

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4851022

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|---|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| EDISON INDUSTRIAL INNOVATION, LLC | 02/09/2018 |
| RECEIVING PARTY DATA | |
| Name: | EDISON WELDING INSTITUTE, INC. |
| Street Address: | 1250 ARTHUR E. ADAMS DRIVE |
| City: | COLUMBUS |
| State/Country: | OHIO |
| Postal Code: | 43221 |
| PROPERTY NUMBERS Total: 9 | |
| Property Type | Number |
| Patent Number: | 9063059 |
| Patent Number: | 8215173 |
| Patent Number: | 9037419 |
| Patent Number: | 9539632 |
| Application Number: | 14970054 |
| Application Number: | 15092193 |
| Patent Number: | 9733219 |
| Patent Number: | 9759691 |
| Application Number: | 15369445 |
| CORRESPONDENCE DATA | |
| Fax Number: | (614)464-1737 |
| <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: | 16145597288 |
| Email: | kclark@fbtlaw.com |
| Correspondent Name: | FROST BROWN TODD - COURTNEY J. MILLER |
| Address Line 1: | 301 EAST FOURTH STREET |
| Address Line 2: | 3300 GREAT AMERICAN TOWER |
| Address Line 4: | CINCINNATI, OHIO 45202 |
| NAME OF SUBMITTER: | COURTNEY J. MILLER |
| SIGNATURE: | /Courtney J. Miller/ |

PATENT

| | |
|---|------------|
| DATE SIGNED: | 03/05/2018 |
| Total Attachments: 20 source=Redemption Agreement_Executed#page1.tif source=Redemption Agreement_Executed#page2.tif source=Redemption Agreement_Executed#page3.tif source=Redemption Agreement_Executed#page4.tif source=Redemption Agreement_Executed#page5.tif source=Redemption Agreement_Executed#page6.tif source=Redemption Agreement_Executed#page7.tif source=Redemption Agreement_Executed#page8.tif source=Redemption Agreement_Executed#page9.tif source=Redemption Agreement_Executed#page10.tif source=Redemption Agreement_Executed#page11.tif source=Redemption Agreement_Executed#page12.tif source=Redemption Agreement_Executed#page13.tif source=Redemption Agreement_Executed#page14.tif source=Redemption Agreement_Executed#page15.tif source=Redemption Agreement_Executed#page16.tif source=Redemption Agreement_Executed#page17.tif source=Redemption Agreement_Executed#page18.tif source=Redemption Agreement_Executed#page19.tif source=Redemption Agreement_Executed#page20.tif | |

REDEMPTION AGREEMENT

EDISON INDUSTRIAL INNOVATIONS, LLC

AGREEMENT made 2/9/18 [date] (the "Effective Date"), by and between Edison Industrial Innovation, LLC, a Ohio limited liability company with offices at 2200 Lapsley Lane, Bowling Green, KY, 42103 ("EI2" or the "Company"), Cumberland and Western Resources, LLC, a Wyoming limited liability company with offices at 2200 Lapsley Lane, Bowling Green, Kentucky, 42103 ("C&W" or "Remaining Member"), and Edison Welding Institute, an Ohio Corporation, with offices at 1250 Arthur E. Adams Drive, Columbus, Ohio 43221 ("EWT" or the "Redeemed Member").

Whereas the Remaining Member and the Redeemed Member each hold a 50% member interest in the Company, and

Whereas the Redeemed Member desires to withdraw from the Company because the members have different business strategies for the continued operation of the Company, and the Redeemed Member is willing to transfer all of its 50% member interest to the Company in exchange for the intellectual property rights and such other consideration as identified on the attached Exhibit "A" (the "IP"), and

Whereas the Company's Board of Directors has unanimously determined (except that the Redeemed Member refrained from voting) that the exchange of the IP for Redeemed Member's 50% member interest is fair and that the offer of the Redeemed Member should be accepted,

Now, therefore, in consideration of the premises, the parties, agree as follows:

1. *Resignation of Redeemed Member.* Concurrently herewith, the Redeemed Member shall submit resignations for its appointees to the Board of Directors. The resignations shall take effect at the time of their submission.
2. *Surrender of Member Interest.* Concurrently herewith, the Redeemed Member shall surrender to the Company any issued certificates representing its 50% member interest or such other written evidence of assignment as agreed by the parties. The parties acknowledge that the Redeemed Member shall have no obligations in connection with the Loan and Security Agreements listed on Exhibit "B".
3. *Representations.* The Redeemed Member represents and warrants that it is the sole owner of the 50% member interest, and that such interest is free and clear of liens or encumbrances of any kind.
4. *Delivery of Assignment of Intellectual Property Rights.* Upon receipt, thereof, the Company shall accept from the Redeemed Member the surrender of its 50% member interest, and shall deliver to the Redeemed Member the fully executed Assignment of Intellectual Property Right in the form attached as Exhibit "C".

5. *Operating Agreement.* The Redeemed Member, the Remaining Member, and the Company acknowledge that this Agreement and its execution is in conformance with the Company's Operating Agreement, and the parties agree to take such additional action as may be required by the Operating Agreement or Ohio corporate law to effectuate the redemption as set forth in this Agreement.

6. *Non-Compete.* For purposes of this agreement, ultrasonic-assisted machining will be defined as the application of power ultrasonic vibrations to traditional machine tools (e.g. drilling, milling, turning) to improve performance (e.g. faster drilling, improved finish, extended tool life, challenging materials), as shown in concept by Figure 1 in Attachment 2 ("USM Technology").

"EI2 USM Technology" is defined as all patents, designs, drawings, and know-how whose sole application is to those patents, designs, and drawings, owned by EI2 and in existence as of the Effective Date.

It is understood that the following list of concepts and technologies constitute EI2 USM Technology per the foregoing definitions. Any ultrasonic or high-powered ultrasonic technology not included in the definition of USM Technology is referred to as "Other US Technology".

- i. Ultrasonic Signal Generator
- ii. Safety Circuit
- iii. Machining Equipment Interface
- iv. Non-Rotating Drilling Module
- v. Rotating Drilling Module
- vi. Wet Mate Connector
- vii. Milling Module
- viii. Non-Contact Rotating Power Transfer Device
- ix. Non-rotating Lathe Turning module
- x. Specialized cutting tools for high powered ultrasonic machining
- xi. Coolant delivery system
- xii. Ultrasonic vibratory chip extraction assistance system
- xiii. Resonance mitigation system
- xiv. Ultrasonic cutting tool length adapters

EWI agrees not to develop or commercialize any USM Technology that competes with EI2's USM Technology. EWI also agrees not to assist any third party in developing USM Technology for commercialization, to the extent that EWI has actual knowledge of the third party's intention to commercialize. These obligations will be in effect for a period of 7 years from the Effective Date of this Agreement.

For clarity, the foregoing is not intended to prevent EWI from performing application viability research on USM Technology for its customers, and EWI may continue to offer those services on USM Technology.

Furthermore, EWI is released from all existing obligations associated with Other US Technology. For clarity, this means EWI has the right to perform research and development on Other US Technology that was developed by EWI personnel and obligated to EI2, verbally or in writing.

EWI understands and agrees that it will not have access to any USM Technology further developed by Acoustech Systems.

7. *Entire Agreement.* This Agreement constitutes the entire Agreement between the parties with respect to its subject matter and may not be modified or amended orally.

8. *Notices.* All notices or other documents under this Agreement shall be in writing and delivered personally or mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at their last known addresses.

9. *Non-waiver.* No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

10. *Headings.* Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

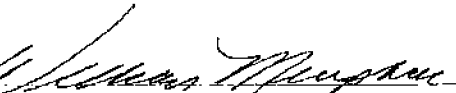
11. *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws of the state of Ohio.

12. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be one and the same instrument.

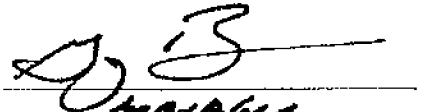
13. *Binding effect.* The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

Signatures on following page.

Edison Industrial Innovation, I.I.C

By: 
Its: MANAGER

Remaining Member:

By: 
Its: MANAGER

Redeemed Member:

By: Robert S. Walker
Its: EWI-CFO

Exhibit "A"

Spotsight®. "Spotsight®" is defined as all concepts and technology assigned from EWI to EI2, as described in Exhibit A of the Assignment of Intellectual Property Rights dated August 13, 2014 (Spotsight® Assignment), attached hereto as Attachment 1, and all improvements made to the Spotsight® technology.

Assignment of Honda-EI2 Cross-License and NDA. EI2 hereby agrees to assign its rights in and to the August 24, 2015 Honda-EI2 Cross-License and the August 24, 2015 Honda-EI2 Central Region Mutual Confidentiality Agreement. Upon approval from Honda, which is to be obtained by EWI, EI2 will execute the necessary assignment documents to affect this transfer to EWI.

Ultrasonic Forming intellectual property listed below:

PATENTS: See table below.

TRADEMARKS: SPOTSIGHT, USPTO Registration No. 86/018,402

COPYRIGHTS: Copyright Registration No. TXul-701-625

| Docket Number | Title | Jurisdiction | Status | Application # | Patent # |
|---------------|---|-------------------|-----------|-------------------|----------|
| EI2-0009-US | UT METHOD OF IDENTIFYING A STUCK JOINT | USA | Issued | 12/186,047 | 8215173 |
| EI2-0051-CA | THREE-DIMENSIONAL MATRIX PHASED ARRAY SPOT WELD INSPECTION SYSTEM | Canada | Pending | 2,835,899 | |
| EI2-0051-KR | THREE-DIMENSIONAL MATRIX PHASED ARRAY SPOT WELD INSPECTION SYSTEM | Republic of Korea | Pending | 10-2013-7032823 | |
| EI2-0051-PCT | THREE-DIMENSIONAL MATRIX PHASED ARRAY SPOT WELD INSPECTION SYSTEM | PCT | Completed | PCT/US2012/037322 | |

| | | | | | |
|--------------|---|------------------------|---------|------------------|---------|
| EI2-0051-US | THREE-DIMENSIONAL MATRIX PHASED ARRAY SPOT WELD INSPECTION SYSTEM | USA | Issued | 13/468,502 | 9063059 |
| EI2-0069-CN | PORTABLE MATRIX PHASED ARRAY SPOT WELD INSPECTION SYSTEM | China | Pending | 20158009190.6 | |
| EI2-0069-EP | PORTABLE MATRIX PHASED ARRAY SPOT WELD INSPECTION SYSTEM | European Patent Office | Pending | 15751432.4 | |
| EI2-0069-JP | PORTABLE MATRIX PHASED ARRAY SPOT WELD INSPECTION SYSTEM | Japan | Pending | 2016-552906 | |
| EI2-0069-KR | PORTABLE MATRIX PHASED ARRAY SPOT WELD INSPECTION SYSTEM | Republic of Korea | Pending | 10-2016-7022588 | |
| EI2-0069-PCT | PORTABLE MATRIX PHASED ARRAY SPOT WELD INSPECTION SYSTEM | PCT | Pending | PCT/US2015/16042 | |
| EI2-0069-US | PORTABLE MATRIX PHASED ARRAY SPOT WELD INSPECTION SYSTEM | USA | Issued | 14/183,643 | 9037419 |
| EI2-0079-US | ULTRASONIC EXCITATION OF | USA | Issued | 14/802,386 | 9539632 |

| | | | | | |
|----------------------|---|------------------------------|-----------|-------------------|---------|
| | SEGMENTED DIES | | | | |
| EI2- 0088- PCT | MATRIX PHASED ARRAY SYSTEM FOR INSPECTION OF BRAZED WELDS | PCT | Completed | PCT/US2015/065841 | |
| EI2- 0088-US | MATRIX PHASED ARRAY SYSTEM FOR INSPECTION OF BRAZED WELDS | USA | Pending | 14/970,054 | |
| EI2- 0089- CA | PHASED ARRAY SYSTEM FOR INSPECTION OF LASER WELDS | Canada | Pending | 2,982,160 | |
| EI2- 0089-EP | PHASED ARRAY SYSTEM FOR INSPECTION OF LASER WELDS | European Patent Office | Pending | 16777197.1 | |
| EI2- 0089-JP | PHASED ARRAY SYSTEM FOR INSPECTION OF LASER WELDS | Japan | Pending | 2017-552932 | |
| EI2- 0089- KR | PHASED ARRAY SYSTEM FOR INSPECTION OF LASER WELDS | Republic of Korea | Pending | 10-2017-7032155 | |
| EI2- 0089- PCT | PHASED ARRAY SYSTEM FOR INSPECTION OF LASER WELDS | PCT | Pending | PCT/US2016/026208 | |
| EI2- 0089-US | PHASED ARRAY SYSTEM FOR INSPECTION OF LASER WELDS | USA | Pending | 15/092,193 | |
| EI2- 0090- PCT | AUTOMATED WELD INSPECTION SYSTEM | PCT | Pending | PCT/US2016/028241 | |
| EI2- 0090-US | AUTOMATED WELD INSPECTION SYSTEM WITH WELD ACCEPTABILITY | USA | Issued | 14/719,427 | 9733219 |

| | | | | | |
|--------------|---|-----|---------|-------------------|---------|
| | PASS OR FAIL INDICATIONS | | | | |
| EI2-0091-PCT | GATING METHODS FOR USE IN WELD INSPECTION SYSTEMS | PCT | Pending | PCT/US2016/028393 | |
| EI2-0091-US | GATING METHODS FOR USE IN WELD INSPECTION SYSTEMS | USA | Issued | 15/133,642 | 9759691 |
| EI2-0109-US | SEGMENTED DIES FOR USE WITH ULTRASONICS | USA | Pending | 15/369,445 | |

EXHIBIT "B"

Loan and Security Agreements.

1. Loan and Security Agreement (\$3M) dated 1 October 2015 by and between EI2 (Debtor), Acoustech Systems, LLC (Guarantor) and C&W (Lender).
2. Loan and Security Agreement (\$2.5M) dated 1 April 2016 by and between EI2 (Debtor), Acoustech Systems, LLC (Guarantor) and C&W (Lender).
3. Loan and Security Agreement dated (\$1.75M) 1 February 2017 by and between EI2 (Debtor), Acoustech Systems, LLC (Guarantor) and C&W (Lender).

EXHIBIT "C"

INTELLECTUAL PROPERTY ASSIGNMENT

INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, the undersigned, to wit:

EDISON INDUSTRIAL INNOVATION, LLC (hereinafter ASSIGNOR), of **2200 Lapsley Lane, Bowling Green, KY, 42103**, is the owner of the trademark, copyright, and domestic and foreign applications and/or patents listed on **Schedule A** attached hereto.

AND WHEREAS, **EDISON WELDING INSTITUTE, INC.** (hereinafter ASSIGNEE), of **1250 Arthur E. Adams Drive, Columbus, OH, 43221**, is desirous of obtaining the entire right, title, and interest in and to the domestic and foreign applications and/or patents listed on **Schedule A** attached hereto (including any additional patents that may issue therefrom)(hereinafter INVENTIONS).

NOW THEREFORE, pursuant to contractual obligations heretofore assumed by us and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer unto ASSIGNEE, its successors, assigns, and legal representatives, ASSIGNOR's entire right, title, and interest in and to the INVENTIONS, and all additional patents that may be granted therefrom throughout the world, including the right to file additional applications and obtain patents, utility models, industrial models, and designs for the INVENTIONS in ASSIGNEE's own name throughout the world, all rights to publish cautionary notices reserving ownership of the INVENTIONS, and all rights to register the INVENTIONS in appropriate registries; and including the right, title and interest in all divisions, reissues, substitutions, continuations, continuations-in-part, and extensions thereof.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or similar appropriate authority to issue all patents for the INVENTIONS, insofar as ASSIGNOR's interest is concerned, to the ASSIGNEE.

ASSIGNOR further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in ASSIGNEE, its successors, assigns, and legal representatives.

ASSIGNOR hereby further agrees to communicate with the ASSIGNEE, or its successors, assigns and legal representatives, any facts known to ASSIGNOR respecting the INVENTIONS and, at the expense of the ASSIGNEE, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in the ASSIGNEE and to aid the ASSIGNEE, its successors, assigns and legal representatives to obtain and enforce proper protection for the INVENTIONS in all countries.

Executed on the date below indicated:

EDISON INDUSTRIAL INNOVATION, LLC
2200 LAPSLEY LANE
BOWLING GREEN, KY, 42103

William Murphy
Name

William Murphy
Signature 2-19-18

CHAMAN
Title

Schedule A

PATENTS: See table below.

TRADEMARKS: SPOTSIGHT, USPTO Registration No. 86/018,402

COPYRIGHTS: Copyright Registration No. TXu1-701-625

| Docket Number | Title | Jurisdiction | Status | Application # | Patent # |
|----------------------|---|---------------------|---------------|----------------------|-----------------|
| EI2-0009-US | UT METHOD OF IDENTIFYING A STUCK JOINT | USA | Issued | 12/186,047 | 8215173 |
| EI2-0051-CA | THREE-DIMENSIONAL MATRIX PHASED ARRAY SPOT WELD INSPECTION SYSTEM | Canada | Pending | 2,835,899 | |
| EI2-0051-KR | THREE-DIMENSIONAL MATRIX PHASED ARRAY SPOT WELD INSPECTION SYSTEM | Republic of Korea | Pending | 10-2013-7032823 | |
| EI2-0051-PCT | THREE-DIMENSIONAL MATRIX PHASED ARRAY SPOT WELD INSPECTION SYSTEM | PCT | Completed | PCT/US2012/037322 | |
| EI2-0051-US | THREE-DIMENSIONAL MATRIX PHASED ARRAY SPOT WELD INSPECTION SYSTEM | USA | Issued | 13/468,502 | 9063059 |
| EI2-0069-CN | PORTABLE MATRIX PHASED ARRAY SPOT WELD INSPECTION SYSTEM | China | Pending | 20158009190.6 | |
| EI2-0069-EP | PORTABLE MATRIX PHASED | European Patent | Pending | 15751432.4 | |

| | | | | | |
|----------------------|---|----------------------|-----------|-------------------|---------|
| | ARRAY SPOT WELD INSPECTION SYSTEM | Office | | | |
| EI2- 0069-JP | PORTABLE MATRIX PHASED ARRAY SPOT WELD INSPECTION SYSTEM | Japan | Pending | 2016-552906 | |
| EI2- 0069-KR | PORTABLE MATRIX PHASED ARRAY SPOT WELD INSPECTION SYSTEM | Republic of Korea | Pending | 10-2016-7022588 | |
| EI2- 0069- PCT | PORTABLE MATRIX PHASED ARRAY SPOT WELD INSPECTION SYSTEM | PCT | Pending | PCT/US2015/16042 | |
| EI2- 0069-US | PORTABLE MATRIX PHASED ARRAY SPOT WELD INSPECTION SYSTEM | USA | Issued | 14/183,643 | 9037419 |
| EI2- 0079-US | ULTRASONIC EXCITATION OF SEGMENTED DIES | USA | Issued | 14/802,386 | 9539632 |
| EI2- 0088- PCT | MATRIX PHASED ARRAY SYSTEM FOR INSPECTION OF BRAZED WELDS | PCT | Completed | PCT/US2015/065841 | |
| EI2- 0088-US | MATRIX PHASED ARRAY SYSTEM FOR INSPECTION OF BRAZED WELDS | USA | Pending | 14/970,054 | |
| EI2- 0089-CA | PHASED ARRAY SYSTEM FOR INSPECTION OF LASER WELDS | Canada | Pending | 2,982,160 | |
| EI2- | PHASED ARRAY | European | Pending | 16777197.1 | |

| | | | | | |
|--------------|---|-------------------|---------|-------------------|---------|
| 0089-EP | SYSTEM FOR INSPECTION OF LASER WELDS | Patent Office | | | |
| EI2-0089-JP | PHASED ARRAY SYSTEM FOR INSPECTION OF LASER WELDS | Japan | Pending | 2017-552932 | |
| EI2-0089-KR | PHASED ARRAY SYSTEM FOR INSPECTION OF LASER WELDS | Republic of Korea | Pending | 10-2017-7032155 | |
| EI2-0089-PCT | PHASED ARRAY SYSTEM FOR INSPECTION OF LASER WELDS | PCT | Pending | PCT/US2016/026208 | |
| EI2-0089-US | PHASED ARRAY SYSTEM FOR INSPECTION OF LASER WELDS | USA | Pending | 15/092,193 | |
| EI2-0090-PCT | AUTOMATED WELD INSPECTION SYSTEM | PCT | Pending | PCT/US2016/028241 | |
| EI2-0090-US | AUTOMATED WELD INSPECTION SYSTEM WITH WELD ACCEPTABILITY PASS OR FAIL INDICATIONS | USA | Issued | 14/719,427 | 9733219 |
| EI2-0091-PCT | GATING METHODS FOR USE IN WELD INSPECTION SYSTEMS | PCT | Pending | PCT/US2016/028393 | |
| EI2-0091-US | GATING METHODS FOR USE IN WELD INSPECTION SYSTEMS | USA | Issued | 15/133,642 | 9759691 |
| EI2-0109-US | SEGMENTED DIES FOR USE WITH ULTRASONICS | USA | Pending | 15/369,445 | |

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Edison Welding Institute, Inc., a corporation organized and existing under the laws of the state of Ohio and having an office and place of business at 1250 Arthur E. Adams Drive, Columbus, Ohio 43221 ("Assignor") is the owner of all proprietary and intellectual property rights in the concepts and technologies known as SpotSight and more specifically described in Exhibit A, attached hereto (and referred to collectively as the "Technology");

Edison Industrial Innovation, LLC, a limited liability company organized and existing under the laws of the state of Ohio and having an office and place of business at 2200 Lapsley Lane, Bowling Green, Kentucky 42103 ("Assignee") desires to acquire the ownership of all proprietary rights, including, but not limited to, the copyrights, trade secrets, and patents covering the Technology;

Therefore, for good and valuable consideration, the receipt of which is acknowledged, Assignor hereby assigns to Assignee 100% of all right, title, and interest in the Technology, including:

- (1) all copyrights, trade secrets, know-how, and patents which have been or may be granted on the Technology;
- (2) all applications for patents (including divisions, continuations, or continuation-in-part applications) in the United States or any foreign countries or jurisdictions whose duty it is to issue such patents including any reissues and extensions of such patents;
- (3) all priority rights under the Paris Convention and/or Patent Cooperation Treaty for every member country thereof;
- (4) all interest in and to all present and future inventions conceived of or reduced to practice which relate directly to the Technology and all applications for U.S. and foreign letters patent disclosing any aspect of these inventions, and all U.S. and foreign letters patent granted upon such inventions (including divisions, continuations, or continuation-in-part applications); and
- (5) the license agreements listed and described in Exhibit B, attached hereto.

Assignor warrants that: (1) Assignor is the legal owner of all right, title and interest in the Technology; and (2) such rights have not been previously licensed, pledged, assigned, or encumbered. Assignor agrees to cooperate with Assignee and to execute and deliver all papers, instruments and assignments as may be necessary to vest all right, title and interest in and to the intellectual property rights to the Technology in Assignee. Assignor further agrees to testify in any legal proceeding, sign all lawful papers and applications and make all rightful oaths and generally do everything possible to aid Assignee in obtaining and enforcing proper protection for the Technology in all countries.

Assignor hereby declares that all statements made herein are of its own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the

United States Code, and that such willful false statements may jeopardize the validity of the application(s) or any patent(s) issuing therefrom.

IN WITNESS WHEREOF, Edison Welding Institute, Inc. has caused this Assignment to be signed in its corporate name by its duly authorized officer.

EDISON WELDING INSTITUTE, INC.

County of Franklin)
State of Ohio)

SS. James P. Tighe
CFO and VP of Finance & Administration
1250 Arthur E. Adams Drive
Columbus, Ohio 43221

By: [Signature]
Date: 8/13/2014

Subscribed and Sworn to me this 13th day of August, 2014.

Michelle R. Lavery
Notary Public
MICHELLE R. LAVERTY
Notary Public, State of Ohio
My Commission Expires 02-23-2017

EXHIBIT A

The Technology is shown and described in detail in the following United States patent applications, all of which are subject to this Assignment:

- (1) U.S. Patent No. 8,215,173: UT Method of Identifying a Stuck Joint
- (2) U.S. Patent Application No. 13/468,502 and PCT Application No. PCT/US2012/037322:
3-D Matrix Phased Array Spot Weld Inspection System
- (3) U.S. Patent Application No. 14/183,643: Portable Matrix Phased Array Spot Weld
Inspection System

EXHIBIT B

The license agreements listed and described below are subject to this Assignment.

- (1) The License Agreement executed of November 22, 2013 between EWI, Inc. (Columbus, OH) and Vergent Products, Inc. (Loveland, CO).
- (2) The License Agreement executed on November 04, 2013 between EWI, Inc. (Columbus, OH) and Monitech (Korea).

ATTACHMENT 2

Figure 1

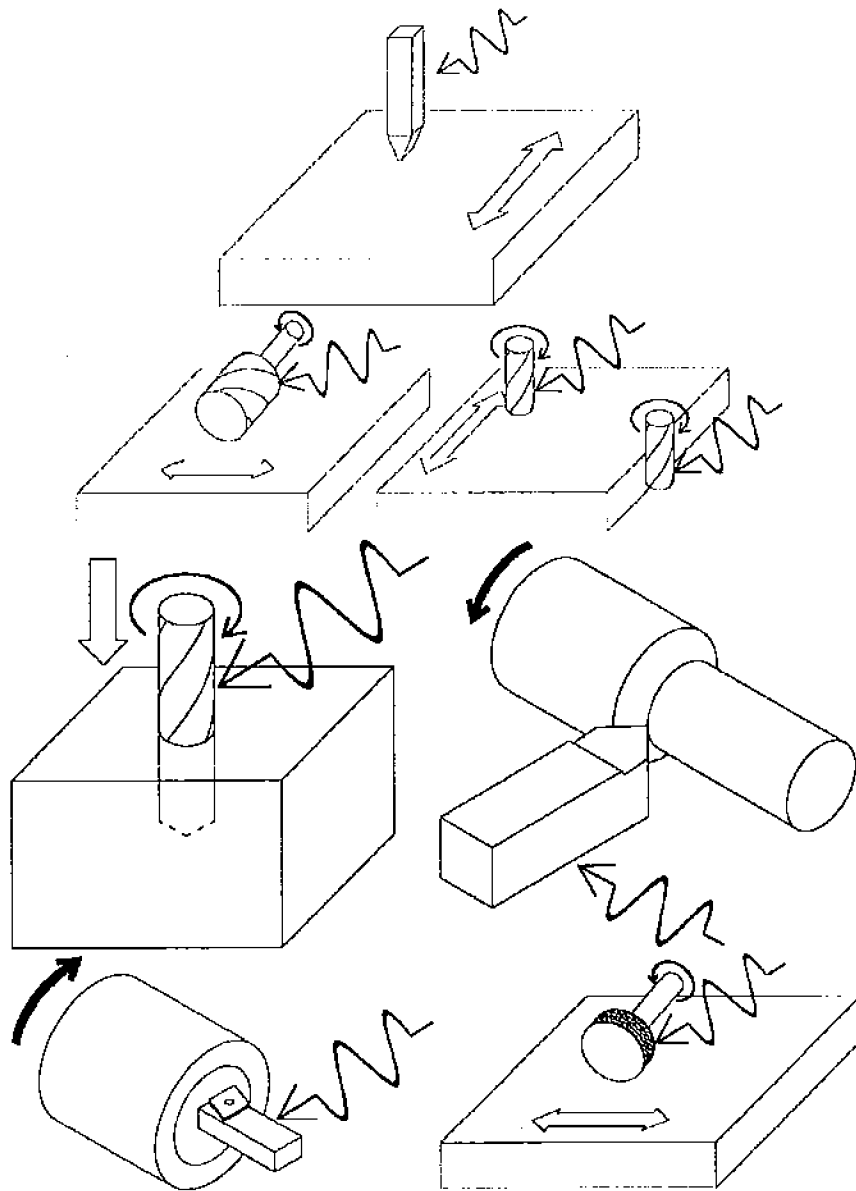


Figure 16.1 Addition of ultrasonic vibrations to machine tool processes. Source: EWI.

Image taken from from "Power Ultrasonics", Gallego-Juarez and Graff (editors), Chapter 16 by Short & Graff