504620624 10/31/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4667341

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
TORUS TECH, LLC	07/17/2017

RECEIVING PARTY DATA

Name:	ARK CRYSTAL, LLC	
Street Address:	1001 AVENIDA PICO STE. C #304	
City:	SAN CLEMENTE	
State/Country:	CALIFORNIA	
Postal Code:	92673	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14640146

CORRESPONDENCE DATA

Fax Number: (949)943-8315

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.

Phone: 9499438300

Email: mnuguid@fishiplaw.com

Correspondent Name: FISH IP LAW, LLC

Address Line 1:2603 MAIN STREET, STE 1000Address Line 4:IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	103220.0005US3
NAME OF SUBMITTER:	ROBERT D. FISH
SIGNATURE:	/Robert D. Fish/
DATE SIGNED:	10/31/2017

Total Attachments: 5

source=Assignment #4 , TT to Ark, Updated, signed#page1.tif source=Assignment #4 , TT to Ark, Updated, signed#page2.tif source=Assignment #4 , TT to Ark, Updated, signed#page3.tif source=Assignment #4 , TT to Ark, Updated, signed#page4.tif source=Assignment #4 , TT to Ark, Updated, signed#page5.tif

PATENT 504620624 REEL: 043996 FRAME: 0917

ASSIGNMENT

This Assignment ("Assignment") is effective as of the last date signed below, by and between Torus Tech, LLC., a Delaware Limited Liability Company, registered in California and doing business at 1001 Avenida Pico Ste. C #228, San Clemente, California 92673 (referred to hereinafter as "Assignor") and Ark Crystal, LLC, a Delaware Limited Liability Company having an address of 1001 Avenida Pico Ste. C #304, San Clemente, California 92673 (referred to hereinafter as "Assignee"). Assignor and Assignee are referred to herein from time to time as the Parties or individually as a Party.

WHEREAS, Assignor owns a 100% interest in the trademark applications and registrations identified in Exhibit A, and to the goodwill and reputation of the business connected with and symbolized by these marks, and the patents and patent applications identified in Exhibit A, as well as all of the related experimental data, trade secret, and know-how, hereinafter collectively referred to as the "IP Rights";

WHEREAS, Assignor desires to assign to Assignee, all right, title and interest Assignor owns, in, to and under the IP Rights, whether or not known to Assignor or Assignee, and whether or not perfected; and

WHEREAS, Assignee desires to obtain all entire right, title and interest in, to and under the IP Rights;

NOW, THEREFORE, Assignor hereby assigns, transfers and sets over unto the Assignee, its successors and assigns, all title, right and interest in, to and under the IP Rights, including all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for the Inventions, including all Letters Patent or similar legal protection arising from any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination therefrom, as well as any legal equivalent in any foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention, as well as all of the goodwill and reputation of the business connected with and symbolized by the trademarks.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

Assignor further covenants that it will, upon request and with reasonable costs and fees being paid for by Assignee, promptly provide Assignee with all pertinent facts and documents relating to the IP Rights, and will testify as to the same in any legal proceeding related thereto, and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

Upon initiation of bankruptcy proceedings, liquidation, dissolution or winding up of Assignee, the IP Rights will automatically revert to Assignor without further act or deed.

Entire Agreement. This Assignment embodies the entire understanding of the Parties, and supersedes and replaces any and all pre-existing agreements or understandings between Assignee

PATENT REEL: 043996 FRAME: 0918 and Assignor with respect to the subject matter of this Assignment. No amendment or modification of this Assignment shall be valid or binding upon Assignor or Assignee unless made in writing and signed on behalf of each of The Parties by their respective duly authorized representative.

Corporate Authority of Assignee. Assignee represents and warrants that:

- (a) It is a Delaware limited liability company that is validly existing and in good standing under the laws of the jurisdiction in which it is organized;
- (b) It has full corporate power to execute, deliver and perform its obligations under this Assignment.
- (c) The person executing this Assignment on its behalf has its full authority to do so; and
- (d) It shall indemnify, defend and hold the other Party harmless from and against any and all claims that may now or hereafter be made against Assignor by virtue of any breach of the provisions of this section.

Corporate Authority of Assignor. Assignor represents and warrants that:

- (a) It is a Delaware limited liability company that is validly existing and in good standing under the laws of the jurisdiction in which it is organized;
- (b) It has full corporate power to execute, deliver and perform its obligations under this Assignment.
- (c) The person executing this Assignment on its behalf has its full authority to do so; and
- (d) It shall indemnify, defend and hold the other Party harmless from and against any and all claims that may now or hereafter be made against Assignee by virtue of any breach of the provisions of this section.

Force Majure. Neither Party to the Assignment shall be responsible for any losses resulting if the fulfillment of any terms or provisions is delayed or prevented by virtue of civil disorders, wars, acts of enemies, strikes, floods, acts of God, or by any other cause which is beyond the control of the party whose performance is hindered, and which that party could not have prevented through the exercise of reasonable diligence.

Relationship Of Parties. This Assignment does not constitute or create a joint venture, partnership, agency relationship, or formal business organization of any kind. The business relationship between the Parties is set forth in a separate Operating Agreement dated May 19, 2017.

<u>Future Prosecution.</u> Assignor acknowledges that Assignee may appoint any attorney or practitioner of Assignee's choice to prosecute any application or other legal proceeding involving said IP Rights, and Assignor further acknowledges that any attorney or practitioner so appointed by Assignee does not represent Assignor and that such appointment by Assignee does

not create any attorney-client relationship between Assignor and any attorney or practitioner appointed by Assignee in any application or other legal proceeding involving said IP Rights.

<u>Dispute Resolution.</u> All claims, disputes and other matters in question arising out of, or relating to, this Assignment or the performance hereof shall be submitted to, and determined by, arbitration if good faith negotiations among the Parties hereto, if any, does not resolve such claim, dispute or other matter. Such arbitration shall proceed in accordance with the then-current Small Claim Rules for arbitration established by the American Arbitration Association ("AAA"), unless the Parties hereto mutually agree otherwise, and pursuant to the following procedures:

- (a) The tribunal will consist of one arbitrator;
- (b) The language to be used in the arbitral proceedings will be English. Reasonable discovery shall be allowed in arbitration;
- (c) All proceedings before the arbitrators shall be held in Orange County, California, under the laws of California;
- (d) The arbitrator may in their discretion provide injunctive relief;
- (e) The arbitrator is prohibited from awarding punitive damages in connection with any claim being resolved;
- (f) The award rendered by the arbitrator shall be final and binding, except that either Party can appeal the ruling of the arbitrator to the AAA appeals panel. Judgment may be entered in accordance with applicable Law and in any court having jurisdiction thereof; and
- (g) The award rendered by the arbitrator shall include a provision that each Party in such arbitration cover its own costs relating to the arbitration and its own attorneys' fees, and (ii) an order that each Party pay an equal share of the fees and expenses of the arbitrator.

Severability. In the event any part or parts of this Assignment are found to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall nevertheless be binding with the same effect as if the invalid, illegal, or unenforceable part or parts were originally deleted.

<u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the Parties to this Assignment and their respective successors, sublicensees, assignees and agents.

<u>No Construction</u>. No party hereto nor any attorney for any party shall be deemed the drafter of this Assignment for the purpose of interpreting or construing any of the provisions hereof.

Representation by Counsel. Each of The Parties hereto acknowledges that it has had the opportunity to be represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Assignment and that each has executed this Assignment with the consent and on the advice of any such independent legal counsel; and further acknowledges that it and any such counsel have had an adequate opportunity to make

whatever investigation or inquiry they may deem necessary or desirable in connection with any of the subjects of this Assignment prior to the execution hereof.

<u>Counterparts</u>. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

By Assignor;

Chris Almida

Chief Executive Officer, Toruk Tech, LLC.

7/17/17 Date

By Assignee:

Chris/Almida

Member, Ark Crystal, LLC

1/1//7 Date

EXHIBIT A, AS MODIFED ON SEPTEMBER 27, 2017, TO ASSIGNMENT FROM TORUS TECH, LLC TO ARK CRYSTAL, LLC, DATED JULY 17, 2017

	A 12 3.7]		9003)	Patent No.	Issue Date
A: 7:5	Application No.	0.671.07001.6	Status	Patent No.	Issue Date
AU	2013344660	06/12/2015	Pending		***************************************
BR	BR 11 2015 011056- 8	05/14/2015	Pending		
CA	2895210	06/15/2015	Pending		
Eb	13855591.7	06/09/2015	Pending		
IN	5060/DELNP/2015	06/11/2015	Pending		
PCT	PCT/US13/70174	11/14/2013	Pending		
US	61/559576	11/14/2011	Superseded	(provisional)	
RU	2015121822	06/08/2015	Pending		
US	13/677216	11/14/2013	Abandoned		
US	14/080585	11/14/2013	Issued	US 9466228	10/11/16
US	15/258361	09/07/2016	Pending		
	Application No.	(1)	005) Status	Patent No.	Issue Date
***************************************				Patent No.	Issue Date
AU	2015322098	03/22/2017	Pending		
CA	2962686	03/24/2017	Pending		
CN	Not available	04/19/2017	Pending		
EP	15845227.6	03/24/2017	Pending		
JÞ	Not available	03/24/2017	Pending		
RU	2017111269	04/25/2017	Pending		
PCT	PCT/US15/19100	3/06/2015	Superseded		
US	61/883840	9/27/2013	Superseded	(provisional)	
US	62/055503	9/25/2014	Superseded	(provisional)	
US	14/498757	9/26/2014	Allowed		
US	14/638726	3/04/2015	Issued	US 9435054	09/06/2016
US	14/640146	3/06/2015	Pending		
		in occupation, having a moderal floor floor	emarks 010)		
	Application No.		Status	Registration No.	Registration Date
US	85/935145	05/17/2013	Pending		
US	86/217648	03/11/2014	Registered	4620540	10/14/2014

By Assigner:

Chris Almida, CEO, Torus Tech, LLC

By Assignee:

Chris Almida, Member, Ark Crystal, LLC

Date

PATENT REEL: 043996 FRAME: 0922

RECORDED: 10/31/2017