

02/18/2014

Form PT O-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 04/30/2015)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103666120

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Kryodyne Industries, LLC—A Nevada Limited Liability Company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 12-16-2013

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: George A Edwards

Internal Address: _____

Street Address: 1434 Schoolhouse WayCity: San MarcosState: CaliforniaCountry: San DiegoZip 92078Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

US 6,196 0031B1

US 6,408.630 B2

Additional numbers attached? ☐ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: George A Edwards

Internal Address: _____

Street Address: 1434 Schoolhouse WayCity: San MarcosState: CaliforniaZip: 92078Phone Number: 760-750-1997

Docket Number: _____

Email Address: geontime@aol.com6. Total number of applications and patents involved: TWO7. Total fee (37 CFR 1.21(h) & 3.41) \$80.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

01 FC:8021

December 16, 2013

Date

9. Signature:

Signature

George A Edwards

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1460, Alexandria, V.A. 22313-1460

PATENT

REEL: 032241 FRAME: 0703

ABANDONMENT OF MEMBERSHIP INTEREST

This Abandonment of Membership Interest (this "Abandonment") is effective as of the 13 day of NOVEMBER, 2013 (the "Effective Date"), by and between Charles Laughlin, as Trustee of the Laughlin/Sage Family Trust, and Karen Sage, as Trustee of the Laughlin/Sage Family Trust (collectively, the "Abandoning Parties") and Kelly Nuttall, an individual (the "Remaining Voting Member").

Recitals

A. The Abandoning Parties are the owners of 3,000 Class A Units (the "Membership Interest") in Kryodyne Industries, LLC, a Nevada limited liability company (the "Company"). The Members of the Company adopted that certain Operating Agreement dated February 2, 2012 (the "Operating Agreement"). Any capitalized term used in this Assignment and not otherwise defined herein shall have the same definition as set forth in the Operating Agreement.

B. The Abandoning Parties desire to abandon all of their right, title and interest in and to the Membership Interest and withdraw from the Company as of the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Abandonment. The Abandoning Parties hereby abandon all of their right, title and interest in and to the Membership Interest, effective as of the Effective Date. From and after said date, the Abandoning Parties shall have no further rights, obligations or duties with respect to the Membership Interest or the Company, and the Abandoning Parties shall cease to be Members of the Company and shall have no further interest, economic or otherwise, in the Company. Additionally, Charles Laughlin and Karen Sage hereby resign as manager, director, officer, or any other similar management role that such individuals occupied on behalf of the Company.

2. Company and Other Member Consent. Notwithstanding any provision in the Operating Agreement to the contrary, the Company and the Remaining Voting Member recognize the forgoing abandonment by the Abandoning Parties' of their Membership Interest, acknowledge and agree that the Abandoning Parties shall have no further interest in Company as of the Effective Date, and accept the resignations of Charles Laughlin and Karen Sage as manager, director, officer, or any other similar management role that such individuals occupied on behalf of the Company. The Company and Remaining Voting Member, on behalf of themselves, and their respective heirs, successors and assigns (collectively, the "Releasors"), further agree to irrevocably and unconditionally release, waive and forever discharge the Abandoning Parties, their respective heirs, successors and assigns, from any and all charges, complaints, claims, penalties and interest in any and all liabilities of any kind, including attorneys' fees, interest, expenses, penalties and costs of any nature whatsoever known or unknown, suspected or unsuspected (hereinafter referred to as the "Claims" or "Claim"), which Releasors have or claim to have had or which Releasors at any time heretofore had or claimed to

have had arising from or related to the Membership Interest or the Company. The parties understand the word "Claim" or the word "Claims" to include all actions, claims, complaints and grievances, whether actual or potential, known or unknown which heretofore have been, and which may be hereafter sustained by the parties.

3. Miscellaneous.

(a) Successors and Assigns. This Abandonment shall inure to the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

(b) Counterparts. This Abandonment may be executed in any number of counterparts and by facsimile or other electronic signatures with the same effect as if all of the parties hereto were to have physically signed the same document at the same time and at the same place. All counterparts shall be construed together and shall constitute this Abandonment.

(c) Legal Representation and No Reliance. All parties represent and agree that each has had the full and fair opportunity to discuss all aspects of this instrument including, but not limited to, the release of claims, with an attorney of their choice and that they carefully have read and understand the terms hereof and that they are voluntarily executing this Abandonment.

IN WITNESS WHEREOF, the parties to this instrument have duly executed it to be effective as of the Effective Date.

"Abandoning Parties"

The Laughlin/Sage Family Trust

By: 

Charles Laughlin, Trustee

The Laughlin/Sage Family Trust

By: 

Karen Sage, Trustee

"Remaining Voting Member"


Kelly Nuttall

Agreed and Acknowledged:

Kryodyne, LLC,
a Nevada limited liability company


Kelly Nuttall, CEO

ASSIGNMENT OF MEMBERSHIP INTEREST
(Kryodyne Industries, LLC)

KELLY NUTTALL, an individual ("Assignor"), for good and valuable consideration, hereby assigns, transfers and conveys to GEORGE EDWARDS, an individual ("Assignee"), all of Assignor's membership interest in KRYODYNE INDUSTRIES, LLC, a Nevada limited liability company (the "Company"), which consists of 1,350 Class C Units in the Company.

This Assignment is effective immediately and hereafter, said Assignee shall have the right to receive from the Company the share of the Company profits, losses, and distributions to which the Assignor would otherwise be entitled, and the right to the return from the Company, on its dissolution, the Assignor's interest in the Company.

Dated as of the ____ day of _____, 2013.



KELLY NUTTALL, Assignor

STATE OF NEVADA)
) ss:
COUNTY OF WASHOE)

On the ____ day of _____, 2013, personally appeared before me, a notary public, KELLY NUTTALL, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

NOTARY PUBLIC

*See Attached California
all-Purpose Acknowledgment*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego

On 12-10-2013 before me,

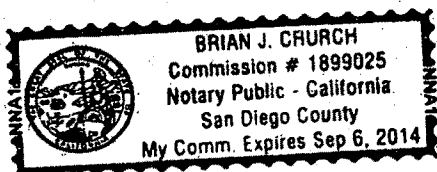
Brian J. Church Notary

Here Insert Name and Title of the Officer

personally appeared Kelly Nuttall

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the ~~persons~~ whose ~~name(s) is/are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their ~~signature(s)~~ on the instrument the ~~persons~~, or the entity upon behalf of which the ~~person(s)~~ acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Brian J. Church

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment of Membership Interest

Document Date: 12-10-2013

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____