

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3133784

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNMENT REDECORATION SHEET HAD INCORRECT ADDRESS OF ASSIGNEE previously recorded on Reel 034085 Frame 0103. Assignor(s) hereby confirms the TEXT OF ORIGINAL ASSIGNMENT IS CONFIRMED.

CONVEYING PARTY DATA

Name	Execution Date
MR MICHAEL HAAG	04/10/2010

RECEIVING PARTY DATA

Name:	UNIVERSAL NANOTECH CORPORATION
Street Address:	1740 DELL RANGE BOULEVARD,PMB-170
City:	CHEYENNE
State/Country:	WYOMING
Postal Code:	82009

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13306331

CORRESPONDENCE DATA

Fax Number: (317)585-8562

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.

Phone: 3174367402

Email: vic@iplawindiana.com

Correspondent Name: ETTORE V INDIANO

Address Line 1: 7845 ROUGH CEDAR LN

Address Line 4: INDIANAPOLIS, INDIANA 46250

NAME OF SUBMITTER:	E.
SIGNATURE:	/E. Victor Indiano/
DATE SIGNED:	12/04/2014

Total Attachments: 12

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RECORDATION FORM COVER SHEET 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)
Michael Haag

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

2. Name and address of receiving party(ies)
Name: Universal Nanotech Corporation
Internal Address: _____

Street Address: c/o Fred Sipe, Esq. 225 N. Delaware
Street,
City: Indianapolis
State: Indiana
Country: USA Zip: 46204
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) April 1, 2010
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s) 13/306331 B. Patent No.(s) 8865574

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: E. Victor Indiano
Internal Address: _____

Street Address: 7845 Rough Cedar Lane

City: Indianapolis
State: Indiana Zip: 46250
Phone Number: 317-436-7402
Docket Number: 3651-0002
Email Address: vic@iplawindiana.com

6. Total number of applications and patents involved: 2
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 0.00
 Authorized to be charged to deposit account 50-1590
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
Deposit Account Number 50-1590
Authorized User Name E. Victor Indiano

9. Signature: /E. Victor Indiano/ 31 October 2014
Signature Date
E. Victor Indiano
Name of Person Signing
Total number of pages including cover sheet, attachments, and documents: 9

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into as of the 1st day of April, 2010, by and between Universal Nanotech Corporation, a Wyoming corporation (the "Company"), and Michael Haag (the "Employee").

WHEREAS, the Company is the owner of certain license rights with regard to intellectual property and technology consisting of trade secret and proprietary documents, Know-how, Intellectual Property Rights, knowledge, equipment, machinery and technology relating to and/or useful for the production and/or manufacture of sub-microscopic nanometer scale particles with specified attributes (the "Nanoparticles") comprised of a variety of materials including, but not limited to, carbon, germanium, and other elements and/or compounds (all of which is referred to herein collectively as the "IP & Technology"); and,

WHEREAS, the Company will be commencing operations to manufacture and sell certain products by utilizing the IP & Technology (the "Business"); and

WHEREAS, Employee represents to the Company that he has specialized knowledge regarding the Business of Employer; and

WHEREAS, the Company is willing to employ the Employee and to pay compensation to Employee as provided in this Agreement; and

WHEREAS, the Company and the Employee intend that as a part of the consideration for this Agreement their employment relationship shall include, but shall not be limited to, specific provisions for the maintenance of the confidentiality of the IP & Technology and Company's Confidential Information, and a covenant by Employee not to compete with the Company in its Business upon the termination of their employment relationship,

NOW, THEREFORE, to induce Company to employ Employee, as a condition of, and in consideration for such employment, and the compensation and benefits to be paid to Employee, and for other good and valuable consideration, the adequacy of which is agreed to and admitted by Employee, the Company and Employee hereby agree as follows:

1. Employment. Subject to the terms and conditions set forth in this Agreement, Company hereby employs the Employee and the Employee hereby accepts such employment with the Company. The employment of Employee shall be deemed to be "at will" for all purposes.

2. Term; Automatic Renewal Terms. Subject to the provisions for termination below, the initial Term of this Agreement shall be from the date hereof to December 31, 2010, and this Agreement shall be automatically renewed for successive Terms of one (1) year each until terminated as provided herein.

3. Extent of Duties and Services. The Employee agrees to serve as the Secretary and Chief Technology Officer of the Company and to perform administrative, research, laboratory, production, manufacturing and all other services required to conduct the Business of the Company. Employee shall promote the interests of the Company and shall devote sufficient time, attention and best efforts to the Business as may be necessary to efficiently and effectively perform and complete the Employee's duties as described in this Agreement.

4. Compensation. The Company shall pay the employee a salary of \$1,000 per month through the initial Term of this Agreement, payable on the 1st day of each month.

5. Equipment and Supplies. The Company agrees to furnish the Employee with equipment and supplies deemed necessary by Company for the performance of Employee's duties. Said items shall remain the property of the Company. Employee agrees that upon termination of this Agreement, all equipment and all other property belonging to the Company shall be returned to the Company within thirty (30) days, at the Company's sole expense.

6. Facilities and Vehicle. The Company shall provide facilities deemed necessary by the Company, and a vehicle selected by the Company for use by Employee.

7. Paid Time Off. The Employee shall be paid for holidays observed by the Company from time to time, and in addition shall receive paid time off ("PTO") for a total of fifteen (15) days during the initial term and all subsequent terms of this Agreement. PTO shall be used by Employee for all sick days, personal days, vacation days and other time off, except as provided by law.

Except for sick days, all PTO time taken by Employee shall be subject to prior approval by Employer and shall be requested by Employee in writing at least one month prior to the start of the PTO period being requested. **Any unused PTO time remaining at the end of any Term of this Agreement shall be lost** and shall not carry forward from one calendar year to the next. No additional compensation shall be paid by Employer for any PTO time accrued but not taken. In the event of termination of this Agreement, all PTO time for the Term during which this Agreement is terminated which has not been taken by the Employee as of the date of termination of this Agreement shall be forfeited and canceled, and no compensation for such PTO time shall be paid to the Employee. Employer may from time to time declare certain holidays to be observed by Employee during each calendar year, at the option of Employer. In the event of termination of this Agreement, no compensation for holidays shall be paid to Employee. PTO shall be considered to be a part of, and not in addition to, the salary agreed upon herein by and between Employer and the Employee and no compensation for PTO or holidays shall be paid to the Employee under any circumstances.

8. Termination. This Agreement may be terminated, without cause, at any time during any Term hereof upon thirty (30) days prior written notice by either party to the other. Upon the termination of this Agreement for any reason, Employee shall be entitled to receive only the compensation accrued but unpaid as of the date of the termination hereof and shall not be entitled to additional compensation.

9. No Conflicts of Interest. Employee hereby represents and warrants to Employer under the penalties for perjury that Employee is under no prior agreements or obligations, nor has Employee committed any acts, which in any way restrict Employee's ability to enter into and perform all of the promises, covenants, terms and conditions of this Agreement, or which restrict Employee's ability to perform Employee's obligations and duties under this agreement. Employee agrees that he will not hereafter take any action or enter into any agreement, written or oral, restricting his ability to perform his obligations under this Agreement, or which is in conflict with any part of this Agreement. Without Employer's prior written approval, Employee shall not accept employment or enter into any contractual obligations with any other entity, organization or individual, and he shall not be actively engaged in any business activity other than for the Employer, whether or not such business activity is pursued for gain, profit or other pecuniary advantage.

10. Confidential or Proprietary Information of Others. Employee hereby represents and warrants to Employer under the penalties for perjury that he is not, and prior to this date has not been, in possession of any documents, data, drawings, plans, specifications, financial documents, budgets, plans or other information which is the property of or is claimed to be the property of any person, firm, partnership, corporation or other entity, other than Employee, and which is or may be asserted to be patented, patentable, confidential, proprietary or a Trade Secret. Employee further represents and warrants to Employer under the penalties for perjury that Employee shall never obtain, employ, rely upon or otherwise make use of any such patented, patentable, confidential or proprietary information or Trade Secret(s) in any way in conducting the business of Employer or in performing any of Employee's duties, obligations, or covenants under this Employment Agreement or otherwise while in the employ of Employer.

11. Confidential Information. Company possesses and will possess in the future information which has been created, discovered, developed by or otherwise become known to Company (including information discovered or made available by subsidiaries, affiliates or joint venturers of Company or in which property rights have been assigned or otherwise conveyed to Company), which information has commercial value to Company, including but not limited to the IP & Technology, trade secrets, information, inventions, innovations, processes, manufacturing information and equipment, computer programs, computer media, correspondence, e-mails and electronic communications, contracts, data, spreadsheets, drawings, specifications, Know-How, improvements, discoveries, developments, techniques, marketing plans, company manuals, notes, reports, strategies, pricing information, customer lists and information, supplier information, costs, and/or all other information, documents and communications sent to and from Employee while serving as an employee of Company, and/or which Employee has reason to know Company would like to treat as confidential for any purpose, including but not limited to maintaining a competitive advantage, retaining client accounts and/or avoiding undesirable publicity, whether or not developed by the Employee. The Company also possesses and will possess confidential information pertaining to its clients and prospective clients, including but not limited to customer and client lists, files, contracts, customer communications, product specifications, requirements, future plans, insurance policies, risk management information, samples, testing information, drawings, lists, schedules, feasibility studies,

leases, information relating to mergers and acquisitions, correspondence, reports, requests for proposals and bid specifications. All of the foregoing items are referred to in this Agreement as "Confidential Information".

Unless previously authorized in writing or instructed in writing by the Company, the Employee shall not, at any time, disseminate, disclose to others or use, or allow anyone else to disseminate, disclose or use any Confidential Information (except as may be necessary in the performance of the Employee's duties with Company), unless and until, and then only to the extent that, such Confidential Information has become ascertainable or obtained from public or published sources or was available to Company on a non-confidential basis prior to any disclosure, provided that the source of such material is or was not bound by an obligation of confidentiality to Company. Upon termination of employment, Employee shall return to the Company all such Confidential Information including all copies thereof and all other information and property of the Company.

12. Restrictive Covenants. The Employee acknowledges that because of his skills, the Employee's position with Company and the Confidential Information to which the Employee has been and shall be provided on account of such employment with Company, competition by the Employee with Company could damage Company in a manner which cannot adequately be compensated by damages or an action at law. In view of such circumstances, because of the Confidential Information obtained by, or disclosed to the Employee, and as a material inducement to Company to enter into this Agreement and to compensate the Employee, as provided in this Agreement, and for other good and valuable consideration, the adequacy of which is hereby admitted and acknowledged by Employee, the Employee hereby covenants and agrees that:

(a) Non-Competition. For a period of two (2) years after the termination of this agreement, the Employee shall not, directly or indirectly, perform any services or work, or participate or assist any other person or entity in any manner or capacity in performing any insurance or risk management consulting services or work similar to the business conducted by Company for any of the following:

1. Any client which is a client of the Company at the time of the termination of this agreement.
2. Any client of Company with which Employee has had contact within 2 years prior to the termination of this agreement.
3. Any potential client solicited by Employee within 2 years prior to the date of termination of this agreement.
4. Any potential client solicited by the Company within 2 years prior to the termination of this agreement.

(b) Non-Solicitation of Clients. During the Employee's employment with Company and for a period of two (2) years after the termination of this agreement, the Employee shall not, directly or indirectly, solicit, divert or accept any work or services which competes with Company's business from any client of Company or seek to cause any such client to refrain from doing business with or patronizing Company.

(c) Non-Solicitation of Employees. During the Employee's employment with Company and for a period of two (2) years thereafter, the Employee shall not, directly or indirectly, solicit for employment or employ any employee of Company.

(d) Definitions. For purposes of this Agreement, the term "directly or indirectly" shall be construed in its broadest sense and shall include the activities of the members of the Employee's immediate family or any partnership. The term "client" shall mean all past and existing customers of the Company from time to time, as well as any person or entity to which Company, or any of its subsidiaries, affiliates or joint venturers has sold products and/or has contracted for services with during the two (2) year period prior to the date of termination of this Agreement, and any persons or entities for whom the Company has prepared a quotation for the purpose of selling products or services or has solicited to buy or sell products and/or services during such two (2) year period.

(e) Reasonable Limitations. Given the important nature of the position the Employee will hold with Company, the nature of Company's business and the sensitive nature of the information and duties the Employee will have with Company, the parties acknowledge that the limitations, including but not limited to, the scope of activities prohibited, the geographic area covered and the time limitation, are reasonable, and that following the termination of this agreement Employee shall be free to pursue any business, except as prohibited by this Agreement.

In the event of an actual or threatened breach by the Employee of the provisions of this Agreement, Company shall be entitled to an injunction restraining the Employee from such breach. Nothing herein, however, shall be construed as prohibiting Company from pursuing any other remedies available to it for such actual or threatened breach, including the recovery of damages and reasonable attorney and paralegal fees and costs from the Employee. If the Employee violates any of the covenants of this Agreement, the two (2) year term provided herein and the covenant(s) violated shall be automatically extended for a period of time equal to the time period from the date on which the Employee violates such covenant(s) through the date the Employee ceases such violation or the date court enters an order or judgment enforcing such covenant(s)s, whichever date is later.

13. Patent, Copyright, Proprietary and Other Rights. All patent, proprietary, copyright and other rights with regard to the Confidential Information and any present or future design, discovery, invention, process, software, hardware, service or product of Employer, and any additions, improvements or enhancements thereto, including all patent, proprietary and other rights in and to the Confidential Information (referred to herein as the "Employer Invention" or "Employer Inventions") both in the United States and throughout the World shall accrue to and become the sole and exclusive property of Employer, whether or not the same are patentable or registrable under copyright or similar laws, are made or conceived or reduced to practice or are learned by Employee, either alone or jointly with others. Employee hereby assigns and conveys to Employer all of Employee's right, title and interest, if any, now existing or hereafter acquired, in and to all such Employer Inventions.

Employee agrees and acknowledges that all original works of authorship which are made by Employee, solely or jointly with others, within the scope of the employment of Employee and which are protectable by copyright are "works made for hire" as that term is defined in the United States Copyright Act. To the extent any copyrightable work or mask work may be found not to be a work for hire, Employee hereby assigns all copyrights and other rights in the Employer Inventions to Employer. To the extent permitted by the relevant jurisdiction, Employee and his employees and agents waive any moral rights (such as paternity) he may have in the Employer Inventions and agrees not to assert any such moral rights against Employer or Employer's agents or assigns.

Employee agrees, for himself and his employees and agents, to execute, verify and deliver to Employer at any time during or after this Agreement an assignment for each such Employer Invention or item of Confidential Information as Employer may request and on such forms as Employer may provide with respect to any and all countries. Employee shall require his employees, agents and subcontractors to agree in writing to the provisions of this Section prior to their performing any work or obtaining any access to any information with regard to any Employer Invention; however, neither this provision nor any other provisions of this Agreement shall be construed to permit any assignment, subcontracting or other activity prohibited under this Agreement.

Employee shall promptly and fully assist Employer during the term of this Agreement and thereafter in every lawful way to obtain for the benefit of Employer patent protection or other proprietary rights for any and all Employer Inventions in any and all countries, irrespective of whether Employee believes such Employer Inventions to be patentable or protectable. For such services performed after the termination of this agreement, Employee shall be compensated at the rate of \$500 per day.

In the event that Employer is unable for any reason, after reasonable effort, to secure the signature and verification of Employee on any document needed or desired by Employer in connection with this section of this Agreement, Employee hereby irrevocably appoints Employer, and the duly authorized officers and agents of Employer, as Employee's agent and attorney in fact to execute, verify and file, for and on behalf of Employee, any such document or documents and to do, for and on behalf of Employee, all other lawfully permitted acts to further the purposes of this section, all with the same legal force and effect as if executed or done by the Employee.

14. Confidentiality. Employer and Employee agree that this Agreement and all of its provisions, terms and conditions shall remain confidential. Neither Employer nor Employee shall distribute this Agreement or any part thereof or reveal any of the terms of this Agreement to anyone not a party to this Agreement. This provisions shall not prevent either of the parties from disclosing this Agreement to their accountants and/or attorneys when necessary to allow them to perform services for such party, provided that they maintain the confidentiality of this Agreement.

15. Assignment. This is an Agreement for the personal services of the Employee, and Employee may not assign this Agreement, or pledge, assign, encumber, hypothecate or subcontract

any obligation, duty, right or interest under this Agreement, or the right to receive any payments hereunder. Any such attempted pledge, assignment, encumbrance, hypothecation or subcontract by Employee shall be void, and shall be of no force or effect as to Employer. This agreement may be assigned by Employer.

16. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by registered mail to his residence, in the case of Employee, or to the business address of its President, in the case of the Company.

17. Non-Waiver of Breach and Severability. The waiver by the Company of a breach of any provision of this Agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee. In the event any provision of this Agreement is found to be invalid or unenforceable, it may be severed from the Agreement and the remaining provisions of the Agreement shall continue to be binding and effective.

18. Entire Agreement; Recitals. This Agreement contains the entire agreement of the parties and supersedes any prior understandings and agreements between them respecting the subject matter of this Agreement. It may not be changed orally or by conduct, but only by an agreement in writing signed by both parties to this Agreement. Each of the recitals contained in this Agreement shall be construed to be a part of and enforceable provisions of this Agreement.

19. Survival of Provisions After Termination. Upon termination of this Agreement, the confidentiality provisions, the non-competition provisions, the intellectual property provisions, and all other appropriate provisions of this Agreement shall survive the termination, expiration and/or performance of this Agreement, and shall remain fully enforceable.

20. Binding Effect and Governing Law. This Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, executors, administrators and other successors in interest, however this provision shall not be construed to permit the assignment of this Agreement, or any interest therein, by Employee. This Agreement shall be construed in accordance with and governed by the laws of the state of Wyoming without regard to the principles of conflicts of law or any other rules or laws which might require the application of the law(s) of any other jurisdiction. Any action arising out of this agreement or the employment relationship and/or between the shall be commenced and maintained only in the state courts of the state of Wyoming located in Cheyenne, Wyoming, and each of the parties hereby irrevocably consents and stipulates to jurisdiction and venue in said courts.


21. Execution. This Agreement and any amendments hereto shall be executed in duplicate copies on behalf of Employer and Employee. Each duplicate copy shall be deemed an original, but both duplicate originals together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

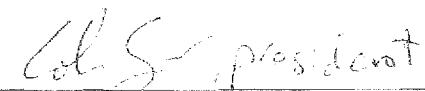
IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the date first above written.

"Employee"

"Company"
UNIVERSAL NANOTECH
CORPORATION



Michael Haag, Employee

By  president

Colin Sipe, President and CEO