504892354 04/30/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4939097

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SOUTHWEST NANOTECHNOLOGIES, INC.	04/26/2018

RECEIVING PARTY DATA

Name:	TECHNOLOGY ACQUISITION GROUP 2018, LLC		
Street Address:	4500 KRUSE WAY		
Internal Address:	SUITE 170		
City:	LAKE OSWEGO		
State/Country:	OREGON		
Postal Code:	97035		

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	15337262
Patent Number:	9855551
Patent Number:	9084990

CORRESPONDENCE DATA

Fax Number: (405)235-0439

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.

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Correspondent Name: MCAFEE & TAFT

Address Line 1: 211 NORTH ROBINSON

Address Line 2: 10TH FLOOR, TWO LEADERSHIP SQUARE

Address Line 4: OKLAHOMA CITY, OKLAHOMA 73102

NAME OF SUBMITTER: WILLIAM D. HALL SIGNATURE: /William D. Hall/ **DATE SIGNED:** 04/30/2018

Total Attachments: 6

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Patent Assignment"), dated as of April 26, 2018, is made by John Mashburn, U.S. Bankruptcy Trustee for Southwest Nanotechnologies, Inc. BK#15-14519 ("Assignor"), in favor of TECHNOLOGY ACQUISITION GROUP 2018, LLC ("Assignee"), a Delaware limited liability company, located at 4500 Kruse Way, Suite 170, Lake Oswego, OR 97035, Assignee has acquired the assets identified in Schedule 1, attached hereto, pursuant to the Contribution Agreement between Novus Capital Group, LLC, and Insight 2811 Technology GP, LLC, dated April 3, 2018 (the "Contribution Agreement"), the Amended Trustee's Motion to Sell Estate's Interest in Property of the Estate Free and Clear of Liens and Encumbrances Pursuant to 11 U.S.C. §363(b) and (f) and the Court Order Resulting from said Amended Trustee's Motion (the "Court Order") attached hereto as Schedule 2.

Whereas, under the terms of the Contribution Agreement and pursuant to the Court Order, Assignor has agreed to convey, transfer and assign to Assignee the assets identified in Schedule 1 as well as all associated trade secrets, proprietary methods and processes, and including those associated with the processing of associated nanotubes and catalysts related thereto and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions:

NOW THEREFORE, Assignor and Assignee agree as follows:

- 1. <u>Assignment.</u> For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Patents"):
- (a) the patents set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");
- (b) all rights of any kind whatsoever of Assignor accruing under any of the Patents provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all claims and causes of action with respect to any of the Patents, 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, 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.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding

entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

- 3. Terms of Transfer. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Contribution Agreement and the Court Order, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patents. Any representations, warranties, covenants, agreements, limitations on liability, exceptions and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.
- 4. <u>Counterparts</u>. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.
- 5. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

ASSIGNOR:

.....

STATE OF OCIONAL)
COUNTY OF OCIONAL

SS:

(Seal)

Notary Public

My Commission Expires: __

Commission # 120/05/78

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IN WITNESS WHEREOF, Assignee has duly executed and delivered this Patent Assignment as of the date first above written.

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TECHNOLOGY ACQUISITION GROUP 2018. LLC

Date: <u>April 26, 2018</u>
By: <u>July</u>

STATE OF BREGION

SS:

COUNTY OF CACKANAS)

This instrument was acknowledged before me on April 20%, 20% by John Sassum, known to me to be the person whose name is subscribed hereto and who executed the foregoing instrument, and who acknowledged to me that he is an authorized officer of TECHNOLOGY ACQUISITION GROUP 2018, LLC and has the authority to execute this Patent Assignment on behalf of TECHNOLOGY ACQUISITION GROUP 2018, LLC.

(Seal)

My Commission Expires: 10-15-2-18

Commission # 932786

OFFICIAL STAMP BRIAN ADAM SINGER NOTARY PUBLIC - ORESON COMMISSION NO. 932786 MY COMMISSION EXPINES OCTOBER 15, 2013

Schedule I

Case, Ref.	Application No./Patent No.	Title	Cases Status	Country	Property Type	Deadline
35470.00046	Appln. No. 2,768,474	CATALYST AND METHODS FOR PRODUCING MULTI- WALL CARBON NANOTURES	Pending	Canada	Patent	Response filed 22FEB2018, awaiting next office action
35470,00047	Pst, No. ZL201080041320.1	CATALYST AND METHODS FOR PRODUCING MULTI- WALL CARBON NANOTUBES	Issued	China	Patent	07/15/2018 Deadline to pay annuity fee
35470,60048	Appln. No. 16800624.8	CATALYSTS AND METHODS FOR PRODUCING MULTI- WALL CARBON NANOTUBES	Pending	Europe	Patem	07/15/2018 Deadline to pay annuity fee
35470.00049	Appln. No. 2012-320819 Pat. No. 5670451	CAYATLYST AND METHODS FOR PRODUCING MULTI- WALL CARBON NANOTUBES	Issued	Japan	Patent	12/26/2018 Deadling to pay annuity fee
35470.00051	Appln. No. 13/383,963 Pat. No. 9,084,990	CATALYST AND METHODS FOR PRODUCING MULTI- WALL CARBON NANOTUBES	issued	United States	Patent	07/21/2018 Deadline to pay 18 maintenance fee

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Case, Ref.	Application No./Patent No.	Title	Cases Status	Country	Property Type	Deadline
35470.00072	Appln No. 15/337,262 Continuation of 14/342,735 (Applicant John Mashburn)	SINGLE WALL CARBON NANOTUBE PURIFICATION PROCESS AND IMPROVED SINGLE WALL CARBON NANOTUBES	Pending	United States	Patent	No deadline at this time, awaiting first office action
35470.00074	Appln. No. 2014-255341 Patent No. 5932010	CATALYST AND METHODS FOR PRODUCING MULTI- WALL CARBON NANOTUBES	Issued	Japan	Fatent	05/13/2019 Deadline to pay amounty fee
3\$470,00076	U.S. Pat. No. 9,855,551	CATALYST AND METHODS FOR PRODUCING MULTI- WALL CARBON NAMOTUBES	Issued	United States	Patent	1 st Maintenance Fee Due 021AN2021
35470.00077	Appin. No. 2016-088743 which is a divisional of JP - 2012-520819 5670451	CAYATLYST AND METHODS FOR PRODUCING MULTI- WALL CARBON NANOTUBES	Pending	Japan	Patent	Response filed 24NOV2017
35470.90079	201610528088 3, which is a Divisional of CN Appin, No 201080041320.1	CATALYST AND METHODS FOR PRODUCING MULTI- WALL CARBON NANOTUBES	Pending	China	Pateni	No deadline at this time, awailing first office action
35470 [9	Provisional Application No. 61/226,438	CATALYST AND METHODS FOR PRODUCING MULTI- WALL CARBON NANOTUBES	Expired	United States	Provisional Patent Application, priority application for all Multi-wall application listed in Schedule 1	Expired
35470.30	PCT application PCT/US10/042321	CATALYST AND METHODS FOR PRODUCING MULTI- WALL CARBON NANOTUBES	Expired	Patent Cooperation Treaty	PCT application on which all Multi- wall national application is based	Expired

RECORDED: 04/30/2018