

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROTEC SPECIAL PROJECTS B.V.	02/14/2013
RECEIVING PARTY DATA	
Name:	TECHNOLOGIES HOLDINGS CORPORATION
Street Address:	3737 WILLOWICK ROAD
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77019
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14100796
CORRESPONDENCE DATA	
Fax Number:	(214)661-4668
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	214,953.6559
Email:	PTOMail1@bakerbotts.com
Correspondent Name:	BAKER BOTTS L.L.P.
Address Line 1:	2001 ROSS AVENUE
Address Line 2:	SUITE 600
Address Line 4:	DALLAS, TEXAS 75201
ATTORNEY DOCKET NUMBER:	076263.0539
NAME OF SUBMITTER:	JUDY BAGGETT
SIGNATURE:	/judy baggett/
DATE SIGNED:	06/11/2014
Total Attachments: 7	
source=539assign2#page1.tif	
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PATENT

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Agreement"), dated October 18th 2012 (the "Effective Date"), is entered into by and between Rotec Special Projects B.V. ("Assignor" or "Rotec"), a corporation with an address of Verlengde Gildenweg 30, NL-8304 BK Emmeloord, The Netherlands, and Technologies Holdings Corporation ("Assignee"), a Nevada corporation, having an address of 3737 Willowick Road, Houston, Texas 77019. Rotec and Technologies Holdings Corporation shall be collectively referred to as "Parties."

WHEREAS, Rotec is listed as the owner of the patent properties listed in the attached Exhibit A, and desires to assign certain Intellectual Property Rights in and to the patent properties to Technologies Holdings Corporation;

WHEREAS, Technologies Holdings Corporation desires to acquire certain Intellectual Property Rights in and to the patent properties to enable commercial exploitation of it; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Definitions

1.1 "Assigned Patents" shall mean the patent properties listed in the attached Exhibit A, together with all continuations, continuations-in-part, reissues, extensions, reexamination certificates, revivals, or renewals thereof, and all worldwide counterparts thereof (including, without limitation, certificates of invention, utility models, and other patent equivalents), as well as all continuations, continuations-in-part, reissues, extensions, reexamination certificates, revivals, or renewals of such counterparts (collectively the "Assigned Patents"). The Assigned Patents shall further include any and all patent applications of any inventors of any of the foregoing if, upon filing or issuance, such patent applications would fall within any of the categories of patents or patent equivalents described in the previous sentence.

1.2 "Royalties" shall mean any and all gross amounts of royalties, fees, and other revenue paid or payable by a third party that are due to Assignor as of the Effective Date, or that become due or otherwise accrue to Assignor any time after the Effective Date so long as such royalties, fees, and other revenue are paid in consideration for or otherwise attributed to a license to one or more of the Assigned Patents.

1.3 "Royalty Agreements" shall mean any and all agreements between Assignor and any third parties that include subject matter or terms governing or otherwise imposing obligations with respect to the payment of Royalties.

1.4 "Subsidiary" shall mean any subsidiary corporation or business entity at least 50% of whose voting interests are owned or controlled directly or indirectly by a party to this Agreement.

1.5 “**Intellectual Property Rights**” shall mean any and all rights that may exist from time to time in this or any other jurisdiction, whether foreign or domestic, under patent law, copyright law, publicity rights law, moral law, trade secret law, semiconductor chip protection law, trademark law, unfair competition law or other similar protections. Intellectual Property Rights shall include all of these rights and protections regardless of whether or not such rights or protections are registered or perfected.

Section 2. Assignment

2.1 To allow the commercial exploitation of the Assigned Patents, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees to and hereby assigns to Assignee, its successors and assigns, all right, title, and interest in and to the Assigned Patents and the inventions described and claimed therein, including the rights of exclusivity, transferability, and the right to sue.

2.2 Assignor agrees to and hereby assigns to Assignee, as of the Effective Date and without any further consideration, any and all of Assignor’s rights to Royalties. Assignor expressly represents to Assignee that Assignor has the right to assign such Royalties to Assignee. Assignor agrees to notify Assignee as to the existence of and provide Assignee with an executed copy of any and all Royalty Agreements both within ten (10) days of the Effective Date. Assignor agrees to notify all licensees of any of the Assigned Patents as to the existence of this Agreement within ten (10) days from the Effective Date. Assignor further agrees to provide written instructions to such licensees that include: (1) directing and communicating all payment and accounting of Royalties to Assignee; (2) allowing Assignee the same auditing and inspection rights as previously permitted Assignor and/or any Royalty Agreements; (3) continuing all records, reporting, and accounting practices as previously required by Assignor and/or any Royalty Agreements; (4) otherwise continuing all obligations related to Royalties that are imposed on such licensees by Assignors and/or any Royalty Agreements. As reasonably necessary to vest with Assignee all rights to the Royalties, Assignor further agrees to execute separate and additional assignment agreements to Assignee for each of the Royalty Agreements. Assignor hereby represents and warrants to Assignee that: (1) Assignor has not defaulted on any obligations imposed by or otherwise breached any of the Royalty Agreements; (2) such Royalty Agreements are valid and enforceable; (3) no other Agreements have modified the terms of or replaced any of the Royalty Agreements.

2.3 Assignor agrees to and hereby assigns to Assignee, as of the Effective Date and without any further consideration, all rights to sue and recover damages by reason of past infringement of such Assigned Patents, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, and legal representatives, to the end of the term or terms for which such Assigned Patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

2.4 Assignor hereby agrees, at the direction of Assignee at any time upon request, to execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to

such Assigned Patents, and the inventions described therein, to Assignee and its successors, assigns, and legal representatives.

2.5 Assignor hereby agrees, at the direction of Assignee at any time upon request, to cooperate with and assist in the preparation, execution, and delivery of any documents, papers, affidavits, applications and/or assignments reasonably necessary to obtain any Intellectual Property Rights in and to inventions described in the Assigned Patents in Assignee's name as Assignee deems appropriate.

2.6 Assignor hereby agrees, at the direction of Assignee at any time upon request, to cooperate with and assist Assignee in the enforcement or defense of any Intellectual Property Rights in and to the Assigned Patents against any third party.

Section 3. *Consideration*

3.1 Assignor acknowledges that it has received sufficient good and valuable consideration from Assignee and/or any Subsidiaries or affiliated companies of Assignee in conjunction with the following agreements:

Contract for the Development of a Stationary Stand Alone Milk Robot and Assistance Contract dated June 1, 2009 by and between Boumatic, LLC and Rotec Engineering BV;

Engineering Services Agreement dated February 25, 2010 by and between Boumatic LLC and Rotec Engineering BV;

Supplemental Engineering Services Agreement dated July 2, 2010 by and between Boumatic LLC and Rotec Engineering BV;

Amendment to Supplemental Engineering Services Agreement dated July 2, 2010 by and between Boumatic LLC and Rotec Engineering BV; and

Supplemental Engineering Services Agreement dated February 9, 2010 by and between Boumatic LLC and Rotec Engineering BV.

Section 4. *Term of Agreement; Termination*

4.1 The term of this Agreement shall be from the Effective Date until the expiration of the last to expire of the Assigned Patents.

Section 5. *Warranty*

5.1 Assignor represents and warrants that it has the full right and power to grant the assignment herein, and that there are no outstanding agreements (including but not limited to agreements creating any security interest), assignments, or encumbrances inconsistent with the provisions of this Agreement.

5.2 Assignor represents and warrants that to the best of its knowledge, neither it nor any third party has engaged in any conduct, misconduct, activity, or inactivity that adversely affects the scope or validity of the Assigned Patents.

5.3 Assignor represents and warrants that to the best of its knowledge, no other person or entity may claim inventorship or ownership rights in and to the Assigned Patents.

Section 6. *Communications*

6.1 Any notices or other communications required or permitted to be given hereunder shall be given in writing by courier delivery or electronic transmission to the addresses identified for each party in the above recitals.

Section 7. *Maintenance of Patents*

7.1 For any of the Assigned Patents, Assignee may at its sole option, determine whether or not to pay maintenance fees (or foreign equivalents such as annuities or taxes) required to keep such Assigned Patents enforceable.

Section 8. *Miscellaneous*

8.1 This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided herein or as set forth on or after the date hereof in a writing signed by a duly authorized representative of each party intending to be bound thereby.

8.2 The headings found in this Agreement are for reference purposes only and are to be given no effect in the construction of this Agreement.

8.3 This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall, together, constitute one and the same instrument.

8.4 If any provision of this Agreement or the application of any such provision to any person or circumstance, shall be judicially declared to be invalid, unenforceable or void, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefor another provision that is legal and enforceable and that achieves the same objective.

8.5 The observance of any term of this Agreement may be waived (either generally or in a particular instances and either retroactively or prospectively) by the party entitled to enforce such term, but such waiver shall be effective only if it is in writing signed by the party against which such waiver is to be asserted. Unless otherwise expressly provided in this Agreement, no delay or

omission on the part of any party in exercising any right or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right or privilege under this Agreement operate as a waiver of any other right or privilege under this Agreement nor shall any single or partial exercise of any right or privilege preclude any other or further exercise thereof or the exercise of any other right or privilege under this Agreement.

8.6 The parties agree that this Agreement shall be governed by and construed and interpreted in accordance with the substantive laws of the United States of America, without giving effect to principles relating to conflict of laws. Any suit hereunder will be brought solely in the federal or state courts in the United States of America and the parties hereby submit to the personal jurisdiction thereof and agree that venue is proper therein.

8.7 Nothing in this Agreement is intended to require Assignor and Assignee to violate the proprietary or intellectual property rights of any third party person.

8.8 Assignor and Assignee agree to execute and deliver such further instruments and documents, and take such further actions, as may be reasonably requested by the other party in order to evidence more fully the transactions contemplated by this Agreement, provided that such further instruments and actions shall not, unless otherwise agreed, require either party to incur any obligation in addition to the obligations undertaken or assumed elsewhere in this Agreement.

8.9 Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, any legal claim or equitable right, remedy, or claim under or with respect to this Agreement or any provision contained herein. The provisions set forth in this Agreement are for the sole benefit of Assignor and Assignee.

8.10 Assignor shall notify Assignee in writing within thirty days (30) of its knowledge of any infringement of the Assigned Patents or of any legal proceeding related to the Assigned Patents to which Assignee is not a party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly signed and with effect from the date first above written.

Rotec Special Projects B.V.

By: 
Henk Hofman, President

Date: 14-02-2013

Technologies Holdings Corporation

By: 
William Coe, Chief Financial Officer

Date: 14-2-2013

EXHIBIT A

COUNTRY	APPLICATION NUMBER
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Netherlands	NL20102004272
PCT	PCT/NL2011/050111
United States	13/588,770
Europe	11712025.3
Canada	2,789,973
Australia	2011216592
New Zealand	602253

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