

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ABDULHAQ ALKHALIDI | 12/15/2017 |
| FLUIDPHASE TECHNOLOGIES, INC. | 12/15/2017 |
| RECEIVING PARTY DATA | |
| Name: | SMART TIRE RECYCLING, INC. |
| Street Address: | 2315 ELRIDGE STREET |
| City: | PITTSBURGH |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 15217 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | 6821413 |
| Patent Number: | 7560022 |
| CORRESPONDENCE DATA | |
| Fax Number: | (412)741-9292 |
| <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> | |
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| Correspondent Name: | FERENCE & ASSOCIATES |
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| Address Line 4: | PITTSBURGH, PENNSYLVANIA 15143 |
| NAME OF SUBMITTER: | KRISTEN M. SALATA |
| SIGNATURE: | /Kristen M. Salata/ |
| DATE SIGNED: | 12/20/2017 |
| This document serves as an Oath/Declaration (37 CFR 1.63). | |
| Total Attachments: 2 | |
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| source=SmartTireRecyclingAssignment#page2.tif | |

WHEN RECORDED RETURN TO:

PATENT NOS. 6,821,413 & 7,560,022

Ference & Associates
Stanley D. Ference III
400 Broad Street
Pittsburgh, PA 15143

ASSIGNMENT

This Assignment is made by and between FLUIDPHASE TECHNOLOGIES, INC., a corporation incorporated in the Commonwealth of Pennsylvania, having a place of business in Pittsburgh, Pennsylvania ("Assignor") and the inventor, Abdulahq Alkhalidi ("Inventor"); and SMART TIRE RECYCLING, INC., a corporation incorporated in the Commonwealth of Pennsylvania and having a place of business at 2315 Elridge Street, Pittsburgh, Pennsylvania 15217 ("Assignee").

WHEREAS, United States Patent No. 6,821,413 ("the '413 patent") titled, "Method and Apparatus for Continuous Separation and Reaction Using Supercritical Fluid" was issued on November 23, 2004, and Assignor is the owner of the entire right, title, and interest in this patent by virtue of an assignment from the inventor, the document being recorded in the records of the US Patent and Trademark Office at Reel 013423, Frame 0528;

WHEREAS, United States Patent No. 7,560,022 ("the '022 patent") titled "Apparatus for Atomization for Fluids Inside Supercritical Media" was issued on July 14, 2009, is a divisional application claiming priority to the '413 patent, and Assignor is the owner of the entire right, title, and interest in the '022 patent by virtue of the assignment from the inventor of the '413 patent;

WHEREAS, Assignee, together with its successors and assigns, desires to acquire the entire right, title and interest in and to the inventions and to the Patents;

NOW, THEREFORE, Assignor, inventor and Assignee agree as follows:

1. For valuable consideration from the Assignee to the Assignor and inventor, the receipt and adequacy of which are hereby acknowledged, and in accordance with existing agreements duly entered into with the Assignee, the Assignor hereby conveys, transfers and assigns to the Assignee, its lawful successors and assigns, the entire and exclusive right, title, and interest in and to the Patents listed above and the inventions in the United States and in all other countries, territories, and jurisdictions on a worldwide basis (collectively, the "International Jurisdictions"), and to all existing or future related applications, divisions, substitutes, renewals, reissues, continuations, conversions, re-examinations, extensions, and any resulting patents thereof in all International Jurisdictions for the full terms for which the same may be granted and any rights associated therewith, including, but not limited to, any and all royalties, profits, damages, past damages, fees, income, payments, and other proceeds now or hereafter due or payable, and to the right to claim benefit and priority from the Application in all of the International Jurisdictions, except for the existing rights among Assignor, Inventor and Assignee.
2. The Assignor and the Inventor each represents and warrants that it/he has the ability to convey all rights and interests herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that it/he will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

3. Assignor and Inventor each authorizes Assignee to file for and request that the United States Patent and Trademark Office and corresponding governmental entities in other International Jurisdictions to list the Assignee as the owner of the Patents listed above.

4. This Assignment shall inure to the benefit of the Assignee and its successors, assigns, and other legal representatives, and is binding on the Assignor, the Inventor and their respective heirs, legal representatives, and assigns.

5. Assignor and Inventor each agrees to take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns, and legal representatives, in connection with the Inventions and the Patents listed above, or for any inventions and discoveries derived therefrom, as may be necessary to effect, evidence, or perfect the Assignment to the Assignee or any assignee or successor thereto, including, but not limited to: the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, documents in connection with claims or provisions of any applicable international intellectual property treaty or agreement, or other lawful papers; the execution and delivery of all documents necessary in connection with any administrative or judicial proceedings; and the provision of information and testimony and cooperation in every way in obtaining and producing evidence and prosecuting such proceedings.

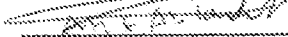
6. This Assignment and any claim, controversy, dispute, or cause of action based upon or arising out of this Assignment and the transactions contemplated herein shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, Assignor, the Inventor and Assignee have executed this Assignment on the dates indicated below:

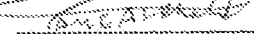
FOR ASSIGNOR:

Printed Name: Abdulhaq Alkhalidi

Title: President

Signature: 

Date: December 15, 2017

INVENTOR: 
Abdulhaq Alkhalidi

Date: December 15, 2017

FOR ASSIGNEE:

Printed Name: Mendel Bassman

Title: President

Signature: 

Date: December 15, 2017