

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3847646

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
SERENITY TECHNOLOGIES, INC.	03/15/2016
RECEIVING PARTY DATA	
Name:	ARYAMOND SINGAPORE PTE. LIMITED
Street Address:	16 COVE WAY
City:	SINGAPORE
State/Country:	SINGAPORE
Postal Code:	098211
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8431188
Patent Number:	9108888
Application Number:	14808575
CORRESPONDENCE DATA	
Fax Number:	(612)349-9266
<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:	612-349-5745
Email:	pommier@ptslaw.com
Correspondent Name:	PAUL C. ONDERICK
Address Line 1:	80 SOUTH 8TH STREET
Address Line 2:	4800 IDS CENTER
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	4173.02US02
NAME OF SUBMITTER:	ANN POMMIER
SIGNATURE:	/Ann Pommier/
DATE SIGNED:	04/27/2016
Total Attachments: 7	
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LICENSE AGREEMENT

This Agreement ("**Agreement**") is by and between Aryamond Singapore PTE. Limited with an address at 16 Cove Way, Singapore 098211 ("**LICENSOR**"), and Serenity Technologies, Inc., an Oregon corporation with principal offices at 43320 Business Park Dr., Suite B-105/106, Temecula, California 92590 ("**SERENITY**"). The parties hereto agree as follows:

1.1 Definitions

For all purposes of this Agreement the following terms, as used herein, shall have the meanings specified below:

1.1

"**Affiliate**" shall mean, with respect to a person ("A") any other person: (i) that is Controlled by A, (ii) that is Controlled by an entity or person which also Controls A; or (iii) that Controls A.

1.2 "**Applicable Laws**" shall mean any national, state, provincial, local, municipal, foreign, international, multinational or other law, regulation, administrative order, constitution, ordinance, decree, principle of common law, statute or treaty and includes the rules, regulations, guidelines, directives and licences issued by any relevant regulator and applicable to any Party and shall include the laws of Singapore and of the United States of America.

1.3 "**Business**" shall mean procuring, cutting, polishing, processing, whitening, coloring, diamond skin coating and treatment, marketing and/or selling Gemstones by utilizing/ applying the Patent Rights or otherwise, and all other acts necessary and incidental thereto; and Engraving, imprinting or etching various goods including Gemstones with visible or invisible (to the naked eye) marks or identification, analog or digital and with attendant methods to extract the data, in any manner, and will include any other business as may be specified in the Joint Venture Agreement, from time to time.

1.4 "**Confidential Information**" shall mean any and all confidential, proprietary, and/or trade secret information disclosed by a Party (herein "**Disclosing Party**") to the other Party (herein "**Receiving Party**"). Without limiting the generality of the foregoing, Confidential Information shall include, but not be limited to, marketing plans, cost or price data, customer or supplier information, technical information, patent applications, and patent prosecution documents regarding the Invention or the Products. Confidential Information shall not include any such information that:

(i) is at the time of being so provided by Disclosing Party or after that time, through no act or omission by the Receiving Party, becomes generally available to the public; (ii) was lawfully available on a non-confidential basis to the Receiving Party, as evidenced by written records, before disclosure by Disclosing Party; (iii) can be shown by written records of the Receiving Party to have been independently developed by the Receiving Party without any use of Confidential Information of the Disclosing Party; or (iv) is lawfully made available to the Receiving Party, as evidenced by written records, otherwise than in breach of an obligation of confidentiality owed to the Disclosing Party.



1.5 "Control" shall mean the possession, directly or indirectly, of (i) the power to direct or cause the direction of, the management and policies of a person, or (ii) the ability to appoint a majority of the directors, managing body, governing body or such other decision making authority, of such person, in each case by contract or otherwise and whether through the ownership of a majority of voting shares or otherwise, and the words "Controlling" and "Controlled" shall be construed accordingly.

1.6 "Effective Date" shall mean the date the last party executed this Agreement.

1.7 "Field" shall mean that which is outside the scope of the Business.

1.8 "Gemstones" shall mean (i) silicon carbide (including diamond coated or treated silicon carbide and silicon carbide transformed into diamond or diamond simulant in any form) - gems (ii) all non-diamond material that can be used to simulate the appearance of a diamond, but does not include cubic zirconia or zircon without diamond coating;

1.9 "Joint Venture Agreement" shall mean the Joint Venture Agreement dated March 15, 2016 executed by and among Aryamond PTE Ltd, Serenity Technologies Inc., Aryamond Healing PTE Ltd., Mr. Anil Arya, Dr. Suneeta Neogi and Mr. Jayant Neogi, as may be amended and be in force from time to time.

1.10 "Products" shall mean any apparatus, device, system, product, article, appliance, method or process, but excluding Gemstones, in relation to which the Patent Rights relating and limited to the Field may be applied or used by the Licensee.

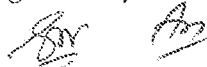
1.11 "Patent Rights" shall mean U.S. Patents 8,431,188 and 9,011,888, U.S. Patent Application 14/808,188, European Patent Application 09798852.1, Hong Kong Patent Application 11110616.0, India Patent Application 365/DELNP/2011 and any patent application claiming priority to the applications from which U.S. Patents 8,431,188 and 9,011,888 issued that are filed anywhere in the world, including any continuation, continuation-in-part, division, reexamination, reissue, substitute, renewal or extension of any of the foregoing.

2. Grant of License

2.1 LICENSOR grants to SERENITY, and SERENITY accepts, a limited, world-wide, royalty-free, transferable, exclusive license to use and apply the Patent Rights, to make, have made, use, sell, offer for sale, import and export Products within the Field, in compliance with Applicable Laws ("License"). As used herein, "exclusive" shall mean that LICENSOR may not grant any other license of the Patent Rights, in whole or in part to any other party without Serenity's consent. Licensor may practice the Patent Rights outside the Field and within the scope of the Business. Licensee may practice the Patent Rights within the Field and outside the scope of the Business.

3. Sublicenses

3.1 SERENITY shall have the exclusive right to grant sublicenses within the Field for the Patent Rights, but no such sublicenses granted by SERENITY shall cause any obligation on the part of or



liability to the LICENSOR. SERENITY shall provide LICENSOR with a complete copy of each sublicense granted hereunder within thirty (30) days of its execution.

3.2 For any sublicenses granted by SERENITY hereunder, the sublicensee shall expressly and in writing agree to the terms of this Agreement to the same extent as SERENITY, which shall not discharge any of the obligations or responsibilities of SERENITY. Any sublicense granted by SERENITY that fails to contain this provision shall be deemed null and void. If SERENITY is in compliance with its duties under this Agreement, LICENSOR shall not contact or otherwise disturb any such sublicensee or its quiet enjoyment of its respective rights thereunder.

3.3 Termination of this Agreement shall operate to terminate all sublicenses that may have been granted by SERENITY. Any sublicense granted by SERENITY that fails to contain corresponding provisions relative to termination shall be deemed null and void.

4. Confidentiality

4.1 Receiving Party shall keep, maintain and not disclose Confidential Information of Disclosing Party and, SERENITY shall require that all Affiliates and sublicensees likewise comply with this confidentiality provision. Any disclosure of Confidential Information by the Receiving Party based for complying with Applicable Laws, as advised by a legal counsel, shall not be considered as breach of its obligations of confidentiality.

5. Patent Prosecution

5.1 Patent Prosecution shall be governed by the terms of the Joint Venture Agreement including but not limited to the terms of Section 15 and Schedule 3 of the Joint Venture Agreement.

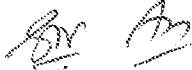
5.2 In any infringement suit brought by or declaratory judgment action defended by either party (herein "Initiating Party") to protect any of the Patent Rights pursuant to this Agreement, the other party ("Non-initiating Party") shall, at the request of the Initiating Party, cooperate in all respects and, to the extent possible, have its employees testify when requested and make available relevant records, papers, information, samples, specimens, and the like. It is however clarified that the costs and expenses in relation to such actions shall be borne by the Initiating Party unless the Non-initiating Party has committed a breach of its obligations under this Agreement.

5.5 SERENITY shall provide reasonable assistance to LICENSOR in obtaining, perfecting and defending the Patent Rights during the Term of this Agreement.

6. Warranty

6.1 LICENSOR represents and warrants to SERENITY that:

(a) LICENSOR has not previously assigned, licensed, sold or otherwise transferred the Patent Rights relating to the Field and Products to any other person or entity on or before the Effective Date;



(b) LICENSOR is not aware of having received any written notice from third parties that the Patent Rights relating to the Field and Products infringe any third party patent rights.

6.2 Other than as provided in Section 6.1, all property, right or license, whether tangible or intangible, which may be delivered or made available hereunder by the LICENSOR to SERENITY, shall be delivered on an "as is, where is" basis without any express or implied warranty. LICENSOR MAKES NO OTHER WARRANTIES WHATSOEVER. LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SERENITY IS AWARE AND AGREES THAT GIVEN THAT THE TERMS OF THE LICENSE GRANTED HEREIN, INCLUDING WITHOUT LIMITATION, IT BEING ROYALTY-FREE, SERENITY HAS SATISFIED ITSELF ABOUT THE THE REASONABLENESS OF THE DISCLAIMER AND FURTHER CONFIRMS THAT IT WAIVES, TO THE MAXMIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, ALL RIGHTS IT NOW HAS OR MAY HAVE IN FUTURE, TO BRING A CLAIM ON LICENSOR UNDER OR PURSUANT TO THE AGREEMENT, EXCEPT FOR BREACH OF OBLIGATIONS OF LICENSOR AS CONTAINED IN SECTION 6.1 ABOVE.

7. Term & Termination

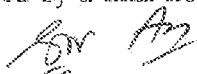
7.1 This Agreement shall commence on the Effective Date and shall remain in effect for the life of the last-to-expire patent under the Patent Rights (the "Term"), subject to earlier termination as envisaged herein.

7.2 Provisions of this Agreement which by their nature contemplate rights and obligations of the parties to be enjoyed or performed after the cancellation, expiration or termination of this Agreement shall survive until their purposes are fulfilled. Termination, expiration or cancellation of this Agreement for any reason shall not relieve either party of its duties and obligations accruing prior to the effective date of such termination, expiration or cancellation.

7.3 If SERENITY becomes bankrupt, insolvent, files a petition for bankruptcy, or if the business of SERENITY is placed in the hands of a receiver, assignee or trustee for the benefit of creditors, whether by the voluntary act of SERENITY or otherwise, this Agreement shall automatically terminate without requiring any notice whatsoever to SERENITY and all the rights and License granted to SERENITY hereunder shall immediately and without further action stand terminated, without the LICENSOR being liable to pay any compensation to SERENITY.

7.4 If SERENITY commits a breach of its obligations hereunder including without limitation, its obligation to limit the application of the License only to the Field and the Products, LICENSOR shall have the right to issue a notice of 30 (thirty) days calling upon SERENITY to remedy such breach and account for the profits made due to such act, failing which LICENSOR shall have the right to terminate Agreement and the License granted hereunder, without being liable to pay any compensation to SERENITY.

7.5 In the event that any claim of any application within the Patent Rights is canceled, abandoned, or otherwise disallowed by a final non-appealable or non-appealed action of a patent



office having jurisdiction, or in the event that any claim of any patent within the Patent Rights is held invalid or unenforceable by a non-appealable or non-appealed decision by any court of competent jurisdiction, the scope of License granted herein shall stand reduced or modified or terminated accordingly.

7.6 SERENITY will have the right to terminate this Agreement with or without cause at any time upon thirty (30) days prior written notice to LICENSOR.

7.7 THE PARTIES INTEND FOR THIS AGREEMENT AND THE LICENSES GRANTED HEREIN TO COME WITHIN SECTION 365(n) OF 1133 U.S. BANKRUPTCY CODE AND, NOTWITHSTANDING THE BANKRUPTCY OR INSOLVENCY OF LICENSOR, THIS AGREEMENT AND THE LICENSES GRANTED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT SO LONG AS SERENITY IS IN MATERIAL COMPLIANCE WITH THE TERMS AND CONDITIONS.

7.8 In the event that LICENSOR ceases business, is liquidated or declares bankruptcy, the License that takes effect under section 2.1 of this Agreement shall remain effective with relation to successors in interest of the Patent Rights.

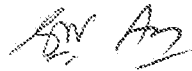
8. Indemnification

8.1 Each of the Parties (the "**Indemnifying Party**") shall indemnify and keep indemnified the other Party (the "**Indemnified Party**") on demand against any and all losses, claims, costs, and damages (whether general, special, absolute, accrued, conditional or otherwise and whether or not resulting from third party claims), including interests and penalties with respect thereto and out-of-pocket expenses, including reasonable attorneys' and accountants' fees and disbursements ("**Losses**") relating to or arising out of or in connection with any claim, legal action, proceeding, suit, litigation, prosecution, mediation, arbitration, enquiry or mediation which are incurred or suffered by the Indemnified Party arising out of or in connection with:

- (a) any misrepresentation or any default or breach of any representation, warranty, covenant or other obligation hereunder made by the Indemnifying Party; and/or
- (b) any Losses suffered by the Indemnified Party in relation to any breach, default of any representation, warranty, covenant or other obligation hereunder or any such representation, warranty or covenant being or becoming untrue; and/or
- (c) any gross negligence or willful misconduct on the part of the Indemnifying Party.

8.2 The rights of an Indemnified Party under this Clause are independent of, and in addition to, such other rights and remedies as the Indemnified Party may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

9. Assignability



9.1 This Agreement is not assignable by either party without the other party's written consent, which consent may not be unreasonably withheld.

10. Notices and Other Communications

10.1 Any notice or other communication pursuant to this Agreement shall be sufficiently made and deemed given on the date of mailing if sent to such party by express mail or certified first class mail, postage prepaid, made out to the party and addressed to it at its address below or as it may designate by written notice given to the other party:

LICENSOR:

Aryamond Singapore PTE. Limited
16 Cove Way
Singapore 098211

SERENITY:

Suneeta Neogi, President
Serenity Technologies, Inc.
28765 Single Oak Drive, Suite 140
Temecula, California 92590

11. Miscellaneous Provisions

11.1 This Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of Singapore. The parties agree to submit to exclusive jurisdiction and venue of the Courts in Singapore for resolving any disputes arising under or in relation to this Agreement.

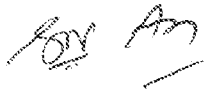
11.2 This Agreement sets forth the entire agreement and understanding of the parties related to the subject matter contained herein and may not be modified except through a duly executed amendment signed by both Parties.

11.3 The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of law, such invalidity or non-enforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

11.4 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party.

11.5 This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and duly executed this Agreement as of the day and year set forth below.



LICENSOR

Aryamond Singapore PTE. Limited, 16 Cove Way, Singapore 098211

Amil A

Dated: 3/15/16

Title: Managing Director

LICENSEE

Serenity Technologies, Inc., 43320 Business Park Dr., Suite B-105/106, Temecula, California 92590

[Signature]

Dated: 3/15/16

Title: PRESIDENT

[Signature]

PATENT