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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT4671837

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
RHODES SCIENTIFIC LLC	10/26/2017
GEORGE WYATT RHODES	10/26/2017
SARA VOLLMERT-RHODES	10/26/2017

RECEIVING PARTY DATA

Name:	GEMOLOGICAL INSTITUTE OF AMERICA, INC.	
Street Address:	THE ROBERT MOUAWAD CAMPUS	
Internal Address:	5345 ARMADA DRIVE	
City:	CARLSBAD	
State/Country:	CALIFORNIA	
Postal Code:	92008	

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	15444736	

CORRESPONDENCE DATA

Fax Number: (415)659-7311

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: 650.833.2000

Email: tomika.thomas@dlapiper.com

Correspondent Name: DLA PIPER LLP (US)

2000 UNIVERSITY AVENUE Address Line 1:

Address Line 4: EAST PALO ALTO, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER:	353397-991000	
NAME OF SUBMITTER:	STEPHANIE X. WANG, PH.D.	
SIGNATURE:	/Stephanie X. Wang, Reg. #67,004/	
DATE SIGNED:	11/02/2017	

Total Attachments: 6

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is made and entered into as of October 26, 2017 (the "Effective Date") by and among Rhodes Scientific LLC, a New Mexico limited liability company (formerly known as Coal Flow Consultants, LLC) with offices at 3699 Edward Beale, Flagstaff, AZ, 86005 (the "Rhodes Companies"), Mr. George Wyatt Rhodes, a resident of the State of Arizona ("Rhodes"), Ms. Sara Vollmert Rhodes, a resident of the State of New Mexico and the spouse of Rhodes ("Ms. Rhodes", and collectively with Rhodes and the Rhodes Companies, the "Assignor"), and Gemological Institute of America, Inc., a California non-profit corporation ("Assignee").

WHEREAS, pursuant to that certain IP Purchase Agreement (the "IP Purchase Agreement"), dated October 26, 2017 among the Assignor and Assignee, the Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee all of Assignor's right, title, and interest in and to certain assets, including, without limitation, the Assigned Patents (defined below); and

WHEREAS, pursuant to the IP Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the IP Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Conveyance</u>. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee and Assignee hereby accepts all of Assignor's right, title and interest in, to and under the patent applications listed on <u>Schedule A</u> and all patents issuing from or granted on such applications, including, without limitation (i) all reissues, divisionals, continuations, continuations-in-part, revisions, reexaminations, extensions, and counterparts (whether foreign or domestic) claiming priority to or based on any of the foregoing items, together with all patents issuing therefrom, (ii) all inventions and improvements claimed or described in any of the foregoing, including without limitation all rights of priority under international conventions, treaties, or agreements, (iii) all rights to collect royalties and proceeds in connection with any of the foregoing (collectively, the "Assigned Patents"), (iv) all rights to prosecute and maintain any of the foregoing, and (v) rights to sue and bring other claims for past, present and future infringement, misappropriation, or other violation of any of the foregoing and all rights to recover and retain damages (including attorneys' fees and expenses) or lost profits in connection therewith.
- 2. <u>Recordation</u>. Assignor hereby requests the United States Patent and Trademark Office Commissioner for Patents and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Assigned Patents. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Assigned Patents in the name of Assignee, as the assignee to the entire interest therein.

3. Information and Assistance.

3.1 Upon Assignee's reasonable request and without further compensation, Assignor shall execute, acknowledge, and deliver all the instruments and documents and shall take all the actions reasonably necessary or required by law to (i) consummate and make fully effective the transaction contemplated by this Assignment and (ii) assist the Assignee in obtaining, defending and enforcing the Assigned Patents and with any other proceedings that may be brought by or against the Assignee relating to the rights assigned by this Assignment, provided however, that with respect to any assistance provided by Assignor at Assignee's written request under clause (ii) above, Assignee will reimburse the actual,

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documented, out-of-pocket expenses that are pre-approved by Assignee in writing prior to being incurred and that are incurred in providing such assistance.

- If Assignee is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register, issue, enforce, or memorialize the assignment of any rights under any Assigned Patents as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneysin-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Assigned Patents, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.
- Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon 4. and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.
- Counterparts. This Assignment may be executed in two or more consecutive counterparts 5. (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The Assignment shall become effective when each party has signed one or more counterparts, and delivered them (by facsimile or otherwise) to the other party.
- IP Purchase Agreement Controls. This Assignment is provided pursuant to the IP Purchase 6. Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patents. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, or affect the rights of any person under the IP Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the IP Purchase Agreement, the IP Purchase Agreement shall control.
- Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or 7. otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution, or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]



IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment to be executed, effective as of the Effective Date.

Rhodes Scientific, LLC

	5	tillage i ma
Mr Geo	orge Rhodes	
	lward Beale	
Flagstaf	f, AZ 86005	
3699 Ed	a Rhodes Iward Beale T, AZ 86005	
Acknow	rledged and Accepted	3 ;
ASSIG1	NEE: Gemological I	nstitute of America,

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)		
STATE OF New Mexico	3 ss 3:		
CITY/COUNTY OF Corrales/S	and ovel		
I, Veronica Saice Search Pshedes and Saia R LLC, who signed the foregoing As execute the foregoing Assignment doo sign the said document.	, the und <u>rectes</u> , as <u>ceru</u> signment docume sument on behalf	40000000	Public do hereby certify that of Scientific 3 ed on the 2 6 to day of 6 to do me acknowledged that he/she did
		Ney Commission Expires	OFFICIAL SEAL Veronica Saice NOTARY PUBLIC STATE OF NEW MEXICO AUGUST 7, 2019



OFFICIAL SEAL Veronica Saice NOTARY PUBLIC state of New Mexico August 7, 2019

IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment to be executed, effective as of the Effective Date.

Rhodes Scientific, LLC
By: Mr. George Rhodes Title:
Mr. George Rhodes 3699 Edward Beale Flagstaff, AZ 86005
Ms. Sara Rhodes 3699 Edward Beale Flagstaff, AZ 86005
Acknowledged and Accepted:
ASSIGNEE: Gemological Institute of America, Inc.
By: Thur Muun'
Name: THOMAS MOSES
True FUR

SCHEDULE A TO PATENT ASSIGNMENT

United States Patent Application No. 15/444,736 filed February 28, 2017 titled "Method for Fingerprinting and Sorting Diamonds"

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RECORDED: 11/02/2017