

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3160044

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TRUETECH, INC.	07/29/2014
RECEIVING PARTY DATA	
Name:	MAGNESIUM ELEKTRON LIMITED
Street Address:	ANCHORAGE GATEWAY
Internal Address:	5 ANCHORAGE QUAY
City:	SALFORD
State/Country:	UNITED KINGDOM
Postal Code:	M50 3XE
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5611329
Application Number:	12603615
CORRESPONDENCE DATA	
Fax Number:	
<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:	4407244189
Email:	kwashington@pearne.com
Correspondent Name:	PEARNE & GORDON LLP
Address Line 1:	1801 E. 9TH STREET, STE. 1200
Address Line 4:	CLEVELAND, OHIO 44114
ATTORNEY DOCKET NUMBER:	MURG1-J6067
NAME OF SUBMITTER:	PAUL A. SERBINOWSKI
SIGNATURE:	/Paul A. Serbinowski/
DATE SIGNED:	12/23/2014
Total Attachments: 9	
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BILL OF SALE AND ASSIGNMENT OF INTELLECTUAL PROPERTY

This Bill of Sale and Assignment of Intellectual Property ("Assignment"), effective as of July 29, 2014, is entered into by and between Truetech, Inc., a New York corporation ("Truetech") and Innotech Products, Ltd., an Ohio limited liability company ("Innotech" and together with Truetech, each, an "Assignor," and collectively, the "Assignors"), and Magnesium Elektron Limited, a limited liability company incorporated in England and Wales ("Magnesium").

WHEREAS, the Assignors are the owners of those certain patents and patent applications identified on Schedule A attached hereto ("Assigned Patents"); those certain trademark registrations and applications identified on Schedule B attached hereto ("Assigned Trademarks"); those certain internet domain name registrations identified on Schedule C attached hereto ("Assigned Domain Names"); and trade secrets, unregistered trademarks, and certain other Business Intellectual Property;

WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement, dated as of June 12, 2014 (the "Purchase Agreement"), by and between the Assignors and Luxfer Magtech, Inc. ("Buyer"), Assignors have agreed to sell to Buyer, and Buyer has agreed to purchase from Assignors, the Business (the "Acquisition"); and

WHEREAS, in connection with the Acquisition, the Assignors have agreed to sell, transfer, assign and deliver (or cause to be sold, transferred, assigned and delivered) to Magnesium, as a Buyer Designee, and Magnesium has agreed to purchase and acquire from Assignors, all of Assignors' right, title, and interest in and to certain of the Assignors' Intellectual Property, including the Assigned Patents, the Assigned Trademarks, the Assigned Domain Names, and the Unregistered IP Rights (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Assignor and Magnesium hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Patents. Each applicable Assignor (as identified on Schedule A) hereby sells, transfers and assigns to Magnesium, and Magnesium hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Patents (as identified on Schedule A), any and all patents or patent applications of the Assignors that claim priority to such Assigned Patents, including continuations, divisions, continuations-in-part, reissues and reexaminations thereof, all rights of action pertaining to such Assigned Patents, including without limitation the right to sue and recover for past, present, and future infringement thereof, the right to secure registration of such Assigned Patents and of this Assignment, the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Patents, and the right to claim priority, file foreign counterparts, and make applications for reissue and reexamination with respect to any of such Assigned Patents.

3. Conveyance and Acceptance of Assigned Trademarks. Each applicable Assignor (as identified on Schedule B) hereby sells, transfers and assigns to Magnesium, and Magnesium hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Trademarks (as identified on Schedule B), the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Trademarks.

4. Conveyance and Acceptance of Assigned Domain Names. Each applicable Assignor (as identified on Schedule C) hereby sells, transfers and assigns to Magnesium, and Magnesium hereby accepts, all of such Assignor's right, title, and interest in and to the applicable Assigned Domain Names (as identified on Schedule C), the goodwill of the business connected with the use of and symbolized by the Assigned Domain Names, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Domain Names and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Domain Names.

5. Conveyance and Acceptance of Assigned Unregistered IP Rights. Each Assignor hereby sells, transfers and assigns to Magnesium, and Magnesium hereby accepts, all of such Assignor's right, title, and interest in and to any unregistered Business Intellectual Property owned by Assignor, including without limitation, unregistered trademarks, unregistered copyrights, and trade secrets that constitute Business Intellectual Property (collectively, "Unregistered IP Rights"), and the right to pursue registrations and applications for registration thereof, the right to sue and recover for any past, present, or future infringement or misappropriation thereof, the right to secure registration of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to such Unregistered IP Rights.

6. Recordation.

a. Authorization. Each Assignor hereby authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks, and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. Each Assignor will, at Magnesium's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Magnesium may reasonably request to record and perfect Magnesium's interest in and to its Assigned Patents and Assigned Trademarks.

b. Domain Names. Each Assignor hereby acknowledges and agrees that each internet domain name registrar (the "Registering Authority") of the Assigned Domain Names is authorized to transfer and record in the name of Magnesium ownership of and administrative contact for all of the Assigned Domain Names transferred to it hereunder. Each Assignor will, at Magnesium's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Magnesium may reasonably request to record and perfect Magnesium's interest in and to the Assigned Domain Names. Without limiting the foregoing, at

Magnesium's request and expense the applicable Assignor will cooperate with Magnesium to (i) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment contemplated by this Assignment; (ii) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; (iii) assist Magnesium in changing the technical and administrative contact information for the Assigned Domain Names with the applicable Registering Authority to such information of Magnesium's choice (including, without limitation, by delivering to Magnesium any and all applicable user names and passwords for any accounts related to the Assigned Domain Names to enable Magnesium to assume control of the Assigned Domain Names); and (iv) take any further actions required by the Registering Authority's policies and rules to transfer the Assigned Domain Names to Magnesium.

7. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of New York applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

8. Counterparts. This Assignment may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

9. Successor and Assigns. The terms of this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. Nothing in this Assignment, whether express or implied, shall be construed to give any person (other than the parties hereto and their respective legal representatives, successors and assigns and as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein, as a third party beneficiary or otherwise.

10. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, and assignment effectuated hereby is subject in all respects to the terms and conditions of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Assignors, Buyer or Magnesium, as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

11. Jurisdiction; Court Proceedings; Waiver of Jury Trial. Any Litigation against any party to this Agreement arising out of or in any way relating to this Agreement shall be brought in any federal or state court located in the State of New York in New York County and each of the parties hereby submits to the exclusive jurisdiction of such courts for the purpose of any such Litigation; provided, that a final judgment in any such Litigation shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each party irrevocably and unconditionally agrees not to assert (a) any

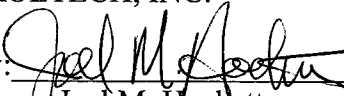
objection which it may ever have to the laying of venue of any such Litigation in any federal or state court located in the State of New York in New York County or Suffolk County, (b) any claim that any such Litigation brought in any such court has been brought in an inconvenient forum and (c) any claim that such court does not have jurisdiction with respect to such Litigation. Each party irrevocably and unconditionally waives any right to a trial by jury and agrees that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement among the parties irrevocably to waive its right to trial by jury in any Litigation.

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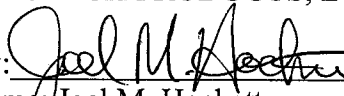
IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

ASSIGNORS:

TRUETECH, INC.

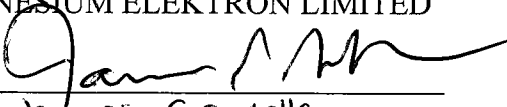
By: 
Name: Joel M. Hockett
Title: President

INNOTECH PRODUCTS, LTD.

By: 
Name: Joel M. Hockett
Title: Vice President

BUYER:

MAGNESIUM ELEKTRON LIMITED

By: 

Name: James Gardella

Title: President

SCHEDULE A
to
ASSIGNMENT OF INTELLECTUAL PROPERTY

Truetech, Inc.

1) Flaming Heater and Methods of Making Same

Country	Patent Number
United States	5,611,329
Canada	2,228,447
Brazil	PI 9609979-8
Australia	699541
Israel	123161
Singapore	53609
Japan	3252393

2) Flameless Heating Beverage Container

Country	Serial Number	Date Filed
United States	12/603,615	10/22/2009

Innotech Products, Ltd.

1) Electrochemical Heater & Method for Sterilizing

Country	Patent Number
United States	6,309,598

2) Self-Heating Meal Package & Tray

Country	Patent Number
United States	7,008,656

SCHEDULE B
to
ASSIGNMENT OF INTELLECTUAL PROPERTY

Innotech Products, Ltd.

Trademark	Country	Serial Number	Registration Number
TRUETECH	United States	78730770	3326734
"Design"	United States	78732550	3320539
HEATER MEALS PLUS THE SELF-HEATING MEAL PLUS ALL THE FIXINGS	United States	78655020	3219470
HEATERMEALS	United States	76485672	2790954
A HOT MEAL ANYTIME... ANYPLACE	United States	76546750	2904426
ZESTOTHERM	United States	76543957	2904409
HEATER POUCH	Canada	1297585	TMA727010
TRUETECH	Canada	1297407	TMA727009
HEATERMEALS	Canada	0816679	TMA479892
TRUETECH	Mexico	0777082	959074
"Design"	Mexico	0777083	959075

SCHEDULE C
to
ASSIGNMENT OF INTELLECTUAL PROPERTY

Truetech, Inc.

www.truetechinc.net

Innotech Products, Ltd.

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gomeal.com
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