## 503192804 02/24/2015 PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:			NEW ASSIGNMENT				
NATURE OF CONVEYANCE:			ASSIGNMENT				
CONVEYING PARTY	DATA						
		1	Name Execution				
NANOTEC METALS,	INC.			12/01/2014			
RECEIVING PARTY	DATA						
Name:	ORRVILON, INC.						
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City:	ORRVI	LLE					
State/Country:	ОНЮ						
Postal Code:	44667						
	I		Number	1			
Property Typ		4 4 0 0 0	Number	-			
Application Number	•	14630	1141				
CORRESPONDENCE	Ξ DATA						
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ATTORNEY DOCKET NUMBER:			HOL-045-US-CON2				
NAME OF SUBMITTER:			MICHELE GREENBERG				
SIGNATURE:			/mg/				
DATE SIGNED:			02/24/2015				
Fotal Attachments: 4		ľ					
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## **ATTACHMENT A - PATENT ASSIGNMENT**

WHEREAS, Nanotec Metals, Inc. (hereinafter the "Assignor"), a Florida corporation having a principal place of business at 848 Kensinger Road, Lakeland, Florida 33815, owns all right, title, and interest in applications for Letters Patent as set forth in the attached Schedule 1 and Schedule 2 and all current or future patents that may be granted thereon, including, without limitation, any and all continuations, divisionals, non-provisionals, and renewals of and substitutes for said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent (hereinafter the "Patents"); and

WHEREAS, Orrvilon, Inc. (hereinafter the "Assignee"), a Delaware corporation having a principal place of business at 1400 Dairy Lane, Orrville, Ohio 44667, desires to own Assignor's entire right, title and interest in and to the Patents; and

WHEREAS, pursuant to the Master Assignment Agreement dated December 1, 2014, between Assignor and Assignee, Assignor agreed to assign all of its right, title, and interest in its Intellectual Property, including the Patents, to Assignee, and Assignee agreed to receive all of said right, title, and interest in the Intellectual Property from Assignor, wherein the parties wish to further carry out this intent as set forth herein;

NOW, THEREFORE, be it known that, in exchange for payment of One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers, conveys, grants and sets over to Assignee the entire right, title and interest in and to the Patents, and assigns to and authorizes said Assignee to file in the name of Assignee applications for Letters Patent in all countries, the same to be held and enjoyed by said Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent, respectively, may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment, sale and transfer not been made.

AND Assignor hereby covenants that Assignor has full right to convey the entire interest herein assigned and that Assignor has not executed and will not execute any agreement in conflict herewith, and Assignor further covenants and agrees that Assignor will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to the Patents to said Assignee, its successors, assigns, nominees, or legal representatives, and Assignor agrees to communicate to said Assignee or to its nominees all known facts respecting the Patents, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for the Patents in any and all countries, all such actions to be at the sole expense of assignee.

AND, Assignor HEREBY further agrees that, from and after the date of this Assignment, Assignee has succeeded to all of Assignor's right, title, interest and standing to receive all rights

and benefits pertaining to the Patents, institute and prosecute all suits and proceedings pertaining to the Patents, take all actions that Assignor, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, title or interest of any kind under the Patents, including, without limitation, the right to sue for all past, present and future infringements or other violations of any rights relating thereto, to settle, defend, compromise and retain proceeds from any actions, suits, or proceedings relating to the transferred and assigned rights, title, interest, and benefits, in any and all countries, and do all other such acts and things in relation thereto as Assignor, in its sole discretion, deems advisable.

AND, Assignor HEREBY relinquishes exclusivity to Assignee all of Assignor's right, title and interest in and to all accrued and future causes of action for injunctive relief, damages, lost profits and litigation costs (including, without limitation, attorneys' fees) resulting from infringements or alleged infringements of the Patents. This Assignment expressly includes the right to sue for pre-assignment infringements and any injunctive relief, damages, lost profits and litigation costs (including, attorneys' fees) in connection with the same in any and all countries.

AND, Assignor HEREBY further covenants that Assignor has the full right to convey the interest assigned by this Patent Assignment, Assignor will take all action and execute all documents necessary to perfect the interest assigned hereby, and Assignor has not executed and will not execute any agreement in conflict with this Patent Assignment in any country.

AND, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said Assignee, as assignee of the entire right, title and interest, any and all Letters Patent for the Patents.

IN WITNESS WHEREOF, each party has caused its authorized representative to execute this Assignment.

Nanotec, Inc.	Orrvilon, Inc.
By: <u>Kris Singh, Ph.D</u>	By: KD cmqg
Kriš Singh, Ph.D	Kris Singh, Ph.D
Title: Pres! Jent	Title: Prosident
Date: 12/1 2014	Date: 121. 2014
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## **SCHEDULE 1**

Title	Country	Filing Date	Application Number	Patent Number
RADIATION ABSORBING REFRACTORY COMPOSITION	US	April 14, 1998	09/059,389	US5965829
EXTRUSION FABRICATION PROCESS FOR DISCONTINUOUS CARBIDE PARTICULATE METAL MATRIX COMPOSITES AND SUPER HYPEREUTECTIC A1/SI	US	July 30, 1998	09/126,517	US6042779

## SCHEDULE 2

Title	Country	Filing Date	Application Number	Publication Number
			Mannet	Number
ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	China	June 14, 2007	200780039923.60	CN101594952 (B)
ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	EPO	June 14, 2007	7868308.30	EP2081713 (A)
ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	Japan	June 14, 2007	2009-534721	JP5425634 (B)
ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	Korea (South)	June 14, 2007	10-2009-7008655	KR101226174 (B)
ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREFOR	Korea (South)	June 14, 2007	10-2011-7021823	KR101285561 (B)
ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	PCT	June 14, 2007	PCT/US2007/71233	WO2008/063708
ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	US	June 14, 2007	12/312,089	US8323373
ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	US	Dec. 4, 2012	13/705,012	US20130209307

RECORDED: 02/24/2015