

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4109124

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	NIRVANA TECHNOLOGY, INC.	10/21/2016
RECEIVING PARTY DATA		
Name:	GREGORY VAN BUSKIRK	
Street Address:	65 PANORAMA COURT	
City:	DANVILLE	
State/Country:	CALIFORNIA	
Postal Code:	945066154	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	7893014	
CORRESPONDENCE DATA		
Fax Number:		
<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:	9259976397	
Email:	gregory.vanbuskirk@gmail.com	
Correspondent Name:	GREGORY VAN BUSKIRK	
Address Line 1:	65 PANORAMA COURT	
Address Line 4:	DANVILLE, CALIFORNIA 945066154	
NAME OF SUBMITTER:	GREGORY VAN BUSKIRK	
SIGNATURE:	/Gregory van Buskirk/	
DATE SIGNED:	10/21/2016	
Total Attachments: 16		
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ASSIGNMENT OF PATENTS, APPLICATIONS, AND INVENTIONS

WHEREAS Nirvana Technology, Inc., is a corporation organized and existing under the laws of the State of Delaware and having a principal place of business at 1313 Rimrock Drive, San Jose, CA 94520, US (hereinafter "ASSIGNOR");

WHEREAS Gregory van Buskirk, is an individual residing at 65 Panorama Court, Danville, CA 94506, US (hereinafter "ASSIGNEE");

WHEREAS by action of an Assignment Agreement executed on June 19, 2015, ASSIGNOR obtained from ASSIGNEE all right, title and interest in the following Letters Patents and applications therefor:

1. U.S. Patent No. 7,893,014 B2: "Fabric Treatment for Stain Release," issued 22 February 2011, and
2. U.S. Patent Application Number 14/549,555: "Improved Fabric Treatment for Stain Release," filed 20 November 2014;

WHEREAS said Assignment Agreement (attached) contains conditions whereby ASSIGNEE may repurchase the right, title and interest in the aforementioned Letters Patents and applications therefor;

WHEREAS at least one condition for repurchase by ASSIGNEE has transpired;

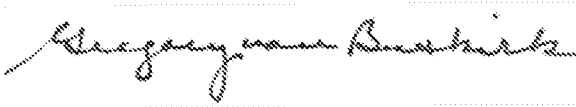
WHEREAS good and proper consideration, exceeding that defined in the Assignment Agreement, has been paid to ASSIGNOR by ASSIGNEE;

NOW THEREFORE, in return for good and proper consideration acknowledged by said ASSIGNOR to have been received in full from said ASSIGNEE:

1. ASSIGNOR hereby sells, assigns, transfers and otherwise conveys to ASSIGNEE, and ASSIGNEE's successors, legal representatives and assigns, the entire right, title and interest in and to the PATENT PROPERTY.
2. ASSIGNOR further agrees to execute and cause to be executed such additional instruments as may be necessary or desirable to confirm the transfer of rights as herein contemplated, to record the transfer of rights in the United States and throughout the world, and to permit ASSIGNEE, and ASSIGNEE's successors, legal representatives and assigns to enforce the PATENT PROPERTY.

ASSIGNOR has caused the instant Assignment to be executed by a duly authorized corporate officer and delivered to ASSIGNEE this 21st day of October, 2016, in the State of California.

Nirvana Technology, Inc.

By: 

Name: Gregory van Buskirk

Title: Co-Founder, Chief Technology Officer, and Treasurer

ATTACHMENT 1: Patent and Know-How Assignment Agreement, dated June 19, 2015

NIRVANA TECHNOLOGY, INC.

A Delaware corporation

PATENT AND KNOW-HOW ASSIGNMENT AGREEMENT

This Patent and Know-How Assignment Agreement ("**Agreement**"), dated as of 19 June 2015 (the "**Effective Date**"), is by and between Gregory van Buskirk, sole owner of SageWay Solutions, LLC, located at 65 Panorama Court, Danville, CA 94506 ("**Assignor**") and Nirvana Technology, Inc., a Delaware corporation, with offices located at 1313 Rimrock Drive, San Jose, CA 95120 ("**Assignee**"). This Agreement supersedes the Patent and Know-How License and Assignment Agreement between Assignor and Assignee dated February 27, 2014, which by action of this Agreement becomes null and void.

WHEREAS, Assignor is the sole and exclusive owner of and has the right to assign to Assignee the Assigned Patents (as defined below) and Know-How (as defined below), with The Clorox Company currently reserving the right to a conditional royalty-free license should they choose to exercise it;

WHEREAS, Assignor has agreed to assign the Assigned Patents and Know-How to Assignee (the "**Assignment**"), subject to a repurchase and re-assignment right.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" for purposes of this Agreement means the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise/direct or indirect ownership of more than fifty percent (50%) of the voting securities of a Person, and "controlled by" and "under common control with" have correlative meanings.

"**Agreement**" has the meaning set forth in the preamble.

"**Assigned Patents**" means the patents and patent applications listed in Schedule 1 together with all patents that issue therefrom and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing.

"**Assignee**" has the meaning set forth in the preamble.

"**Assignment**" has the meaning set forth in in the recitals.

"Assignor" has the meaning set forth in the preamble.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in Palo Alto, CA are authorized or required by law to be closed for business.

"Company Products" means products incorporating the Assigned Patents and Licensed Know-How.

"Effective Date" has the meaning set forth in the preamble.

"Governmental Authority" means any federal, state, national, supranational, local or other government, whether domestic or foreign, including any subdivision, department, agency, instrumentality, authority (including any regulatory authority), commission, board or bureau thereof, or any court, tribunal or arbitrator.

"Intellectual Property Rights" means all trade secrets, copyrights, trademarks (and related goodwill), mask work rights, patents and other intellectual property rights recognized by the laws of any jurisdiction or country and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions and renewals thereof.

"Know-How" means any and all technical information, trade secrets, formulas, prototypes, specifications, directions, instructions, test protocols, procedures and results, studies, analyses, raw material sources, data, manufacturing data, formulation or production technology, conceptions, ideas, innovations, discoveries, inventions, processes, methods, materials, machines, devices, formulae, equipment, enhancements, modifications, technological developments, techniques, systems, tools, designs, drawings, plans, software, documentation, data, programs and other knowledge, information, skills and materials controlled by Assignor pertaining to the Assigned Patents and useful in the manufacture, sale or use of the products incorporating the Assigned Patents, and any modifications, variations, derivative works and improvements of or relating to any of the foregoing.

"Person(s)" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"Re-assignment Event" has the meaning set forth in Section 3.

"Term" has the meaning set forth in Section 9.1.

"Unit Sale of Product" shall be the equivalent of one (1) one-quart or one-liter bottle of Product that practices the Assigned Patents for a retail price of at least US\$9.99.

"Valid Claim" means, a claim of an unexpired issued or granted Assigned Patent as long as the claim has not been admitted by Assignor or otherwise caused to be invalid or unenforceable

through reissue, disclaimer or otherwise, or held invalid or unenforceable by a Governmental Authority of competent jurisdiction from whose judgment no appeal is allowed or timely taken.

2. Assignment.

2.1. Patent Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned Patents**"), subject to the terms in Section 3:

- (a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;
- (b) 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;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, 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.

2.2. Consideration for Assignment. As consideration for entering into this Agreement and for Assignor making the assignment, Assignee will make a one-time payment to Assignor the amount of \$500.

2.3. Effecting the Assignment. Assignor will, at the Assignee's expense, give the Assignee, all assistance it reasonably requires to perfect, protect, and use its rights to the Assigned Patents and Licensed Know-How. In particular, but without limitation, Assignor will sign all documents, do all things, and supply all information that the Assignee may deem necessary or desirable to:

- (a) Apply for, obtain, perfect and transfer or record the transfer of Assignor's entire right, title and interest in the Assigned Patents and Licensed Know-How and Intellectual Property Rights in the Assigned Patents and Licensed Know-How to Assignee in any jurisdiction in the world; and maintain, protect and enforce the same, including, without limitation, executing and delivering to the Assignee any

and all applications, oaths, declarations, affidavits, waivers, assignments and other documents and instruments as shall be requested by the Assignee;

- (b) Any assignment of Assigned Patents and Licensed Know-How (and all Intellectual Property Rights with respect thereto) hereunder includes an assignment of all Moral Rights (as defined below). To the extent such Moral Rights cannot be assigned to Assignee and to the extent the following is allowed by the laws in any country where Moral Rights exist, Assignor hereby unconditionally and irrevocably waive the enforcement of such Moral Rights, and all claims and causes of action of any kind against Assignee or related to Assignee's customers, with respect to such rights. Assignor further acknowledges and agrees that neither Assignor's successors-in-interest nor legal heirs retain any Moral Rights in any Assigned Patents and Licensed Know-How (and all Intellectual Property Rights with respect thereto). "**Moral Rights**" means all paternity, integrity, disclosure, withdrawal, special and any other similar rights recognized by the laws of any jurisdiction or country; and
- (c) Assignor hereby irrevocably grants the Assignee power of attorney to execute and deliver any such documents on Assignor's behalf in his name and to do all other lawfully permitted acts to transfer the Assigned Patents and Licensed Know-How to the Assignee and further the transfer, issuance, prosecution and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if Assignor does not promptly cooperate with the Assignee's request (without limiting the rights the Assignee shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be effected by Assignor's subsequent incapacity.

2.4. Clorox Assignment. Assignee acknowledges and agrees that the Assigned Patent is subject to an Assignment Agreement effective January 1, 2011 between The Clorox Company and Assignor (Reel-frame: 26404-57).

- 3. Assignor's Right to Re-Assignment and Repurchase. In the event that any of the following Re-Assignment Events occur, Assignor hereby has the right to repurchase the Assigned Patents and Know-How from Assignee for \$1.00, and, upon Assignor's repurchase, Assignee will reassign the Assigned Patents and Know-How back to Assignor. In the event Assignor repurchases the Assigned Patents and Know-How pursuant to this Section 3, Assignee will, at the Assignee's expense, give the Assignor, all assistance it reasonably requires to perfect, protect, and use its rights to the Assigned Patents and Licensed Know-How. In particular, but without limitation, Assignee will sign all documents, do all things, and supply all information that the Assignor may deem necessary or desirable, including without limitation, those items referenced in Section 2.3(a - c) above. The Re-Assignment Events are as follows:

- 3.1. Assignee does not meet at least one of the following sales milestones: (a) Assignee sells One Hundred Thousand (100,000) Unit Sale of the Product as defined below during a 12

month period within the two years following the Effective Date; or (b) Telebrands or some future sublicensee sells Five Hundred Thousand (500,000) Unit Sale of the Product as defined below during a 12 month period within the two years following the Effective Date.

- 3.2. Within two years after the Effective Date, Assignee (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within ninety (90) Business Days or is not dismissed or vacated within sixty (60) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 3.3. Within two years after the Effective Date, Assignee fails to make any payments for the Patent Costs in Section 4 of this Agreement within 5 days of the final official jurisdictional deadline for any Patent Costs.
4. **Patent Prosecution and Maintenance.** For each patent and patent application included as an Assigned Patent, Assignee shall be solely responsible for, and make all decisions concerning, the preparation, filing, prosecution and maintenance thereof and notify Assignor of any additions or deletions and any changes in the status of any Assigned Patent. Assignee shall be responsible for all legal costs arising out of preparation, filing, prosecution and maintenance of each patent and patent application included as a Assigned Patent (the "**Patent Costs**") as of the date of the Assignment Agreement effective January 1, 2011 between The Clorox Company and Assignor.
5. **Third-party Infringement Claims.** If (a) either party believes that a Assigned Patent or Know-How is being infringed or misappropriated by a third party, or (b) if a third party alleges that any Assigned Patent is invalid or unenforceable or claims that a Company Product, or its use, development, manufacture or sale infringes such third party's intellectual property rights, the party possessing such belief or awareness of such claims shall promptly provide written notice to the other party and provide it with all details of such infringement or claim, as applicable, that are known by such party.
6. **Patent Marking.** Assignee and any sublicensee shall comply with the patent marking provisions of 35 USC § 287(a) by marking all Company Products with the word "patent" or the abbreviation "pat." and either the numbers of the relevant Assigned Patents or a web address that is freely accessible to the public and that associates the Company Products with the relevant Assigned Patents.
7. **Representations and Warranties.**

7.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that as of the date of this Agreement:

- (a) if an entity, the party is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;
- (b) the party has, and throughout the Term shall retain, the full right, power and authority to enter into this Agreement and to perform the party's obligations hereunder;
- (c) if an entity, the execution of this Agreement by the party's representative whose signature is set forth at the end hereof has been duly authorized by all necessary action of the party; and
- (d) when executed and delivered by such party, this Agreement shall constitute the legal, valid and binding obligation of that party, enforceable against that party in accordance with its terms.

7.2. Assignor's Representation and Warranties. Assignor represents and warrants that it has not received any notice or threat of any claim, suit, action or proceeding, and has no knowledge or reason to know of any information, that could: (a) invalidate or render unenforceable any claim of any Assigned Patent; (b) prove that the Company Products are not covered by any claim of any Assigned Patent; or (c) cause any claim of any Assigned Patent to fail to issue or be materially limited or restricted as compared with its currently pending scope.

7.3. Disclaimer of Assignor Representations and Warranties. ASSIGNOR EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED STATUTORY OR OTHERWISE, CONCERNING THE VALIDITY, ENFORCEABILITY AND SCOPE OF THE ASSIGNED PATENTS, THE ACCURACY, COMPLETENESS, SAFETY, USEFULNESS FOR ANY PURPOSE OR, LIKELIHOOD OF SUCCESS (COMMERCIAL, REGULATORY OR OTHER) OF THE COMPANY PRODUCTS, KNOW-HOW AND ANY OTHER TECHNICAL INFORMATION, TECHNIQUES, MATERIALS, METHODS, PRODUCTS, PROCESSES OR PRACTICES AT ANY TIME MADE AVAILABLE BY ASSIGNOR INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, ASSIGNOR SHALL HAVE NO LIABILITY WHATSOEVER TO ASSIGNEE OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY INJURY, LOSS, OR DAMAGE, OF ANY KIND OR NATURE, SUSTAINED BY, OR ANY DAMAGE ASSESSED OR

ASSERTED AGAINST, OR ANY OTHER LIABILITY INCURRED BY OR IMPOSED ON ASSIGNEE OR ANY OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM (A) THE MANUFACTURE, USE, OFFER FOR SALE, SALE, OR IMPORT OF A PRODUCT INCORPORATING THE ASSIGNED PATENT OR KNOW-HOW, OR THE PRACTICE OF THE ASSIGNED PATENTS; (B) THE USE OF OR ANY ERRORS OF OMISSIONS IN ANY KNOW-HOW, TECHNICAL INFORMATION, TECHNIQUES, OR PRACTICES DISCLOSED BY LICENSOR; OR (C) ANY ADVERTISING OR OTHER PROMOTIONAL ACTIVITIES CONCERNING ANY OF THE FOREGOING.

8. Exclusion of Consequential and Other Indirect Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, ASSIGNOR SHALL NOT BE LIABLE TO ASSIGNEE OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS, PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, CONTRACTS OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR THE PARTY AGAINST WHOM SUCH LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9. Term and Termination.

9.1. Term. This Agreement shall commence on the Effective Date for the Term and, remain in force until the completion of all necessary actions to effect the assignment of the Assigned Patents and Know-How to Assignee under **Section 2** and the period for all potential Re-Assignment Triggers under **Section 3** have lapsed (the "Term").

9.2. Survival. Any right, obligation or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, shall survive any such termination or expiration.

10. Miscellaneous.

10.1. Further Assurances. Each party shall, and shall cause their respective Affiliates to, upon the reasonable request, and at the sole cost and expense, of the other party, promptly execute such documents and take such further actions as may be necessary to give full effect to the terms of this Agreement.

10.2. Notices. Any notice, demand, offer, request or other communication required or permitted to be given by either party pursuant to the terms of this Agreement shall be in writing and shall be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one Business Day after being delivered by facsimile (with receipt of appropriate confirmation), (iv) one Business Day after being deposited with an overnight courier service or (v) four days after being deposited in the U.S. mail, First Class with postage prepaid and return receipt requested, and addressed to the parties at the addresses provided on the signature page of this Agreement.

10.3. Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole.

Unless the context otherwise requires, references herein: (x) to Sections and Schedules refer to the Sections of and Schedules attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

10.4. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10.5. Entire Agreement. This Agreement, together with all Schedules and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter, including without limitation the Patent and Know-How License and Assignment Agreement between the parties dated as of February 27, 2014.

10.6. Assignment. Neither party may assign this Agreement without the written consent of the other party; provided, however that either party may assign this contract as part of the sale of all or substantially all of its assets or the acquisition or merger of it with or into another company. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

10.7. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10.8. Amendment; Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the waiving party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

10.9. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10.10. Governing Law; Submission to Jurisdiction.

- (a) This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of California, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.
- (b) Any action, suit or other proceeding arising out of or related to this Agreement, the licenses or assignments granted hereunder, or the validity or enforceability or scope of any Assigned Patent claim, or whether a Company Product infringes a Valid Claim shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the city of San Jose and County of San Jose, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set

forth herein shall be effective service of process for any action, suit or other proceeding brought in any such court.

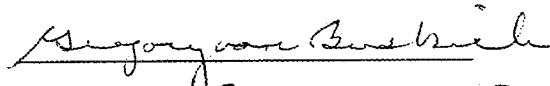
- (c) *Arbitration.* IN CONSIDERATION OF THE PROMISES IN THIS AGREEMENT, THE LICENSOR AND LICENSEE AGREE THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES BETWEEN SAID PARTIES ARISING OUT OF, RELATING TO, OR RESULTING FROM THIS AGREEMENT, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE ARBITRATION RULES (THE "RULES") OF, AND PURSUANT TO THE STATE LAW OF, THE STATE OF CALIFORNIA, INCLUDING THE CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1280 THROUGH 1294.2. THE FEDERAL ARBITRATION ACT SHALL CONTINUE TO APPLY WITH FULL FORCE AND EFFECT NOTWITHSTANDING THE APPLICATION OF PROCEDURAL RULES SET FORTH IN THE CALIFORNIA CODE OF CIVIL PROCEDURE. DISPUTES WHICH THE PARTIES AGREE TO ARBITRATE, AND THEREBY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY, INCLUDE ANY STATUTORY CLAIMS UNDER STATE OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT, THE FAMILY AND MEDICAL LEAVE ACT, THE CALIFORNIA FAMILY RIGHTS ACT, THE CALIFORNIA LABOR CODE, CLAIMS OF HARASSMENT, DISCRIMINATION OR WRONGFUL TERMINATION AND ANY STATUTORY CLAIMS.
- 10.11. Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury for any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
- 10.12. Equitable Relief. Each party acknowledges that a breach by the other party of this Agreement may cause the non-breaching party irreparable harm, for which an award of damages would not be adequate compensation and, in the event of such a breach or threatened breach, the non-breaching party shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, and the parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available under this Agreement at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

- 10.13. Attorneys Fees. In the event that any action, suit or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.
- 10.14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

GREGORY VAN BUSKIRK


June 19, 2015

Address:

65 Panorama Court
Danville, CA 94506

Email:

gregory.vanbuskirk@gmail.com

NIRVANA TECHNOLOGY, INC.

By 

Name: Vinod S. Nair

Title: Chief Executive Officer

Address:

1313 Rimrock Drive
San Jose, CA 95120

Email:

vinod@nirvanatex.com

SCHEDULE 1

**LIST OF PATENTS AND PATENT APPLICATIONS ASSIGNED
BY GREGORY VAN BUSKIRK TO NIRVANA TECHNOLOGY, INC.
BY ACTION OF THIS AGREEMENT**

1. U.S. Patent No. 7,893,014 B2: "Fabric Treatment for Stain Release," issued 22 February 2011
2. U.S. Patent Application Number 14/549,555: "Improved Fabric Treatment for Stain Release," filed 20 November 2014