

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	DISPUTED VALIDITY OF ASSIGNMENT FILED 02/01/2018
RESUBMIT DOCUMENT ID:	505150022
CONVEYING PARTY DATA	
Name	Execution Date
CLIFFTON LEE ROE	04/06/2018
RECEIVING PARTY DATA	
Name:	CLIFFTON LEE ROE
Street Address:	38020 HAZEL STREET
City:	HARRISON TOWNSHIP
State/Country:	MICHIGAN
Postal Code:	48045-3559
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15653144
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ATTORNEY DOCKET NUMBER:	RCL-104-P-A
NAME OF SUBMITTER:	JOSEPH P. CARRIER
SIGNATURE:	/Joseph P. Carrier/
DATE SIGNED:	11/30/2018
Total Attachments: 9	
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Attorney Docket No.: RCL-104-P-A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Clifton Lee Roe Inventor: Clifton Lee Roe

Serial Number: 15/653,144 U.S. Filing Date: July 18, 2017

Group Art Unit: 3763 Examiner: Walter D. Griffin

Confirmation Number: 3658

Title: **System And Method For Generating Stabilized, Gas Infused Liquids
Containing High And Ultra-High Concentrations Of Infused Gas,
And Methods Using The Stabilized, Gas Infused Liquids**

DECLARATION OF CLIFTON LEE ROE

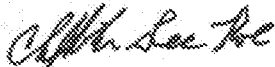
I, Clifton Lee Roe do hereby depose and state as follows:

1. I am the sole inventor and applicant of the above referenced patent application.
2. I have not hereby assigned the present application or the invention(s) disclosed and claimed in the subject application to Nano Gas Technologies, Inc. (hereinafter "Nano Gas")
3. Although Nano Gas recorded a document with the US PTO 02/01/2018 as an alleged "assignment" under Reel/Frame 045226/0937 in the subject application as the sole basis supporting a Power of Attorney (POA) of 3/28/2018 which Nano Gas submitted in the subject application, I hereby disagree and dispute that the recorded papers constitute a valid assignment concerning the present application or my invention(s) disclosed therein.
4. The document which Nano Gas recorded as an alleged "assignment" under Reel/Frame 045226/0937 was signed years before priority date for the present application, whereas I am not and have never been an employee of Nano Gas, and terminated my relationship with Nano Gas long before I filed the present application.

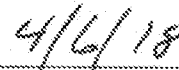
5. Further, the recorded papers do not otherwise identify the serial number or title of present application as required by 37 CFR 3.21 and MPEP 302.03.

6. I have not authorized and do not authorize the Power of Attorney dated 23 March 2018 submitted in the subject application by Nano Gas. Rather, I, hereby affirmatively states that he desires for the Law Firm of Carrier, Blackman & Associates, P.C., Customer No. 21828, and the attorneys associated with Customer No. 21828 to retain the Power of Attorney for the subject application.

I hereby declare that all statements made herein on my own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.



Clifton Lee Roe



Date

RCL-104-P-A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor(s): Cliffon L. ROE Serial Number: 15/653,144
Filing Date: 18 July 2017 Group Art Unit: 3763
Examiner: Walter D. Griffin Confirmation No.: 3658
Title: System And Method For Generating Stabilized, Gas Infused Liquids
 Containing High And Ultra-High Concentrations Of Infused Gas, And
 Methods Using The Stabilized, Gas Infused Liquids

NOTICE OF INVENTOR'S DISAGREEMENT / DISPUTE THAT DOCUMENT
RECORDED BY THIRD PARTY (NANO GAS TECHNOLOGIES, INC.) CONSTITUTES
A VALID ASSIGNMENT OF INVENTION / APPLICATION

Commissioner For Patents
PO Box 1450
Alexandria, VA 22313-1450

Sir:

In relation to the subject patent application, and particularly regarding papers recorded 02/01/2018 as an alleged assignment under Reel/Frame 045226/0937 in the subject application by Nano Gas Technologies, Inc., the applicant/inventor, Cliffon L. ROE, hereby disagrees and disputes that the recorded papers constitute a valid assignment of the present application or the invention(s) disclosed and claimed in the subject application. The applicant/inventor, Cliffon L. ROE, hereby affirmatively asserts that he has not assigned the present application or the invention(s) disclosed and claimed in the subject application to Nano Gas Technologies, Inc. Further, Mr. Roe submits that: the papers that have been recorded were signed years before priority date for the present application; Mr. Roe is not and has never been an employee of Nano Gas Technologies, Inc., the recorded papers do not otherwise identify the serial number or title of present application as required by 37 CFR 3.21 and MPEP 302.03.

Moreover, the applicant/inventor, Cliffon L. ROE, hereby affirmatively states that he has not authorized and does not authorize the Power of Attorney dated 23 March 2018 submitted in the subject application by Nano Gas Technologies, Inc. Rather, the applicant/inventor, Cliffon L.

ROE, hereby affirmatively states that he desires for the Law Firm of Carrier, Blackman & Associates, P.C., Customer No. 21828, and the attorneys associated with Customer No. 21828 to retain the Power of Attorney for the subject Application.

Favorable consideration is respectfully requested.

Respectfully submitted,



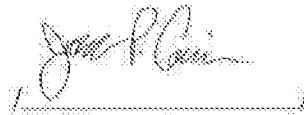
Customer No. 21828

Carrier, Blackman & Associates, P.C.
22960 Venture Drive -- Suite 100
Novi, Michigan 48375
April 6, 2018

Joseph P. Carrier
Attorney for Applicant
Registration No. 31,748
(248) 344-4422

CERTIFICATE OF ELECTRONIC TRANSMISSION

I hereby certify that this correspondence is being transmitted, via the U.S. Patent and Trademark Office (USPTO) electronic filing system (EFS-Web), to the USPTO, on April 6, 2018



JPC/ms

COLLABORATION AND NON-COMPETE AGREEMENT

This Collaboration and Non-Compete Agreement (this "Agreement") is made effective as of February 16, 2013, by and between Nano Gas Technologies, Inc. ("Nano Gas") of 655 Deerfield Rd., Suite 100-140, Deerfield, Illinois 60015, and Cliff Roe, of 38020 Hazel, Harrison Township, Michigan 48045 ("Cliff").

Whereas Cliff and Nano Gas are each interested in collaborating jointly with each other to commercialize technologies for dissolving or dispersing gasses into liquids as well as other technologies for environmental remediation and other applications as well as additional technologies which the parties may invent (collectively "Collaboration").

Whereas Nano Gas, through its founders, are a group of business and technology professionals (the "Team") skilled in collaborating to commercialize technology solutions including, but not limited to, solutions for dissolving gasses into liquids. The Team has identified opportunities in multiple industries both globally and in the U.S. These opportunities include, but are not limited to, treatment of waste water, environmental remediation, food, agriculture, pharmaceutical, and others. Each member of the team will contribute initial startup capital in the creation of Nano Gas.

Whereas Cliff has invented and tested new technologies including, without limitation, a core technology that dissolves or disperses gasses into liquids which stay dissolved or dispersed at standard temperature and pressure which would modify Henry's Law (the "Technology"). Henry's Law postulates that a maximum amount of a gas can be dissolved in a liquid and that this only changes with temperature changes and/or pressure changes. Nano Gas and an independent lab have confirmed that Cliff has dissolved or dispersed oxygen into water at 400% to 500% greater amounts than the maximum postulated by Henry's Law.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agrees as follows:

1. **INCLUSION OF THE ABOVE.** The above mentioned paragraphs are incorporated into this agreement.
2. **JOINING THE TEAM.** Cliff agrees to join the Team and shall contribute his intellectual property and know how relating, pertaining to or touching upon the Technology. This intellectual property embodied in the Technology includes, but is not limited to, technology for dissolving gasses into liquids, creating a machine for this purpose, and other devices for treating water, other applications and/or furthering the basic science. The Team will work together with respect to the possibility of sales, marketing, manufacturing, distribution, services, and capital funding for Nano Gas (a "Proposed Transaction") and in connection therewith will enter into confidential discussions, negotiations and/or agreements involving such Proposed Transaction (a "Business Purpose"). In order to pursue the Proposed Transaction, each Party as a Disclosing Party will be disclosing certain confidential information to the other Party a Receiving Party. The parties therefore recognize the need to maintain the confidentiality of such information from unauthorized use and disclosure, by or to any third party, without the prior written consent of Nano Gas.
3. **NONCOMPETE COVENANT.** For a period of the greater of:
 - a. six (6) months (Initial Term), or
 - b. while Cliff continues to receive a salary, and for four (4) months thereafter, whichever is longer;after the effective date of this Agreement, Cliff will not directly or indirectly engage in any business that competes with Nano Gas in the U.S. or worldwide. During the Initial Term, Nano Gas will make good faith efforts to raise capital needed to fund start up of the company, build demo machines, establish a laboratory for Cliff, and pay salaries.
4. **PAYMENT.** Nano Gas will pay an annual salary of at least \$125,000 payable on a monthly or more frequent

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basis on the sooner of; (i) when the company raises adequate capital, or (ii) one year following the creation of a working production machine. No other owner or employee of Nano Gas will receive compensation prior to Cliff. In addition, Cliff or another legal entity (such as a trust for his benefit) he designates shall receive 20% ownership interest in Nano Gas. This ownership percentage will be subject to dilution on a pro-rata basis with all other common owners. Finally, when Nano Gas offers health benefits to its employees, it will either provide those benefits for Cliff, or provide alternative compensation enabling Cliff to pay for health benefits from a family member's plan. *Cliff is eligible for salary increases as overall management salaries increase.* LB
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5. **DISABILITY.** Upon raising adequate capital, Nano Gas will provide benefits for all employees including disability insurance. Ownership in Nano Gas will not be impacted by disability. All or portions of this clause may be overridden by the Articles of Incorporation once they are signed by both parties.
6. **EMPLOYMENT AGREEMENT.** Cliff and Nano Gas may elect to create and sign an employment agreement. Should the parties execute such agreement; the employment agreement will control any items that don't agree with this agreement.
7. **BOARD SEAT.** Cliff will be granted an initial seat on the Board of Directors for Nano Gas and will continue to hold a seat as long as Nano Gas has two original owner representatives on its Board.
8. **USE OF FUNDING.** Nano Gas will use initial founder investment to cover out of pocket expenses and build an initial demo machine. Subsequently, Nano Gas will raise additional capital to support a laboratory for use by Cliff. The remaining capital will be used to pay salaries and other uses at the company discretion.
9. **MACHINE DESIGN.** As CTO, Cliff will be primarily responsible for machine design and will be consulted with in respect to any changes of the design of the machine.
10. **ASSIGNMENT.** Cliff shall be named as the inventor for any patents filed using his know how, designs, or inventions encompassed in the Technology. In exchange for the above consideration, Cliff hereby assigns all of his rights, title and interest in and to intellectual property relating in any way to the Technology to Nano Gas. Cliff shall execute any and all documents that counsel for the company requires to evidence and effectuate such assignment. In the event of a change in control, default, or dissolution of Nano Gas, Cliff or his designee, will receive a payment of \$100,000 per year for each year he has worked with Nano Gas on the Technology. In the event that this payment is not made, Cliff or his designee shall have the right to request or defer assignment of the intellectual property which he has developed. Such request shall not be unreasonably denied.
11. **TERMINATION.** Nano Gas may only terminate Cliff for cause. "Cause" in this agreement means:
 - a. an intentional act of fraud, embezzlement, theft or any other material violation of law that occurs during or in the course of Cliff's employment with Nano Gas;
 - b. intentional damage to Nano Gas assets;
 - c. intentional disclosure of Nano Gas's confidential information contrary to Nano Gas policies;
 - d. breach of Cliff's obligations under this agreement;
 - e. intentional engagement in any competitive activity which would constitute a breach of Cliff's duty of loyalty or of Cliff's obligations under this agreement;
 - f. intentional breach of any of Nano Gas's policies;
 - g. the willful and continued failure to substantially perform Cliff's duties for company (other than as a result of incapacity due to physical or mental illness); or,
 - h. willful conduct by Cliff that is demonstrably and materially injurious to company, monetarily or otherwise.

For purposes of this paragraph, and act, or a failure to act, shall not be deemed willful or intentional, as those terms are defined herein, unless it is done, or omitted to be done, by Cliff in bad faith or without a reasonable

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belief that Cliff's action or omission was in the best interest of company. Failure to meet performance standards or objectives, by itself, does not constitute "Cause". "Cause" also includes any of the above grounds for dismissal regardless of whether company learns of it before or after terminating Cliff's employment.

12. **CONFIDENTIALITY.** Cliff will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Cliff, or divulge, disclose, or communicate in any manner any information that is proprietary to Nano Gas or relates to the Technology. Cliff will protect such information and treat it as strictly confidential; and not disclose it to any third party without the written consent of the company. Nano Gas hereby consents to Cliff's pre-existing non-disclosure agreements with Galco Industrial Electronics, Inc. and Eaton Corporation covering machine and electronic design work for the Technology. The obligation of Cliff not to disclose confidential information shall continue for a period of 5 years after the effective date of this Agreement. Within 30 days after receiving a written request, Cliff will return to Nano Gas all records, notes, documentation and other items that were used, created, or controlled by Cliff relating in any way to the Technology.
13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. Future additions to this agreement are contemplated and must be approved in writing by Cliff and the board of directors.
14. **SEVERABILITY.** The parties have attempted to limit the non-compete and confidentiality provisions so that they apply only to the extent necessary to protect legitimate business and property interests of Nano Gas and each party agrees they are reasonable under the circumstances. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If however a court finds that any provision of this Agreement is invalid or unenforceable, as written but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced so as to be limited and enforceable. Both parties expressly acknowledge and agree that such provisions are intended by them to be binding and that but for such provisions they would not have engaged in the activities described in this Agreement.
15. **DISPUTE RESOLUTION.** Any dispute arising out of or relating to this Agreement, including its formation ("Dispute") shall be resolved by mediation and then arbitration in the following manner; provided, however, that injunctive relief may be sought in any court of competent jurisdiction with respect to Sections 2, 3, 8 and 9, which relief may be effective during the pendency of proceedings brought pursuant to this Section 12. The Party raising the Dispute shall initiate mediation by giving a notice to all other Parties to the dispute ("Dispute Notice") not later than twenty (20) days after the date of the Dispute arising; such Dispute Notice shall include a detailed written description of the Dispute and propose one (1) or more resolutions thereof. Not later than ten (10) days after receipt of a Dispute Notice, the Party receiving the Dispute Notice shall give a notice ("Response Notice") to the Party issuing the Dispute Notice; such Response Notice shall include a detailed response to the Dispute Notice and propose one (1) or more resolutions thereof. Not later than fifteen (15) days after the giving of a Response Notice, the representatives of the Parties shall meet to discuss the Dispute Notice and Response Notice, and shall use their good faith, reasonable and best efforts to resolve the Dispute not later than ten (10) days after such meeting commences, which resolution, if reached, shall be binding on the Parties to the Dispute (collectively, a "Mediated Resolution"). If a Mediated Resolution does not occur with respect to such Dispute within said ten (10) days (or such other period as may be agreed to by such Parties) then such Dispute shall be settled by arbitration in Chicago, Illinois by one (1) arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. All discovery and procedural questions shall be governed by the Federal Rules of Procedure and Evidence for the United States District Courts. The proceedings and decision of the arbitrator shall be final, non-appealable, binding and confidential, except as necessary for enforcement of the decision (an "Arbitral Award") which may include

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equitable, injunctive and/or monetary relief as well as any other remedy available at law or equity, which may be enforced in any court of competent jurisdiction. The fees of the arbitrator and the costs of arbitration, including the respective legal, accounting, expert and other fees and related expenses incurred by such Parties shall be borne by the Parties to the arbitration in such manner as shall be determined by the arbitrator in the Arbitral Award, whose determination shall also be final and binding on such Parties as to the fees and costs of the arbitration and as to those incurred in any enforcement proceedings in court to enforce the Arbitral Award.

16. **INJUNCTION.** It is agreed that if Cliff violates the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate Nano Gas; and Cliff specifically waives claiming any such response. Therefore, Nano Gas will be entitled to seek injunctive relief (i.e., a court order that requires Cliff to comply with this Agreement) to enforce the terms of this Agreement, without bond or notice, as notice of seeking such injunction could reasonably be expected to precipitate the actions sought to be enjoined.
17. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Illinois, without regard to its laws relating to conflicts of law.

Nano Gas Technologies, Inc.

Cliff Roe

By: Len Bland

Len Bland

CEO

Date: 3/21/13

By: Cliff Roe

Cliff Roe

Date: MARCH 21 / 2013

Acknowledged and Agreed

By: Roxanne Roe

Roxanne Roe

Date: ZB
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