

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5371783

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>SEQUENCE:</b>	5	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ORRVILON, INC.	07/01/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	TECNIUM, LLC	
<b>Street Address:</b>	8007 BAYSHORE DRIVE	
<b>City:</b>	MARGATE CITY	
<b>State/Country:</b>	NEW JERSEY	
<b>Postal Code:</b>	08042	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	16273522
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	2157359302	
<b>Email:</b>	uspto@thebellesgroup.com	
<b>Correspondent Name:</b>	THE BELLES GROUP, P.C.	
<b>Address Line 1:</b>	337 S. 18TH STREET	
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103	
<b>ATTORNEY DOCKET NUMBER:</b>	HOL-045-US-CON4	
<b>NAME OF SUBMITTER:</b>	MICHELE GREENBERG	
<b>SIGNATURE:</b>	/mg/	
<b>DATE SIGNED:</b>	02/12/2019	
<b>Total Attachments: 7</b>		
source=5. Assignment_Orrvilon_to_Tecnum#page1.tif		
source=5. Assignment_Orrvilon_to_Tecnum#page2.tif		
source=5. Assignment_Orrvilon_to_Tecnum#page3.tif		
source=5. Assignment_Orrvilon_to_Tecnum#page4.tif		
source=5. Assignment_Orrvilon_to_Tecnum#page5.tif		

source=5. Assignment\_Orrvilon\_to\_Tecnum#page6.tif

source=5. Assignment\_Orrvilon\_to\_Tecnum#page7.tif

## **PATENT PURCHASE AGREEMENT**

THIS PATENT PURCHASE AGREEMENT ("Agreement") is made this 1<sup>st</sup> day of July, 2016, by and between TECNIUM, LLC ("Buyer"), with its principal office at 8007 Bayshore Drive, Margate City, NJ 08042, and ORRVILON, INC. ("Seller"), with its principal office at 1400 Dairy Lane, Orrville, OH 44667.

### **BACKGROUND**

WHEREAS, Seller owns those patents listed on Schedule "A" attached hereto (the "Patents"); and

WHEREAS, Seller now desires to sell and Buyer desires to purchase all rights, title, and interest in the Patents owned by Seller which are listed on Schedule "A" attached hereto.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. **Purchase and Sale of the Patents.** Subject to the terms and conditions hereinafter set forth, Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller the Patents listed on Schedule "A" attached hereto and any other Related Patents (collectively, "the Purchased Patents"). Throughout this Agreement, "Related Patents" means:

A. Patents or patent applications which (i) directly or indirectly claim priority to any of the listed patents, (ii) for which any of the listed patents directly or indirectly forms a basis for priority, and/or (iii) directly or indirectly incorporate by reference any of the listed patents or are directly or indirectly incorporated by reference by the listed patents;

B. Reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any of item in any of the foregoing Subparagraph (1)(A) of this Agreement;

C. Foreign patents, patent applications, and counterparts relating to any item in any of the foregoing Subparagraphs (1)(A) and (1)(B) of this Agreement, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances; and

D. Any items in any of the foregoing Subparagraphs (1)(A) through (1)(C) whether or not expressly listed and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like.

2. **Purchase Price and Manner of Payment and Security.** In consideration of the sale of the Purchased Patents, Buyer agrees to pay Seller and Seller agrees to accept a total purchase price of Two Hundred and Thirty-Five Thousand Dollars (\$235,000) (the "Purchase Price"). The Purchase Price shall be paid by the delivery by Buyer to Seller of a check in the amount of the entire Purchase Price.

3.     Representations and Warranties of Seller. Seller hereby represents and warrants as follows:

A.     Seller owns all right, title, and interest to the Purchased Patents, including, without limitation, all right, title, and interest to sue for infringement of the Purchased Patents. Seller has obtained and properly recorded previously executed assignments for the Purchased Patents as necessary to fully perfect its rights and title in the Purchased Patents in accordance with governing law and regulations in each respective jurisdiction. The Purchased Patents are free and clear of all liens, claims, mortgages, security interests, licenses, or other encumbrances, and restrictions. There are no actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any way to the Purchased Patents. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Purchased Patents.

B.     No portion of the Patents have been sold, transferred or assigned, and the Seller is the record and beneficial owner of the Patents.

C.     Seller has all requisite corporate power and authority to sell an ownership interest in the Purchased Patents to Buyer.

D.     Seller has full corporate power and authority and legal right to enter into this Agreement and to consummate the transactions provided for in this Agreement. All corporate actions on the part of Seller necessary to approve the transactions contemplated by this Agreement have been duly taken as required by applicable law and any applicable agreements. This Agreement has been, and the other agreements, documents, and instruments required to be delivered by Seller in accordance with the provisions of this Agreement will be, duly executed and delivered by Seller and will constitute, or will constitute when delivered, the valid and binding agreement and obligations of Seller enforceable against Seller in accordance with their respective terms.

E.     The execution and delivery of this Agreement, and the consummation of the transactions contemplated by this Agreement, by Seller do not and will not violate, conflict with, or result in the breach of any term, condition, or provision of, or require the consent of any other person under (a) any existing law, ordinance, or governmental rule or regulation to which Seller is subject, (b) any judgment, order, writ, injunction, decree or award of any court, arbitrator, or governmental or regulatory official, body, or authority which is applicable to Seller, (c) the operating agreement or other organizational documents of Seller or any securities issued by Seller, or (d) any mortgage, indenture, or other material instrument, document, or agreement, oral or written, to which Seller is a party, by which Seller may have rights or by which any of the Purchased Patents may be bound or affected, or which would create a lien, claim, or encumbrance on the Purchased Patents as a result thereof. No authorization, approval or consent of, and no registration or filing with, any governmental or regulatory official, body, or authority is required in connection with the execution, delivery, or performance of this Agreement by Seller.

F.     Seller has no knowledge that any litigation, including any arbitration, investigation, or other proceeding of or before any court, arbitrator, or governmental or

regulatory official, body, or authority, is pending or threatened against Seller which relates to the Purchased Patents or the transactions contemplated by this Agreement, nor does Seller, to the best of its knowledge, know of any reasonably likely basis for any such litigation, arbitration, investigation, or proceeding, the result of which could materially and adversely affect Seller, the Purchased Patents, or the transactions contemplated by this Agreement. Seller is not a party to or subject to the provisions of any judgment, order, writ, injunction, decree, or award of any court, arbitrator, or governmental or regulatory official, body, or authority.

G. None of the Purchased Patents has ever been found invalid, unpatentable, or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding, and Seller does not know of and has not received any notice or information of any kind from any third party suggesting that the Purchased Patents may be invalid, unpatentable, or unenforceable. To the extent "small entity" fees were paid to the United States Patent and Trademark Office for any Purchased Patent, such reduced fees were then appropriate because the payor qualified to pay "small entity" fees at the time of such payment and specifically had not licensed rights in any Purchased Patent to an entity that was not a "small entity."

H. Neither Seller nor its agents or representatives has engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of the Purchased Patents or hinder their enforcement, including, without limitation, misrepresenting Seller's patent rights to a standard-setting organization. Seller has submitted all relevant prior art, known to Seller or to its representatives, to the U.S. Patent and Trademark Office and all other patent offices as required.

I. Seller has not put a third party on notice of actual or potential infringement of any of the Purchased Patents. Seller has not invited any third party to enter into a license under any of the Purchased Patents. Seller has not initiated any enforcement action with respect to any of the Purchased Patents.

J. None of the Purchased Patents has been or is currently involved in any reexamination, reissue, interference proceeding, opposition proceeding, or any similar proceeding, and no such proceedings are pending or threatened.

K. All maintenance fees, annuities, and the like due or payable for the Purchased Patents have been timely paid. For the avoidance of doubt, such timely payment includes payment of any maintenance fees for which the fee is payable (e.g., the fee payment window opens) even if the surcharge date or final deadline for payment of such fee would be in the future.

L. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in any conflict with, or breach of any of the terms or provisions of any agreement or instrument executed by or on behalf of Seller to which Seller is a party or by which Seller is bound.

4. Representations and Warranties of Buyer. Buyer hereby represents and warrants as follows:

A. Buyer has full company power and authority and legal right to enter into this Agreement and to consummate the transactions provided for in this Agreement. All company actions on the part of Buyer necessary to approve the transactions contemplated by this Agreement have been duly taken as required by applicable law and any applicable agreements. This Agreement and the other agreements, documents, and instruments required to be delivered by Buyer in accordance with the provisions of this Agreement have been duly executed by Buyer and constitute the valid and binding agreement of Buyer, enforceable against it in accordance with their respective terms.

B. The execution and delivery of this Agreement, and the consummation of the transactions contemplated by this Agreement, by Buyer do not and will not violate, conflict with, or result in the breach of any term, condition, or provision of, or require the consent of any other person under (a) any existing law, ordinance, or governmental rule or regulation to which Buyer is subject, (b) any judgment, order, writ, injunction, decree or award of any court, arbitrator, or governmental or regulatory official, body, or authority which is applicable to Buyer, (c) the operating agreement or other organizational documents of Buyer or any securities issued by Buyer, or (d) any mortgage, indenture, or other material instrument, document, or agreement, oral or written, to which Buyer is a party. No authorization, approval or consent of, and no registration or filing with, any governmental or regulatory official, body, or authority is required in connection with the execution, delivery, or performance of this Agreement by Buyer.

C. Buyer acknowledges that the Seller has made available to Buyer and its representative, if any, the opportunity to ask questions of, and receive answers from, Seller (and representatives of any of the entities listed on Schedule "A" attached hereto which are the subject of this sale transaction) in connection with the Buyer's purchase of the Purchased Patents and to obtain any additional information, to the extent that the Seller possesses such information, or can acquire it without unreasonable effort or expense, necessary to make an informed investment decision. Seller has satisfactorily answered all inquiries that the Buyer and Buyer's representative, if any, have put to the Seller concerning the entities listed on Schedule "A" attached hereto, and the sale of the Patents.

D. The Buyer understands that an investment in the entities listed on Schedule "A" attached hereto involves significant risks and has taken full cognizance of and understands all of the risk factors relating to the purchase of the Patents. The Buyer understands that such risk factors include the fact that there can be no guarantee that the Patents will achieve any return and agrees that it can bear a loss of the entire investment.

5. Closing Deliveries. The closing ("Closing") of the sale and purchase of the Patents pursuant to this Agreement shall occur contemporaneously with the execution and delivery of this Agreement. At the Closing, the parties shall take the following actions and deliver the following documents, all of which shall be deemed to occur simultaneously:

- A. Buyer shall deliver to Seller a check in the amount the Purchase Price.
- B. Seller shall deliver to Buyer the all documentation necessary to transfer ownership of the Purchased Patents to Buyer.

6. Further Assurances. Each of the parties hereto agrees to take such further action to execute and deliver such additional documents as the other party may reasonably request in order to effectuate the terms of this Agreement and the transactions contemplated hereby.

7. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors. This Agreement may not be assigned.

8. Integration. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or contemporaneous oral agreements with respect to such subject matter. This Agreement may not be modified or amended in any manner except by a written agreement signed by the parties hereto.

9. Survival of Provisions. All covenants and agreements which by their terms require or provide for performance after the Closing shall survive the Closing.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**SELLER:**  
ORRVILON, INC.

Attest: h. f. j. b. j.

By: K P Singh  
Krishna P. Singh, President

**BUYER:**  
TECNIUM, LLC

Attest: h. f. j. b. j.

By: K P Singh  
Krishna P. Singh, Trustee  
Weeping Willow Dynasty Trust  
Sole Member

SCHEDULE A

#	Title	Country	Filing Date	Application Number	Patent Number	Docket No.	Total Billed	Status
1	RADIATION ABSORBING REFRACTORY COMPOSITION FOR DISCONTINUOUS CARBIDE PARTICULATE METAL MATRIX COMPOSITES AND SUPER HYPEREUTECTIC Al/Si	US	14-Apr-98	09/059,389	US5965829	HOL-049-US	\$2,155.00	Issued Patent
2	EXTRUSION FABRICATION PROCESS FOR DISCONTINUOUS CARBIDE PARTICULATE METAL MATRIX COMPOSITES AND SUPER HYPEREUTECTIC Al/Si	US	30-Jul-98	09/126,517	US6042779	HOL-052-US	\$2,465.00	Issued Patent
	ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	China	14-Jun-07	200780039923.60	CN101594952 (B)	HOL-045-CN	\$11,727.73	Issued Patent
	ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	EPO	14-Jun-07	7868308.30	EP2081713 (A)	HOL-045-EP	\$9,934.10	Issued Patent
	ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	Japan	14-Jun-07	2009-534721	JP5425634 (B)	HOL-045-JP	\$12,450.25	Issued Patent
	ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	Korea (South)	14-Jun-07	10-2009-7008655	KR101226174 (B)	HOL-045-KR	\$4,807.66	Issued Patent
	ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	Korea (South)	14-Jun-07	10-2011-7021823	KR101285561 (B)	HOL-045-KR-DIV	\$8,080.10	Issued Patent
	ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	PCT	14-Jun-07	PCT/US2007/71233	WO2008/063708	HOL-045-PCT	\$0 (we did not file the original PCT application)	Application Publication (Expired)
3	ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	US	14-Jun-07	12/312,089	US8323373	HOL-045-US	\$5,775.00	Issued Patent
	ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	US	Dec. 4, 2012	13/705,012	US8961647	HOL-045-US-CON	\$7,732.50	Issued Patent
	ATOMIZED PICOSCALE COMPOSITE ALUMINUM ALLOY AND METHOD THEREOF	US	Feb. 24, 2015	14/630,141	US20150322548A	HOL-045-US-CON2	\$3,535.00	Application Published
	MACRO-PARTICLE REINFORCED METAMIC HT	US- P	4-Mar-14	62/128,455	N/A	Expired Provisional		
	MACRO-CHIP REINFORCED ALLOY	US	4-Mar-16	15061542.00	N/A	Not Yet Published		
	MACRO-PARTICLE REINFORCED METAMIC HT	PCT	4-Mar-16	PCT/US2016/020976	N/A	Not Yet Published		

PATENT

REEL: 048309 FRAME: 0566



**EXHIBIT "A"**

1.	Three Issued Patents	\$225,000.00
2.	Two Unpublished Patents	<u>\$ 10,000.00</u>
TOTAL PURCHASE PRICE		\$235,000.00