PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4903391

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date	
SUMMIT RESOURCES, INC.	03/12/2018	

RECEIVING PARTY DATA

Name:	NEW RIVER HOLDINGS, LLC	
Street Address:	138 MANSFIELD AVENUE	
City:	DARIEN	
State/Country: CONNECTICUT		
Postal Code:	06820	

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	8013179
Patent Number:	8232423
Patent Number:	8435756
Patent Number:	8445223
Patent Number:	8791251
Patent Number:	9206226
Patent Number:	7641778
Patent Number:	7528368
Application Number:	15288419

CORRESPONDENCE DATA

Fax Number: (412)209-1845

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.

Phone: 412-297-4900

Email: IPPatent@CohenLaw.com Correspondent Name: COHEN & GRIGSBY, P.C. Address Line 1: **625 LIBERTY AVENUE**

Address Line 4: PITTSBURGH, PENNSYLVANIA 15222-3152

ATTORNEY DOCKET NUMBER: 29238.1

> **PATENT** REEL: 045460 FRAME: 0077

504856652

NAME OF SUBMITTER:	MICHAEL E. DUKES
SIGNATURE:	/michael e. dukes/
DATE SIGNED:	04/06/2018
Total Attachments: 5 source=SummitAssignment#page1.tif source=SummitAssignment#page2.tif source=SummitAssignment#page3.tif source=SummitAssignment#page4.tif source=SummitAssignment#page5.tif	

PATENT ASSIGNMENT AGREEMENT

THIS PATENET ASSIGNMENT AGREEMENT (this "Agreement") is made this 12²⁸ day of March 2018 (the "Effective Date"), by and between SUMMIT RESOURCES, INC., a West Virginia corporation having an office at 303 Middle Collision Road, Mount Lookout, West Virginia 26678 (the "Seller"), and NEW RIVER HOLDINGS, LLC, a Delaware limited liability company, having an address at 138 Mansfield Avenue, Darien, Connecticut 06820 (the "Buyer"). Buyer and Seller are sometimes collectively referred to herein as the "Parties", and each individually as a "Party".

WHEREAS, this Agreement is a supplement to that certain Bill of Sale of even date herewith between Seller and Buyer (the "Bill of Sale"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Bill of Sale;

WHEREAS, Seller is the sole and rightful owner of certain ideas and inventions which it has either (i) registered for a patent, or patents, thereon, or (ii) applied for the registration of a patent, or patents, thereon, which patents and application for patents are listed in <u>Exhibit A</u> attached hereto and made a part hereof (collectively, the "<u>Patents</u>");

WHEREAS, as contemplated in, and subject to and in accordance with the terms of, this Agreement and the Bill of Sale, Seller desires to sell and transfer to Buyer, and Buyer desires to purchase and acquire from Seller, all of Seller's right, title and interest in and to the Patents; and

WHEREAS, this Agreement is executed for the purpose of filing a Patent Assignment with the United States Patent and Trademark Office (the "<u>USPTO</u>"); if there is a conflict between the definitions, terms or provisions of this Agreement and the Bill of Sale, the definitions, terms or provisions of the Bill of Sale shall control.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- Buyer, and its successors, representatives and assigns, all of Seller's right, title and interest in the Patents, including all reexaminations, extensions and reissues thereof, all source code associated therewith, and all rights to sue for injunctive relief and damages for infringement of any of the Patents (including, without limitation, damages for past infringement accruing prior to the Effective Date). Seller hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patents to Buyer and authorizes the USPTO to issue any Patents resulting from pending Patent applications directly to Buyer. All right, title and interest in the Patents conveyed in this Agreement are to be held and enjoyed by Buyer and Buyer's successors and assigns as fully and exclusively as they would have been held and enjoyed by Seller had this Agreement not been made.
- 2. Further Assurance. Seller hereby agrees to: (i) cooperate with Buyer in the protection of the Patent rights and prosecution and protection of foreign counterparts, (ii)

execute, verify, acknowledge and deliver all such further agreements, instruments and papers, including patent applications and instruments of transfer; and (iii) perform such other acts as Buyer lawfully may request to obtain or maintain the Patents and any and all applications and registrations for the patented material in any and all countries.

- 3. <u>Seller's Representations and Warranties</u>. Seller hereby represents and warrants to Buyer that:
 - (i) Seller is the legal owner of all right, title and interest in the Patents and has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patents to Buyer;
 - (ii) Seller has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and
 - (iii) To Seller's knowledge, the registered Patents are valid and enforceable as of the date of this Agreement.
- 4. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of West Virginia, without regard to conflicts of law principles.
- 5. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
- 6. <u>Severability</u>. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- 7. <u>Incorporation of Bill of Sale</u>. All other terms, conditions, agreements, obligations, representations, warranties, covenants and other miscellaneous terms set forth in the Bill of Sale as relating to the Patents and the transfer thereof from Seller to Buyer are restated and incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

	SELLER: SUMMIT RESOURCES, INC., a West Virginia
	corporation
	By: Stewar Cath
	Name: Steve Antoline
	Title: President
	BUYER:
	NEW RIVER HOLDINGS, LLC, a Delaware limited liability company
	By: July 2
	Name: TODS GERVOLD
	Title: TRESIDENT
STATE/COMMONWEALTH OF)
COUNTY OF Atholas)
frest dent of SUMMIT RESO	before me a notary public, the undersigned officer, , who acknowledged himself/herself to be the URCES, INC., a West Virginia corporation (the being authorized to do so, executed the foregoing
nstrument for the purposes therein containe	d by signing his/her name on behalf of the Seller.
IN WITNESS WHEREOF, I hereunte	set my/hand and official seal
OFFICIAL SEAL STATE OF WEST VIRGINIA NOTARY PUBLIC	Notary Public
Sabrina Pack S57 Wandering Lane Beaver, WV 25813 My Commission Expires March 2, 2020	My Commission Expires: Mach 2 2020

3

EXHIBIT A

TRANSFERRED PATENTS

Registered Patents:

Jurisdiction	Title	Filing Date/Issue Date	Serial/Pub No. / Patent No.	Status	Key Claims	Field
United States	Anionic acid-labile surfactants and methods of use	5/22/2009 09/06/2011 (expires 06/26/2029)	12/454,742 8,013,179	Issued	Novel anionic acid labile detergent chemistries for biological mass spectrometry (sulfate and phosphate salts)	Other
United States	Anionic acid-labite surfactants and methods of use	08/01/2011 07/31/2012	13/195,809 8,232,423	Issued	Novel anionic acid labile detergent chemistries for biological mass spectrometry (sulfonate and phosphonate salts)	Other
United States	Anionic acid-labile surfactants and methods of use	07/31/2012 05/07/2013	13/532,137 8,435,756	issued	Methods of use for anionic acid labile detergents from US 8.013,179	Other
United States	Anionic acid-labile surfactants and methods of use	07/31/2012 05/21/2013	13/532,166 8,445,223	Issued	Methods of use for anionic acid labile detergents from US 8,232,423	Other
United States	Non-ionic acid-labile surfactants and methods of use	06/01/2012 07/29/2014 (expires 10/02/2032)	13/486,231 8,791,251	Issued	Novel non-ionic acid labile detergent chemistries for biological mass spectrometry	Other
United States	Non-ionic acid-labile surfactants and methods of use	06/23/2014 12/08/2015	14/311,771 9,206,226	Issued	Methods of use for non- ionic acid labile	Other

					detergents from US 8,791,251	
United States	Gel electroelution and sample separation devices and associated processes	01/19/2007 1/05/2010	11/655,440 7,641,778	Issued	Compact device design for electroclution of proteins from gels	Other
United States	Electropray ionization process and add-on device with sample injection tip	12/20/2006 05/05/2009	11/642,413 7,528,368	Issued	Novel emitter design for electrospray mass spectrometry	Other

Patent Applications:

Jurisdiction	Title	Filing Date /	Serial/Pub No.	Status	Key Claims	Field
		Publication Date	/ Appl.No.			
United States	Mass Spectrometry Imaging of	10/07/2016	2017/0154759	Pending	Method of differentiating	Other
	Benign Melanocytic Nevi and	06/01/2017	15/288,419	-	benign melanocytic nevi	
	Malignant Melanomas				from malignant	
					melanomas	

2