PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

EPAS ID: PAT2665835

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT	
CONVEYING PARTY DATA			
N		Name	Execution Date
SETH A. MILLER 12/05/2013			
RECEIVING PARTY DATA			
Name:	ESIONIC ES, INC.		
Street Address:	1455 ADAMS DRIVE		
Internal Address:	SUITE 1630		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Property Type Application Number: 14034		Number 359	
CORRESPONDENCE DATA			
Fax Number:(650)320-7701Phone:(650) 320-7700			
Email: patentsv@nixonpeabody.com			
Correspondence will be sent via US Mail when the email attempt is unsuccessful. Correspondent Name: MARIA S. SWIATEK			
Address Line 1: P.O. BOX 60610			
Address Line 4: PALO ALTO, CALIFORNIA 94306			
NAME OF SUBMITTER:		MARIA S. SWIATEK	
Signature:		/Maria S. Swiatek/	
Date:		01/02/2014	
Total Attachments: 2 source=057472-057_AS#page1.tif source=057472-057_AS#page2.tif			

ASSIGNMENT

WHEREAS, the undersigned, Seth A. MILLER, a resident of Englewood, Colorado, (hereinafter termed "Inventor"), has invented certain new and useful improvements in *Liquid Composite Compositions Using Non-Volatile Liquids and Nanoparticles and Uses Thereof* for which invention I have executed a United States Patent Application having Serial Number 14/034,359, and Filing date September 23, 2013, and which invention is fully described in the specification pertaining to said application.

WHEREAS, eSionic ES, Inc. (hereinafter termed "Assignee"), a body having corporate powers under the laws in Delaware, having a place of business at <u>1455 Adams Drive</u>, <u>Suite 1630</u>. <u>Menlo Park, CA 94025</u>, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention, and any later filed United States utility or foreign applications claiming priority to said application; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any applications which is a priority application, utility, division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extension of any of said patents; and (e) all claims for damages by reason of past infringement of said patents, with the right to sue for and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt

PATENT REEL: 031882 FRAME: 0526 production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting utility, substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefore and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his respective heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee this $\underline{}$ day of $\underline{}$ day of $\underline{}$ day of $\underline{}$

Seth A. MILLER

State of <u>Colorado</u>) County of <u>Boulder</u>) ss.

On this 5TH day of <u>Recamber</u>, in the year 2013, before me, <u>Jenny L. Austin</u> Notary Public of the State of Colorado in the County of <u>Boulder</u>, personally appeared <u>Seth A. MILLER</u>, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal. Signature MM A USTA

(S⇔l) JENNY L AUSTIN Notary Public State of Colorado Notary ID 20134034645 My Commission Expires Jun 5, 2017

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Page 2 of 2

PATENT REEL: 031882 FRAME: 0527

RECORDED: 01/02/2014