

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4826325

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | OSMAN ERSED AKCASU | 09/19/2017 |
| RECEIVING PARTY DATA | | |
| Name: | NANOHENRY, INC. | |
| Street Address: | 5336 CALLE VISTA | |
| City: | SAN DIEGO | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 92103 | |
| PROPERTY NUMBERS Total: 2 | | |
| Property Type | Number | |
| Application Number: | 15285310 | |
| PCT Number: | US2017054976 | |
| CORRESPONDENCE DATA | | |
| Fax Number: | | |
| <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: | 650-326-2400 | |
| Email: | mvera@kilpatricktownsend.com | |
| Correspondent Name: | KILPATRICK TOWNSEND & STOCKTON LLP | |
| Address Line 1: | TWO EMBARCADERO CENTER | |
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| Address Line 4: | SAN FRANCISCO, CALIFORNIA 94111 | |
| ATTORNEY DOCKET NUMBER: | 091560-1011711-001600US | |
| NAME OF SUBMITTER: | MARCOS VERA | |
| SIGNATURE: | /Marcos Vera/ | |
| DATE SIGNED: | 02/15/2018 | |
| Total Attachments: 4 | | |
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| source=Ersed_Assignment#page3.tif | | |
| source=Ersed_Assignment#page4.tif | | |

CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is effective as of September 19, 2017, by and between Osman Ersed Akcasu ("FOUNDER") and nanoHenry, Inc., a Delaware corporation (the "Company").


RECITALS:

A. FOUNDER is a founder of the Company and he has certain business assets that have been and are to be used by the Company, including certain patents, patent applications, ideas, concepts, inventions and intellectual property to be used in the Company's business, and including intellectual property relating to or to be used in the business, and those business assets and that intellectual property are useful to the Company and may be included in certain patent applications to be filed by the Company, and FOUNDER is willing to contribute all such business assets and intellectual property to the Company, in exchange for shares of the Company's capital.

B. *NOW, THEREFORE*, in consideration of the premises and mutual covenants, warranties and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

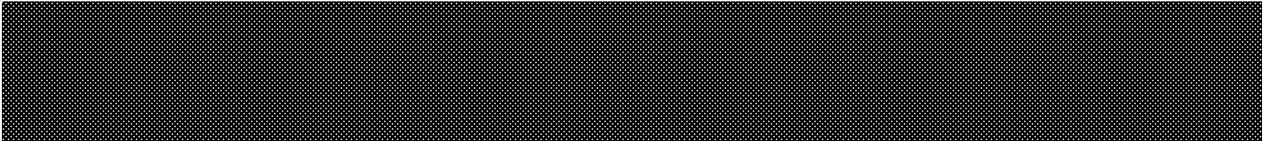
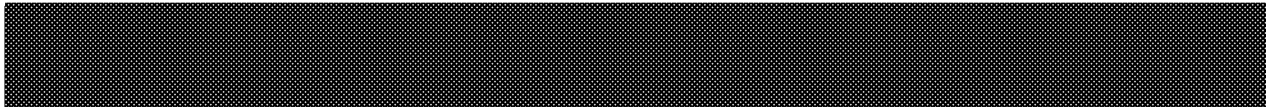
ARTICLE 1. CONTRIBUTION

1.1 *Contribution.* Subject to the terms and conditions of this Agreement, FOUNDER hereby confirms that he hereby conveys, transfers, and assigns to the Company all of its right, title and interest in and to the Company's business and assets, including but not limited to the Company business plan, the URL, SM handles, patent and trademark rights, patents and patent applications listed on Exhibit A attached hereto, and all ideas, concept and inventions useful in the Company's business, including but not limited to the business plan, and all rights to all intellectual property relating to the Company's technology and related software to be used in the business, and such business and the technology used for the business, including all patent rights thereto (collectively referred to herein as the "Assets"), and the Company hereby accepts the contribution of the Assets from FOUNDER.



ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF FOUNDER

FOUNDER hereby represents and warrants to the Company as follows:



**ARTICLE 3.
MISCELLANEOUS**

3.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute but one and the same instrument.

3.4 Further Assurances. Each of the parties hereto agrees that, at any time and from time to time after the date hereof, it will take any and all actions and execute and deliver to any other party such further instruments or documents as may reasonably be required to give effect to the transactions contemplated under this Agreement, including by executing and delivering such further instruments of conveyance, transfer and assignment and taking such other action at the Company's expense as it may reasonably require to more effectively convey and transfer to the Company any of the Assets.

3.5 Entire Agreement. Unless otherwise specifically agreed in writing, this Agreement and the schedules and exhibits attached hereto represent the entire understanding of the parties with reference to the transactions set forth herein, and supersede all prior representations, warranties, understandings and agreements heretofore made by the parties, and neither this Agreement nor any provisions hereof may be amended, waived, modified or discharged except by an agreement in writing signed by the party against whom the enforcement of any amendment, waiver, change or discharge is sought.

3.6 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

3.7 Captions. The captions of the various Sections and subsections hereof and in the annexes and schedules attached hereto are for convenience of reference only, and shall not affect the meaning or construction of any provision hereof or of any such annexes or schedules.

3.8 Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to

relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

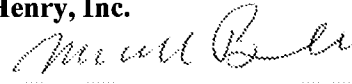
3.9 Governing Law. This Agreement is deemed to have been made in the State of California, and its interpretation, its construction and the remedies for its enforcement or breach are to be applied pursuant to, and in accordance with, the laws of the State of California as such apply to contracts made and to be performed in that state.

IN WITNESS WHEREOF, each of the parties hereto has executed this Contribution Agreement as of the day and year first written above.



Osman Ersed Akcasu

nanoHenry, Inc.



By:

Michael Brunolli, President

Exhibit A

Patents and Patent Applications, trademarks, URL, SM Handles, and Related Intellectual Property

1.0. "Miniature Inductors and Related Circuit Components and Methods of Making Same"

Inventor: Osman Ersed Akcasu

USPTO Patent Application Number: 15/285,310

USPTO Application Filing Date: 10/04/2016

Assignee: Osman Ersed Akcasu

2.0. PCT Application for international patent application number PCT/US17/54976

Dated 10/03/2017.