

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3239408

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	METAMIC, LLC	06/20/2011
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	NANOTEC METALS, INC.	
<b>Street Address:</b>	848 KENSINGER ROAD	
<b>City:</b>	LAKELAND	
<b>State/Country:</b>	FLORIDA	
<b>Postal Code:</b>	33815	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	14630141
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(215)735-9305	
<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>	215-735-9302	
<b>Email:</b>	uspto@thebellesgroup.com	
<b>Correspondent Name:</b>	THE BELLES GROUP, P.C.	
<b>Address Line 1:</b>	1608 WALNUT STREET, SUITE 1302	
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103	
<b>ATTORNEY DOCKET NUMBER:</b>	HOL-045-US-CON2	
<b>NAME OF SUBMITTER:</b>	MICHELE GREENBERG	
<b>SIGNATURE:</b>	/mg/	
<b>DATE SIGNED:</b>	02/24/2015	
<b>Total Attachments: 7</b>		
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## ASSIGNMENT AND LICENSE BACK AGREEMENT

This Assignment Agreement (this "Agreement") is made as of March 25, 2011 (the "Effective Date"), by and between, on the one hand Metamic, LLC a Florida Corporation having a principal place of business at 848 Kensinger Road, Lakeland, Florida 33815; New Materials Development (Austria) GmbH having a principal place of business at Trimmelkam 32 A-5120 St. Pantaleon, Austria; New Materials Development (Germany) GmbH having a principal place of business at Roemerstrasse 28 D-83410 Laufen-Leobendorf Germany and International Materials Technologies, LLC having its place of business at 12711 Townepark Way Ste. 211A Louisville, Kentucky ("Assignors"), and on the other hand, Nanotec Metals, Inc. a Florida Corporation having a principal place of business at 848 Kensinger Road, Lakeland, Florida 33815 ("Assignee") (hereinafter referred to collectively as the "Parties" and individually as a "Party").

### RECITALS

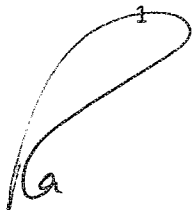
WHEREAS, Assignors are all Parties to one or more Prior Assignments recorded with the USPTO as evidenced by Exhibits 1 through 8 attached hereto and incorporated fully herein and said Assignors through said Prior Assignments have heretofore irrevocably transferred and assigned to the assignee therein, some, part or all of its rights, title and interest, on a worldwide basis, including, without limitation, in all inventions, patent applications, patents, continuations, continuations-in-part, divisionals, reissues and reexaminations and to certain proprietary information set forth therein (excluding any trademark rights) (collectively, the "Assigned Patents" as set forth in Attachment 1) for good and valuable consideration the receipt and sufficiency of which has been duly acknowledged;

WHEREAS, except for any ownership interest already held by Assignee, Assignors are the sole owners of all rights, title and interest, including, without limitation, all of its rights, title and interest, on a worldwide basis, including, without limitation, all inventions, patent applications, patents, continuations, continuations-in-part, divisional, reissue and reexaminations and to certain proprietary information set forth the Assigned Patents;

WHEREAS, Assignors have agreed to irrevocably assign and do hereby assign to Assignee all of its rights, title and interest, on a worldwide basis, including, without limitation, all inventions, patent applications, patents, continuations, continuations-in-part, divisional, reissue and reexaminations and to certain proprietary information set forth in the Assigned Patents;

WHEREAS for the avoidance of doubt, the Parties wish to memorialize such past transfers and assignments in this Agreement in order to vest and assign Assignee with all rights, title and interest, on a worldwide basis, including, without limitation, all inventions, patent applications, patents, continuations, continuations-in-part, divisional, reissue and reexaminations and to certain proprietary information set forth in the Assigned Patents;

WHEREAS, Assignors desire and agree to irrevocably assign to Assignee as of the Effective Date all of its rights, title and interest, on a worldwide basis, including, without



limitation, all inventions, patent applications, patents, continuations, continuations-in-part, divisional, reissue and reexaminations and to certain proprietary information set forth in Exhibits 1 through 8 and in the Assigned Patents, that otherwise have not been transferred and assigned to Assignee prior to the Effective Date; and

WHEREAS, to enable New Materials Development (Germany) GmbH to continue the current use of certain proprietary information and Assigned Patents in connection with its business, this Assignment is made by Assignors subject to and contingent upon Assignee concurrently providing to New Materials Development (Germany) GmbH a grant-back license to the Assigned Patents, making certain covenants not to sue or assert the Assigned Patents, in accordance with the limited license granted herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

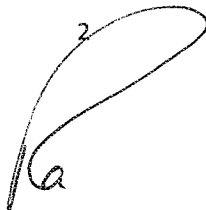
#### 1) ASSIGNMENT

Assignors hereby irrevocably assign, convey, sell, grant and transfer and agrees to assign, convey, sell, grant and transfer to Assignee, its successors and assigns all of its rights, title and interest of every kind and character throughout the world in and to the Assigned Patents to the full extent of its ownership or interest therein; including, without limitation, all federal, foreign, statutory and common law and other rights in the Assigned Patents, including without limitation all trade secrets, know-how, design rights and all other intellectual property and proprietary rights therein; all domestic and foreign intellectual property applications and registrations therefor (and all divisionals, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications and registrations, and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Assigned Patents.

Upon Assignee's reasonable request, Assignors will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Assigned Patents.

#### 2) CONSIDERATION

In consideration of the License Back granted by Assignee to New Materials Development (Germany) GmbH and for other good and valuable consideration the receipt of which is hereby acknowledged, Assignors hereby sells, assigns and transfers to Assignee the full and exclusive right, title and interest, to the Assigned Patents anywhere in the world to be obtained therefor on said applications and registrations and/or any continuations, divisions, renewals, substitutes or reissues thereof for the full term or terms for which the same may be granted.



Assignors also assign all of its right, title and interest, in and to the Assigned Patents in all foreign countries, and all applications for the Assigned Patents which may evolve therefrom, including the right to claim International Convention priority.

### 3) ASSIGNORS' COVENANTS

Assignors hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.

Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to the Patents, and the Letters Patent as may be known and accessible to Assignor and Assignor will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Patents and the Letters Patent which may be necessary or desirable to carry out the purposes hereof.

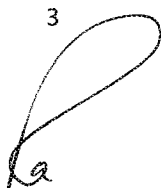
### 4) LICENSE

Assignee hereby grants to New Materials Development (Germany) GmbH a limited exclusive, perpetual, irrevocable (except for material uncured breach), royalty-free, fully paid license under the Assigned Patents within the Field of Use to make, use, import, export, market, offer for sale, sell, lease, rent or otherwise make available products within the Field of Use. The Field of Use shall be defined as commercial applications outside of the nuclear energy industry including any industrial applications pertaining to the generation of electricity from nuclear energy. Any Improvements will be disclosed by New Materials Development (Germany) GmbH to Assignee and shall be included herein as part of the license grant without any other consideration on the part of Assignee.

New Materials Development (Germany) GmbH is not entitled to sublicense or subcontract, in whole or in part, the rights granted to it under this Agreement. New Materials Development (Germany) GmbH shall not sell or offer to sell, directly or indirectly, any products made under the Assigned Patents to any commercial entity or end customer which New Materials Development (Germany) GmbH knows or has reason to know will sell or offer to sell to any commercial entity in the nuclear industry or otherwise outside of the Field of Use. Assignee, its affiliates and subsidiaries shall have the right, in its sole discretion, to object to any sales made by New Materials Development (Germany) GmbH with respect to products sold reasonably suspected to be used outside the Field of Use and New Materials Development (Germany) GmbH shall use reasonable commercial efforts obtain the return of all such products sold. Sales of products knowingly made by New Materials Development (Germany) GmbH outside of the Field of Use shall be considered a material and uncurable breach.

### 5) MISCELLANEOUS

This Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of law provisions. No delay, failure or waiver by either Party to exercise any right

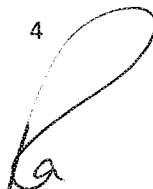
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or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

This Agreement, including any Exhibit(s) hereto which are incorporated herein by this reference, serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written), relating generally to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought.

This Agreement may be executed in multiple parts and each of which shall be deemed as an original.

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IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Metamic, LLC

By: Thomas G. Haynes III

Name: Thomas G. Haynes III

Date: June 20, 2011

Thomas G. Haynes III

In his individual capacity

Thomas G. Haynes III

Date: June 20, 2011

International Materials Technologies, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

New Materials Development (Austria) GmbH

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

New Materials Development (Germany) GmbH

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Nanotec Metals, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Metamic, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Thomas G. Haynes

In his individual capacity

Date: \_\_\_\_\_

International Materials Technologies, LLC

By: Walter Rajner

Name: Walter Rajner

Date: June 28, 2011

New Materials Development (Austria) GmbH i. Liquidation

By: Walter Rajner

Name: Walter Rajner

Date: June 28, 2011

New Materials Development (Germany) GmbH

By: Walter Rajner

Name: Walter Rajner

Date: June 28, 2011

Nanotec Metals, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Metamic, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Thomas G. Haynes

In his individual capacity

Date: \_\_\_\_\_

International Materials Technologies, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

New Materials Development (Austria) GmbH

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

New Materials Development (Germany) GmbH

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Nanotec Metals, Inc.

By: \_\_\_\_\_

Name: FRANK BONGRAZZO

Date: 6-21-11

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