

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5018817

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UNI-PIXEL, INC.	11/08/2017
UNI-PIXEL DISPLAYS, INC.	11/08/2017
RECEIVING PARTY DATA	
Name:	FUTURE TECH CAPITAL, LLC
Street Address:	940 INDUSTRIAL AVE
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94303
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	13393083
Application Number:	13784699
Application Number:	13509175
Application Number:	13784765
Application Number:	13979627
Application Number:	13929533
Application Number:	13851929
Application Number:	13979848
Application Number:	14037002
Application Number:	13851933
Application Number:	15294608
Application Number:	14354526
Application Number:	13980225
CORRESPONDENCE DATA	
Fax Number:	(408)341-3098
<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:	408-341-3059
Email:	Monica.Moreno@wbd-us.com

Correspondent Name:	WOMBLE BOND DICKINSON (US) LLP
Address Line 1:	1841 PAGE MILL ROAD
Address Line 2:	SUITE 200
Address Line 4:	PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	075300-
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NAME OF SUBMITTER:	JOSEPH BACH
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SIGNATURE:	/Joseph Bach/
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DATE SIGNED:	06/21/2018
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Total Attachments: 5

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Exhibit "3.3.1"

**AMENDED AND RESTATED
BILL OF SALE, LICENSE GRANT AND ACQUIRED IP OPTION**

Pursuant to Section 3.3.2 of that certain Asset Purchase Agreement dated as of September 29, 2017 (as amended, the "Agreement"), by and between Future Tech Capital, LLC, a California limited liability company, on the one hand, and Uni-Pixel, Inc. ("Uni-Pixel"), a Delaware Corporation and debtor and debtor-in-possession under Case No. 17-52100 in the United States Bankruptcy Court for the Northern District of California -- San Jose Division (the "Bankruptcy Court") and Uni-Pixel Displays, Inc., a Texas Corporation and debtor and debtor-in-possession under Case No. 17-52101 in the Bankruptcy Court ("Displays," and together with Uni-Pixel as debtors-in-possession, collectively, the "Seller") on the other hand, and for good and valuable consideration, the receipt and sufficiency of which Seller hereby expressly acknowledges, Seller hereby sells, transfers, assigns and delivers all of its right, title and interest in and to the Property, including without limitation, the (i) Intangible Property, (ii) Tangible Personal Property, and (iii) Acquired Inventory, free and clear of all Liens to the extent permitted by the Bankruptcy Code. In connection therewith, Seller hereby unconditionally grants and makes the License Grant referred to, and as described, in the Agreement with respect to the Acquired IP and further grants and makes the Acquired IP Option, if applicable.

Except for terms specifically defined in this Bill of Sale, License Grant and Acquired IP Option all capitalized terms used in herein shall have the same meanings as such terms have in the Agreement.

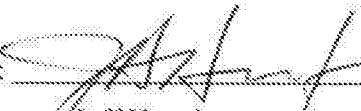
Notwithstanding anything to the contrary herein, Seller is executing and delivering this Bill of Sale, License Grant and Acquired IP Option in accordance with and subject to all of the terms and provisions of the Agreement (including, without limitation, the exclusions set forth in Section 1.2 of the Agreement, and the acknowledgement and disclaimer set forth in Section 7 of the Agreement). Seller covenants that, from time to time after delivery of this Bill of Sale, License Grant and Acquired IP Option at Buyer's request and expense, and without further consideration, Seller will execute and deliver such instruments of conveyance and transfer and take such other actions as Buyer may reasonably request in order to more effectively sell, transfer, assign, deliver and vest in Buyer title to and possession of the Property, and to confirm the License Grant and Acquired IP Option, and any and all other rights and interests pertaining thereto.

This Bill of Sale, License Grant and Acquired IP Option will inure to the benefit of Buyer, its successors, assigns, grantees, administrators, receivers and trustees, and will be binding upon Seller, its estate, creditors, direct and indirect equity holders, all parties-in-interest, affiliates, successors, assigns, grantees, any affected third parties, administrators, receivers and trustees, including, without limitation, any trustee or successor trustee appointed or elected in the Bankruptcy Case.

This Bill of Sale, License Grant and Acquired IP Option shall be governed by and construed and enforced in accordance with the laws of California.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale, License Grant and Acquired IP Option to be executed as of the ____ day of November, 2017.

Uni-Pixel, Inc.
a Delaware corporation

By: 
Name: Jeff Hawthorne
Its: Principal Executive Officer

Uni-Pixel Displays, Inc.
a Texas corporation

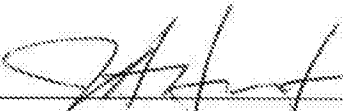
By: 
Name: Jeff Hawthorne
Its: Principal Executive Officer

Exhibit "3.3.2"

**AMENDED AND RESTATED ASSIGNMENT OF INTANGIBLE PROPERTY
UPON EXERCISE OF ACQUIRED IP OPTION**

[to be delivered in connection with the exercise of the Acquired IP Option]

Uni-Pixel, Inc. ("Uni-Pixel"), a Delaware Corporation and debtor and debtor-in-possession under Case No. 17-52100 in the United States Bankruptcy Court for the Northern District of California – San Jose Division (the "Bankruptcy Court") and Uni-Pixel Displays, Inc., a Texas Corporation and debtor and debtor-in-possession under Case No. 17-52101 in the Bankruptcy Court ("Displays," and together with Uni-Pixel as debtors-in-possession, collectively, the "Assignor") is executing this Assignment of Intangible Property (the "Assignment") in favor of Future Tech Capital, LLC, a California limited liability company (or any wholly owned subsidiary of Buyer, the "Assignee"), with respect to the following facts and circumstances:

(A) Assignor and Assignee have heretofore entered into that certain Asset Purchase Agreement dated September 29, 2017 (as amended, the "Agreement"), by and between Assignor and Assignee. Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Agreement.

(B) Concurrently with the execution and delivery of this Assignment, Assignor and Assignee are consummating the transactions contemplated by the Agreement. In the event that Assignee is permitted to exercise the Acquired IP Option, Assignor is required to execute and deliver this Assignment to effect, and to consummate, the Acquired IP Option and to transfer, assign and convey the Acquired IP to Assignee.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which Assignor hereby expressly acknowledges, to the extent of its respective interests therein, each entity comprising Assignor hereby, upon and concurrent with the exercise of the Acquired IP Option, assigns, conveys, transfers and sets over unto Assignee, all of Assignor's right, title and interest, if any, in and to all Acquired IP, including, but not limited to, its right, title and interest, if any, in and to the Acquired IP identified on Schedule 1 attached to the Agreement and incorporated herein by this reference. This Assignment, upon its execution and delivery, shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignor and Assignee.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering, upon exercise of the Acquired IP Option, this Assignment in accordance with and subject to all of the terms and provisions of the Agreement (including, without limitation, the exclusions set forth in Section 1.2 of the Agreement, and the acknowledgement and disclaimer set forth in Section 7 of the Agreement). Seller covenants that, from time to time after delivery of this Assignment, at Buyer's request and expense, and without further consideration, Seller will execute and deliver such instruments of conveyance and transfer and take such other actions as

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Buyer may reasonably request in order to more effectively sell, transfer, assign, deliver and vest in Buyer title to and possession of the Acquired IP, and any and all other rights and interests pertaining thereto.

This Assignment will inure to the benefit of Buyer, its successors, assigns, grantees, administrators, receivers and trustees, and will be binding upon Seller, its estate, creditors, direct and indirect equity holders, all parties-in-interest, affiliates, successors, assigns, grantees, any affected third parties, administrators, receivers and trustees, including, without limitation, any trustee or successor trustee appointed or elected in the Bankruptcy Case.

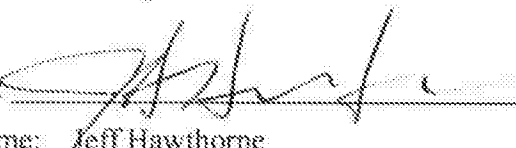
In the event that Assignor or Assignee brings an action or other proceeding to enforce or interpret the terms and provisions of this Assignment, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

This Assignment shall be governed by and construed and enforced in accordance with the laws of California.

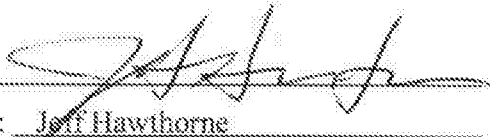
IN WITNESS WHEREOF, Assignor has executed this Assignment as of ____ day of November, 2017.

ASSIGNOR:

Uni-Pixel, Inc.
a Delaware corporation

By: 
Name: Jeff Hawthorne
Its: Principal Executive Officer

Uni-Pixel Displays, Inc.
a Texas corporation

By: 
Name: Jeff Hawthorne
Its: Principal Executive Officer

DIAMOND GUARD PATENTS

FILING DATE	CTRY CODE	APP. SER. NO.	PUB NO.	TITLE	FIRST NAMED INVENTOR
06/12/12	PCT	PCT/US12/42050	WO/2013/062630	Flexible scratch resistance film for display devices	Petcavich
06/12/12	US	14/354,507	2014-0349130	Flexible scratch resistance film for display devices	Petcavich
06/12/12	JP	2014-938781		Flexible scratch resistance film for display devices	Petcavich
06/12/12	KR	10-2014-7013917		Flexible scratch resistance film for display devices	Petcavich
06/12/12	CN	201280058274.5		Flexible scratch resistance film for display devices	Petcavich
06/18/12	TW	101121704		Flexible scratch resistance film for display devices	Petcavich
10/24/12	PCT	PCT/US12/61602	WO/2013/063051	Scratch resistant touch sensor	Petcavich
10/24/12	TW	101139207		Scratch resistant touch sensor	Petcavich
10/24/12	CN	201280058273.00		Scratch resistant touch sensor	Petcavich
10/24/12	KR	10-2014-7013921		Scratch resistant touch sensor	Petcavich
10/24/12	JP	2014-538909		Scratch resistant touch sensor	Petcavich
10/24/12	GB	1407914.9		Scratch resistant touch sensor	Petcavich
04/23/14	US	14/054,526	2014-0327452	Scratch resistant touch sensor	Petcavich
05/12/14	US	14/275,509		Multi-layer scratch resistance film	?
05/12/15	PCT	PCT/US15/30308		Multi-layer scratch resistance film	?
06/01/15	PCT	PCT/US15/33619		Radiation-curable hard-coat composition	Shi
06/01/15	US	14/727,789		Radiation-curable hard-coat composition	Shi
06/01/15	PCT	PCT/US15/33623		Radiation-curable optically clear coating composition for touch sensors	Jim
06/01/15	US	14/727,818		Radiation-curable optically clear coating composition for touch sensors	Jim
06/01/15	PCT	PCT/US15/33631		Multi-station flexographic printing system for patterned coating deposition	Jim
06/01/15	US	14/727,843		Multi-station flexographic printing system for patterned coating deposition	Jim
06/12/12	GB	1407916.4		Flexible scratch resistance film for display devices	Petcavich