

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4470907

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SUB-ONE TECHNOLOGY, INC.	08/28/2015
RECEIVING PARTY DATA	
Name:	SUB-ONE TECHNOLOGY, LLC.
Street Address:	7620 N HARTMAN LN #168
City:	TUCSON
State/Country:	ARIZONA
Postal Code:	85743
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	7444955
Patent Number:	7300684
Patent Number:	7541069
Patent Number:	7608151
Patent Number:	7626135
Patent Number:	7838793
Patent Number:	8105660
Patent Number:	7629031
Patent Number:	8394197
Patent Number:	8343593
Patent Number:	7838085
CORRESPONDENCE DATA	
Fax Number:	(800)861-3071
<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:	949-743-4912
Email:	Quan@ntiplaw.com, judy@ntiplaw.com, karla@ntiplaw.com
Correspondent Name:	NGUYEN AND TARBET, LLC.
Address Line 1:	4199 CAMPUS DRIVE, SUITE 550
Address Line 4:	IRVINE, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	TUDA SUB-ONE
NAME OF SUBMITTER:	QUAN NGUYEN
SIGNATURE:	/Quan Nguyen/
DATE SIGNED:	06/21/2017

Total Attachments: 9

source=TUDA_Sub_One_Patent_Assignment#page1.tif
source=TUDA_Sub_One_Patent_Assignment#page2.tif
source=TUDA_Sub_One_Patent_Assignment#page3.tif
source=TUDA_Sub_One_Patent_Assignment#page4.tif
source=TUDA_Sub_One_Patent_Assignment#page5.tif
source=TUDA_Sub_One_Patent_Assignment#page6.tif
source=TUDA_Sub_One_Patent_Assignment#page7.tif
source=TUDA_Sub_One_Patent_Assignment#page8.tif
source=TUDA_Sub_One_Patent_Assignment#page9.tif

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Patent Assignment**”), dated as of August 28, 2015 (the “**Effective Date**”), is made by Sub-One Technology, Inc. (“**Assignor**”), a California corporation, in favor of Sub-One Technology, LLC (“**Assignee**”), an Arizona limited liability company, in connection with the transfer of all assets of Assignor to Assignee pursuant to an Asset Purchase Agreement between Assignor and Assignee, dated on or about the Effective Date (the “**Principal Agreement**”).

RECITALS

WHEREAS, under the terms of the Principal Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, all of the Assignor’s patents (the Assigned Patents (as defined herein)), and has agreed to execute and deliver this Patent Assignment in a form recordable with United States authorities including, but not limited to, the US Patent and Trademark Office (USPTO), and other national and supranational governmental authorities.

WHEREAS, Assignee wishes to obtain all of Assignor’s right, title and interest in and to the Assigned Patents (as defined herein) and Assignor’s entire right, title and interest in the Licenses (as defined herein).

AGREEMENT

NOW THEREFORE, the Assignor agrees as follows:

1. Assignment. In consideration of the execution of the Principal Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor’s right, title and interest in, to and under the following (the “**Assigned Patents**”):

(a) the patents and patent applications listed in Schedule 1 hereto, all patents that issue from such patent applications, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations, and renewals, of any of the foregoing, and any patents or patent applications from which any of them claim priority or that claim priority from any of them, and all inventions disclosed and claimed in any of the foregoing (the “**Patents**”);

(b) all rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the Patents provided under the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, but not limited to, the right to file foreign patent applications and license recordations;

(c) all rights, privileges and protections of any kind whatsoever of Assignor under any licenses, agreements, or contract rights with respect to any of the Patents granted by Assignor to any third party, including those licenses listed on Schedule 2 hereto (the “**Licenses**”), including, but subject to the terms and conditions of the Principal Agreement, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable to Assignor under or in connection with any of such Licenses; and

(d) any and all claims and causes of action, with respect to any of the Patents or Licenses, whether accruing before, on or after the Effective Date, 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 petition or sue for, or otherwise seek, such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents for the USPTO and the appropriate officers of the USPTO and all other jurisdictions in which any of the Patents are or may be recorded, registered, or pending, to record and register this Patent Assignment upon request by Assignee. From time to time after the Effective Date, Assignor shall execute any and all documents, including assignments, transfers, and related powers of attorney, and take all other further actions as may be necessary or reasonably requested by Assignee to effect, record, perfect, or enforce the transfers set forth in this Patent Assignment and ensure that all of Assignor’s right, title and interest in and to the Patents and all of Assignor’s rights, privileges and protections under the Licenses, and all registrations and recordations thereof, are properly assigned to Assignee, its successors and assigns in accordance with this Patent Assignment.

Without limiting any of the foregoing provisions of this Section 2, Assignor shall ensure that its employees, consultants, directors, and agents testify in connection with any administrative or legal proceedings affecting any right, title, interest, or benefit of Assignee in, to or under the Assigned Patents and perform any other acts as Assignee may deem reasonably necessary or desirable to carry out the intent of this Patent Assignment. Assignee shall reimburse Assignor for all costs reasonably incurred by Assignor in the performance of its obligations under this Section 2.

3. Appointment of Attorney In-Fact. Assignor irrevocably appoints Assignee as Assignor’s true and lawful attorney in-fact and agent, with full power of substitution, for

its name, place and stead, to demand and receive all assets, tangible, and intangible, hereby assigned and to execute, acknowledge, and deliver in the name of Assignor all such further documents and to take such actions as may reasonably be required to perfect and record the assets hereby assigned and to protect the right, title and interest therein and enjoyment thereof.

4. Representations and Warranties. Assignor hereby represents and warrants to Assignee that, as of the Effective Date, all representations and warranties made by Assignor (as Seller) in the Principal Agreement are true and correct.

5. Disclaimers. The terms of the Principal Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Patents are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Principal Agreement are not superseded hereby and shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Principal Agreement and the terms hereof, the terms of the Principal Agreement shall govern.

6. General.

(a) Entire Agreement. This Patent Assignment, together with the Principal Agreement, other agreements incorporated therein by reference and all related exhibits and schedules, constitute the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Patent Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

(d) Counterparts. This Patent Assignment 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 Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Patent Assignment as of the Effective Date.

SUB-ONE TECHNOLOGY, INC.

By: [Signature]

8/28/15

Name: Isidore ("Dore") Rosenblum

Title: President

Address for Notices:

240-6025 11 Street SE

Calgary, Alberta

Canada T2P 3C4

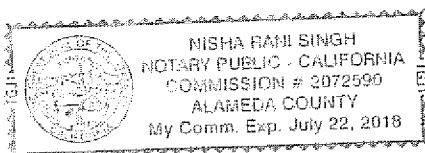
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)SS.
COUNTY OF Alameda)

On the ^{28th}~~31st~~ day of August, 2015, before me personally appeared Isidore ("Dore") Rosenblum, to me known, who, being duly sworn, did depose and say that he is the President of Sub-One Technology, Inc., the California corporation described and that he duly executed the foregoing instrument for and on behalf of Sub-One Technology, Inc. (the Assignor); being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of Sub-One Technology, Inc., Assignor.

[Signature]
Notary Public
Printed Name: Nisha Rami Singh

My Commission Expires: 7-22-2018



SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

3.09(a) Intellectual Property

(i) Intellectual Property Registrations

Patent Title	Comments
Apparatus for directing plasma flow to coat internal passegeways	US: Pat. No. 7,444,955 (04-Nov-08)
Method and system for coating internal surfaces of prefabricated process piping in the field	US: Pat. No. 7,300,684 (27-Nov-07)
Method and system for coating internal surfaces using reverse-flow cycling	US: Pat. No. 7,541,069 (2-June-09)
Method and system for coating sections of internal surfaces	US: Pat No 7,608,151 (27-Oct-2009)
Electrode systems and methods of using electrodes	US: Pat no 7626135 B2 (1-Dec-2009)
System and method for treating surfaces of components	US pat no 7838793 (23-Nov-10)
Method for producing diamond-like carbon coatings using diamondoid precursors on internal surfaces	US 8105660 (31-Jan-2012)
Plasma enhanced bonding for improving adhesion and corrosion resistance of deposited films	US: Pat no 7629031 (8-Dec-09)
Corrosion-resistant internal coating method using a germanium-containing precursor and hollow cathode techniques	US: Pat no 8394197 (12-Mar-2013)
Method of coating inner and outer surfaces of pipes for thermal solar and other applications	US: Pat no 8343593 (1-Jan-13)
Apparatus for directing plasma flow to coat internal passegeways	US pat no 7838085 (23-Nov-10)
Chemical vapor deposition for an interior of a hollow article with high aspect ratio	US pat no 8715789 (6-May-14)
MULTIPLE ANODE PLASMA FOR CVD IN A HOLLOW ARTICLE	Application 14/255,596

Trademark Reg. Number	Word Mark
<u>3738747</u>	<u>SUB-ONE TECHNOLOGY SUB ONE</u>
<u>3738744</u>	<u>SUB-ONE</u>
<u>3315566</u>	<u>SUB-ONE TECHNOLOGY</u>
<u>3333391</u>	<u>INNERARMOR</u>

(ii) Intellectual Property Assets

Domain Name: SUB-ONE.COM

Name	description
InnerArmor Coating System (ICS) Part one PLC control	Sub-One developed PLC machine control software Source code stored on Sob-One server
InnerArmor Coating System (ICS) Part two Human Machine Interface (HMI)	Sub-One developed Human Machine Interface (HMI) software Source code stored on Sub-One server Visual Source safe
SubOneWorld	Sub-One developed Web based software Installed on Sub-One network server Source code stored on Sub-One server
SubOneConnector	Sub-One developed Web based software Installed on all machine computers Source code stored on Sub-One server
Sub-One Recipe Converter	Sub-One developed Utility software Source code stored on Sub-One server

SCHEDULE 2
ASSIGNED PATENT LICENSES