

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>James C. Withers</td> <td>04/05/2012</td> </tr> <tr> <td>Raouf Loutfy</td> <td>04/05/2012</td> </tr> </tbody> </table>		Name	Execution Date	James C. Withers	04/05/2012	Raouf Loutfy	04/05/2012				
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<table border="1"> <tr> <td>Name:</td> <td>MATERIALS & ELECTROCHEMICAL RESEARCH CORP.</td> </tr> <tr> <td>Street Address:</td> <td>7960 South Kolb Road</td> </tr> <tr> <td>City:</td> <td>Tucson</td> </tr> <tr> <td>State/Country:</td> <td>ARIZONA</td> </tr> <tr> <td>Postal Code:</td> <td>85756</td> </tr> </table>		Name:	MATERIALS & ELECTROCHEMICAL RESEARCH CORP.	Street Address:	7960 South Kolb Road	City:	Tucson	State/Country:	ARIZONA	Postal Code:	85756
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CORRESPONDENCE DATA											
<p>Fax Number: (520)882-7643 Phone: 5208827623 Email: jbarton@hayes-soloway.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: Norman P. Soloway Address Line 1: 4640 E. Skyline Drive Address Line 4: Tucson, ARIZONA 85718</p>											
ATTORNEY DOCKET NUMBER:	MER 11.01										
NAME OF SUBMITTER:	Norman P. Soloway										
<p>Total Attachments: 3 source=ASSIGNMENT#page1.tif source=ASSIGNMENT#page2.tif source=ASSIGNMENT#page3.tif</p>											

OP \$40.00 13447022

PATENT

ASSIGNMENT

We , James C. WITHERS, 6594 E. Celsius Place, Tucson, AZ 85750, of the United States of America and Raouf O. LOUTFY, 6507 N. Ventana Canyon Drive, Tucson, AZ 85750, of the United States of America , having invented certain inventions and improvements in **LOW COST PROCESSING TO PRODUCE SPHERICAL TITANIUM AND TITANIUM**

ALLOY POWDER and having executed an application for Letters Patent of the United States of America describing the same and based thereon respectively on the 5th day of

April, 20 12 ; and the 5th day of April, 20 12, for good and valuable consideration, the receipt of which is hereby acknowledged from

MATERIALS & ELECTROCHEMICAL RESEARCH CORP., an Arizona corporation having its principal place of business at 7960 South Kolb Road, Tucson, Arizona 85756, USA, (hereinafter called the Assignee), do hereby sell, assign and transfer unto the Assignee, its successors, and assigns our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application and the inventions and any of them therein set forth and described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or any of them or any part thereof or on said application or any divisional, continuing, reissue, or other patent application based thereon;

And for the same consideration we do also hereby sell, assign, and transfer unto the Assignee, its successors, and assigns all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and any of them and all parts thereof and said application, and we do hereby authorize the Assignee, its successors, and assigns to apply in our name or its or their own name or names for patents and like rights of exclusion on or for said inventions or any of them or any part thereof in all countries claiming if it or they so desire the priority of the filing date of said application under the provisions of said Convention or any such other treaty;

And for the same consideration, we do hereby agree for ourselves and for our heirs, executors, and administrators, promptly upon request of the Assignee, its successors, or assigns, to execute and deliver without further compensation any power of attorney, assignment, original,

divisional, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee, its successors, or assigns fully to secure to it or them said right, title, and interest as aforesaid in and to said inventions and any of them and all parts thereof and in and to and under said several patents and like rights of exclusion (including extensions thereof) or any of them, all, however, at the expense of the Assignee, its successors, or assigns;

And we do hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee, its successors, or assigns, any and all patents and like rights of exclusion which may be granted in any country upon said United States application or other applications or any of them or on or for said inventions or any of them or any part thereof; and we do hereby covenant for ourselves and our legal representatives and agree with the Assignee, its successors, and assigns that we have granted no right or license to make, use, or sell said inventions or any of them or any part thereof to anyone except the Assignee, that prior to the execution of this deed our right, title, and interest in and to said inventions or any of them or any part thereof has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

04/05/2012
Date

James C. Withers
James C. WITHERS

04/05/2012
Date

Raouf Loutfy
Raouf LOUTFY

UNITED STATES OF AMERICA)
STATE OF) ss:
COUNTY OF)

On this 5th day of April, 2012, James C. WITHERS
personally appeared before me, a Notary Public in and for the above-mentioned county, to me known,
and known to me to be the individual described in and who executed the foregoing document, and he
duly acknowledged to me that he executed same for the uses and purposes therein expressed.

(SEAL)



Joanne Carrillo
Notary Public
Pine County, Arizona
My Comm. Expires 2-15-16

James C. WITHERS
Notary Public

UNITED STATES OF AMERICA)
STATE OF) ss:
COUNTY OF)

On this 5th day of April, 2012, Raouf O. Loufty
personally appeared before me, a Notary Public in and for the above-mentioned county, to me known,
and known to me to be the individual described in and who executed the foregoing document, and he
duly acknowledged to me that he executed same for the uses and purposes therein expressed.

(SEAL)



Joanne Carrillo
Notary Public
Pine County, Arizona
My Comm. Expires 2-15-16

Raouf O. Loufty
Notary Public