

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3731462

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ARCALUX CORPORATION	01/15/2016
RECEIVING PARTY DATA	
Name:	JBG INTERESTS, LLC
Street Address:	940 CORBINDALE ROAD
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77024
Name:	HEG INTERESTS, LLC
Street Address:	940 CORBINDALE ROAD
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77024
Name:	JOHN B. GOODMAN 1984 GRANTOR TRUST
Street Address:	940 CORBINDALE ROAD
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77024
Name:	AIRGUIDE MANUFACTURING, LLC
Street Address:	795 WEST 20TH STREET
City:	HIALEAH
State/Country:	FLORIDA
Postal Code:	33010
Name:	AIRGUIDE PROPERTIES, LLC
Street Address:	795 WEST 20TH STREET
City:	HIALEAH
State/Country:	FLORIDA
Postal Code:	33010
Name:	LEHMANN INVESTMENTS, LP
Street Address:	16303 STERLING GATE CT.
City:	SPRING

PATENT

State/Country:	TEXAS
Postal Code:	77379
Name:	MCCLAREN ADVANCE, L.P.
Street Address:	1401 MCKINNEY, SUITE 2222
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77010

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	7922351
Patent Number:	8350228
Patent Number:	8439517

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 7132754641
Email: aketner@hakllp.com
Correspondent Name: ANDREW KETNER
Address Line 1: 1221 MCKINNEY, SUITE 3150
Address Line 4: HOUSTON, TEXAS 77010

NAME OF SUBMITTER:	ANDREW KETNER
SIGNATURE:	/Andrew Ketner/
DATE SIGNED:	02/09/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 9

- source=Ushio_AGT - Arcalux Patent Transfer and Sale Agreement (Execution Version)(119956680_1)(3)#page1.tif
- source=Ushio_AGT - Arcalux Patent Transfer and Sale Agreement (Execution Version)(119956680_1)(3)#page2.tif
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- source=Ushio_AGT - Arcalux Patent Transfer and Sale Agreement (Execution Version)(119956680_1)(3)#page7.tif
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PATENT TRANSFER AND SALE AGREEMENT

This **PATENT TRANSFER AND SALE AGREEMENT** (this "Agreement") is entered into effective as of January 21, 2015, by and among **ARCALUX CORPORATION**, a Texas corporation ("Transferor"), Airguide Manufacturing, LLC, a Florida limited liability company (the "Collateral Agent"), McAG, LLC, a Texas limited liability company ("Creditor Entity"), and American Green Technology, Inc., a Delaware corporation ("Transferee").

RECITALS

WHEREAS, Transferor is a party to that certain First Amended and Restated Collateral Agency and Intercreditor Agreement dated June 1, 2012 (the "Intercreditor Agreement") by and among Transferor, the Collateral Agent and the Investors (as defined therein) and has received notice from the Collateral Agent of an Event of Default pursuant to the Senior Debt, Intermediate Debt and Subordinated Debt (as such terms are defined in the Intercreditor Agreement) pursuant to which the Collateral Agent has indicated its intent to exercise all rights of the Investors, including foreclosure of the assets of Transferor; and

WHEREAS, Transferor, Transferee and the Collateral Agent have jointly agreed to provide for the sale of all right, title and interest in and to the patents identified in Schedule 1 of this Agreement (the "Patents") and all intellectual property defined as "Licensed IP" (the "IP") in the Patent and Intellectual Property License Agreement dated as of April 10, 2013, between Transferor and Transferee (the "License Agreement") to Transferee free and clear of any liens, claims or encumbrances (the "IP Transfer") in exchange for a payment of \$4,300,000 in cash and issuance of 1,700,000 shares of the common stock of Transferee, par value \$.0001 per share (the "Shares"), to Creditor Entity for the benefit of the Investors (collectively, the "IP Consideration"); and

WHEREAS, Ushio America Inc. and Transferee have entered into that certain Subscription Agreement dated December 3, 2015, (the "AGT Investment Agreement") and it is a condition to the AGT Investment Agreement that the Transferor and Transferee shall have effected the IP Transfer; and

WHEREAS, the Transferee, Transferor, Creditor Entity and Collateral Agent desire to enter into this Agreement in order to provide for the IP Transfer concurrently with the closing of the transactions described in the AGT Investment Agreement (collectively, the "Ushio Transaction") and concurrently with the payment of the IP Consideration on behalf of Transferor directly to the Creditor Entity.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and further agree as follows:

1. Transfer of Patent; Payment of IP Consideration. Concurrently with the closing of the Ushio Transaction (the "Closing"), on the terms and subject to the conditions set forth in this Agreement, Transferor does hereby sell, convey, transfer and assign to Transferee the IP and the Patents, including all inventions disclosed therein and any continuations, divisionals,

continuations-in-part, reissue, substitutions, extensions, re-examinations, or foreign counterparts of such Patents, for the United States and its territorial possessions and all foreign countries, also including all rights to claim priority, to file applications and obtain patents, utility models, industrial models and designs in its own name, and all rights of action on account of past, present and future unauthorized use or infringement of said Patents, free and clear of any liens, claims or encumbrances, in exchange for the payment of the IP Consideration to the Creditor Entity which payment/issuance shall be made concurrently with the Closing.

2. “As Is” Share Purchase. Creditor Entity has reviewed the AGT Investment Agreement, the related Stockholders Agreement and all other material agreements relating to the Ushio Transaction and has conducted its own due diligence investigation relating to the Transferee and the value of the Shares and is acquiring the Shares “as is” without any representation or warranty by the Transferee or its affiliates as to the value of the Shares.

3. Assistance; Grant of Power of Attorney. Transferor agrees upon request (and at the expense) of Transferee (or its successors, assigns, or legal representatives) to execute all oaths, assignments, powers, and any other papers necessary to perform Transferor's obligations hereunder, testify in any proceeding, and otherwise take any action, and fully cooperate with Transferee to perform Transferor's obligations hereunder, in each case, related to securing and enforcing Transferee's rights related to this Assignment. Furthermore, Transferor, for itself and its successors and assigns, irrevocably constitutes and appoints Transferee and its successors and assigns, and each of them, the true and lawful attorney of Transferor and its successors and assigns, with full power of substitution and gives and grants unto Transferee and its successors and assigns, and each of them, full power and authority in the name of Transferor and their successors and assigns, at any time and from time to time, to execute any and all documents required to substantiate this transfer; to demand, sue for, recover, and receive any and all rights, demands, claims, causes of action, and warranties of every kind and description whatsoever incident or relating to the Patents and IP, for the purpose of fully vesting in Transferee and its successors and assigns, all and singular, all the right, title and interest in and to the Patents and IP, in each case to the extent of the rights, powers and authorities lawfully granted to or reserved by Transferor by this Agreement or applicable law. This power of attorney is coupled with an interest and is irrevocable.

4. Representations, Warranties and Covenants.

(a) Transferor hereby represents and warrants to Transferee that Transferor has good and valid title to the Patents and IP (including, without limitation, all right, title, and interest in the Patents and IP and the right to sue for past, present and future infringements thereof), free and clear of any liens, claims and encumbrances (except for those in favor of the Investors which will be released at Closing) and has the requisite authority to effect the transactions set forth in this Agreement.

(b) Transferor represents and warrants to Transferee and its assignees that neither Transferor, nor the inventors of the Patents and IP, nor their counsel: intentionally and knowingly (i) failed to disclose any material, non-cumulative prior art references to the United States Patent and Trademark Office (the "PTO") or any foreign patent offices requiring such disclosure in connection with the prosecution of any Patents and IP; (ii) made any material

misstatements or misrepresentations to the PTO or any foreign patent offices in connection with the prosecution of any of the Patents and IP; or (iii) engaged in any act or omission inconsistent with the duty of candor to the PTO. Transferor represents and warrants to Transferee and its assignees that it will deliver to Transferee, within five (5) business days after the date hereof, the Deliverables identified on Exhibit A which are readily available to Transferor ("Deliverables"). Within thirty (30) days of the date hereof, Transferor will provide to Transferee any remaining Deliverables that Transferor can reasonably obtain.

(c) Transferor represents and warrants to Transferee and its assignees that: (i) the Patents and IP are not expired, lapsed, abandoned or deemed withdrawn, nor have any of the Patents and IP been licensed to anyone other than to the Transferee, and are not otherwise subject to any encumbrances known to Transferor; (ii) to the knowledge of the Transferor, the inventions and discoveries described in the Patents were made solely by the inventors named in the Patents, without misappropriation of any trade secrets, confidential information, or other rights of any person; (iii) to the knowledge of the Transferor, the inventors named in the Patents had no obligation to assign the inventions claimed by the Patents to any third party based on any form of employment and/or consulting agreement or relationship; (iv) Transferor is not aware of any prior art that must be disclosed to any governmental office in which a given patent application has been filed (based on relevant disclosure obligations); (v) all maintenance fees, annuities and other payments owed to the PTO or, to the knowledge of Transferor, any foreign patent office in connection with the Patents and IP have been paid and are current as of the date hereof; (vi) Transferor has not entered and shall not enter into any agreement that would materially impair or conflict with its obligations hereunder; (vii) there is no pending or to the knowledge of Transferor, threatened claim that the practice of the inventions described in the Patents and IP infringes any patents or patent applications of any third party; (viii) no patent claim in the Patents has been adjudicated to be invalid or unenforceable, in whole or in part, for any reason, in any administrative, arbitration, or judicial proceeding before a tribunal of competent jurisdiction, and Transferor is not aware of any third party intending to initiate such a proceeding; (ix) to the knowledge of Transferor, Transferor and those authorized by Transferor to make, offer for sale, sell or import into the United States any article covered by the Patents have complied with the marking provisions of 35 U.S.C. section 287(a) with respect to the Patents; (x) Transferor has satisfied, and will continue to satisfy, all of its obligations to the inventors of the Patents and IP, pursuant to the terms of the agreement under which Transferor acquired the Patents and IP from the inventors; and (xi) Transferor will indemnify and hold Transferee harmless against any claims and/or legal actions brought by the inventors of the Patents and IP concerning Transferor's obligations to the inventors pursuant to the terms of the agreement under which Transferor acquired the Patents and IP from the inventors.

5. Release of Liens; Termination of Security Interests. Effective upon payment of the IP Consideration, the Collateral Agent hereby releases any and all liens or other encumbrances against the Patents and the IP and agrees that, effective upon payment of the IP Consideration, all security interests granted to the Investors with respect to the Patents and IP and any other rights to be transferred pursuant hereto are hereby terminated and of no further force or effect. Collateral Agent and Transferor hereby agree to take such actions, including the execution and filing of any documents or other instruments, as may be reasonably requested by the Transferee, in connection with the release of such security interest or the liens related thereto.

6. Termination of License Agreement. Upon payment of the IP Consideration, the License Agreement shall be terminated and of no further force or effect, except Transferee shall pay any accrued but unpaid License fees related to the License Agreement.

7. Amendment. This Agreement may be amended, modified or extended only by a written agreement signed by Transferor and Transferee.

8. Governing Law; Jurisdiction. This Agreement shall be governed by the substantive laws of the State of Delaware.

9. Counterparts. This Agreement may be executed in several original counterparts. Each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts shall constitute but one and the same instrument.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by a duly authorized officer of each of the parties hereto as of the date first above written.

TRANSFEROR:

ARCALUX CORPORATION

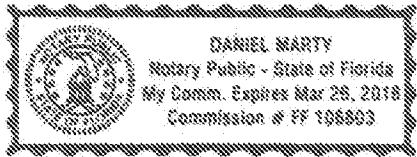
By: [Signature]
Name: DOUGLAS E MARTY
Title: CEO

STATE OF FL
Miami-Dade COUNTY

Before me this 8 day of January 2011, personally appeared [Signature], to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

AFFIX SEAL

[Signature]
Notary Public



Signature page to Patent Transfer and Sale Agreement

COLLATERAL AGENT:

AIRGUIDE MANUFACTURING, LLC

By: [Signature]
Name: DOUGLAS C MARTY
Title: MANAGER

CREDITOR ENTITY:

MCAG, LLC

By: [Signature]
Name: DOUGLAS C MARTY
Title: MEMBER

TRANSFeree:

AMERICAN GREEN TECHNOLOGY, INC.

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

AIRGUIDE MANUFACTURING, LLC

By: _____

Name: _____

Title: _____

CREDITOR ENTITY:

MCAG, LLC

By: _____

Name: _____

Title: _____

TRANSPEREE:

AMERICAN GREEN TECHNOLOGY, INC.

By:  _____

Name: DANIEL BOGAR

Title: PRESIDENT / CEO

SCHEDULE 1

United States Patent:

1. United States Patent No. 7,922,351, filed May 8, 2007, titled "Fixture"
2. United States Patent No. 8,350,228, filed May 20, 2010, titled "Germicidal fixture and methods"
3. United States Patent No. 8,439,517, filed April 11, 2011, titled "Fixture installation apparatus method"

EXHIBIT A

DELIVERABLES

For the Patents and IP, to the extent within Transferor's possession and not otherwise publicly available to Transferee, Transferor shall deliver to Transferee, as applicable:

- (i) the original ribbon copy issued by the PTO, or the original certificate issued by the applicable government;
- (ii) any agreements assigning and/or transferring rights in the subject inventions and patents;
- (iii) any conception and reduction to practice materials; and
- (iv) the prosecution history files, including all files, documents and tangible things constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, and issuance of the Patents.