

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Material Technologies, Inc.	03/13/2012
RECEIVING PARTY DATA	
Name:	Palisades Capital, LLC
Street Address:	17606 Camino de Yatasto
City:	Pacific Palisades
State/Country:	CALIFORNIA
Postal Code:	90272
Name:	Corporate Legal Services, LLP
Street Address:	17606 Camino de Yatasto
City:	Pacific Palisades
State/Country:	CALIFORNIA
Postal Code:	90272
Name:	Kreuzfeld, Ltd.
Street Address:	Frohlpstr. 20
City:	Zurich
State/Country:	SWITZERLAND
Postal Code:	CH-8038
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6012337
Patent Number:	6181841
Patent Number:	6487914
Patent Number:	6647161
Patent Number:	6476377

OP \$240.00 6012337

Patent Number:

6703600

**CORRESPONDENCE DATA**

Fax Number:

Phone: 2126618000

Email: info@lmiplaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Lucas & Mercanti, LLP

Address Line 1: 475 Park Avenue South

Address Line 2: 15th Floor

Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:

1213-1001 (KREUZFELD)

NAME OF SUBMITTER:

Michael Scarpati

**Total Attachments: 5**

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## ASSIGNMENT AGREEMENT

This Assignment Agreement, effective March 13, 2012, is made by and among **Matech Corporation** ("Matech"), previously known as Material Technologies, Inc., having offices at 11661 San Vicente Blvd., Suite 707, Los Angeles, CA 90049, **Palisades Capital, LLC** ("Palisades"), having offices at 17606 Camino de Yatasto, Pacific Palisades, CA 90272, **Corporate Legal Services, LLP** ("CLS"), having offices at 17606 Camino de Yatasto, Pacific Palisades, CA 90272, and **Kreuzfeld, Ltd.** ("Kreuzfeld"), having offices at Frohalpstr. 20, CH-8038 Zurich, Switzerland.

Whereas Palisades, CLS, Kreuzfeld, and Matech have entered into an Intercreditor Agreement dated June 23, 2010 with respect to all Intellectual Property owned by Matech, and that said Agreement is valid, subsisting and binding upon the parties.

Pursuant to the Intercreditor Agreement, Palisades, CLS and Kreuzfeld completed a strict foreclosure of the title to all of the assets, including all of the Intellectual Property owned by Matech which resulted in the transfer of all of Matech's right, title and interest in the Intellectual Property to Palisades, CLS, and Kreuzfeld.

The Intellectual Property Assignment executed by Matech pursuant to the strict foreclosure dated September 8, 2010 and recorded in the US Patent Office purporting to transfer all Intellectual Property included an Exhibit 1 which included an incomplete list of the Intellectual Property. The parties are desirous of executing a further Assignment under which the patents identified in Exhibit 1 are formally transferred to Palisades, CLS, and Kreuzfeld by Matech, which confirms its desire to transfer all of its right, title and interest in the Intellectual Property identified in Exhibit 1 including any continuations, divisionals re-issues thereof and Palisades, CLS, and Kreuzfeld desire to receive such right, title and interest in the Intellectual Property.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISE  
HEREIN CONTAINED, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY  
ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:**

**First:** That Matech assigns, transfers, and conveys to the Assignees the entire right, title, and interest in and to said inventions and discoveries in the Intellectual Property disclosed and claimed in the patents identified in **Exhibit 1**, as well as any applications for Letters Patent of the United States of America, any and all other applications in the United States of America or abroad for Letters Patent on said inventions and discoveries, including all divisional, renewal, substitute, and continuation applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said application and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.

**Second:** That Palisades, CLS, and Kreuzfeld ("the Assignees"), upon execution of the within Assignment Agreement, for good and valuable consideration, will be owners of the Intellectual Property. Further, the Assignees each warrant and represent that each has taken the appropriate action to authorize, ratify and confirm the within Assignment Agreement, and that the Assignees will provide, if necessary, any additional documents, as reasonably required, to effect the within Assignment Agreement and record the transfer of ownership of the Intellectual Property at the USPTO or in any country where Matech registered the Intellectual Property.

**Third:** That Matech authorizes the Assignees to file patent applications in any or all countries for any or all of said inventions and discoveries in the Intellectual Property in the name of the Assignees or otherwise as the Assignees may deem advisable, under an International Convention or otherwise.

**Fourth:** That Matech authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to the Assignees, as assignees of the entire right, title, and interest therein or otherwise as the Assignees may direct.

**Fifth:** That Matech warrants that Matech has not conveyed to others any right, title, or interest in said inventions, discoveries, applications, or patents in the Intellectual Property or any license to use the same or to make, use, or sell anything embodying or utilizing any of said

inventions or discoveries; that Matech has good right to assign the same to the Assignees without encumbrance; and that Matech is aware of no claim to the contrary.

**Sixth:** That Matech binds our heirs, legal representatives, and assigns, as well as ourselves, to do, upon the Assignees' request and at the Assignees' expense, but without additional consideration to us or them, all acts reasonably serving to assure that said inventions and discoveries in the Intellectual Property, said patent applications, and said Letters Patent shall be held and enjoyed by the Assignees as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made and particularly to execute and deliver to the Assignees all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by the Assignees; to communicate to the Assignees all facts known to us relating to said inventions and discoveries or the history thereof; to furnish the Assignees with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conception, disclosure, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

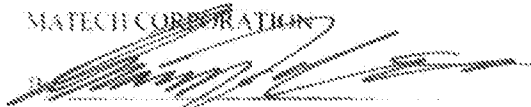
**Seventh:** That Matech, Palisades, CLS, and Kreuzfeld further agree that the within Assignment Agreement shall be governed by and construed in accordance with the substantive laws of the United States and the State of Delaware, without regard to its conflicts of law principles.

**Eighth:** That the undersigned are empowered to act and have the authority to enter into this Assignment Agreement on behalf of their respective companies.

IN WITNESS THEREOF, the parties hereto have placed their signatures hereon.

ON BEHALF OF ASSIGNOR


MATECH CORPORATION



Name: Anthony J. Cataldo  
Title: CEO  
Date:

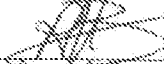
ON BEHALF OF ASSIGNEES

PALISADES, CAPITAL, LLC

By: 

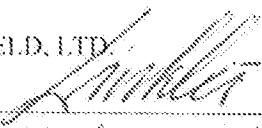
Name: Paul F. [unclear]  
Title: President  
Date:

CORPORATE LEGAL SERVICES, LLP

By: 

Name: David [unclear]  
Title: President  
Date:

KREUZFELD, LTD

By: 

Name: Markus Winkler  
Title: President  
Date:

Exhibit 1

Title: STRUCTURAL MONITORING SENSOR SYSTEM			
Country/Region	Status	Application No.	Patent No.
United States	Issued	09/097,268	6,012,337
United States	Issued	09/481,289	6,181,841
United States	Issued	09/772,182	6,487,914
United States	Issued	10/293,811	6,647,161

Title: STRUCTURAL MONITORING SYSTEM			
Country/Region	Status	Application No.	Patent No.
United States	Issued	09/430,093	6,476,377

Title: STRUCTURAL MONITORING APPARATUS			
Country/Region	Status	Application No.	Patent No.
United States	Issued	10/277,269	6,703,600