

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3168371

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ULTRAMOTIVE CORPORATION	08/01/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ULTRA TECHNOLOGIES, LLC	
<b>Street Address:</b>	172 PEAVINE BOULEVARD	
<b>City:</b>	BETHEL	
<b>State/Country:</b>	VERMONT	
<b>Postal Code:</b>	05032	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	7134579
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(802)658-0978	
<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>		
<b>Phone:</b>	8026587830	
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<b>NAME OF SUBMITTER:</b>	SHARON J. MERRITT	
<b>SIGNATURE:</b>	/Sharon J. Merritt/	
<b>DATE SIGNED:</b>	01/02/2015	
<b>Total Attachments: 4</b>		
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## INVENTION AND PATENT ASSIGNMENT

### WITNESSETH:

WHEREAS, Assignor owns a one/half interest in the United States Patent identified in Schedule A, attached to and made a part of this Patent Assignment (the "Patent"); and

WHEREAS such Patent is based on an invention conceived and reduced to practice with the cooperation of Assignor (the "Invention"); and

WHEREAS, by this Agreement, Assignor wishes to assign and transfer all of its ownership interest in the Invention and Patent to Assignee; and

WHEREAS, Assignee wishes to acquire all right, title and interest in and to the Invention and Patent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged:

1. Ultramotive Corporation, a Vermont corporation with offices at 172 Peavine Blvd. ("Assignor") does hereby freely give, grant, sell, convey, assign, transfer and set over to Ultra Technologies, LLC, a Vermont limited liability company ("Assignee") and Assignee's successors and assigns in perpetuity, all of Assignor's right, title and interest in and to the Invention and the Patent for the entire term of the Patent and any reissues or extensions and for the entire terms of any patents, reissues or extensions that may issue from US or foreign applications, divisions, continuations in whole or part, or substitute or additional applications filed claiming the benefit of the Invention and/or Patent, together with all administrative rights relating thereto, including, without limitation the right to prosecute patent applications and oppose or seek to cancel third party patents, and all choses-in-action pertaining thereto, including, without limitation, the right to bring an action at law or in equity for any past, present or future infringement, dilution or violation of the Patent, and to collect all damages, settlements and proceeds relating to the Patent. The right, title and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

2. Assignor authorizes the United States Patent and Trademark Office and the Patent Offices of any other jurisdiction outside of the United States to record the transfer of the Patent to Assignee as recipient of all of Assignor's right, title and interest in the Patent.

3. Notwithstanding anything to the contrary contained herein, the Patent shall not include any patent that would be deemed invalidated, canceled or abandoned due to the contribution, assignment and/or conveyance of the Patent hereunder.

4. Assignor agrees to provide all assistance reasonably requested by Assignee to fulfill the purposes of this Patent Assignment, including executing further consistent assurances, confirmation, assignments, transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means. If, for any reason, Assignee is unable after reasonable effort to secure

Assignor's signature on any document needed to procure or perfect Assignee's interest in the Patent, Assignor hereby appoints Assignee as its attorney-in-fact with full power of substitution, on behalf of the Assignor and for the benefit of Assignee, to execute and enter into any documentation relating to the Patent, to secure recordation or registration of the Patent and of this Patent Assignment, to demand and receive the Patent, to give receipts and releases for and in respect of the Patent, to institute and prosecute in the name of the Assignor any proceedings at law, in equity, or otherwise, and to take any other action that Assignee deems necessary or desirable to perfect or enforce its rights in the Patent. Assignor stipulates and agrees that such appointment is a right coupled with an interest and that such appointment will survive the incapacity or unavailability of the Assignor at any future time.

5. Assignor warrants that: a. Assignor's interest in the Invention and Patent conveyed by this Patent Assignment is the sole property of Assignor; and b. No lien, mortgage, security interest or other encumbrance against the Inventions or Patent exists on Assignor's interest, and no share, interest, assignment or other rights to any of Assignor's interest in the Inventions or Patent has been transferred, assigned or granted to any other party; and c. Assignor has received no notice, and has no knowledge, to that the Patent infringes any intellectual property rights and otherwise has no knowledge of any such infringement; and d. Assignor has full power and authority to consummate this Patent Assignment; and e. Execution and delivery of this Patent Assignment will not conflict with any rights granted by Assignor to any third party or breach any obligation that it has to any third party; and f. This Patent Assignment constitutes a valid and binding obligation of Assignor, enforceable in accordance with its terms.

6. This Patent Assignment will be governed by federal law to the extent applicable and the laws of the State of Vermont without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of Vermont. Assignor consents to the personal and subject matter jurisdiction of such courts for such purpose. Assignor hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that (A) the suit, action or proceeding is brought in an inconvenient forum or (B) the venue of the suit, action or proceeding is improper. The Parties waive right to trial by jury. In the event Assignee is required to enforce its rights under this Patent Assignment, Assignor will be responsible for the reasonable fees and costs, including reasonable attorneys' fees, of such enforcement.

7. This Patent Assignment constitutes the entire agreement of the parties with respect to its subject matter.

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IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be signed by its duly authorized officer as of August 1, 2014:

ASSIGNOR:  
ULTRAMOTIVE CORPORATION

By: [Signature]

Print Name:

Title: C.T. SCHENDEL  
Pres.

STATE OF Vermont )  
Windsor COUNTY ) SS.

On this 14 day of Aug, 2014, before me personally appeared C.T. Schendel, the authorized agent of Ultramotive Corporation, to me known and known by me to be the party executing the foregoing instrument on behalf of Ultramotive Corporation, and he/she acknowledged said instrument by him/her so executed to be his/her free act and deed in said capacity and the free act and deed of Ultramotive Corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Before me: [Signature]

Notary Public: [Signature]

My commission expires: 2/10/15

[seal]

**SCHEDULE A**

**INVENTION AND PATENT**

Patent	Invention/ Title	Country	Issuance Date
US 7134579	RTV silicone spray system	United States	November 14, 2006

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