

PATENT ASSIGNMENT

Electronic Version v1.1
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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>Metamic, LLC</td> <td>06/20/2011</td> </tr> <tr> <td>New Materials Development (Austria) GmbH</td> <td>06/28/2011</td> </tr> <tr> <td>New Materials Development (Germany) GmbH</td> <td>06/28/2011</td> </tr> <tr> <td>International Materials Technologies, LLC</td> <td>06/28/2011</td> </tr> </tbody> </table>		Name	Execution Date	Metamic, LLC	06/20/2011	New Materials Development (Austria) GmbH	06/28/2011	New Materials Development (Germany) GmbH	06/28/2011	International Materials Technologies, LLC	06/28/2011
Name	Execution Date										
Metamic, LLC	06/20/2011										
New Materials Development (Austria) GmbH	06/28/2011										
New Materials Development (Germany) GmbH	06/28/2011										
International Materials Technologies, LLC	06/28/2011										
RECEIVING PARTY DATA											
Name:	Nanotec Metals, Inc.										
Street Address:	848 Kensinger Road										
City:	Lakeland										
State/Country:	FLORIDA										
Postal Code:	33815										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12312089</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12312089						
Property Type	Number										
Application Number:	12312089										
CORRESPONDENCE DATA											
Fax Number: <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	2157359302										
Email:	suzanne.chocklette@thebellesgroup.com										
Correspondent Name:	Brian L. Belles										
Address Line 1:	404 S. 16th Street										
Address Line 4:	Philadelphia, PENNSYLVANIA 19146										
ATTORNEY DOCKET NUMBER:	HOL-045-US										
NAME OF SUBMITTER:	Brian L. Belles										
Total Attachments: 28 source=assign2#page1.tif											

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ASSIGNMENT AND LICENSE BACK AGREEMENT

This Assignment Agreement (this "Agreement") is made as of March 25, 2011 (the "Effective Date"), by and between, on the one hand Metamic, LLC a Florida Corporation having a principal place of business at 848 Kensinger Road, Lakeland, Florida 33815; New Materials Development (Austria) GmbH having a principal place of business at Trimmelkam 32 A-5120 St. Pantaleon, Austria; New Materials Development (Germany) GmbH having a principal place of business at Roemerstrasse 28 D-83410 Laufen-Leobendorf Germany and International Materials Technologies, LLC having its place of business at 12711 Townepark Way Ste. 211A Louisville, Kentucky ("Assignors"), and on the other hand, Nanotec Metals, Inc. a Florida Corporation having a principal place of business at 848 Kensinger Road, Lakeland, Florida 33815 ("Assignee") (hereinafter referred to collectively as the "Parties" and individually as a "Party").

RECITALS

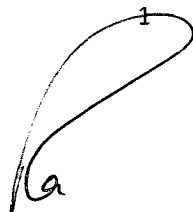
WHEREAS, Assignors are all Parties to one or more Prior Assignments recorded with the USPTO as evidenced by Exhibits 1 through 8 attached hereto and incorporated fully herein and said Assignors through said Prior Assignments have heretofore irrevocably transferred and assigned to the assignee therein, some, part or all of its rights, title and interest, on a worldwide basis, including, without limitation, in all inventions, patent applications, patents, continuations, continuations-in-part, divisionals, reissues and reexaminations and to certain proprietary information set forth therein (excluding any trademark rights) (collectively, the "Assigned Patents" as set forth in Attachment 1) for good and valuable consideration the receipt and sufficiency of which has been duly acknowledged;

WHEREAS, except for any ownership interest already held by Assignee, Assignors are the sole owners of all rights, title and interest, including, without limitation, all of its rights, title and interest, on a worldwide basis, including, without limitation, all inventions, patent applications, patents, continuations, continuations-in-part, divisional, reissue and reexaminations and to certain proprietary information set forth the Assigned Patents;

WHEREAS, Assignors have agreed to irrevocably assign and do hereby assign to Assignee all of its rights, title and interest, on a worldwide basis, including, without limitation, all inventions, patent applications, patents, continuations, continuations-in-part, divisional, reissue and reexaminations and to certain proprietary information set forth in the Assigned Patents;

WHEREAS for the avoidance of doubt, the Parties wish to memorialize such past transfers and assignments in this Agreement in order to vest and assign Assignee with all rights, title and interest, on a worldwide basis, including, without limitation, all inventions, patent applications, patents, continuations, continuations-in-part, divisional, reissue and reexaminations and to certain proprietary information set forth in the Assigned Patents;

WHEREAS, Assignors desire and agree to irrevocably assign to Assignee as of the Effective Date all of its rights, title and interest, on a worldwide basis, including, without



limitation, all inventions, patent applications, patents, continuations, continuations-in-part, divisional, reissue and reexaminations and to certain proprietary information set forth in Exhibits 1 through 8 and in the Assigned Patents, that otherwise have not been transferred and assigned to Assignee prior to the Effective Date; and

WHEREAS, to enable New Materials Development (Germany) GmbH to continue the current use of certain proprietary information and Assigned Patents in connection with its business, this Assignment is made by Assignors subject to and contingent upon Assignee concurrently providing to New Materials Development (Germany) GmbH a grant-back license to the Assigned Patents, making certain covenants not to sue or assert the Assigned Patents, in accordance with the limited license granted herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

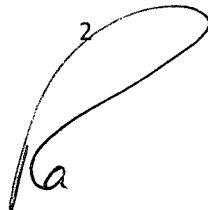
1) ASSIGNMENT

Assignors hereby irrevocably assign, convey, sell, grant and transfer and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the world in and to the Assigned Patents to the full extent of its ownership or interest therein; including, without limitation, all federal, foreign, statutory and common law and other rights in the Assigned Patents, including without limitation all trade secrets, know-how, design rights and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications and registrations therefor (and all divisionals, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications and registrations, and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Assigned Patents.

Upon Assignee's reasonable request, Assignors will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Assigned Patents.

2) CONSIDERATION

In consideration of the License Back granted by Assignee to New Materials Development (Germany) GmbH and for other good and valuable consideration the receipt of which is hereby acknowledged, Assignors hereby sells, assigns and transfers to Assignee the full and exclusive right, title and interest, to the Assigned Patents anywhere in the world to be obtained therefor on said applications and registrations and/or any continuations, divisions, renewals, substitutes or reissues thereof for the full term or terms for which the same may be granted.



Assignors also assign all of its right, title and interest, in and to the Assigned Patents in all foreign countries, and all applications for the Assigned Patents which may evolve therefrom, including the right to claim International Convention priority.

3) ASSIGNORS' COVENANTS

Assignors hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.

Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to the Patents, and the Letters Patent as may be known and accessible to Assignor and Assignor will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Patents and the Letters Patent which may be necessary or desirable to carry out the purposes hereof.

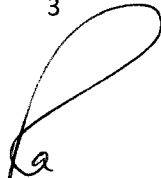
4) LICENSE

Assignee hereby grants to New Materials Development (Germany) GmbH a limited exclusive, perpetual, irrevocable (except for material uncured breach), royalty-free, fully paid license under the Assigned Patents within the Field of Use to make, use, import, export, market, offer for sale, sell, lease, rent or otherwise make available products within the Field of Use. The Field of Use shall be defined as commercial applications outside of the nuclear energy industry including any industrial applications pertaining to the generation of electricity from nuclear energy. Any Improvements will be disclosed by New Materials Development (Germany) GmbH to Assignee and shall be included herein as part of the license grant without any other consideration on the part of Assignee.

New Materials Development (Germany) GmbH is not entitled to sublicense or subcontract, in whole or in part, the rights granted to it under this Agreement. New Materials Development (Germany) GmbH shall not sell or offer to sell, directly or indirectly, any products made under the Assigned Patents to any commercial entity or end customer which New Materials Development (Germany) GmbH knows or has reason to know will sell or offer to sell to any commercial entity in the nuclear industry or otherwise outside of the Field of Use. Assignee, its affiliates and subsidiaries shall have the right, in its sole discretion, to object to any sales made by New Materials Development (Germany) GmbH with respect to products sold reasonably suspected to be used outside the Field of Use and New Materials Development (Germany) GmbH shall use reasonable commercial efforts obtain the return of all such products sold. Sales of products knowingly made by New Materials Development (Germany) GmbH outside of the Field of Use shall be considered a material and uncurable breach.

5) MISCELLANEOUS

This Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of law provisions. No delay, failure or waiver by either Party to exercise any right

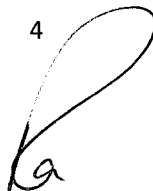
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or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

This Agreement, including any Exhibit(s) hereto which are incorporated herein by this reference, serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written), relating generally to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought.

This Agreement may be executed in multiple parts and each of which shall be deemed as an original.

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IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Metamic, LLC

By: Thomas G. Haynes III

Name: Thomas G. Haynes III

Date: June 20, 2011

Thomas G. Haynes III

In his individual capacity

Thomas G. Haynes III

Date: June 20, 2011

International Materials Technologies, LLC

By: _____

Name: _____

Date: _____

New Materials Development (Austria) GmbH

By: _____

Name: _____

Date: _____

New Materials Development (Germany) GmbH

By: _____

Name: _____

Date: _____

Nanotec Metals, Inc.

By: _____

Name: _____

Date: _____

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IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Metamic, LLC

By: _____

Name: _____

Date: _____

Thomas G. Haynes

In his individual capacity

Date: _____

International Materials Technologies, LLC

By: Walter Rajner

Name: Walter Rajner

Date: June 28, 2011

New Materials Development (Austria) GmbH i. Liquidation

By: Walter Rajner

Name: Walter Rajner

Date: June 28, 2011

New Materials Development (Germany) GmbH

By: Walter Rajner

Name: Walter Rajner

Date: June 28, 2011

Nanotec Metals, Inc.

By: _____

Name: _____

Date: _____

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Metamic, LLC

By: _____

Name: _____

Date: _____

Thomas G. Haynes

In his individual capacity

Date: _____

International Materials Technologies, LLC

By: _____

Name: _____

Date: _____

New Materials Development (Austria) GmbH

By: _____

Name: _____

Date: _____

New Materials Development (Germany) GmbH

By: _____

Name: _____

Date: _____

Nanotec Metals, Inc.

By: 

Name: FRANK BONGRAZZO

Date: 6-21-11

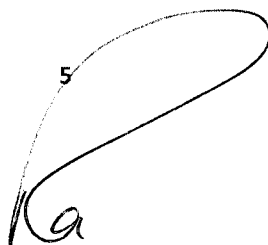
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EXHIBIT 1

ASSIGNMENT OF APPLICATION

Whereas, we, Thomas G. Haynes III of Lakeland, Florida 33815, and Martin Walcher of St. Pantaleon, Austria A-5120, hereinafter referred to as applicants, have invented certain new and useful improvements in

HIGH TEMPERATURE NANO COMPOSITE ALUMINUM ALLOY AND METHOD THEREFOR

which is a PCT application bearing Application No. _____, and filed on June 14, 2007 in the U.S. Patent and Trademark Office and having a declaration executed on a different date than this Assignment, and

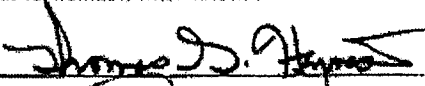

Whereas, Metamic, LLC, a corporation of Florida having a principal place of business at 848 Kensinger Road, Lakeland, Florida 33815 and New Materials Development GmbH, having a principle place of business at Trimmelkam 32 A-5120, St. Pantaleon, Austria, and here collectively referred to as "assignees," are desirous of acquiring the entire right, title and interest in the same;

Now, therefore, in consideration of the sum of one dollar (\$1.00), the receipt whereof is acknowledged, and other good and valuable consideration, we, the applicants, by these presents do sell, assign and transfer unto said assignees the full and exclusive right to the said invention in the United States and the entire rights, title and interest in and to any and all Patents which may be granted therefor in the United States, with the following provisos:

- (1) that all rights in said invention pertaining to aluminum boron carbide nuclear radiation absorbing materials shall be the exclusive property of Metamic, LLC, to the exclusion of New Materials Development GmbH; and
- (2) all rights in the invention not encompassed under proviso (1) shall reside equally in both assignees.

We, the applicants, hereby authorize and request the Director of the U.S. Patent and Trademark Office to issue said United States Patent to said assignees, of the entire right, title, and interest in and to the same, for their sole use and behoof; and for the use and behoof of their legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

And the Assignors hereby authorize and request the attorneys of WRB-IP LLP to insert in the spaces provided above the application number, and the attorney's docket number, when known.

DATE <u>8/9/07</u>	SIGNATURE <u></u> Thomas G. Haynes III
DATE <u>8/13/07</u>	SIGNATURE <u></u> Martin Walcher

Assignment of Interest in Patent

THIS AGREEMENT made as of August 2, 2008 between New Materials Development GmbH (the "Assignor") having its place of business at Trimmelkam 32, A-5120 St. Pantaleon/Austria and International Materials Technologies, LLC (the "Assignee") having its place of business at 12711 Townepark Way, Ste. 211A, Louisville, Kentucky 40243.

WHEREAS:

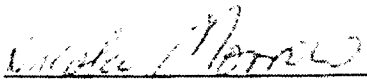
- (A) New Materials Development GmbH and Metamic LLC, 848 Kensinger Road, Lakeland, Florida 33815, are the co-owners of the US part of the PCT-Patent application PCT/US 2007/071233. Publication No. WO 2008/063708 in the area of "High temperature nano composite aluminum alloy and method therefore", of which a copy is attached hereto.
- (B) Metamic LLC has agreed that New Materials Development GmbH assigns to International Materials Technologies, LLC its one-half (1/2) interest in the US part of the above mentioned PCT-application ("Assignor's Interest");
- (C) Assignor has agreed to assign to Assignee its one-half (1/2) interest in the Patent Application as defined in (A) (the Assignor's Interest");

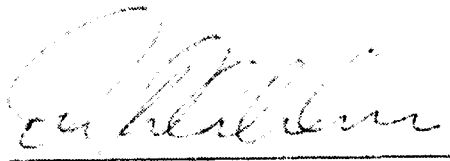
NOW THEREFORE IN CONSIDERATION OF the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

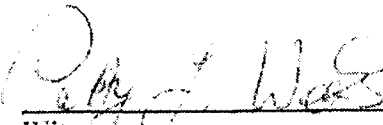
1. The Assignor hereby assigns to the Assignee or its nominee all right, title and interest of the assignor in and to the Assignor's Interest.
2. As consideration for the assignment of the Assignor's Interest to the Assignee, the Assignee will pay to the Assignor the sum of US Dollars Two thousand five hundred (US\$ 2,500.00) which shall be paid by International Wire Transfer. The amount is due in full on December 2, 2008.
3. The assignor agrees to do, execute and perform such other acts, documents and things as the Assignee may reasonably request in order to give full force and effect to the true meaning and intent of the Assignment, including but not limited to executing such documents as may be necessary or desirable to register, record, perfect or file the assignment of the Assignor's Interest with public offices and governmental authorities.

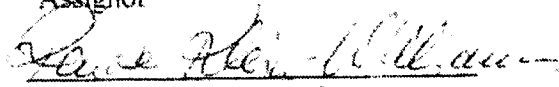
4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.
5. This Assignment constitutes the entire agreement between the Assignor and the Assignee relating to the subject matter hereof and stands in the place of any previous agreement, whether oral or in writing. No amendment to this Assignment shall be binding upon the parties unless it is in writing and executed by both parties.
6. This Assignment will enure to the benefit of and be binding upon the heirs, executors, successor and assign of the Assignee.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.


Witness


Martin Walcher for
New Materials Development GmbH
"Assignor"


Witness


Renate Klein-Williams for
*International Materials Technologies, LLC
"Assignee"

It is hereby confirmed that Metamic LLC has agreed to the assignment of New Materials Developments' one half (1/2) Interest in the US part of the PCT application as defined above to International Materials Technologies, LLC.

Aug. 6, 2008
Date

Witness

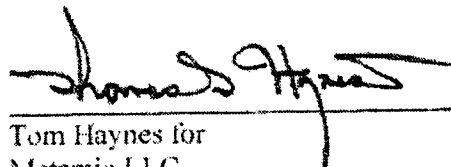

Tom Haynes for
Metamic LLC

EXHIBIT 3

ASSIGNMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00), and of other good and valuable consideration paid to the undersigned by the Assignee,

NANOTEC METALS, INC.

a corporation organized under the laws of the state of Delaware, U.S.A., domiciled at

848 Kensinger Rd., Lakeland, Florida 33815-3112,

receipt whereof is hereby acknowledged, the undersigned by these presents hereby sells, assigns, transfers, and sets over unto said assignee the entire right, title and interest in and to the invention or improvement in

"ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREFOR"

said invention being fully described and/or claimed in the application for Letters Patent of the United States of America, executed this date(s), as well as any divisional, continuing, reissue, reexamination, or other patent applications, in and for the United States, the same to be held and enjoyed by said assignee, its successors, assigns or other legal representatives, to the full ends of the terms for which all Letters Patent therefore may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

AND BY THIS COVENANT the undersigned will execute or procure any further necessary assurance of title to said invention and Letters Patent; and at any time, upon the request of said assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor to said Assignee, its successors, assigns or other legal representatives, and, upon the request of said assignee, will execute any divisional, continuing, reissue, reexamination, or other applications for patents for said invention, in the U.S., and will make all rightful oaths and do all lawful acts requisite for aiding, procuring, or maintaining the same or for aiding therein.

AND THE COMMISSIONER of Patents is hereby authorized and requested to issue any and all Letters Patent to the United States for said invention, to said assignee.

SIGNED and sealed as indicated adjacent our signatures.

METAMIC, LLC

Date: April 22, 2009

Thomas G. Haynes III
By: Thomas G. Haynes III
Title: President / CEO

Location: 848 Kensinger Road in Lakeland, FL

Witnessed Praavin Kumar

Name: PRAVIN KUMAR
(Printed or Typed)

4-22-09
Date

Witnessed Raj Sharan

Name: RAJ SHARAN
(Printed or Typed)

04/22/09
Date

EXHIBIT 4

Doclet No.: NANOTEC-A-PCT-US

ASSIGNMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00), and of other good and valuable consideration paid to the undersigned by the Assignee,

NANOTEC METALS, INC.

a corporation organized under the laws of the state of Delaware, U.S.A., domiciled at

848 Kensing Rd., Lakeland, Florida 33815-3112,

receipt whereof is hereby acknowledged, the undersigned by these presents hereby sells, assigns, transfers, and sets over unto said assignee the entire right, title and interest in and to the invention or improvement in

"ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREFOR"

said invention being fully described and/or claimed in the application for Letters Patent of the United States of America, executed this date(s), as well as any divisional, continuing, reissue, reexamination, or other patent applications, in and for the United States and all foreign countries, the same to be held and enjoyed by said assignee, its successors, assigns or other legal representatives, to the full ends of the terms for which all Letters Patent therefore may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

AND SAID ASSIGNEE IS HEREBY AUTHORIZED to make application for and to receive Letters Patent for said invention in any of said countries at its election.

AND BY THIS COVENANT the undersigned will execute or procure any further necessary assurance of title to said invention and Letters Patent; and at any time, upon the request of said assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor to said Assignee, its successors, assigns or other legal representatives, and, upon the request of said assignee, will execute any divisional, continuing, reissue, reexamination, or other applications for patents for said invention, in any country, and will make all rightful oaths and do all lawful acts requisite for aiding, procuring, or maintaining the same or for aiding therein.

AND THE COMMISSIONER of Patents is hereby authorized and requested to issue any and all Letters Patent to the United States for said invention, to said assignee.

SIGNED as indicated adjacent our signatures.

<u>Bdy Hedin</u>	<u>30/04/2009</u>
MARTIN BALOG	Date
Location: <u>4067, St. Lucia, Qld, Australia</u>	
Witnessed <u>[Signature]</u>	
Name: <u>Cheryl BERQUIST</u>	<u>30/04/2009</u>
(Printed or Typed)	Date

EXHIBIT 5

ASSIGNMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00), and of other good and valuable consideration paid to the undersigned by the Assignee,

NANOTEC METALS, INC.

a corporation organized under the laws of the state of Delaware, U.S.A., domiciled at

848 Kensinger Rd., Lakeland, Florida 33815-3112,

receipt whereof is hereby acknowledged, the undersigned by these presents hereby sells, assigns, transfers, and sets over unto said assignee its entire right, title and interest in and to the invention or improvement in

“ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREFOR”

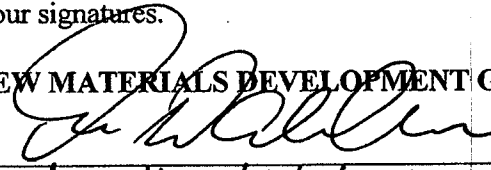
said invention being fully described and/or claimed in the application for Letters Patent of the United States of America, filed April 24, 2009, U.S. Serial No. 12/312,089, as well as any divisional, continuing, reissue, reexamination, or other patent applications, in and for the United States, the same to be held and enjoyed by said assignee, its successors, assigns or other legal representatives, to the full ends of the terms for which all Letters Patent therefore may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

AND BY THIS COVENANT the undersigned will execute or procure any further necessary assurance of title to said invention and Letters Patent; and at any time, upon the request of said assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor to said Assignee, its successors, assigns or other legal representatives, and, upon the request of said assignee, will execute any divisional, continuing, reissue, reexamination, or other applications for patents for said invention, in the U.S., and will make all rightful oaths and do all lawful acts requisite for aiding, procuring, or maintaining the same or for aiding therein.

AND THE COMMISSIONER of Patents is hereby authorized and requested to issue any and all Letters Patent to the United States for said invention, to said assignee.

SIGNED and sealed as indicated adjacent our signatures.

NEW MATERIALS DEVELOPMENT GMBH



Date: Aug. 31st, 2009

By: Martin Wotcher
Title: General Manager

Location: St. Pantaleon, Austria

Witnessed Kapier

Name: Walter Rajner
(Printed or Typed)

Aug. 31st, 2009
Date

Witnessed Budner

Name: Cornelia Budner
(Printed or Typed)

Aug. 31st, 2009
Date

EXHIBIT 6

ASSIGNMENT A

IN CONSIDERATION of the sum of One Dollar (\$1.00), and of other good and valuable consideration paid to the undersigned by the Assignee,

NANOTEC METALS, INC.

a corporation organized under the laws of the state of Delaware, U.S.A., domiciled at

848 Kensinger Rd., Lakeland, Florida 33815-3112,

receipt whereof is hereby acknowledged, the undersigned by these presents hereby sells, assigns, transfers, and sets over unto said assignee its entire right, title and interest in and to the invention or improvement in

“ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREFOR”

said invention being fully described and/or claimed in the application for Letters Patent of the United States of America, filed April 24, 2009, U.S. Serial No. 12/312,089, as well as any divisional, continuing, reissue, reexamination, or other patent applications, in and for the United States, the same to be held and enjoyed by said assignee, its successors, assigns or other legal representatives, to the full ends of the terms for which all Letters Patent therefore may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

AND BY THIS COVENANT the undersigned will execute or procure any further necessary assurance of title to said invention and Letters Patent; and at any time, upon the request of said assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor to said Assignee, its successors, assigns or other legal representatives, and, upon the request of said assignee, will execute any divisional, continuing, reissue, reexamination, or other applications for patents for said invention, in the U.S., and will make all rightful oaths and do all lawful acts requisite for aiding, procuring, or maintaining the same or for aiding therein.

AND THE COMMISSIONER of Patents is hereby authorized and requested to issue any and all Letters Patent to the United States for said invention, to said assignee.

SIGNED and sealed as indicated adjacent our signatures.

Dr. MARTIN BALOG

Date: September 7th 2009

[Signature]
By:
Title:

Location: Bratislava, Slovak rep.

Witnessed *[Signature]*
Name: Jozef Anvay
(Printed or Typed)

September 7th 2009
Date

Witnessed *[Signature]*
Name: Peter Krizik
(Printed or Typed)

September 7th 2009
Date

EXHIBIT 7

EINGEGANGEN AM 16. NOV. 2009

AGREEMENT

This Agreement is made and entered into this September 1st, 2009, by and between New Materials Development GmbH, a company organised and existing under the laws of Austria, and having its place of business at Trimmelkam 32, 5120-St. Pantaleon, Austria, hereinafter referred to as "NMD", and "IMT" International Materials Technologies LLC, a company organised and existing under the laws of Kentucky, USA and having its place of business at 12711 Townepark Way Ste. 211 A, Louisville, Kentucky 40243 USA hereinafter referred to as "IMT".

The parties hereof unanimously agree as follows:

The signed agreement as of August 2, 2008 – Assignment of Interest in Patent PCT Patent Application PCT/US 2007/071233, Publication No. WO 2008/063708 - shall be considered null and void.

All services and payments rendered thereunder shall be transferred to the respective party. "NMD" will transfer US \$ 2,500.00 back to "IMT" plus US \$ 500.00 administration/document fee. Total Amount of US \$ 3,000.00 due on September 15, 2009.


In witness whereof the parties hereto have caused this Agreement to be executed in duplicate on the date first below written.

For New Materials Development GmbH

By:

Name:

Title:


Martin Klotz
General Manager

For International Materials
Technologies LLC

By:

Name: RENATE KLEIN-WILLIAMS

Title: Vice President

EXHIBIT 8



new materials
development gmbh

Trimmelkam 32

5120 St. Pantaleon, Austria

Tel.: +43 (0)6277 62025-0

Fax: +43 (0)6277 62025-1

E-Mail: info@nmd.at, www.nmd.at

NMD - New Materials Development GmbH, Trimmelkam 32, 5120 St. Pantaleon, Austria

Übertragungsvertrag

zwischen der

New Materials Development GmbH

Trimmelkam 32

A-5120 St. Pantaleon

Österreich

gesetzlich vertreten durch

ihren Geschäftsführer

Walter Rajner

- im folgenden NMD-AT -

und der

NMD – New Materials Development GmbH

Roemerstraße 28

D-83410 Laufen

Deutschland

gesetzlich vertreten durch

ihren Geschäftsführer

Walter Rajner

- im folgenden NMD-DE -



new materials
development gmbh

Trimmelkam 32
5120 St. Pantaleon, Austria
Tel.: +43 (0)6277 62025-0
Fax: +43 (0)6277 62025-1
E-Mail: info@nmd.at, www.nmd.at

NMD - New Materials Development GmbH, Trimmelkam 32, 5120 St. Pantaleon, Austria

Präambel:

NMD-AT und NMD-DE sind wirtschaftlich verbundene Firmen. Herr Walter Rajner ist vom Selbstkontrahierungsverbot befreiter Geschäftsführer beider Firmen.

Zwischen der NMD AT und der Firma Nanotec Metals INC., 848 Kensinger Road, Lakeland, FL 33815-3112, V.St.A., besteht ein Lizenzvertrag vom (31.08.2009), der der NMD-AT Nutzungsrechte am Gegenstand der US-Patentanmeldung No. 60/854 725, der korrespondierenden PCT-Patentanmeldung PCT/US2007/071233 (veröffentlicht als WO 2008/063708) und allen aus diesen Patentanmeldungen hervorgehenden Patenten gewährt.

§ 1

NMD-AT überträgt hiermit alle Rechte und Pflichten aus dem in der Präambel genannten Lizenzvertrag kostenfrei an NMD-DE. NMD-DE nimmt die Übertragung an.

§ 2

NMD-AT erklärt, dass ihr zum Zeitpunkt des Abschlusses des vorliegenden Vertrages keine aus dem Lizenzvertrag mit der Nanotec Metals INC. resultierenden Verbindlichkeiten oder Eventualverbindlichkeiten gegenüber der Nanotec Metals INC. oder Dritten bekannt sind, übernimmt hierfür jedoch keine Haftung.

§ 3

NMD-AT übernimmt keine Haftung für die wirtschaftliche Werthaltigkeit des Lizenzvertrages mit der Nanotec Metals INC.



new materials
development gmbh

Trimmelkam 32
5120 St. Pantaleon, Austria
Tel.: +43 (0)6277 62025-0
Fax: +43 (0)6277 62025-1
E-Mail: info@nmd.at, www.nmd.at

NMD - New Materials Development GmbH, Trimmelkam 32, 5120 St. Pantaleon, Austria

§ 4

NMD-AT trägt die im Zusammenhang mit diesem Vertrag und dessen Abschluss entstehenden Kosten.

Sollte der vorliegende Vertrag nichtig oder unwirksam sein oder werden, verpflichten sich die Parteien zum Abschluss eines neuen Vertrages, der dem wirtschaftlichen Zweck des vorliegenden Vertrages am nächsten kommt. Dasselbe gilt für den Fall der Nichtigkeit oder Unwirksamkeit einzelner Bestimmungen dieses Vertrages.

§ 6

Dieser Vertrag unterliegt deutschem Recht. Als Gerichtsstand wird München vereinbart.

A-5120 St. Pantaleon, den 20. Dezember 2010

NMD New Materials Development GmbH

.....
Walter Rajner

A-5120 St. Pantaleon, den 20. Dezember 2010

NMD New Materials Development GmbH

.....
Walter Rajner

Gebühr in Höhe von € 13,20 entrichtet!

Dr. Robert AUSTALLER, öffentl. Notar, 5120 St. Pantaleon

Beurkundungsregisterzahl: 1140/2010-E

Die Echtheit der vorseitigen firmenmäßigen Fertigung des Herrn Walter RAJNER, geboren am 28.2.1955 (achtundzwanzigster Februar neunzehnhundertfünfundfünfzig), Diplom-Wirtschaftsingenieur, wohnhaft in Horner Straße 12, D-83329 Waging am See, als selbständig vertretungsberechtigter Geschäftsführer der Firma -----

-----**NMD New Materials Development GmbH,**-----

mit dem Sitz in der politischen Gemeinde Sankt Pantaleon und der Geschäftsanschrift Trimmelkam 32, A-5120 Sankt Pantaleon, wird hiermit bestätigt.-----

Aufgrund der vorgenommenen Einsichtnahme in das Firmenbuch beim Landesgericht Ried im Innkreis auf elektronischem Weg bestätige ich gemäß § 89a (Paragraph neunundachtzig a) der Österreichischen Notariatsordnung die Vertretungsberechtigung des Herrn Walter RAJNER in der erwähnten Funktion am heutigen Tag für die im Firmenbuch des Landesgerichtes Ried im Innkreis zu FN 273845 p eingetragene NMD New Materials Development GmbH.-----

Weiters wird die Echtheit der vorseitigen firmenmäßigen Fertigung des Herrn Walter RAJNER, geboren am 28.2.1955 (achtundzwanzigster Februar neunzehnhundertfünfundfünfzig), Diplom-Wirtschaftsingenieur, wohnhaft in Horner Straße 12, D-83329 Waging am See, als selbständig vertretungsberechtigter Geschäftsführer der Firma -----

-----**NMD New Materials Development GmbH,**-----

mit dem Sitz in der politischen Gemeinde Laufen und der Geschäftsanschrift Römerstraße 28, D-83410 Laufen, hiermit bestätigt.-----

Aufgrund der vorgenommenen Einsichtnahme im Handelsregister des Amtsgerichtes Traunstein auf elektronischem Weg bestätige ich gemäß § 89a (Paragraph neunundachtzig a) der Österreichischen Notariatsordnung die Vertretungsberechtigung des Herrn Walter RAJNER in der erwähnten Funktion am heutigen Tag für die im Handelsregister des Amtsgerichtes Traunstein zu HRB 19936 eingetragene NMD New Materials Development GmbH.-----

Sankt Pantaleon, am 20.12.2010 (zwanzigster Dezember zweitausendzehn)-----



[Handwritten Signature]
ÖFFENTLICHER NOTAR

PATENT

REEL: 029226 FRAME: 0947

ATTACHMENT 1

DOCKET NO	TITLE	COUNTRY	STATUS	TYPE	App Date	App No
HOL-045-CN	ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	China	Pending	Patent	14-Jun-07	200780039923.60
HOL-045-EP	ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	EPO	Pending	Patent	14-Jun-07	7868308.30
HOL-045-JP	ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	Japan	Pending	Patent	14-Jun-07	2009-534721
HOL-045-KR	ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	Korea (South)	Pending	Patent	14-Jun-07	10-2009-7008655
HOL-045-PCT	ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	PCT	Inactive	Patent	14-Jun-07	PCT/US200771233
HOL-045-US	ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	United States of America	Pending	Patent	24-Apr-09	12312089.00

PATENT

REEL: 029226 FRAME: 0949

RECORDED: 11/01/2012