

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT
RESUBMIT DOCUMENT ID:	503670142
CONVEYING PARTY DATA	
Name	Execution Date
SKI FOUNDATION	12/01/2015
RECEIVING PARTY DATA	
Name:	NCT-146 LLC
Street Address:	2212 W. STRAFORD DRIVE
City:	CHANDLER
State/Country:	ARIZONA
Postal Code:	85224
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7071441
Patent Number:	6218639
Application Number:	13748210
CORRESPONDENCE DATA	
Fax Number:	(203)302-6615
<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>	
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Email:	ctip@withersworldwide.com
Correspondent Name:	ALAN D. GARDNER
Address Line 1:	157 CHURCH STREET, 12 FLOOR
Address Line 2:	WITHERS BERGMAN LLP
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ATTORNEY DOCKET NUMBER:	SKI-100
NAME OF SUBMITTER:	ALAN D. GARDNER
SIGNATURE:	/Alan D. Gardner/
DATE SIGNED:	02/04/2016
Total Attachments: 6	
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of December 1, 2015, between SKI FOUNDATION, a nonprofit corporation ("Assignor"), and NCT-146 LLC, a Florida limited liability company, by its sole member NCF Corporation, a Florida not-for-profit corporation, as the sole trustee of NCF Charitable Trust, a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code ("Assignee").

WHEREAS, Assignor is the owner of the Intellectual Property (as defined below in Section 2); and

WHEREAS, Assignee is desirous of acquiring the Intellectual Property.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into and made part of this Assignment.

2. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title, and interest in and to all of the intellectual property of Assignor (but not any intellectual property of any licensee or any other party) pertaining to the invention relating to the plasma torch cutting systems known as the Model 98-Z, DHC, DHC2, 510, Z-2, and similar systems and other technologies derived from such intellectual property, together with all associated goodwill of all such intellectual property (collectively, the "Intellectual Property"), as a charitable grant and without consideration. Such Intellectual Property shall include without limitation:

(a) All of Assignor's patents, patent applications, and patent disclosures throughout the world, including, without limitation, those set forth on Schedule A attached hereto (except that no representation is made as to exclusivity with respect to patent matters listed as inactive), and all issuances, provisionals, divisionals, continuations, or continuations-in-part of any of the foregoing, all other applications that claim priority from any of the foregoing, and any patents issuing on any of the foregoing (including, without limitation, any foreign patent applications or patents or certificates of invention corresponding thereto), and all reissues, extensions, reexaminations, substitutions, and renewals of any of the foregoing, and all rights, claims, and privileges pertaining to any of the foregoing, including, without limitation, rights to the underlying inventions, the right to prosecute and maintain such patents and patent applications and the right to sue and recover damages for past, present, and future infringement of any of the foregoing;

(b) All of Assignor's copyrights, registered and unregistered, and works of authorship (collectively, "Copyrights"), including, without limitation, those Copyrights set forth on Schedule B attached hereto, and all applications, registrations, renewals, extensions, and reversions for any of the Copyrights, and all rights, interests, protections, claims and privileges, however arising, pertaining to any of the Copyrights, including, without limitation, the right to prosecute and maintain copyright registrations and applications for any of the Copyrights and the

right to sue and recover damages for past, present, and future infringement of any of the Copyrights;

(c) All of Assignor's trade secrets, know-how, and other confidential or proprietary information, including, without limitation, discoveries, concepts, ideas, research and development, inventions (whether patentable or not and whether reduced to practice or not), improvements, compositions, processes, process flows, techniques, technical data and information, databases and compilations of data, procedures, methods, designs, drawings, specifications, software (source code or object code), algorithms, technology, formulas, customer lists, supplier lists and business and marketing plans and proposals, and all rights, claims and privileges pertaining to any of the foregoing, including, without limitation, the right to sue and recover damages for past, present, and future infringement or misappropriation of any of the foregoing;

(d) All of Assignor's computer software and computer programs, including, but not limited to, any and all (i) source code, object or executable code, whether embodied in software, firmware, or otherwise, (ii) software compilations, software implementations of algorithms, software tools and tool sets, compilers, software models and methodologies, development tools, and (iii) files, records, technical drawings, documentation, designs, information, and data relating to the foregoing;

(e) All of Assignor's databases, data collections, data compilations and technical data, and all rights and interests in the same;

(f) Any and all of Assignor's revisions, corrections, improvements, updates, upgrades, enhancements, compilations, or any other derivatives of any of the foregoing;

(g) 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;

(h) All instantiations of the foregoing in any form and embodied in any form or media;

(i) Any and all royalties, fees, income, payments, remuneration, in-kind consideration, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, but not including any current receivables for accrued but not yet paid royalties under the License Agreement referred to in Section 3;

(j) All rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(k) Any and all of Assignor's statutory, contractual, or any other claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date of this Assignment, 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 no obligation) to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. License Agreement. Assignor previously entered into a License Agreement dated February 1, 2011, as amended, by which Assignor licensed such Intellectual Property for use by PlasmaCAM, Inc. Assignor hereby assigns to Assignee all of Assignor's rights and interests under such License Agreement, but not including any current receivables for accrued but not yet paid royalties under such License Agreement.

4. Recordation and Further Actions. Assignor hereby authorizes (a) the Register of Copyrights and any other national, federal, and state government officials to record and register this Assignment; (b) the United States Commissioner of Patents and Trademarks, and any other official throughout the world whose duty is to register or record ownership of patents or patent applications, and all divisionals, continuations, continuations-in-part, and substitute applications (the "Related Patent Applications"), that claim or that may claim priority from such patents, patent applications or the Related Patent Applications, to record Assignee as the assignee and sole owner of any and all of Assignor's rights, interests or title in and to each such patent, patent application, and each Related Patent Application; and (c) the United States Patent and Trademark Office, and any other entity, agency, or organization throughout the world whose duty is to examine or to issue patents, to issue to the Assignee any patent resulting from any patent application or any Related Patent Application. Assignor 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 Intellectual Property is properly assigned to Assignee, or any assignee or successor thereto.

5. Moral Rights. Without limiting any of the foregoing, to the extent that any rights of paternity, integrity, disclosure, withdrawal, or any other rights that may be known as "moral rights" ("Moral Rights") may have vested in Assignor as an author of any of the Assigned Intellectual Property, Assignor hereby absolutely and irrevocably waives, in favor of Assignee, to the extent permitted by applicable law, any and all claims, rights, or causes of action that Assignor may now or hereafter have in any jurisdiction to all such Moral Rights in or to any of the Intellectual Property.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. No Waiver. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

8. Entire Agreement; Amendment. This Assignment constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be amended, except in a writing signed by the parties hereto.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States, to the extent such laws pre-empt state laws, and otherwise, the State of Colorado.

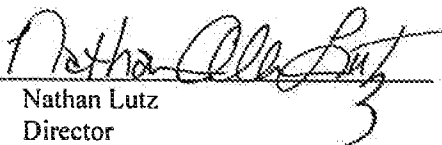
10. Counterparts. This Assignment may be executed and/or delivered in multiple counterparts, including by facsimile or email transmission, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

11. Severability. In the event that any provision in this Assignment is deemed invalid or unenforceable, the other provisions of this Assignment shall not be affected thereby and shall remain in full force and effect, and it is the intent of the parties hereto that such affected provision be enforced to the maximum extent permitted by law.

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


ASSIGNOR:

SKI FOUNDATION

By: 
Nathan Lutz
Director

ASSIGNEE:

NCT-146 LLC by its sole member NCF
CORPORATION, as the sole trustee of NCF
CHARITABLE TRUST

By: 
Ken Collins
President

Schedule A

Patents				
Application No.	Filing Date	Pub./Pat. No.	Pub./Pat. Date	Title
10/732,681	12/10/2003	7,071,441	07/04/2006	CUTTING SYSTEM CONTROLS, INLCUDING HEIGHT CONTROL
09/477,514	01/04/2000	6,218,639	04/17/2001	PLASMA TORCH CUTTING SYSTEM
13/748,210	01/23/2013			METHOD OF FORMING A CUT-PATH

Schedule B

Copyrights			
No.	Document Title	Document No.	Registration No.
1	PLASMACAM software		TX 5-406-230
2	Microprocessor control software for the Plasmacam cutting system		TX 5-430-450
3	Instruction manual for the PlasmaCAM cutting system		TX 5-637-698
4	SX20 Microprocessor software for the Model DHC Plasma Cutting System	V3550D535	TX 6-287-736
5	SX52 Microprocessor Software for the Model DHC Plasma Cutting System	V3550D535	TX 6-295-809
6	PC software for the Model DHC Plasma Cutting System	V3550D535	TX 6-311-406
7	Instruction manual for the Model DHC Plasma Cutting System	V3550D535	TX 6-344-120
8	PlasmaCAM DesignEdge Software with Video Manual		TX 7-416-659