

03/20/2014

Form PTO-1595 (Rev. 06-12)
OMB No. 0651-0027 (exp. 04/30/2015)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office103666682
PATENTS ONLY

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)U.S. Wax & Polymer, Inc.
17625 E. Euclid Ave.
Spokane, WA 99216Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) February 18, 2014

- ☒ 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: Nikken International, Inc.

Internal Address: _____

Street Address: 52 DiscoveryCity: IrvineState: CACountry: USA Zip: 92618Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☒ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

US D657,543 SUS 7,931,577 B2Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Nikken International, Inc.Internal Address: Attn. Kurt H. FulleStreet Address: 52 DiscoveryCity: IrvineState: CA Zip: 92618Phone Number: 949-789-2000 ext. 2262

Docket Number: _____

Email Address: KurtF@Nikken.com**6. Total number of applications and patents involved:**2**7. Total fee (37 CFR 1.21(h) & 3.41) \$**80

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

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:Kurt H. Fulle
SignatureKurt H. Fulle
Name of Person Signing3-4-2014
DateTotal number of pages including cover sheet, attachments, and documents: 03/20/2014 KNGUYEN 00000000 D657543Documents 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 1450, Alexandria, V.A. 22313-1450

88.00 OP

PATENT**REEL: 032501 FRAME: 0676**

1. Additional name of Conveying parties

Tab Licensing Company, LLC
17625 E. Euclid Ave.
Spokane WA 99216

PATENT ASSIGNMENT

This **Patent Assignment** (hereinafter referred to as the "Assignment") is made and entered into on February 18th, 2014 by and between the following parties:

U.S. Wax & Polymer Inc.
a Delaware Corporation
17625 E. Euclid Ave.
Spokane, WA 99216

and

Tab Licensing Company, LLC
a Washington Limited Liability Company
17625 E. Euclid Ave.
Spokane, WA 99216

(the "Assignor")

AND

Nikken International, Inc.
a Delaware Corporation
52 Discovery
Irvine, CA 92618

(the "Assignee")

WHEREAS, the Assignor is the sole and rightful owner of certain ideas, inventions patent applications therefor and patents thereon (collectively referred to as the "Patents") set forth in **Exhibit A** attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's rights, titles and interests in and to the Patents; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the parties hereby agree as follows:

1. ASSIGNMENT.

The Assignor does hereby sell, assign, transfer and set over to Assignee 100% of its rights, titles and interests in the Patents to Assignee for the entire term of the Patents and any reissues or extensions and for the entire term of any patents, reissues or extensions that may issue from foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of the Patents. The right, title, and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the patent and/or patent

applications set forth in **Exhibit A** to Assignee as receipt of Assignor's rights, titles and interests therein.

Assignor further agrees to: (a) cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications, and instruments of transfers; and (c) perform such acts as Assignee lawfully may request to obtain or maintain the Patents and any and all applications and registrations for the invention in any and all countries.

2. PAYMENT.

In consideration of this Assignment, and of the promises and covenants contained herein, Assignee shall pay to Assignor a fee in the amount of \$15,000 (fifteen thousand dollars), payable to U.S. Wax & Polymer, Inc. upon the execution of this agreement.

3. WARRANTY.

Assignor warrants that Assignor is the legal owner of all rights, titles and interests in the Patents, that the Patents should not have been previously pledged, assigned or encumbered and that this Assignment does not infringe on the rights of any person.

4. GOVERNING LAW.

This Assignment is governed by, and is to be construed in accordance with the laws of the State of California.

5. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

6. COUNTERPARTS.

This Assignment may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

7. SEVERABILITY.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot agree to a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this agreement, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded; and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

8. ADVICE OF COUNSEL.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT

LEGLA COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS whereof, the Assignor and Assignee has executed this Assignment as of February 18th, 2014 the Effective Date.

Assignor:

Thomas Bove
Thomas Bove
President of U.S. Wax & Polymer, Inc.

Assignor:

Thomas Bove
Thomas Bove
Member of Tab Licensing Company, LLC

Assignee:

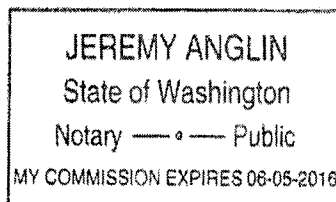
Kurt H. Fulle
Kurt H. Fulle
President and CEO of Nikken International, Inc.

State of WASHINGTON)
)
County of SPOKANE) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT THOMAS BOVE personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THOMAS BOVE signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 18th day of FEBRUARY, 2014.

Jeremy Anglin
Signature of Notary Public
(Seal)



Jeremy Anglin
Printed Name of Notary

My commission expires on June 5th, 2016.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

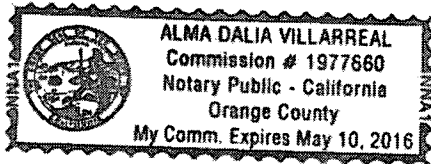
CIVIL CODE § 1189

State of California

County of Orange

On 2-25-2014 before me, Alma Dalia Villarreal, Notary Public

personally appeared Kurt H. Fulle



who proved to me on the basis of satisfactory evidence to be the person(s) 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 person(s), 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: [Signature]

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: Patent Assignment - US work + Pdy, inv. for, Tel. Keweenaw Company, LLC

Document Date: February 18, 2014 Number of Pages: 4

Signer(s) Other Than Named Above: No other signers

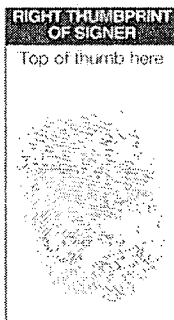
Capacity(ies) Claimed by Signer(s)

Signer's Name: Kurt H. Fulle

☒ Corporate Officer — Title(s): President + CEO

- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____



Signer's Name: _____

☐ Corporate Officer — Title(s): _____

- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

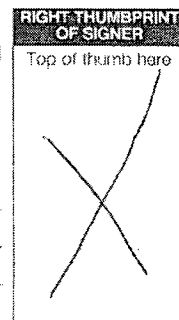


EXHIBIT A

1. Shoe Sole Insert
United States Patent No.: US D657,543 S
Patent Date: April 17, 2012
(see attached patent)
2. Magnetic Field Applicator System
United States Patent No.: US 7,931,577 B2
Patent Date: April 26, 2011
(see attached patent)