

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4238902

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the NATURE OF CONVEYANCE previously recorded on Reel 041024 Frame 0988. Assignor(s) hereby confirms the CORRECT NATURE OF CONVEYANCE IS AN ASSIGNMENT AGREEMENT AND NOT A SECURITY INTEREST.	
CONVEYING PARTY DATA		
	Name	Execution Date
	FMW COMPOSITE SYSTEMS, INC.	01/04/2017
RECEIVING PARTY DATA		
Name:	PURIS, LLC	
Street Address:	78 NORTHPOINTE DRIVE	
City:	BRUCETON MILLS	
State/Country:	WEST VIRGINIA	
Postal Code:	26525	
PROPERTY NUMBERS Total: 13		
Property Type	Number	
Application Number:	13414769	
Patent Number:	7879286	
Patent Number:	7694910	
Patent Number:	6217310	
Patent Number:	6077066	
Patent Number:	5763079	
Patent Number:	6568061	
Application Number:	10895885	
Patent Number:	7118063	
Patent Number:	7287719	
Patent Number:	7377465	
Application Number:	12923056	
Application Number:	13181732	
CORRESPONDENCE DATA		
Fax Number:	(703)712-5050	
<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:	703-712-5352	

PATENT

Email:	jmiller@mcguirewoods.com
Correspondent Name:	JOYCE MILLER
Address Line 1:	1750 TYSONS BLVD.
Address Line 2:	SUITE 1800
Address Line 4:	TYSONS, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	2067667-0002
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NAME OF SUBMITTER:	JOYCE MILLER
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SIGNATURE:	/Joyce Miller/
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DATE SIGNED:	01/24/2017
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Total Attachments: 6

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FMW COMPOSITE SYSTEMS, INC.	01/04/2017
RECEIVING PARTY DATA	
Name:	PURIS, LLC
Street Address:	78 NORTHPOINTE DRIVE
City:	BRUCETON MILLS
State/Country:	WEST VIRGINIA
Postal Code:	26525
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	13414769
Patent Number:	7879286
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Application Number:	10895885
Patent Number:	7118063
Patent Number:	7287719
Patent Number:	7377465
Application Number:	12923056
Application Number:	13181732
CORRESPONDENCE DATA	
Fax Number:	(703)712-5050
Phone:	703-712-5352
Email:	jmillier@mcguirewoods.com

PATENT**REEL: 041465 FRAME: 0021**

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.

Correspondent Name: JOYCE MILLER
Address Line 1: 1750 TYSONS BLVD.
Address Line 2: SUITE 1800
Address Line 4: TYSONS, VIRGINIA 22102

ATTORNEY DOCKET NUMBER: 2067667-0002

NAME OF SUBMITTER: JOYCE MILLER

Signature: /Joyce Miller/

Date: 01/20/2017

Total Attachments: 4

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RECEIPT INFORMATION

EPAS ID: PAT4234910
Receipt Date: 01/20/2017

PATENT

REEL: 041465 FRAME: 0022

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment Agreement”), is made as of January 4, 2017, by and between FMW Composite Systems, Inc. (“Transferor”), and Puris, LLC (“Transferee”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Contribution and Ratification Agreement of even date herewith (“Agreement”).

RECITALS

A. Pursuant to Section 1 of the Contribution Agreement, Transferor has agreed to contribute, assign, convey, transfer and deliver to Transferee, and Transferee has agreed to acquire from Transferor, all of Transferor’s right, title and interest in and to substantially all of Transferor’s Assets, including, without limitation, the intellectual property assets owned by or licensed to Transferor, to be effective as of September 29, 2014 (the “Effective Date”);

B. The parties have deemed the execution of this IP Assignment Agreement as necessary to effect the intent of the parties in the Agreement, effective as of the Effective Date.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor and Transferee, intending to be legally bound, hereby agree as follows:

Section 1 Assignment of Intellectual Property. To the extent not previously assigned, conveyed or transferred by Transferor to Transferee, Transferor hereby contributes, assigns, conveys, transfers and delivers to Transferee, and Transferee hereby acquires from Transferor, free and clear of all encumbrances, all of Transferor’s right, title and interest in and to all intellectual property constituting and relating to the Transferor’s business (whether owned by Transferor or a third party) and all goodwill associated therewith, including without limitation, the assets set forth on Schedule A attached hereto, together with any pending applications or registrations therefor, any and all income royalties, or payments due or payable as of the Effective Date or thereafter, including, without limitation, the right to sue for any and all past, present and future infringements of such intellectual property, and to receive any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto (“Transferred IP”).

Section 2 Further Assurances.

a. Transferor hereby covenant and agree that it shall, at any time after the Effective Date or from time to time thereafter at the reasonable request of Transferee, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Transferee as shall be reasonably necessary or appropriate to vest in Transferee good and indefeasible right, title, and interest in and to the Transferred IP, to otherwise establish the record of Transferee’s title thereto, or to more effectively consummate the assignments contemplated hereby, and (b) assist Transferee, at Transferee’s request and at Transferee’s sole cost and expense, in exercising any rights with respect thereto.

b. Transferor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, the United States Copyright Office, and the applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all of the Transferred IP to Transferee, as assignee of the entire right, title, and interest therein or otherwise as Transferee may direct.

c. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office, the United States Copyright Office, or the offices in which any of the Transferred IP listed in Schedule A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Transferor or its agents, affiliates or attorneys, Transferor shall execute such documents and deliver them to Transferee or its agents, attorneys or designees, as applicable.

Section 3 Successors and Assigns. The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Transferor and Transferee, and each of their respective successors and assigns.

Section 4 Third Party Beneficiaries. Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

Section 5 Choice of Law. This IP Assignment Agreement and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law doctrines.

Section 6 Terms of the Agreement. The terms of the Agreement, including, but not limited to, Transferor's representations, warranties, covenants, and agreements, are incorporated herein by reference. Transferor and Transferee acknowledge and agree that the representations, warranties, covenants, and agreements contained in the Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms and provisions of the Agreement shall govern.

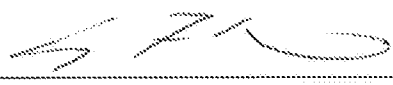
Section 7 Counterparts. This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile, electronic or original) of signatures to this IP Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed and effective as of the Effective Date.

TRANSFEROR:

FMW COMPOSITE SYSTEMS, INC.

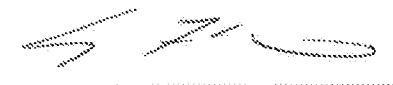
By: 

Name: *Craig Kinsell*

Title: *President*

TRANSFeree:

PURIS, LLC

By: 

Name: *Craig Kinsell*

Title: *CEO*

SCHEDULE A
TRANSFERRED IP

1. Patents

Appl. No.	Filing Date	Patent No. / Pub. No.	Issue Date / Pub. Date	Title
13414769	3/8/2012	20130233129	9/12/2013	Titanium Powder Production Apparatus And Method
11448160	6/7/2006	7,879,286	12/13/2007	Method Of Producing High Strength, High Stiffness And High Ductility Titanium Alloys
CN 200780023844	5/24/2007	CN 101501228B	6/8/2011	Method Of Producing High Strength, High Stiffness And High Ductility Titanium Alloys
11512211	8/30/2006	7694910	4/13/2010	Wire/Fiber Ring And Method For Manufacturing The Same
9173176	10/15/1998	6217310	4/17/2001	Tooling Apparatus For Composite Fabrication
8755048	11/22/1996	6077066	6/20/2000	Tooling Apparatus For Composite Fabrication
8447584	5/23/1995	5763079	6/9/1998	Wire Preforms For Composite Material Manufacture And Methods Of Making
9957630	9/21/2001	6568061	5/27/2003	Method For Controlling Composite Preform Elements During Processing
10895885	7/22/2004	20060016521	1/26/2006	Method For Manufacturing Titanium Alloy Wire With Enhanced Properties
10901553	7/29/2004	7118063	10/10/2006	Wire/Fiber Ring And Method For Manufacturing The Same
11512186	8/30/2006	7287719	10/30/2007	Wire/Fiber Ring Method For Manufacturing The Same
11512218	8/30/2006	7377465	5/27/2008	Wire/Fiber Ring And Method For Manufacturing The Same
12923056	11/12/2010	20120118433	5/17/2012	Method Of Modifying Thermal And Electrical Properties Of Multi-Component Titanium Alloys
13181732	7/13/2011	20130014865	1/17/2013	Method Of Making High Strength-High Stiffness Beta Titanium Alloy