

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4770594

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	NASSIM HARAMEIN	08/18/2014
RECEIVING PARTY DATA		
Name:	THE RESONANCE PROJECT FOUNDATION	
Street Address:	75-5995 KUAKINI HWY STE. 606	
City:	KAILUA KONA	
State/Country:	HAWAII	
Postal Code:	96740	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15258361
CORRESPONDENCE DATA		
Fax Number:	(949)943-8358	
<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>		
Phone:	9499438300	
Email:	mnuguid@fishiplaw.com	
Correspondent Name:	FISH IP LAW, LLC	
Address Line 1:	2603 MAIN STREET, STE 1000	
Address Line 4:	IRVINE, CALIFORNIA 92614	
ATTORNEY DOCKET NUMBER:	103220.003US3	
NAME OF SUBMITTER:	ROBERT D. FISH	
SIGNATURE:	/ROBERT D. FISH/	
DATE SIGNED:	01/10/2018	
Total Attachments: 12		
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ASSIGNMENT OF UNDIVIDED INTEREST IN PATENT AND RELATED PATENT APPLICATIONS

This Assignment of Undivided Interest in Patent and Related Patent Applications (the "Assignment") is made and entered into as of August 21, 2014 (the "Effective Date"), by and between NASSIM HARAMEIN, an individual residing in the State of Hawaii ("Assignor") and THE RESONANCE PROJECT FOUNDATION, a nonprofit corporation organized under the laws of the State of Hawaii ("Assignee"). Assignor and Assignee may be referred to hereinafter collectively as the "Parties" or individually as a "Party."

RECITALS

A. Assignor is the inventor of that certain "Device and Method For Simulation of Magnetohydrodynamics," the "Plasma Flow Interaction Simulator", the "Modular Frames for Jewelry", and the "High Energy Crystals" (collectively, "the Inventions"), which were funded, in part, by Assignee.

B. Based upon the relative contributions of Assignor and Assignee to the creation of the Inventions, the Parties have determined that Assignee is entitled to a 25% undivided interest in the Patents and Related Patent Applications (See Exhibit A annexed hereto). The parties agree that Exhibit A may be modified from time to time to include further patent applications related to the Inventions.

C. Assignor and Assignee desire to enter into this Assignment to cause the transfer by Assignor to Assignee of an undivided 25% interest in the Patents and Related Patent Applications.

NOW, THEREFORE, in consideration of the mutual promises of the Parties, and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Assignment. Assignor does hereby sell, assign, transfer, convey and deliver to Assignor and Assignee as joint owners the entire right, title, and interest in and to the Patents and Related Patent Applications, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for the subject matter of the Patents, and to any continuation, continuation-in-part, division, renewal, extension, substitute, re-examination or reissue thereof or any legal equivalent in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under any international conventions and treaties, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, the right to collect and receive all damages, penalties, and other recoveries by reason of past, present or future infringement or other unauthorized use of the Patent and any rights arising from Related Patent Applications, with the right to enforce in any way, including but not limited to the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives. In Assignee's sole discretion and sole cost, Assignee may join Assignor as a party plaintiff or defendant in any such action or proceeding. Assignor will cooperate, at Assignee's expense, in diligently doing all necessary acts towards these ends.

2. Division of Interest. Assignor and Assignee hereby agree that by this Assignment, Assignee is hereby granted an undivided twenty-five percent (25%) interest of all right, title, and interest in and to the Patents and Related Patent Applications, and Assignor retains an undivided seventy-five percent (75%) interest of all right, title and interest in and to the Patents and Related Patent Applications, as provided in Section 1 of this Assignment.

3.Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and, in the case of any patent applications filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignor and Assignee and their successors, assigns and other legal representatives as joint owners in accordance with the terms of this Assignment.

4.Further Actions. The parties agree to do such further acts and things and to execute and deliver such additional confirmatory agreements and instruments as may be reasonably necessary to give effect to the purposes of this Agreement and the parties' agreements hereunder. Assignor covenants and agrees, at its own expense, to execute and deliver, at the request of Assignor and Assignee as joint owners, such additional confirmatory agreements and instruments. Notwithstanding the foregoing, the assignments made hereunder are effective as of the Effective Date hereof. For the avoidance of doubt, the effective date of the assignments contemplated hereby shall not be affected by Assignee's and/or Assignor's request for, or Assignor's taking of, any further confirmatory actions relating to the assignments and assumptions contemplated by this Assignment.

5.Governing Law. This Assignment, the rights and obligations of the Parties hereunder, and any disputes hereunder shall be governed by and construed in accordance with the domestic laws of the State of Hawaii, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Hawaii or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Hawaii.

6.Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, by telecopy with answer back, by express or overnight mail delivered by a nationally recognized air courier (delivery charges prepaid), by registered or certified mail (postage prepaid, return receipt requested) or by e-mail with receipt confirmed by return e-mail to the respective Parties as set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such Party:

If to Assignor, to:

Nassim Hamein
4591 Kuawa Road
Kilauea, Hawaii 96754
email: osiris@theresonanceproject.org

If to Assignee, to:

The Resonance Project Foundation
4591 Kuawa Road
Kilauea, Hawaii 96754
email: chris@resonance.is
Attention: Chris Almida

Any notice or communication delivered in person shall be deemed effective on delivery. Any notice or communication sent by e-mail, telecopy or by air courier shall be deemed effective on the first business day following the day on which such notice or communication was sent. Any notice or communication sent by registered or certified mail shall be deemed effective on the third business day following the day on which such notice or communication was mailed.

7.Binding Assignment. No Party may, directly or indirectly, in whole or in part, whether voluntarily or involuntarily or by operation of law or otherwise, assign or transfer this Assignment and the rights granted to it hereunder without the other Party's prior written consent, which consent may be granted or refused at the other Party's sole discretion. Notwithstanding the foregoing, either Party may assign this Assignment and the rights granted to it hereunder, subject to the Assignee's assumption of all of the assigning party's obligations, to a successor in interest without the consent of the other Party upon any merger, acquisition, reorganization, change of control, or sale of all or substantially all of the assets or business of such Party or the sale of all or substantially all of the assets or the business to which this Assignment relates. Any assignment or attempted assignment in violation of this Section shall be null and void from the beginning and shall be deemed a material breach of this Assignment.

8.Third Party Beneficiaries. The terms and provisions of this Assignment are intended solely for the benefit of Assignor and Assignee as joint owners. It is not the intention of the Parties to

confer third-party beneficiary rights upon any other person or entity, and this Assignment does not (shall not be construed to) confer any right or cause of action in, upon or on behalf of any other person or entity, and no person or entity (including any of employee or former employee of any of the Parties) other than the Parties shall be entitled to rely on any provision of this Assignment in any action proceeding, hearing or other forum.

9. Severability. If any provision of this Assignment or the application of any such provision shall be held by a tribunal of competent jurisdiction to be invalid, illegal or unenforceable in any respect under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it is invalid, illegal or unenforceable and the remaining provisions of this Assignment shall continue in full force and effect. The Parties shall endeavour to substitute forthwith such provision with a provision which will most closely correspond to the legal and economic contents of the invalid, illegal or unenforceable provision.

10. No Waiver; Remedies Cumulative. Failure or neglect by a Party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of such Party's rights hereunder nor in any way affect the validity of the whole or any part of this Assignment nor prejudice such Party's rights to take subsequent action. All rights and remedies conferred under this Assignment or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently.

11. Amendment. Any term of this Assignment may be amended, modified, rescinded, canceled or waived, in whole or in part, only by a written instrument signed by each of the Parties' authorized representatives or their respective permitted successors and assigns. Any amendment or waiver affected in accordance with this Section shall be binding upon the Parties and their respective successors and assigns.

12. Counterparts. This Assignment may be executed in two or more counterparts, all of which, taken together, shall be considered to be one and the same instrument.

13.Headings; Construction. The headings to the clauses, sub-clauses and parts of this Assignment are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment. The terms "this Assignment," "hereof," "hereunder" and any similar expressions refer to this Assignment and not to any particular Section or other portion hereof. The Parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Assignment. As used in this Assignment, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation" and "discretion" means sole discretion.

14.No Partnership. This Assignment does not constitute and shall not be construed as constituting a partnership, an agency or a joint venture between the Parties. Neither Party shall have any right to obligate or bind the other Party in any manner whatsoever.

15.Entire Agreement. This Assignment constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties in conjunction with the subject matter hereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the Effective Date.

ASSIGNOR


Nassim Hamein

ACKNOWLEDGEMENT:

STATE OF HAWAII)

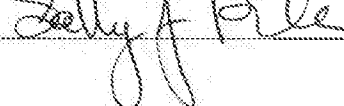
SS:

COUNTY OF Kauai)

On August 18, 2014 before me Sally J. Psaila, personally appeared Nassim Hamein who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Hawaii that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



STATE OF HAWAII

)

) SS.

COUNTY OF KAUAI

)

On August 18, 2014, before me personally appeared Nassim Hamein who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

STATE OF HAWAII NOTARY CERTIFICATION

Doc. Description: _____ Assignment of Undivided Interest in Patent and Related Patent Applications _____

Date of Document: _____ N/A _____ # Pages: _____

Date of Notarization: _____ August 18, 2014 _____



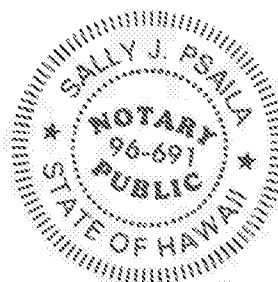
Notary Public Signature

Print Name: Sally J. Psaila

Notary Public, State of Hawaii, Kauai Circuit

My commission expires: 12/30/2016

Notary Commission No. 96-691



PATENT

REEL: 044590 FRAME: 0202

IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed as of the Effective Date.

THE RESONANCE PROJECT FOUNDATION

By: 

Name: Chris Almida

Title: Executive Director


ACKNOWLEDGEMENT:

STATE OF HAWAII)

SS:

COUNTY OF Kauai)

On August 18, 2014 before me Sally J. Psaila, personally appeared ~~Harmon~~ Chris Almida who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Chris Almida


I certify under PENALTY OF PERJURY under the laws of the State of Hawaii that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



STATE OF HAWAII

)

) SS.

COUNTY OF KAUAI

)

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STATE OF HAWAII NOTARY CERTIFICATION

Doc. Description: Assignment of Undivided Interest in Patent and Related Patent Applications

Date of Document: N/A # Pages:

Date of Notarization: August 18, 2014

Sally J. Psalla

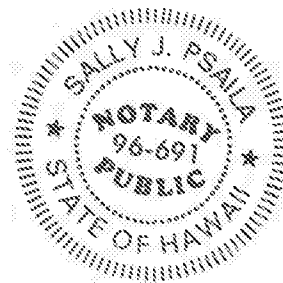
Notary Public Signature

Print Name: Sally J. Psalla

Notary Public, State of Hawaii, Kauai Circuit

My commission expires: 12/30/2016

Notary Commission No. 96-691



PATENT

REEL: 044590 FRAME: 0204

**EXHIBIT A, AS MODIFIED ON OCTOBER 12, 2015, TO "ASSIGNMENT OF
UNDIVIDED INTEREST IN PATENT AND RELATED PATENT APPLICATIONS"
BETWEEN NASSIM HARAMEIN AND THE RESONANCE PROJECT FOUNDATION,
DATED AUGUST 21, 2014**

DEVICE AND METHOD FOR SIMULATION OF MAGNETOHYDRODYNAMICS / PLASMA FLOW INTERACTION SIMULATOR					
Country	Application No.	Filing Date	Status	Patent No.	Issue Date
AU	AU - 2008317345	5/12/2010	Issued	AU 2008317345	5/31/2012
AU	AU - 2012202779	5/11/2012	Issued	AU 2012202779	10/10/2013
AU	AU - 2013205858	5/15/2013	Pending		
BR	PI0818845-9	4/26/2010	Pending		
CA	2706589	5/21/2010	Pending		
EP	08841554.2	5/20/2010	Pending		
IN	3550/DELNP/2010	5/19/2010	Pending		
JP	2010-531030	4/23/2010	Issued	JP 5400786	
JP	2013-221224	10/25/2013	Abandoned		
PCT	PCT/US08/012005	10/23/2008	Superseded		
RU	2010120683	5/21/2010	Issued	RU 2497191	10/27/2013
RU	2013133467	7/11/2013	Pending		
US	11/976364	10/24/2007	Issued	US 8073094	12/06/2011
US	12/837295	7/15/2010	Issued	US 8130893	3/06/2012
US	13/412333	3/05/2012	Issued	US 8933595	1/13/2015
US	14/592758	1/08/2015	Pending		
Modular Frames For Arrangement And Orientation Of Geometric Solids					
	Application No.		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		
EP	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	Pending		
US	14/080585	11/14/2013	Pending		
Precision Cut High Energy Crystals					
	Application No.		Status	Patent No.	Issue Date
PCT	PCT/US15/19100	3/06/2015	Pending		
PCT	TBA		Not Filed -- awaiting disclosure		
US	61/883840	9/27/2013	Superseded	(provisional)	
US	62/055503	9/25/2014	Superseded	(provisional)	

US	14/498757	9/26/2014	Pending		
US	14/638726	3/04/2015	Pending		
US	14/640146	3/06/2015	Pending		

ASSIGNOR: Nassim Hamein



Nassim Hamein

ASSIGNEE: The Resonance Project Foundation



Chris Almida, Executive Director of The Resonance Project Foundation