

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3468825

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SPR ADVANCED TECHNOLOGIES, INC.	07/13/2015
RECEIVING PARTY DATA	
Name:	AMERICAN ENVIRONMENTAL SYSTEMS, INC.
Street Address:	8444 HIGH RIDGE ROAD
City:	ELLCOTT CITY
State/Country:	MARYLAND
Postal Code:	21043
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	8285391
Patent Number:	8118032
Patent Number:	7704754
Patent Number:	7492458
Patent Number:	7462496
CORRESPONDENCE DATA	
Fax Number:	(617)523-2700
<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:	617-523-2700
Email:	susan.dinicola@hkllaw.com
Correspondent Name:	HOLLAND & KNIGHT LLP
Address Line 1:	10 ST. JAMES AVENUE
Address Line 4:	BOSTON, MASSACHUSETTS 02116
ATTORNEY DOCKET NUMBER:	143700.00003
NAME OF SUBMITTER:	SUSAN C. DINICOLA
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	08/04/2015
Total Attachments: 5	
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ASSIGNMENT OF PATENT RIGHTS

This ASSIGNMENT OF PATENT RIGHTS (“**Assignment**”), dated as of July 13, 2015 (the “**Effective Date**”), is made by **SPR ADVANCED TECHNOLOGIES, INC.**, a Delaware corporation (“**Assignor**”) in favor of **AMERICAN ENVIRONMENTAL SYSTEMS, INC.**, a Maryland corporation (“**Assignee**”).

1. Assignment. In connection with that certain Assignment of Intellectual Property Agreement, dated on the date hereof, by and between the Assignor and the Assignee, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, its successors and assigns, and Assignee hereby accepts, all right, title, and interest that Assignor has or may have in or to the following (the “**Assigned Patents**”):

(a) the patents and patent applications identified in Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, renewals, and foreign counterparts thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents for the USPTO and the appropriate officers of the USPTO to record and register this Assignment upon request by Assignee. Following the Effective Date, Assignor will execute any and all documents, including assignments, transfers, and related powers of attorney, and take all other further actions as may be necessary or reasonably requested by Assignee to effect, record, perfect, or enforce the transfers set forth in this Assignment and ensure that all of Assignor’s right, title, and interest in and to the Assigned Patents, and all registrations and recordations thereof, are properly assigned to Assignee, its successors, and assigns in accordance with this Assignment.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee that, as of the Effective Date:

(a) Assignor has not granted to any party any assignments or licenses, or any other rights, privileges, or protections of any kind whatsoever with respect to any of the Assigned Patents; and

(b) Assignor has the full right, power, and authority to assign and transfer to Assignee any right, title, and interest that Assignor has or may have in and to the Assigned Patents.

4. General.

(a) This Assignment, together with the other agreements incorporated therein by reference, and all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

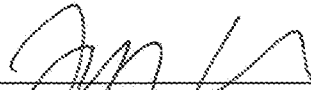
(c) This Assignment shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to conflict of law provisions that would result in the application of any other law.

(d) Any provision herein found invalid or unenforceable will be stricken and will not affect any remaining provisions. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

- Signature page follows -

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the Effective Date.

SPR ADVANCED TECHNOLOGIES, INC.,
a Delaware corporation

By: 
Name: Jeffrey Horine
Title: Chief Executive Officer

AMERICAN ENVIRONMENTAL SYSTEMS,
INC.,
a Maryland corporation

By: _____
Name: Henry K. Malak, Ph.D.
Title: President, CEO and Director

Signature Page to Assignment of Patent Rights


PATENT
REEL: 036248 FRAME: 0671

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INC.,
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By: _____
Name: Henry K. Malak, Ph.D.
Title: President, CEO and Director

Schedule A

Patent Number	Title
8,285,391	Hygienic-therapeutic conductive far-infrared devices
8,118,032	Rapid cryo-heating devices and their applications
7,704,754	Method of plasmon-enhanced properties of materials and applications thereof
7,492,458	Plasmon-enhanced display technologies
7,462,496	Plasmon-enhanced marking of fragile materials and other applications thereof