

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5180800

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAMIAN G ALLIS	05/05/2017
JEREMY BARTON	05/05/2017
MICHAEL DREW	05/05/2017
ARU HILL	05/05/2017
MATTHEW ROBERT KENNEDY	05/05/2017
TAIT TAKATANI	05/05/2017
MICHAEL MARSHALL	05/05/2017
ROBERT A. FREITAS JR.	11/29/2016
RALPH C. MERKLE	11/29/2016
RECEIVING PARTY DATA	
Name:	NANOFACTORY CORPORATION
Street Address:	20360 CLIFDEN WAY
City:	CUPERTINO
State/Country:	CALIFORNIA
Postal Code:	95014
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15588494
Application Number:	15806201
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:	6034481922
Email:	jsemprebon@nfcbn.com
Correspondent Name:	JEFFREY SEMPREBON
Address Line 1:	31 BANK ST.
Address Line 4:	LEBANON, NEW HAMPSHIRE 03766
ATTORNEY DOCKET NUMBER:	NANO-002.PCT1.CIP2

NAME OF SUBMITTER:	JEFFREY E. SEMPREBON
SIGNATURE:	/Jeffrey E. Semprebon/
DATE SIGNED:	10/10/2018
Total Attachments: 20 source=N-2-PCT1-CIP2_Allis_Signed_RCM#page1.tif source=N-2-PCT1-CIP2_Allis_Signed_RCM#page2.tif source=N-2-PCT1-CIP2_Barton_signed_RCM#page1.tif source=N-2-PCT1-CIP2_Barton_signed_RCM#page2.tif source=N-2-PCT1-CIP2_Drew_signed_RCM#page1.tif source=N-2-PCT1-CIP2_Drew_signed_RCM#page2.tif source=N-2-PCT1-CIP2_Hill_Signed_RCM#page1.tif source=N-2-PCT1-CIP2_Hill_Signed_RCM#page2.tif source=N-2-PCT1-CIP2_Kennedy_Signed_RCM#page1.tif source=N-2-PCT1-CIP2_Kennedy_Signed_RCM#page2.tif source=N-2-PCT1-CIP2_Marshall_Signed_RCM#page1.tif source=N-2-PCT1-CIP2_Marshall_Signed_RCM#page2.tif source=N-2-PCT1-CIP2_Marshall_Signed_RCM#page3.tif source=N-2-PCT1-CIP2_Takatani_Signed_RCM#page1.tif source=N-2-PCT1-CIP2_Takatani_Signed_RCM#page2.tif source=assignment-pat-41532-157#page1.tif source=assignment-pat-41532-157#page2.tif source=assignment-pat-41532-157#page3.tif source=assignment-pat-41532-157#page4.tif source=assignment-pat-41532-157#page5.tif	

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), made and entered into this 5th day of May, 2017 (the "Effective Date"), is by and between Damian Allis, an individual residing in New York ("Assignor") and Nanofactory Corporation, a corporation organized under the laws of Delaware ("Assignee"). Assignor and Assignee are also referred to in this Agreement each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the inventor or co-inventor of the invention (the "Invention") as described and claimed in the United States patent application 15588494;

WHEREAS, Assignor and Assignee have entered in a Proprietary Information and Inventions Agreement (the "Inventions Agreement"), the terms of which are incorporated herein by reference, which provides that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Invention as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Inventions Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ASSIGNMENT

1. Assignor hereby transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Invention, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for said Inventions and Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, copyrights and designs which may hereafter be filed for said Inventions or Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, copyrights and designs which may be granted for said Patent in any country or countries and all extensions, renewals and reissues thereof.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.
3. Assignor agrees that, whenever reasonably requested by Assignee and at Assignee's expense, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining patents for the Inventions in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the Inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
6. All of the rights, title and interest in and to the Invention sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

ASSIGNOR:

By: 
Damian Allis

ASSIGNEE:

Nanofactory Corporation

By: 
Ralph C. Merkle
President

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), made and entered into this 5th day of May, 2017 (the "Effective Date"), is by and between Jeremy Barton, an individual residing in California ("Assignor") and Nanofactory Corporation, a corporation organized under the laws of Delaware ("Assignee"). Assignor and Assignee are also referred to in this Agreement each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the inventor or co-inventor of the invention (the "Invention") as described and claimed in the United States patent application 15588494;

WHEREAS, Assignor and Assignee have entered in a Proprietary Information and Inventions Agreement (the "Inventions Agreement"), the terms of which are incorporated herein by reference, which provides that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Invention as specified in this Agreement;

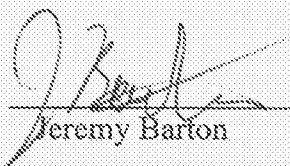
NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Inventions Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ASSIGNMENT

1. Assignor hereby transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Invention, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for said Inventions and Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, copyrights and designs which may hereafter be filed for said Inventions or Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, copyrights and designs which may be granted for said Patent in any country or countries and all extensions, renewals and reissues thereof.


2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.
3. Assignor agrees that, whenever reasonably requested by Assignee and at Assignee's expense, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining patents for the Inventions in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the Inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
6. All of the rights, title and interest in and to the Invention sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

ASSIGNOR:

By: 
Jeremy Barton

ASSIGNEE:

Nanofactory Corporation

By: 
Ralph C. Merkle
President

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), made and entered into this 5th day of May, 2017 (the "Effective Date"), is by and between Michael Drew, an individual residing in California ("Assignor") and Nanofactory Corporation, a corporation organized under the laws of Delaware ("Assignee"). Assignor and Assignee are also referred to in this Agreement each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the inventor or co-inventor of the invention (the "Invention") as described and claimed in the United States patent application 15588494;

WHEREAS, Assignor and Assignee have entered in a Proprietary Information and Inventions Agreement (the "Inventions Agreement"), the terms of which are incorporated herein by reference, which provides that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Invention as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Inventions Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ASSIGNMENT

1. Assignor hereby transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Invention, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for said Inventions and Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, copyrights and designs which may hereafter be filed for said Inventions or Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, copyrights and designs which may be granted for said Patent in any country or countries and all extensions, renewals and reissues thereof.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.
3. Assignor agrees that, whenever reasonably requested by Assignee and at Assignee's expense, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining patents for the Inventions in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the Inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
6. All of the rights, title and interest in and to the Invention sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

ASSIGNOR:

By: Michael Drew
Michael Drew

ASSIGNEE:

Nanofactory Corporation

By: Ralph C. Merkle
Ralph C. Merkle
President

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), made and entered into this 5th day of May, 2017 (the "Effective Date"), is by and between Aru Hill, an individual residing in California ("Assignor") and Nanofactory Corporation, a corporation organized under the laws of Delaware ("Assignee"). Assignor and Assignee are also referred to in this Agreement each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the inventor or co-inventor of the invention (the "Invention") as described and claimed in the United States patent application 15588494;

WHEREAS, Assignor and Assignee have entered in a Proprietary Information and Inventions Agreement (the "Inventions Agreement"), the terms of which are incorporated herein by reference, which provides that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Invention as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Inventions Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ASSIGNMENT

1. Assignor hereby transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Invention, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for said Inventions and Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, copyrights and designs which may hereafter be filed for said Inventions or Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, copyrights and designs which may be granted for said Patent in any country or countries and all extensions, renewals and reissues thereof.

Docket No. : NANO-002.PCT1.CIP2
Patent App. No.: 15588494
Inventor : Aru Hill
Page : Page 2 of 2

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.
3. Assignor agrees that, whenever reasonably requested by Assignee and at Assignee's expense, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining patents for the Inventions in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the Inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
6. All of the rights, title and interest in and to the Invention sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

ASSIGNOR:

By: 
Aru Hill

ASSIGNEE:

Nanofactory Corporation

By: 
Ralph C. Merkle
President

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), made and entered into this 5th day of May, 2017 (the "Effective Date"), is by and between Matthew Kennedy, an individual residing in Georgia ("Assignor") and Nanofactory Corporation, a corporation organized under the laws of Delaware ("Assignee"). Assignor and Assignee are also referred to in this Agreement each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the inventor or co-inventor of the invention (the "Invention") as described and claimed in the United States patent application 15588494;

WHEREAS, Assignor and Assignee have entered in a Proprietary Information and Inventions Agreement (the "Inventions Agreement"), the terms of which are incorporated herein by reference, which provides that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Invention as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Inventions Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ASSIGNMENT

1. Assignor hereby transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Invention, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for said Inventions and Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, copyrights and designs which may hereafter be filed for said Inventions or Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, copyrights and designs which may be granted for said Patent in any country or countries and all extensions, renewals and reissues thereof.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.
3. Assignor agrees that, whenever reasonably requested by Assignee and at Assignee's expense, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining patents for the Inventions in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the Inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
6. All of the rights, title and interest in and to the Invention sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

ASSIGNOR:

By: Matthew Kennedy
Matthew Kennedy

ASSIGNEE:

Nanofactory Corporation

By: Ralph C. Merkle
Ralph C. Merkle
President

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), made and entered into this 5th day of May, 2017 (the "Effective Date"), is by and between Michael Shawn Marshall, an individual residing in Georgia ("Assignor") and Nanofactory Corporation, a corporation organized under the laws of Delaware ("Assignee"). Assignor and Assignee are also referred to in this Agreement each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the inventor or co-inventor of the invention (the "Invention") as described and claimed in the United States patent application 15588494;

WHEREAS, Assignor and Assignee have entered in a Proprietary Information and Inventions Agreement (the "Inventions Agreement"), the terms of which are incorporated herein by reference, which provides that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Invention as specified in this Agreement;

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5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
6. All of the rights, title and interest in and to the Invention sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

ASSIGNOR:

By: _____
Michael Shawn Marshall


ASSIGNEE:

Nanofactory Corporation

By: _____
Ralph C. Merkle
President


2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.
3. Assignor agrees that, whenever reasonably requested by Assignee and at Assignee's expense, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining patents for the Inventions in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the Inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
6. All of the rights, title and interest in and to the Invention sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

ASSIGNOR:

By: 
Michael Shawn Marshall

ASSIGNEE:

Nanofactory Corporation

By: 
Ralph C. Merkle
President

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), made and entered into this 5th day of May, 2017 (the "Effective Date"), is by and between Tait Takatani, an individual residing in Nevada ("Assignor") and Nanofactory Corporation, a corporation organized under the laws of Delaware ("Assignee"). Assignor and Assignee are also referred to in this Agreement each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the inventor or co-inventor of the invention (the "Invention") as described and claimed in the United States patent application 15588494;

WHEREAS, Assignor and Assignee have entered in a Proprietary Information and Inventions Agreement (the "Inventions Agreement"), the terms of which are incorporated herein by reference, which provides that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Invention as specified in this Agreement;

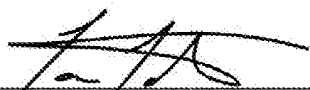
NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Inventions Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ASSIGNMENT

1. Assignor hereby transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Invention, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for said Inventions and Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, copyrights and designs which may hereafter be filed for said Inventions or Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, copyrights and designs which may be granted for said Patent in any country or countries and all extensions, renewals and reissues thereof.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.
3. Assignor agrees that, whenever reasonably requested by Assignee and at Assignee's expense, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining patents for the Inventions in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the Inventions, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
6. All of the rights, title and interest in and to the Invention sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

ASSIGNOR:

By: 
Tait Takatani

ASSIGNEE:

Nanofactory Corporation

By: 
Ralph C. Merkle
President

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4312235

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROBERT A. FREITAS JR	11/29/2016
RALPH C. MERKLE	11/29/2016
RECEIVING PARTY DATA	
Name:	NANOFACTORY CORPORATION
Street Address:	20360 CLIFDEN WAY
City:	CUPERTINO
State/Country:	CALIFORNIA
Postal Code:	95014
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14712506
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:	6509187714
Email:	benedict@nanofactory.com
Correspondent Name:	BENEDICT O'MAHONEY
Address Line 1:	742 WIDGEON STREET
Address Line 4:	FOSTER CITY, CALIFORNIA 94404
NAME OF SUBMITTER:	P.J. BENEDICT O'MAHONEY
SIGNATURE:	/PJ Benedict O'Mahoney#66494/
DATE SIGNED:	03/09/2017
Total Attachments: 4	
source=NANO-002-PCT1-CIP1_combined_signed#page1.tif	
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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), made and entered into this 29th day of November, 2016 (the "Effective Date"), is by and between Robert A. Freitas Jr., an individual residing in California ("Assignor") and Nanofactory Corporation, a corporation organized under the laws of Delaware ("Assignee"). Assignor and Assignee are also referred to in this Agreement each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the inventor or co-inventor of the invention (the "Invention") as described and claimed in the United States patent application 14712506;

WHEREAS, Assignor and Assignee have entered in a Proprietary Information and Inventions Agreement (the "Inventions Agreement"), the terms of which are incorporated herein by reference, which provides that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Invention as specified in this Agreement;

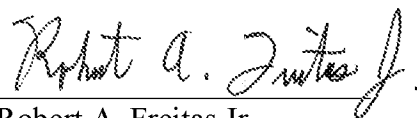
NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Inventions Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ASSIGNMENT

1. Assignor hereby transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Invention, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions therefor and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof; and all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for said Inventions and Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, copyrights and designs which may hereafter be filed for said Inventions or Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates, copyrights and designs which may be granted for said Patent in any country or countries and all extensions, renewals and reissues thereof.


2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.
3. Assignor agrees that, whenever reasonably requested by Assignee and at Assignee's expense, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining patents for the Inventions in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
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5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
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ASSIGNOR:

By: 
Robert A. Freitas Jr.

ASSIGNEE:

Nanofactory Corporation

By: 
Ralph C. Merkle
President

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement"), made and entered into this 29th day of November, 2016 (the "Effective Date"), is by and between Ralph C. Merkle, an individual residing in California ("Assignor") and Nanofactory Corporation, a corporation organized under the laws of Delaware ("Assignee"). Assignor and Assignee are also referred to in this Agreement each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the inventor or co-inventor of the invention (the "Invention") as described and claimed in the United States patent application 14712506;

WHEREAS, Assignor and Assignee have entered in a Proprietary Information and Inventions Agreement (the "Inventions Agreement"), the terms of which are incorporated herein by reference, which provides that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Invention as specified in this Agreement;

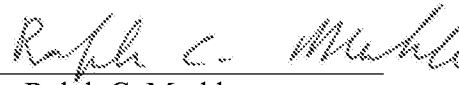
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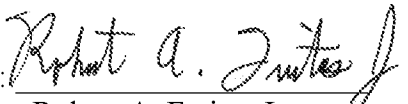
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ASSIGNOR:

By: 
Ralph C. Merkle

ASSIGNEE:

Nanofactory Corporation

By: 
Robert A. Freitas Jr.
Secretary