## 504701477 12/22/2017

## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MARK A. TURNER	07/01/2017

#### **RECEIVING PARTY DATA**

Name:	DAYSTAR PRODUCTS INTERNATIONAL, INC.
Street Address:	323 NEWBURY STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02115

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Patent Number:	D685452	

#### **CORRESPONDENCE DATA**

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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Correspondent Name: ANDREA DE VOS C/O WILLKIE FARR & GALLAGHER LLP

Address Line 1: 787 SEVENTH AVENUE

Address Line 4: NEW YORK, NEW YORK 10019

NAME OF SUBMITTER:	ANDREA S. DE VOS
SIGNATURE:	/andreasdevos/
DATE SIGNED:	12/22/2017

### **Total Attachments: 4**

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PATENT 504701477 REEL: 044468 FRAME: 0937

#### PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("Patent Assignment Agreement") is made and entered into as of July 1<sup>3</sup>, 2017 by and between Mark A. Turner, an individual residing at 18099 W Minnezona Ave, Goodyear, AZ 85395, (the "Assignor") and Daystar Products International, Inc., a Delaware corporation (the "Assignee") (Assignee and Assignor are collectively referred to as the "Parties").

WHEREAS, Assignor is the named inventor of the patent set forth on <u>Schedule A</u> attached hereto, including the inventions described and claimed in such patent (the "<u>Inventions</u>"), including divisionals, continuations-in-part, provisionals, reissues, reexaminations or interferences thereof (the "<u>Patent</u>").

WHEREAS, pursuant to that certain Intellectual Property Assignment Agreement, dated as of the date hereof by and between Assignee and Assignor (the "IP Agreement"), Assignor agreed to assign, sell, convey, and transfer, and desires to assign, sell, convey, and transfer all of Assignor's right, title, and interest in and to the Patents to Assignee, and Assignee desires to receive all right, title, and interest in and to the Patents.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- Definitions. Capitalized terms used in this Patent Assignment Agreement that are not defined in the body of this Patent Assignment Agreement have the meanings given to them in the IP Agreement.
- Assignment. Assignor does hereby irrevocably sell, convey, transfer, assign, and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, (a) all of Assignor's right, title, and interest in and to the Patent and the Inventions, (b) any patents that may granted for the Inventions in the United States and all other countries, territories and jurisdictions of the world, (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Assignor further authorizes Assignee to file for and request that the United States Patent and Trademark Office, any successor offices thereto or any other corresponding bodies in each of the other countries, territories and jurisdictions of the world issue any and all patents resulting from the Patent to Assignce. Assignor represents and warrants that it 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 Assignor has not and will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

PATENT REEL: 044468 FRAME: 0938

- 3. Further Assurances. Assignor shall take such steps and actions, and provide such cooperation and assistance at Assignee's expense the Assignee and its successors, assigns, and legal representatives, in connection with the Inventions and the Patent, or for any inventions and discoveries derived therefrom, as may be necessary to effect, evidence, or perfect the assignment of the Patent and the Inventions 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 the International Convention for the Protection of Industrial Property or similar treaties and agreements, or other lawful papers; the execution and delivery of all papers 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.
- 4. Governing Law. This Patent Assignment Agreement shall be construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of any jurisdiction other than the State of Delaware.
- 5. No Conflict. Nothing in this Patent Assignment Agreement shall alter any liability or obligation of the parties hereto arising under the IP Agreement. In the event of a conflict between the terms and conditions of this Patent Assignment Agreement and the terms and conditions of the IP Agreement, the terms and conditions of the IP Agreement shall govern. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Patents except as specifically set forth in the IP Agreement.
- 6. <u>No Modifications</u>. This Patent Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.
- 7. <u>Successors and Assigns</u>. This Patent Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.
- 8. <u>Counterparts</u>. This Patent Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment Agreement as of the date first written above.

MARK A. TURNER

Name: Mark Tur

Title: 60

DAYSTAR PRODUCTS INTERNATIONAL, INC.

Name: James Monaco

Title: Vice President

# SCHEDULE A

### PATENTS

Patent/Application	Title	Filing Date
No.		
D685.452	Liquid Tank	January 5, 2012
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PATENT REEL: 044468 FRAME: 0941