

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5338424

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	WINTEK CORPORATION	06/01/2017
RECEIVING PARTY DATA		
Name:	WINTEK INDUSTRIAL SYSTEMS, INC.	
Street Address:	7 MIDDLEBURY BLVD	
Internal Address:	STE2	
City:	RANDOLPH	
State/Country:	NEW JERSEY	
Postal Code:	07869	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8734570
CORRESPONDENCE DATA		
Fax Number:	(973)252-8213	
<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:	(973) 252-8200	
Email:	michael@wintek-corp.com	
Correspondent Name:	MICHAEL CICALESSE	
Address Line 1:	7 MIDDLEBURY BLVD, STE2	
Address Line 4:	RANDOLPH, NEW JERSEY 07869	
NAME OF SUBMITTER:	MICHAEL A CICALESSE	
SIGNATURE:	/Michael A. Cicalese/	
DATE SIGNED:	01/23/2019	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4		
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BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale") is made and entered into as of June 1, 2017 (the "Effective Date"), by and between **WINTEK CORPORATION**, a New Jersey corporation ("Seller"), and **WINTEK INDUSTRIAL SYSTEMS, INC.**, a New Jersey corporation ("Buyer"), and evidences the sale, conveyance, and transfer of all of the Seller's right, title and interest in and to the Purchased Assets.

RECITALS:

WHEREAS, Buyer, Seller, Paul Winter and Gloria Winter are parties to that certain Asset Purchase Agreement (the "Agreement") dated May 19, 2017;

WHEREAS, the Agreement provides for, among other things, the transfer from Seller to Buyer of the Purchased Assets as more particularly described in the Agreement; and

WHEREAS, the Agreement provides for, among other things, the assumption by Buyer from Seller of the Contracts and the Assumed Liabilities; and

WHEREAS, Seller and Buyer are closing the transaction set forth in the Agreement effective as of the Effective Date.

NOW, THEREFORE, for and in consideration of the above recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties hereby agree as follows:

1. All capitalized terms used in this Bill of Sale and not otherwise defined in this Bill of Sale shall have the meanings set forth for those terms in the Agreement.

2. As of the Effective Date, and subject to the terms and conditions of the Agreement, Seller hereby grants, conveys, assigns, transfers, sells and delivers to Buyer all of Seller's rights, title and interest in and to the Purchased Assets, to have and to hold, together with all the rights thereto belonging to Seller, free and clear of all liens, security interests, restrictions and encumbrances whatsoever, except for any Assumed Liabilities, and Seller does hereby bind itself, its successors and assigns, to forever warrant and defend the title to the Purchased Assets unto Buyer, its successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the matters herein set forth.

3. Seller hereby conveys, sells, transfers, assigns and delivers to Buyer all of Buyer's right, title, and interest in and to the Contracts and the Assumed Liabilities. Seller shall indemnify, defend and hold harmless Buyer from and against any and all claims, demands, actions, proceedings, costs and expenses (including, without limitation, reasonable attorneys' fees, expenses and court costs, if any), losses, damages, obligations, charges, liabilities, penalties, orders and judgments that may be imposed upon, incurred by or asserted against Buyer by reason of any failure by Seller to perform any of the terms, covenants, conditions and

agreements under the Contracts and the Assumed Liabilities prior to the Effective Date, except as otherwise set forth in the Agreement.

4. Buyer hereby assumes and agrees to perform and observe all of the terms, covenants, conditions and agreements of Seller under the Contracts and Assumed Liabilities with respect to all matters first arising or accruing on or after the Effective Date, and Buyer shall indemnify, defend and hold harmless Seller from and against any and all claims, demands, actions, proceedings, costs and expenses (including, without limitation, reasonable attorneys' fees, expenses and court costs, if any), losses, damages, obligations, charges, liabilities, penalties, orders and judgments that may be imposed upon, incurred by or asserted against Seller by reason of any failure by Buyer to perform any of the aforesaid terms, covenants, conditions and agreements under the Contracts and Assumed Liabilities on and after the Effective Date.

5. Nothing in this Bill of Sale is intended to modify, amend, or alter in any respect the rights and obligations of the parties under the Agreement, which will remain in full force and effect, notwithstanding the execution and delivery of this Bill of Sale.

6. Seller and Buyer agree to take and cause to be taken such further action and to execute, deliver, and file or cause to be executed, delivered and filed, such further documents and instruments, and to obtain such further consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of this Bill of Sale, subject to the terms and conditions of the Agreement, including, without limitation the execution of a Patent Assignment in the form attached as Exhibit A hereto.

7. This Bill of Sale is binding upon and shall inure to the benefit of the Parties, and their respective successors and permitted assigns. Except for the Parties, a successor in interest, or assignee of a Party, no other person or entity is, or shall be entitled to bring any action to enforce any provision of this Bill of Sale against any of the Parties.

8. If there is a conflict between the terms of this Bill of Sale and the Agreement, the terms of the Agreement shall control.

9. This Bill of Sale shall be governed and construed in accordance with the internal laws of the State of New Jersey without regard to principles of choice of law or conflicts of law which would direct the application of laws of a different jurisdiction. Any legal suit, action or proceeding arising out of or based on this Bill of Sale shall be commenced and adjudicated in the state or federal courts situate in the State of New Jersey and the Parties irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

10. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Bill of Sale. Signatures obtained by facsimile, PDF or other means of electronic transmission shall constitute effective execution and delivery of this Bill of Sale and shall be deemed original signatures for all purposes.

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IN WITNESS WHEREOF, the Parties have executed this Bill of Sale as of the Effective Date.

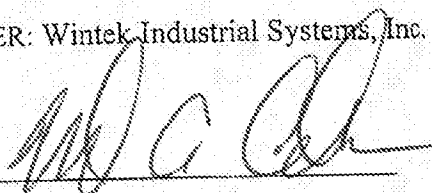
SELLER: Wintek Corporation

By: 

Name: Paul Winter

Title: President

BUYER: Wintek Industrial Systems, Inc.

By: 

Name: Michael Cicalese

Title: President

Signature Page to Bill of Sale