PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
MARIE BOZALINA	04/01/2016	
PHILIPPE PERRET	04/01/2016	
SOROUSH NAZARPOUR	04/01/2016	

RECEIVING PARTY DATA

Name:	GROUP NANOXPLORE INC.
Street Address:	25 BOUL, MONTPELLIER
Internal Address:	SAINT LAURENT
City:	MONTREAL
State/Country:	CANADA
Postal Code:	H4N 2G3

PROPERTY NUMBERS Total: 1

Property Type	Number			
Application Number:	15270855			

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	NXPL-001/02US 323754-2009
NAME OF SUBMITTER:	SCOTT B. WESTON
SIGNATURE:	/SCOTT B. WESTON/
DATE SIGNED:	07/25/2017

Total Attachments: 7

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(a)

ASSIGNMENT

BOZALINA, Marie, residing at 256, rue Charlevoix #305, Montreal, Quebec H3J 0A2, Canada, PERRET, Philippe, residing at 39, rue Saint-Hilaire, Longucuil Quebec J4J 2P3, Canada and NAZARPOUR, Soroush, 2635, rue Aird Suite 302, Montréal, Quebec, H1V 2W8, Canada (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, which is a:

provisional applications (1)to be filed herewith: or (a) bearing Application No. 62/035,963, and filed on (b) August 11, 2014; entitled: LARGE SCALE PRODUCTION OF THINNED GRAPHITE AND GRAPHITE-GRAPHENE COMPOSITES and Application No. 62/008,729, and filed on June 6, 2014, entitled: LARGE SCALE PRODUCTION OF LARGE SHEETS OF FEW OR MULTI-LAYER GRAPHENE: (2) non-provisional application to be filed herewith; or (a) (b) bearing Application No. 14/978,566, and filed December 22, 2015: entitled: LARGE-SCALE PRODUCTION OF THINNED GRAPHITE, GRAPHENE, AND GRAPHITE/GRAPHENE COMPOSITES; and/or PCT application (3)

bearing Application No. PCT/CA2015/050525, and

filed on June 8, 2015; entitled: LARGE SCALE PRODUCTION OF THINNED GRAPHITE, GRAPHENE,

AND GRAPHITE-GRAPHENE COMPOSITES.

WHEREAS, Group NanoXplore Inc., a corporation duly organized under and pursuant to the laws of Canada, and having its principal place of business at 25 boul, Montpellier, Saint Laurent, Montréal, H4N 2G3, Québec, Canada (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified in paragraph (1), (2) and/or (3); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover damages, including royalties, for prior infringements of these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified in paragraph (1), (2) and/or (3);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified in paragraph (1), (2) and/or (3) or any application(s) for patent claiming the Invention(s), including any substitute application(s), division(s), continuation(s), and continuation(s)-in-part;
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

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The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, Inter partes reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified in paragraph (1), (2) and/or (3) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: Ol Apr 2016	By: Marie BOZANINA, Marie					
WITNESS A M M & HE	DAT	E:	Ap	ul_	4,2	016
WITNESS:	DAT	E:	4 A		116	. 45,

Page 5 of 7 Attorney Docket No. NXPL-001/01US 323754-2004

Date: COPIL, 1,2016 By: PERRET, Philippe

WITNESS: DATE: 4 April 4,2016.

WITNESS: DATE: 4 April 1/6

WITNESS: DATE: 44/6

By:

Name: Soroush Marr Title: Tresident &CE9 MERNISON

Company: Group NanoXplore Inc.

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RECORDED: 07/25/2017

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