

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KOREA INSTITUTE OF SCIENCE AND TECHNOLOGY	07/14/2016
RECEIVING PARTY DATA	
Name:	REMPUS INC.
Street Address:	#1104. 120, HEUNGDEOKJUNGANG-RO, GIHEUNG-GU, YONGIN-SI, GYEONGGI-DO
City:	YONGIN-SI
State/Country:	KOREA, REPUBLIC OF
Postal Code:	16950
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7544429
CORRESPONDENCE DATA	
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<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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NAME OF SUBMITTER:	SANG CHUL KWON
SIGNATURE:	/Sang Chul Kwon/
DATE SIGNED:	09/19/2016
Total Attachments: 2	
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PATENT ASSIGNMENT

THIS AGREEMENT is made and entered into on July 14, 2016, by and between **KOREA INSTITUTE OF SCIENCE AND TECHNOLOGY** (the "Assignor"), having its primary place of business at of 5, Hwarang-ro 14-gil, Seongbuk-gu, Seoul, 02792, Republic of Korea and **REMPUS INC.** (the "Assignee") having its primary place of business at #1104, 120, Heungdeokjungang-ro, Giheung-gu, Yongin-si, Gyeonggi-do, 16950, Republic of Korea (collectively the "Parties").

WHEREAS, Assignor is the sole and rightful owner of titled, **MEMBRANELESS AND MEDIATORLESS MICROBIAL FUEL CELL**, U.S. Patent No. 7,544,429, issued on June 9, 2009 (the "Patent").

WHEREAS, Assignee wishes to acquire all right, title and interest in the Patent, and Assignor wishes to sell its interest in the Patent to Assignee.

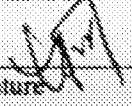
NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and for good and valuable consideration, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patent including all reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patent to Assignee.
2. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants
 - i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee,
 - ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and
 - iii) that to the best of Assignor's knowledge, the Patent is valid and enforceable as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of the Patent subsequent to the date of this Agreement.
3. *Patent Status.* Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patent is invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.

4. *Further Actions.* Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.
5. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the Republic of Korea, without regard to conflicts of law principles.
6. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
7. *Severability.* If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
8. *Headings.* The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
9. *Entire Agreement.* This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR


Signature

Jihyung Byun
Print Name

Head of Intellectual Property Team
Title

ASSIGNEE


Signature

SANG-GWEON CHANG
Print Name

CEO
Title