

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5313427

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GROUP HOLDINGS, LLC	01/01/2019
RECEIVING PARTY DATA		
Name:	CLEAN SURFACE TECHNOLOGIES, LLC	
Street Address:	209 SANDBAR ROAD	
City:	WINDHAM	
State/Country:	MAINE	
Postal Code:	04062	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14824960
CORRESPONDENCE DATA		
Fax Number:	(207)773-3210	
<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:	207-828-8000	
Email:	HCP@MARCUSCLEGG.COM	
Correspondent Name:	GEORGE J. MARCUS	
Address Line 1:	ONE CANAL PLAZA	
Address Line 2:	SUITE 600	
Address Line 4:	PORTLAND, MAINE 04101	
NAME OF SUBMITTER:	GEORGE J. MARCUS	
SIGNATURE:	/s/ George J. Marcus	
DATE SIGNED:	01/08/2019	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5		
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ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS (this "Assignment") is made this 1 day of ^{January 2019} ~~December, 2018~~, among Group Holdings, LLC, a South Dakota limited liability company with its principal place of business at 2522 W. 41st Street, Suite 365, Sioux Falls, SD 57195 ("Assignor") and Clean Surface Technologies, LLC, a Delaware limited liability company with its principal place of business at 209 Sandbar Road, Windham, Maine 04062 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of the patents and patent applications set forth on Schedule 1 hereto, together with any and all claims for damages by way of past, present, and future infringements of any of the rights included above, with the right to sue for and collect such damages for said use or infringement of the intellectual property rights identified above, (all of the foregoing, the "Assigned Patents");

WHEREAS, Assignor wishes to transfer and assign the Assigned Patents to Assignee, in consideration of the issuance to Assignor of membership interests in the Assignee;

WHEREAS, Assignee has requested an instrument of assignment in recordable form evidencing the transfer of the Assigned Patents; and

WHEREAS, Assignor is willing to deliver an instrument for purposes of assigning and recording the transfer of all of its interest in the Assigned Patents to Assignee with the patent offices, agencies and registrars in all applicable jurisdictions world-wide, including any applicable foreign patent office.

NOW THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Assigned Patents by Assignor. Assignor hereby assigns to Assignee any and all of the rights of Assignor in, to, and under the Assigned Patents, throughout the world, on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis. Assignor represents and warrants that it is the sole owner of the Assigned Patents; that they are transferred and assigned hereby free and clear of all liens and defenses, and that it will warrant and defend title to the Assigned Patents.
2. Further Assurances. From time to time after the date hereof, upon Assignee's reasonable request, Assignor agrees to execute all documents and other instruments reasonably necessary to fully vest and perfect in Assignee all of Assignor's or such Investor's respective right, title and interest in and to the Assigned Patents, including but not limited to assignments, powers of attorney, or other instruments in recordable form as are necessary to make effective the transfers herein made and to have such transfers recorded with the applicable patent registry offices.

3. Binding Effect; Assignment. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.
4. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO THE PROVISIONS THEREOF REGARDING CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF OTHER JURISDICTIONS.
5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR: GROUP HOLDINGS, LLC

By: 

Name: JUSTIN BALLAMP

Title: MANAGER

ASSIGNEE: CLEAN SURFACE TECHNOLOGIES, LLC

By: 

Name: Kevin B. Dean

Title: Manager

STATE OF Maine)
 :
COUNTY OF Cumberland) SS.:

On this 7 day of ^{January 2019}~~December~~, 2018, before me personally appeared Justin Ballard, known to me, who being duly sworn, did depose and say that the foregoing Assignment was made for purposes and considerations so stated, and that he was authorized to act on behalf of Assignor, in entering into such Assignment.

Kathryn R. Porter

Notary Public:
My commission expires:

KATHRYN R. PORTER
Notary Public, State of Maine
My Commission Expires August 8, 2024

STATE OF Maine)
 :
COUNTY OF Cumberland) SS.:

On this 7 day of ^{January 2019}~~December~~, 2018, before me personally appeared Kevin Dean, known to me, who being duly sworn, did depose and say that the foregoing Assignment was made for purposes and considerations so stated, and that he was authorized to act on behalf of Assignee, in entering into such Assignment.

Kathryn R. Porter

Notary Public:
My commission expires:

KATHRYN R. PORTER
Notary Public, State of Maine
My Commission Expires August 8, 2024

SCHEDULE 1

ASSIGNED PATENTS

<u>Description</u>	<u>Grantor</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Coated Proppants And Nanites and Methods of Making And Use Of Coated Proppants and Nanites		14/824960	08/12/2015