

Form PTO-1495 (Rev. 03-11)
OMB No. 0651-0027 (exp. 04/30/2015)

06/25/2014



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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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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)

Steven Kirchnavy and Roland Aldridge

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

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

Execution Date(s) May 30th, 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: Advanced Micro Instruments, Inc.

Internal Address: _____

Street Address: 18269 Gothard Street

City: Huntington Beach

State: CA

Country: U.S. Zip: 92648

Additional 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)

U.S. Patent Number 5,728,289
U.S. Patent Number 6,675,629
U.S. Patent Number 7,316,768

Additional numbers attached? ☐ Yes ☒ No

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

Name: Julie Wells

Internal Address: _____

Street Address: 1000 Ridgeway Loop Road, Suite 200

City: Memphis

State: TN Zip: 38120

Phone Number: 901-525-6781

Docket Number: _____

Email Address: jwells@evanspetree.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

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

8. Payment Information

Deposit Account Number _____

Authorized User Name: GUYEN1 00000001 5728289

9. Signature:

Signature

June 17th, 2014

Date

Julie Wells
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

10

Documents 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

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "**Agreement**") is entered into this 30th day of May, 2014, by and among Steven Kirchnavy, an individual ("**Steven Kirchnavy**") and Roland Aldridge ("**Roland Aldridge**"), an individual (each, an "**Assignor**" and collectively, the "**Assignors**") and Advanced Micro Instruments, Inc., a Delaware corporation (the "**Assignee**").

RECITALS

A. Assignee operates a business utilizing certain Intellectual Property directly or indirectly relating to the manufacture, marketing, distribution and sale of certain gas analyzers and gas sensors (including but not limited to oxygen sensors, oxygen analyzers and hydrogen sulfide analyzers), and other products.

B. Assignors collectively own all of the issued and outstanding shares of capital stock of Assignee (the "**Shares**"). Assignors are the inventors of the patented technology, which is described in certain patents entitled (i) "Sensor Cell Holder for Gas Analyzer," U.S. Patent Number 5,728,289, (ii) "Method of and Instrument for Analyzing a Gas," U.S. Patent Number 6,675,629 and (iii) "Gas Sensor and Method of Manufacture," U.S. Patent Number 7,316,768 (collectively, the "**Patents**").

C. Assignors and Assignee have entered into that certain Stock Purchase Agreement with AMI Holdco, Inc., a Delaware corporation ("**Purchaser**") of even date herewith (the "**Stock Purchase Agreement**") that requires Assignors to execute and deliver an assignment of any interest that they may have in the Intellectual Property as a condition of closing.

D. Assignors and Assignee desire to confirm, for the benefit of Purchaser, that Assignee holds all right, title and interest in and to the Intellectual Property, and all proprietary interests therein.

E. "**Intellectual Property**" or "**IP**" shall mean (i) all inventions, ideas, concepts, designs, materials, methods or processes, and the like, whether or not patentable; (ii) all works of authorship and copyrightable subject matter; (iv) all improvements, modifications, developments, or derivative works relating to any of the IP; (v) all trademarks, service marks, trade names, domain names, or trade dress; and (vi) all worldwide intellectual property rights and other proprietary rights relating to any of the foregoing, including without limitation all patents, patent applications, international patent rights and rights of priority, copyrights and copyright registrations, trademark rights and trademark registrations, and all related certifications, applications and registrations of such intellectual property rights. The terms "**Intellectual Property**" and "**IP**" shall include, but shall not be limited to, all intellectual property now in existence or hereinafter arising, and whether owned, acquired, created, authored, conceived or reduced to practice (actually or constructively) by Assignor, alone or jointly with any third party, including, without limitation, the Patents, any other patents, or any pending patent applications; any trademark registrations or pending trademark applications; and any copyrights.

F. **"Tangible Property"** shall mean all tangible items relating to or embodying the Intellectual Property, and all improvements thereto, including without limitation, all deliverables, drawings, documents, specifications, prototypes, models, software, hardware, test results, reports, molds, tooling, and the like, and all media containing any of the foregoing, regardless of the party which prepared or provided such property and things.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the respective covenants, agreements, representations and warranties contained herein, the parties, intending to be legally bound, agree as follows:

1. **Assignment and Transfer of Intellectual Property.** Assignors each agree to immediately disclose to Assignee any Intellectual Property of which he becomes aware, and further agrees to assign and does hereby irrevocably assign to Assignee, without any additional compensation, any and all worldwide right, title and interest he has or may obtain, individually, derivatively through the ownership of any entity that they may now or hereafter control or otherwise, in the Intellectual Property and Tangible Property, including (i) all claims and causes of action for infringement, and any other remedies arising out of any violation of the rights assigned hereby and/or the rights related to the Intellectual Property and the Tangible Property, in either case whether those claims, causes of action or rights accrued before this Agreement or will accrue hereafter (including but not limited to, the right to sue for, collect, and retain damages for past infringements of any patents and all legal rights to enforce against third parties and to retain the entire proceeds therefrom). For the avoidance of doubt, Assignors each hereby quit claims to Assignee and forever waives and releases, any and all right, title and/or interest that each may have in and to (i) the Intellectual Property, and the Tangible Property, including the Patents and all other proprietary interests therein, and (ii) any ownership or equity interest in any entity claiming any interest (by way of ownership or license) in the foregoing.

2. **Ratification of Existing Agreement.** Steven Kirchnavy and Roland Aldridge each executed an Employee Proprietary Information and Inventions Agreement on or about May 31, 2014 (the "**Proprietary Information Agreement**") whereby they each assigned, subject to certain exceptions, all right, title and interest that they each had in to all inventions and proprietary rights thereto and agreed to certain continuing covenants, obligations and restrictions. Assignors each ratify and affirm the effectiveness of the Proprietary Information Agreement and Assignors' continuing covenants, obligations and restrictions thereunder. Steven Kirchnavy and Roland Aldridge each covenant and agree not to take any action or assist others in taking any action challenging or opposing, on any grounds whatsoever, the validity thereof.

3. **Further Assurances.** Assignors each agree that, upon request and without compensation therefor, but at no expense to Assignors, and whether during the term of this Agreement or thereafter, Assignors will do all lawful acts, including the execution of papers and lawful oaths and the giving of testimony, that in the opinion of the Assignee may be necessary or desirable in obtaining, sustaining, reissuing, extending and enforcing any of the Intellectual Property and for perfecting, affirming, maintaining and recording Assignee's complete ownership and title thereto, and to otherwise cooperate in all proceedings and matters relating thereto.

4. **Limited Power of Attorney.** In the event that either of the Assignors cannot be located or is unable or unwilling to sign documents as may be required hereunder, such Assignor hereby appoints Assignee as such Assignor's attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. Assignors each hereby acknowledge and agree that this appointment is coupled with an interest and is irrevocable. Assignee agrees to reimburse Assignors' reasonable expenses in carrying out his/her obligations under this Agreement, but only upon Assignee's prior written approval of such expenses which in no event shall include Assignors' time or legal expense.

5. **Injunctive Relief.** Assignors each acknowledge that there will be no adequate remedy at law for Assignors' failure to comply with the terms of this Agreement and that Assignee shall have the right to have any breach of this Agreement remedied by equitable relief (e.g., temporary restraining order, preliminary injunction, permanent injunction, specific performance, etc.) without posting any bond or surety, and such other alternative relief as may be appropriate.

6. **Arbitration.** Except to the extent Assignee is entitled to injunctive or other equitable relief, any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration before a single arbitrator in accordance with the then existing rules for commercial arbitration of JAMS, and judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any arbitration shall be held in Orange County, California. The costs of such arbitration (other than attorneys' fees and other experts' fees and related costs) shall be borne equally by the parties, unless otherwise determined by the arbitrator at the request of either party. Each party shall bear its own attorneys' fees and other experts' fees and related costs, except that the arbitrator shall have the right, at the request of either party, to award to the prevailing as determined by the arbitrator such party's reasonable attorneys' fees, costs and expenses.

7. **Patent Prosecution.** Assignee or its affiliated assignee, at its expense and option, may pursue any patent, trademark or copyright application or applications related to the Intellectual Property in the United States and in countries foreign to the United States. Assignors each agree to cooperate fully with the applying party in the preparation, filing and prosecution of all patent applications and amendments thereto under this Agreement and to execute all documents reasonably required therefor.

8. **Suit to Prevent Infringement.** In the event of infringement of any Intellectual Property, Assignee or a subsequent assignee may, in its sole discretion and at its expense, prosecute a suit for infringement. Assignors shall cooperate in all reasonable ways with Assignee, as applicable, in the prosecution of such a suit. Any recovery in such suit shall be for the sole benefit of Assignee or subsequent assignee, as applicable. Assignee will reimburse Assignors for all expenses reasonably incurred by them in connection with their provision of assistance provided pursuant to Sections 7 or 8 of this Agreement.

9. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns; provided, however, that Assignors shall not be entitled to assign their obligations hereunder.

10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware.

11. **Entire Agreement.** This Agreement, together with the Proprietary Information Agreements, constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and is the final, complete and exclusive expression of the terms and conditions thereof. All prior or contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

12. **Notices.** All notices, requests, demands and other communications made under this Agreement shall be in writing, correctly addressed to the recipient at the addresses set forth below and shall be deemed to have been duly given (a) upon delivery, if served personally on the party to whom notice is to be given, (b) upon transmittal, if sent by facsimile during the recipient's normal business hours and receipt is confirmed; (c) at the beginning of the next business day if sent by facsimile outside the recipient's normal business hours and receipt is confirmed, or (d) on the date or receipt, refusal or non-delivery indicated on the receipt if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, or by air courier:

If to Assignors: Roland Aldridge
392 West Carmel Valley Rd.
Carmel Valley, CA. 93924

Steven Kirchnavy
22866 Briarcliff
Mission Viejo, CA. 92692

If to Assignee: Advanced Micro Instruments, Inc.
18269 Gothard Street
Huntington Beach, CA 92648

Each party shall give written notice of a change of address in accordance with the provisions of this Section 12 and after such notice of change has been received, any subsequent notice shall be given to such party in the manner described at such new address.

13. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement by the parties. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

14. **Modification.** No amendment or addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing signed by all of the Parties hereto.

15. **Waiver.** No delay or failure by either party to exercise any right, power or remedy with regard to any breach or default under this Agreement by the other party shall impair any such right, power or remedy, and shall not be construed to be a waiver of any breach or default of the same or any other provision of this Agreement. Any waiver, consent or approval of any party of or to any breach or default by the other party shall be effective only if in writing, and shall not be construed to be a waiver, consent or approval of or to any succeeding breach, default or waiver of any provision of this Agreement.

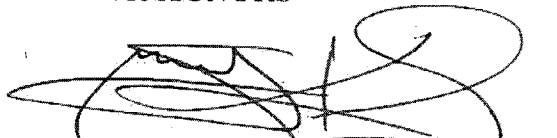
16. **Third Party Beneficiary.** The parties acknowledge and agree that Purchaser shall be deemed an intended third party beneficiary hereunder with respect to the matters set forth herein generally and that Purchaser shall have the right to enforce its rights, as well as the rights of Assignee, under this Agreement as if it were a party hereto.

[Counterpart Signature Page(s) Follows]

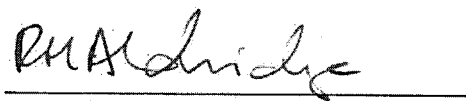
Signature Page to Intellectual Property Assignment Agreement

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first above written.

"ASSIGNORS"



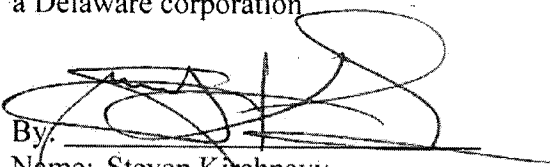
Steven Kirchnavy



Roland Aldridge

"ASSIGNEE"

ADVANCED MICRO INSTRUMENTS, INC.,
a Delaware corporation

By. 

Name: Steven Kirchnavy
Title: President

STATE OF CALIFORNIA }
COUNTY OF ORANGE }

ss.

On 5/30/14, before me,

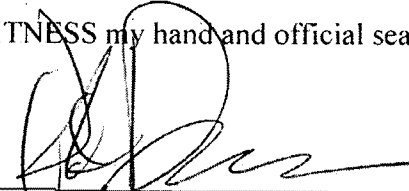
Deanne K. Dodge-Krows

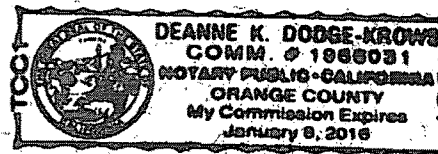
_____, personally appeared **Steven Kirchnavy** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~their~~ authorized capacity(ies), 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.

[SEAL]


Notary Signature



STATE OF CALIFORNIA }
COUNTY OF ORANGE }

ss.

On May 30th 2014, before me,

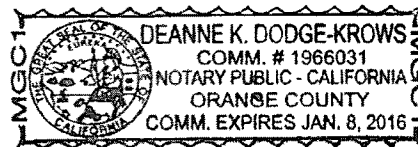
Deanne K. Dodge-Krows _____, personally appeared **Roland Aldridge** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~their~~ 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.

[SEAL]


Notary Signature



STATE OF CALIFORNIA }

COUNTY OF ORANGE }

ss.

On May 30th 2014, before me,

Deanne K. Dodge-Krows

, personally appeared **Steven Kirchnavy as President of Advanced Micro Instruments, Inc.** 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.

[SEAL]


Notary Signature

