

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3613107

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEWARD ADVANCED MATERIALS, INC.	11/12/2015
RECEIVING PARTY DATA	
Name:	STEWARD ADVANCED MATERIALS LLC
Street Address:	12445 EAST 38TH STREET
City:	CHATTANOOGA
State/Country:	TENNESSEE
Postal Code:	37407
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6890971
CORRESPONDENCE DATA	
Fax Number:	(617)526-5000
<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:	6175266587
Email:	DIANA.RUIZ@WILMERHALE.COM
Correspondent Name:	DIANA RUIZ
Address Line 1:	60 STATE STREET
Address Line 2:	WILMERHALE
Address Line 4:	BOSTON, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	2209939.00121
NAME OF SUBMITTER:	DIANA RUIZ
SIGNATURE:	/DIANA RUIZ/
DATE SIGNED:	11/12/2015
Total Attachments: 4	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), dated as of November 12, 2015, is made by and between Steward Advanced Materials, Inc., a Tennessee corporation (the "Transferor"), and Steward Advanced Materials LLC, a Delaware limited liability company (the "Transferee").

A. Transferor and Transferee are parties to that certain Asset Transfer Agreement, dated as of November 12, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Transfer Agreement").

B. Under the terms of the Transfer Agreement, Transferor has agreed to convey, transfer, and assign to Transferee, among other assets, all of the intellectual property of Transferor; and Transferor and Transferee have agreed to execute and deliver this IP Assignment for recording with governmental authorities, including, but not limited to, the US Patent and Trademark Office.

C. In connection with the consummation of the transactions contemplated by the Transfer Agreement, Transferor hereby desires to convey, transfer, and assign to Transferee all of Transferor's right, title, and interest in, to, and under all of the Assigned IP (as hereinafter defined), and Transferee hereby desires accept from Transferor all of Transferor's right, title, and interest in, to, and under all of the Assigned IP.

The parties hereto agree as follows:

I. Assignment. In consideration for the execution of the Transfer Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby irrevocably conveys, transfers, and assigns to Transferee, and Transferee hereby accepts, all of Transferor's right, title, and interest in, to, and under the following (collectively, the "Assigned IP"):

a. the patents and patent applications set forth on Schedule 1 hereto, the inventions described therein, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other conventions, and the worldwide right to file applications for said inventions in Transferee's own name (collectively, the "Patents");

b. all rights of any kind whatsoever of Transferor 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, and/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, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Transferor authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Transferee. Transferor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Transferee, or any assignee or successor thereto.

3. Terms of the Transfer Agreement. The terms of the Transfer Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Transfer Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Transfer Agreement and the terms hereof, the terms of the Transfer Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

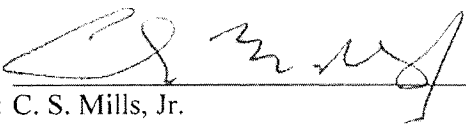
6. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

The parties hereto are signing this IP Assignment as of the date first set forth above.

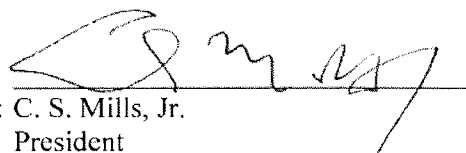
TRANSFEROR:

**STEWARD ADVANCED MATERIALS,
INC.**

By: 
Name: C. S. Mills, Jr.
Title: President

TRANSFeree:

STEWARD ADVANCED MATERIALS LLC

By: 
Name: C. S. Mills, Jr.
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

<u>Registration Type</u>	<u>Registration Number</u>	<u>Jurisdiction</u>	<u>Date of Filing</u>	<u>Date of Issuance</u>	<u>Registered Owner(s)</u>
Patent	6,890,971 B2	United States	07/03/2002	05/10/2005	Steward Advanced Materials, Inc.