with respect to any attorney client privileges, attorney work product or any other professional privileges or rights) held by Seller or any third party that arise from or relate to the Patents shall be transferred from Seller to Buyer.

**10.3 Deliveries.** At the Closing, Seller shall deliver to Buyer the following:

**10.3.1.** copies of the Patent Assignment, duly executed by Seller;

**10.3.2.** inventor agreements in the form of Exhibit 10.3.2 (the "Inventor Agreement"), with respect to each of the inventors under the Patents;

**10.3.3.** copies of all Required Approvals; and

**10.3.4.** such other duly executed agreements, deeds, certificates or other instruments of conveyance, transfer and assignment as shall be necessary, in the reasonable opinion of Buyer, to vest in Buyer good, valid and marketable title to the Patents.

**10.4 Conditions to Closing.** The obligation of Buyer to consummate the Closing is subject to the satisfaction or waiver by Buyer of the following conditions:

**10.4.1.** Seller shall make every reasonable effort to perform all of its obligations hereunder required to be performed by it at or prior to the Closing;

**10.4.2.** the representations and warranties of Seller contained in this Agreement shall be true at and as of the Closing, as if the Closing was substituted for the date in such representations and warranties;

**10.4.3.** all of the Required Approvals shall have been obtained;

**10.4.4** the completion to the satisfaction of Buyer of its financial, commercial, intellectual property and legal due diligence examination of the Patents. In this regard Buyer may terminate this Agreement and not consummate the Closing, at its sole discretion, based on the results of the Buyer's due diligence examination of the Patents or on any other matter. If Buyer terminates this Agreement and does not consummate the Closing, Seller has the right to request in writing that Buyer, after the receipt of the written request, shall return all documentation unmarked, and in their original form, to Seller and will disclose its non-privileged due diligence findings and supporting data, within the bounds of confidentiality obligations;

**10.4.5.** no court, arbitrator or governmental authority shall have issued any order, and there shall not be any applicable law, restraining the effective operation or use by Buyer of any of the Patents on or after the Closing;

**10.4.6.** there shall have been no adverse change in the technological and/or business status, condition or prospects of any of the Patents or any complaints, investigations or hearings (or communications indicating that the same may be contemplated) by any court, governmental authority, adjudicatory or arbitral proceedings against Seller or any of the Patents, or that may affect the consummation of the transactions contemplated hereunder; and

**10.4.7.** all proceedings in connection with the transactions contemplated by this Agreement shall have been performed by Seller, all documents and instruments incident to such transactions and reasonably requested by Buyer shall be reasonably satisfactory in substance and form to Buyer and its counsel, shall have been executed and Buyer and its counsel shall have received counterpart originals or certified or other copies of such documents and instruments as Buyer or its counsel may reasonably request; and

**10.4.8.** the Closing shall occur not later than sixty (60) days following the execution hereof.

**11. Miscellaneous.**

**11.1 Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given if delivered (a) personally, (b) by facsimile transmission, (c) by overnight courier or (d) by registered or certified mail (return receipt requested) to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice);

**If to Seller at:**  
Charles Molnar  
701 W. Bealey St.  
Saint Marys, GA 31558-4921

**If to Buyer at:**  
Semcon Tech, LLC  
719 W. Front Street  
Suite 242  
Tyler, TX 75702

Attn: Fiona Chaney - Manager

Notice shall be deemed received in the case of (a) personal delivery, upon delivery, (b) by facsimile transaction, as of one business day after sending thereof, (c) overnight courier (signature required), one business day following shipment and (d) by registered or certified mail, seven business days following post date. Either Party may change the notice address by providing notice containing the changed notice information to the other Party.

**11.2 Entire Agreement.** This Agreement (including the Exhibits) and the Patent Assignment constitute the entire agreement of the Parties and supersedes all other prior or contemporaneous agreements and understandings, both written and oral, among or between the Parties with respect to the subject matter hereof.

**11.3 No Third Party Beneficiaries.** This Agreement is for the exclusive benefit of the Parties and is not intended to confer upon any other person any rights or remedies hereunder.

**11.4 Assignment.** This Agreement may not be assigned by Seller without the prior written consent of Buyer. Buyer may assign its rights and obligations hereunder upon the provision of written notice to Seller. However, in the event of Seller's death, Seller's rights under this Agreement will pass directly to his estate and heirs or beneficiaries as applicable, and no consent of Buyer shall be required.

**11.5 Governing Law; Forum.** This Agreement, its performance and interpretation shall be governed by the substantive law of the State of Texas, USA, exclusive of its choice of law rules. The competent courts and tribunals situated in Marshall, State of Texas, USA shall have sole and exclusive jurisdiction in any dispute or controversy arising out of or relating to this Agreement.

**11.6 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**11.7 Headings.** The headings of the articles and sections of this Agreement are inserted for convenience only and shall not constitute a part hereof.

**11.8 Confidentiality.** The contents of this Agreement, including its terms and conditions, are considered confidential. Neither Party shall disclose the terms of the Agreement to an unaffiliated third party without the prior written approval of the other Party, except to legal, financial, accounting or other similar advisors who agree to keep the terms of this Agreement confidential. In the event an unaffiliated third party seeks to discover the terms of this Agreement through a court order or otherwise pursuant to law, the Party to whom the request for the terms has been made shall provide reasonable notice of the request to the other Party to this Agreement and shall use its reasonable efforts to prevent at least the disclosure of the terms of the Agreement. Neither Party will originate any publicity, news release, or other announcement, written or oral, whether to the public press or otherwise, relating to this Agreement, to any amendment hereto or to performance hereunder or the existence of an arrangement between the Parties without the prior written approval of the other Party.

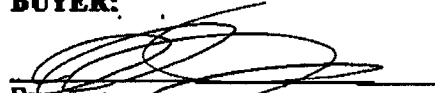
**11.9 Further Assurances.** Seller agrees, at its sole expense, to execute such further documents and do any and all such reasonable things as may be necessary to implement and carry out the terms, conditions and intent of this Agreement within a commercially reasonable timeframe upon the request of Buyer except as provided for in Section 8.5 of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed  
as of the day and year first above written.

**SELLER:**

  
Charles Molnar 9/13/2011

**BUYER:**

  
By: Fiona Clancy For  
Name: SEMCON TECH, LLC  
Title: MANAGER

**EXHIBIT I**  
**THE PATENTS**

See attached.

## EXHIBIT II

### FORM OF PATENT ASSIGNMENT AGREEMENT

#### PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), is made and entered into this 13<sup>th</sup> day of September, 2011 (the "Effective Date"), by and between Charles Molnar, an individual residing at 701 W. Bealey St., Saint Marys, GA 31558-4921 ("Assignor") and Semcon Tech, LLC, a Texas company organized under the laws of the State of Texas, USA having offices at 719 W. Front Street, Suite 242, Tyler, Texas 75702 ("Assignee") (each a "Party" and collectively the "Parties").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the inventions (the "Inventions") as described and claimed in the United States and foreign patents and patent application as listed on Schedule A (United States patent properties) and Schedule B (foreign patent properties) hereto (collectively the "Patents");

WHEREAS, Assignor and Assignee have agreed by a Patent Purchase Agreement (the "Purchase Agreement") dated September 13, 2011, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

#### I. ASSIGNMENT

1. Assignor hereby sells, transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Inventions and the Patents, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for said Inventions and Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Inventions and the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, copyrights and designs which may hereafter be filed for said Inventions or Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, copyrights and designs which may be granted for said Invention



and/or Patent in any country or countries and all extensions, renewals and reissues thereof.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.
3. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining patents for the Inventions in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the Inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
6. All of the rights, title and interest in and to the Inventions and the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

**Assignor**

By: Charles Molnar

**Assignee**

By:  Semcon Tech, LLC

Name: FIONA CHANEY

Title: MANAGER

**SCHEDULE A**  
**UNITED STATES PATENTS AND PATENT APPLICATIONS**

See attached.

**SCHEDULE A**  
**UNITED STATES PATENTS AND PATENT APPLICATIONS**

No.	Patent No.	Title	File Date	Issue Date
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
11	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
12	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
13	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
14	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
15	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
16	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
17	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
18	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
19	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
20	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
21	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
22	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
23	App No. 11/978,346	Versatile wafer refining	10/29/2007	N/A
24	App No. — 13/136,437	Advanced finishing control	8/1/2011	N/A

**EXPIRED**

No.	Patent No.	Title	File Date	Issue Date
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**SCHEDULE A**  
**UNITED STATES PATENTS AND PATENT APPLICATIONS**

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- Including any related patents or applications, provisionals, continuations, continuation-in-parts, divisionals and re-examinations.

**SCHEDULE B**  
**FOREIGN PATENTS AND PATENT APPLICATIONS**

**None**

**EXHIBIT III**  
**SELLER WIRE INSTRUCTIONS**

**See attached. Will be supplied at time of Closing.**

**EXHIBIT IV**  
**REQUIRED APPROVALS**

**EXHIBIT V**  
**DOCUMENT REQUEST FORM**



**EXHIBIT 10.3.2**  
**INVENTOR AGREEMENT**

**EXHIBIT VI**

**NEGOTIATION AND NON-DISCLOSURE AGREEMENT**

**See attached.**