

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3677232

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE RESONANCE PROJECT FOUNDATION	06/23/2015
RECEIVING PARTY DATA	
Name:	TORUS TECH LLC
Street Address:	1001 AVENIDA PICO STE. C #228
City:	SAN CLEMENTE
State/Country:	CALIFORNIA
Postal Code:	92673
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14638726
CORRESPONDENCE DATA	
Fax Number:	(949)943-8358
<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:	9499438300
Email:	ajenkins@fishiplaw.com
Correspondent Name:	FISH & TSANG LLP
Address Line 1:	2603 MAIN ST.
Address Line 2:	SUITE 1000
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	102759.0005US2
NAME OF SUBMITTER:	ROSIE H. KIM
SIGNATURE:	/Rosie H. Kim/
DATE SIGNED:	12/30/2015
Total Attachments: 7	
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ASSIGNMENT

This Assignment ("Assignment") is effective as of the last date signed below, by and between The Resonance Project Foundation, a Nonprofit Corporation incorporated in Hawaii and having a mailing address of 75-5995 Kuakini Hwy Ste. 606 Kailua Kona HI 96740 (referred to hereinafter as "Assignor") and Torus Tech LLC, a Delaware limited liability company having a place of business at 1001 Avenida Pico Ste. C #228, San Clemente, CA 92673, (referred to hereinafter as "Assignee"). Assignor and Assignee are referred to herein from time to time as the Parties or individually as a Party.

WHEREAS, Assignor, owns a 100% interest in the trademark applications and registrations identified in Exhibit A, and via a mesne assignment from Nassim Haramein, owns a partial interest in and to the patents and patent applications identified in Exhibit A, and may own some or all of the related experimental data, trade secret, and know-how, hereinafter collectively referred to as the "IP Rights";

WHEREAS, Assignor desires to assign to Assignee, whatever right, title and interest Assignor currently owns, in, to and under the IP Rights, whether or not known to Assignor or Assignee, and whether or not perfected; and

WHEREAS, Assignee desires to obtain all entire right, title and interest in, to and under the IP Rights, including whatever portion of the IP Rights are currently owned by Assignor;

NOW, THEREFORE, Assignor hereby assigns, transfers and sets over unto the Assignee, its successors and assigns, any and all title, right and interest that he currently owns, in, to and under the IP Rights, including all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for the Inventions, including all Letters Patent or similar legal protection arising from any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination therefrom, as well as any legal equivalent in any foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention in exchange for (i) an initial payment of \$300,000 that will be payable by Assignee to Assignor within 30 days after the date hereof (the "Initial Payment") and (ii) a Convertible Promissory Note issued by Assignee to Assignor in the form attached hereto as Exhibit B in an original principal amount equal the fair market value of the IP Rights, as determined by Pluris, minus \$300,000, that will be issued promptly following the completion by Pluris of the valuation of the IP Rights, it being agreed and understood that the IP Rights constitute 25% of the intellectual property being valued by Pluris and which will be held by Torus Tech following the consummation of this Assignment (the "Convertible Note").

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

Assignor further covenants that it will, upon request and with reasonable costs and fees being paid for by Assignee, promptly provide Assignee with all pertinent facts and documents relating to the IP Rights, and will testify as to the same in any legal proceeding related thereto, and will promptly execute and deliver to Assignee or its legal representatives any and all papers,

instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

Entire Agreement. This Assignment embodies the entire understanding of the Parties, and supersedes and replaces any and all pre-existing agreements or understandings between Assignee and Assignor with respect to the subject matter of this Assignment. No amendment or modification of this Assignment shall be valid or binding upon Assignor or Assignee unless made in writing and signed on behalf of each of The Parties by their respective duly authorized representative.

Corporate Authority of Assignee. Assignee represents and warrants that:

- (a) It is a Delaware limited liability company that is validly existing and in good standing under the laws of the jurisdiction in which it is organized;
- (b) It has full corporate power to execute, deliver and perform its obligations under this Assignment.
- (c) The person executing this Assignment on its behalf has its full authority to do so; and
- (d) It shall indemnify, defend and hold the other Party harmless from and against any and all claims that may now or hereafter be made against Assignor by virtue of any breach of the provisions of this section.

Corporate Authority of Assignor. Assignor represents and warrants that:

- (a) It is a nonprofit corporation that is validly existing and in good standing under the laws of the jurisdiction in which it is organized;
- (b) It has full corporate power to execute, deliver and perform its obligations under this Assignment.
- (c) The person executing this Assignment on its behalf has its full authority to do so; and
- (d) It shall indemnify, defend and hold the other Party harmless from and against any and all claims that may now or hereafter be made against Assignee by virtue of any breach of the provisions of this section.

Force Majeure. Neither Party to the Assignment shall be responsible for any losses resulting if the fulfillment of any terms or provisions is delayed or prevented by virtue of civil disorders, wars, acts of enemies, strikes, floods, acts of God, or by any other cause which is beyond the control of the party whose performance is hindered, and which that party could not have prevented through the exercise of reasonable diligence.

Relationship Of Parties. This Assignment does not constitute or create a joint venture, partnership, agency relationship, or formal business organization of any kind, and the rights and obligations of the Parties shall be those of independent contractors only.

Future Prosecution. Assignor acknowledges that Assignee may appoint any attorney or practitioner of Assignee's choice to prosecute any application or other legal proceeding involving said IP Rights, and Assignor further acknowledges that any attorney or practitioner so appointed by Assignee does not represent Assignor and that such appointment by Assignee does not create any attorney-client relationship between Assignor and any attorney or practitioner appointed by Assignee in any application or other legal proceeding involving said IP Rights.

Dispute Resolution. All claims, disputes and other matters in question arising out of, or relating to, this Assignment or the performance hereof shall be submitted to, and determined by, arbitration if good faith negotiations among the Parties hereto, if any, does not resolve such claim, dispute or other matter. Such arbitration shall proceed in accordance with the then-current Small Claim Rules for arbitration established by the American Arbitration Association ("AAA"), unless the Parties hereto mutually agree otherwise, and pursuant to the following procedures:

- (a) The tribunal will consist of one arbitrator;
- (b) The language to be used in the arbitral proceedings will be English. Reasonable discovery shall be allowed in arbitration;
- (c) All proceedings before the arbitrators shall be held in Orange County, California, under the laws of California;
- (d) The arbitrator may in their discretion provide injunctive relief;
- (e) The arbitrator is prohibited from awarding punitive damages in connection with any claim being resolved;
- (f) The award rendered by the arbitrator shall be final and binding, except that either Party can appeal the ruling of the arbitrator to the AAA appeals panel. Judgment may be entered in accordance with applicable Law and in any court having jurisdiction thereof; and
- (g) The award rendered by the arbitrator shall include a provision that each Party in such arbitration cover its own costs relating to the arbitration and its own attorneys' fees, and
(ii) an order that each Party pay an equal share of the fees and expenses of the arbitrator.

Severability. In the event any part or parts of this Assignment are found to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall nevertheless be binding with the same effect as if the invalid, illegal, or unenforceable part or parts were originally deleted.

Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties to this Assignment and their respective successors, sublicensees, assignees and agents.

No Construction. No party hereto nor any attorney for any party shall be deemed the drafter of this Assignment for the purpose of interpreting or construing any of the provisions hereof.

Representation by Counsel. Each of The Parties hereto acknowledges that it has had the opportunity to be represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Assignment and that each has executed this Assignment with the consent and on the advice of any such independent legal counsel; and further acknowledges that it and any such counsel have had an adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with any of the subjects of this Assignment prior to the execution hereof.

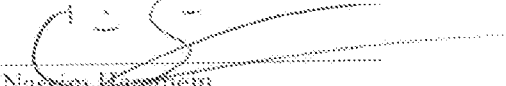
Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date set forth above.

By Assignor:

Chris Almida
Executive Director
The Resonance Project Foundation

Date 6/23/15

By Assignee:

Nathan Marmen
President
Toms Tech LLC

Date 6/23/15

**EXHIBIT A, AS MODIFIED ON OCTOBER 12, 2015, TO "ASSIGNMENT OF
UNDIVIDED INTEREST IN PATENT AND RELATED PATENT APPLICATIONS"
BETWEEN NASSIM HARAMEIN AND THE RESONANCE PROJECT FOUNDATION,
DATED AUGUST 21, 2014**

DEVICE AND METHOD FOR SIMULATION OF MAGNETOHYDRODYNAMICS / PLASMA FLOW INTERACTION SIMULATOR					
Country	Application No.	Filing Date	Status	Patent No.	Issue Date
AU	AU - 2008317345	5/12/2010	Issued	AU 2008317345	5/31/2012
AU	AU - 2012202779	5/11/2012	Issued	AU 2012202779	10/10/2013
AU	AU - 2013205858	5/15/2013	Pending		
BR	PI0818845-9	4/26/2010	Pending		
CA	2706589	5/21/2010	Pending		
EP	08841554.2	5/20/2010	Pending		
IN	3550/DELNP/2010	5/19/2010	Pending		
JP	2010-531030	4/23/2010	Issued	JP 5400786	
JP	2013-221224	10/25/2013	Abandoned		
PCT	PCT/US08/012005	10/23/2008	Superseded		
RU	2010120683	5/21/2010	Issued	RU 2497191	10/27/2013
RU	2013133467	7/11/2013	Pending		
US	11/976364	10/24/2007	Issued	US 8073094	12/06/2011
US	12/837295	7/15/2010	Issued	US 8130893	3/06/2012
US	13/412333	3/05/2012	Issued	US 8933595	1/13/2015
US	14/592758	1/08/2015	Pending		
Modular Frames For Arrangement And Orientation Of Geometric Solids					
	Application No.		Status	Patent No.	Issue Date
AU	2013344660	06/12/2015	Pending		
BR	BR 11 2015 011056-8	05/14/2015	Pending		
CA	2895210	06/15/2015	Pending		
EP	13855591.7	06/09/2015	Pending		
IN	5060/DELNP/2015	06/11/2015	Pending		
PCT	PCT/US13/70174	11/14/2013	Pending		
US	61/559576	11/14/2011	Superseded	(provisional)	
RU	2015121822	06/08/2015	Pending		
US	13/677216	11/14/2013	Pending		
US	14/080585	11/14/2013	Pending		
Precision Cut High Energy Crystals					
	Application No.		Status	Patent No.	Issue Date
PCT	PCT/US15/19100	3/06/2015	Pending		
PCT	TBA		Not Filed – awaiting disclosure		
US	61/883840	9/27/2013	Superseded	(provisional)	
US	62/055503	9/25/2014	Superseded	(provisional)	


US	14/498757	9/26/2014	Pending		
US	14/638726	3/04/2015	Pending		
US	14/640146	3/06/2015	Pending		

ASSIGNOR: Nassim Hamein



Nassim Hamein

ASSIGNEE: The Resonance Project Foundation



Chris Almida, Executive Director of The Resonance Project Foundation