

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NEW VALENCE ROBOTICS CORPORATION	02/11/2017
RECEIVING PARTY DATA	
Name:	DIGITAL ALLOYS INCORPORATED
Street Address:	37 NORTH AVENUE
City:	BURLINGTON
State/Country:	MASSACHUSETTS
Postal Code:	01803
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	62091037
Application Number:	14965275
Application Number:	62295542
Application Number:	62295543
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	NVR
NAME OF SUBMITTER:	MATTHEW T. CURRIE
SIGNATURE:	/Matthew T. Currie/
DATE SIGNED:	02/24/2017
Total Attachments: 4	
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Exhibit C

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), made and entered this 11th day of February, 2017 (the "Effective Date"), is between DIGITAL ALLOYS INCORPORATED, with an address at 37 North Avenue, Burlington, MA 01803 ("DIGITAL ALLOYS"), and New Valence Robotics Corporation, with an address at 12 Channel Street, South Boston, MA 02210 ("NVBOTS").

RECITALS

NVBOTS owns the patent applications and provisional applications set forth on the attached Appendix A, together with all inventions or discoveries (or both) set forth therein and all registrations therefor (collectively, the "Patents"). DIGITAL ALLOYS desires to acquire all worldwide right, title and interest in, to and under the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Assignment of Rights. NVBOTS hereby irrevocably conveys, transfers and assigns to DIGITAL ALLOYS all worldwide right, title and interest (a) in and to the Patents, (b) in and to each and every application or patent that is a divisional, substitution, continuation, or continuation-in-part of any of the Patents, (c) in and to each and every patent issuing or reissuing from any of the foregoing, (d) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing, (e) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing, and (f) any patent or patent application related to any of the foregoing by priority claim, as well as the right to claim priority to and from any of the foregoing, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including all right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith.

2. Further Assurances. Upon the request and at the expense of DIGITAL ALLOYS, NVBOTS shall execute and deliver any and all instruments and documents and take such other future actions as may be necessary or reasonably requested by DIGITAL ALLOYS to document the aforesaid assignment and transfer or to enable DIGITAL ALLOYS to secure, register, maintain, enforce and otherwise fully protect its rights in and to the Patents.

4. Parties in Interest. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Entire Agreement. This Assignment contains the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersedes all prior understandings and agreements of the parties with respect thereto. This Assignment may not be amended except by the written agreement of the parties hereto.

6. Governing Law. The interpretation, validity and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, U.S.A., without regard to any rules pertaining to conflicts of law that would result in the application of the law of any other jurisdiction, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent shall have been granted. The state and federal courts having jurisdiction over Boston, MA, USA, provide the exclusive forum for any challenge to the validity,

patentability, enforceability and/or non-infringement of any of the Patents and/or any court action between the parties relating to this Agreement. Each party submits to the jurisdiction of such courts and waives any claim that such court lacks jurisdiction over such party or constitutes an inconvenient or improper forum. The United Nations' Convention on International Sales of Goods shall not apply.

7. Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Assignment shall not prevent a subsequent act that would have originally constituted a violation, from having the effect of an original violation.

8. Severability; Enforcement. If the application of any one or more of the provisions of this Assignment shall be unlawful under applicable law and regulation, then the parties will attempt in good faith to make such alternative arrangements as may be legally permissible and which carry out as nearly as practicable the terms of this Assignment. Should any portion of this Assignment be deemed to be unenforceable by a court of competent jurisdiction, the remaining portion hereof shall remain unaffected and be interpreted as if such unenforceable portions were initially deleted.

IN WITNESS WHEREOF, the parties have executed this Patent Assignment as of the Effective Date.

NEW VALENCE ROBOTICS CORPORATION

By: 
Name: Alfonso Perez
Title: Chairman

DIGITAL ALLOYS INCORPORATED

By: _____
Name: _____
Title: _____

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NEW VALENCE ROBOTICS CORPORATION

By: _____

Name: _____

Title: _____

DIGITAL ALLOYS INCORPORATED

By: Duncan C McCallum

Name: Duncan C McCallum

Title: CEO

Appendix A to Patent Assignment

PATENT APPLICATIONS & PROVISIONAL APPLICATIONS

Patent Applications

"Additive Manufacturing of Metallic Structures"

Additive Manufacturing of Metallic Structures" would include both U.S. Serial No. 14/965,275 and PCT application serial no. PCT/US15/65003.

Provisional Applications

U.S. Patent Application No.: 62/091,037

"ADDITIVE MANUFACTURING OF METALLIC STRUCTURES"

Morgan Lewis Docket No.: NVR-001PR

U.S. Patent Application No.: 62/295,543

"PARALLELIZATION OF ADDITIVE MANUFACTURING"

Morgan Lewis Docket No.: NVR-005PR

U.S. Patent Application No.: 62/295,542

"ELECTROMAGNETIC MANIPULATION AND APPLICATIONS OF ADDITIVE MANUFACTURING"

Morgan Lewis Docket No.: NVR-004PR

[Exhibit C]

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