

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5564949

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TONOGA, INC.	06/11/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	AGC INC.
<b>Street Address:</b>	1-5-1, MARUNOUCHI
<b>City:</b>	CHIYODA-KU, TOKYO
<b>State/Country:</b>	JAPAN
<b>Postal Code:</b>	100-8405
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6500529
Patent Number:	6861092
Patent Number:	6783841
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(518)452-5579
<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>	518-452-5600
<b>Email:</b>	sandy.obrien@hrfmlaw.com
<b>Correspondent Name:</b>	BRETT M. HUTTON
<b>Address Line 1:</b>	5 COLUMBIA CIRCLE
<b>Address Line 2:</b>	HESLIN ROTHENBERG FARLEY & MESITI P.C.
<b>Address Line 4:</b>	ALBANY, NEW YORK 12203
<b>ATTORNEY DOCKET NUMBER:</b>	1350.127
<b>NAME OF SUBMITTER:</b>	BRETT M. HUTTON
<b>SIGNATURE:</b>	/Brett M. Hutton/
<b>DATE SIGNED:</b>	06/11/2019
<b>Total Attachments: 5</b>	
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## PATENT ASSIGNMENT AGREEMENT

**PATENT ASSIGNMENT AGREEMENT** ("Agreement" or "Patent Assignment Agreement") is between Tonoga, Inc., a Delaware corporation ("Assignor"), and AGC Inc., a Japanese corporation ("Assignee"), having an effective date that is the date this Patent Assignment Agreement has been executed by the last party to duly sign ("Patent Assignment Agreement Effective Date").

WHEREAS, pursuant to a Unit and Asset Purchase Agreement dated November 29, 2018 between Assignor and Assignee (the "UAPA") Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to accept and acquire all of Assignor's rights, title and interests in and to the patents listed in Exhibit A and other associated rights as described below;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Subject to and in accordance with the UAPA (including, without limitation, Section 3.12), Assignor hereby grants, transfers, conveys, delivers and assigns to Assignee any and all worldwide rights, title and interest Assignor holds, or may come to hold, in and to (a) the United States patents identified in Exhibit A attached hereto, including any reissues, reexaminations, divisionals, continuations, and extensions thereof ("Assigned Patents"); (b) all claims, causes of action, rights of recovery, credits and rights of set off of any kind, including, without limitation, all claims for infringement, misappropriation or other violation and right to sue for past damages, with respect to any of the Assigned Patents, whether committed before or after Patent Assignment Agreement Effective Date; and (c) the right to claim priority to the Assigned Patents.
2. Assignor and Assignee hereby request and authorize the relevant authority at the United States Patent and Trademark to record Assignee as the assignee and owner of the Assigned Patents.
3. Assignor hereby covenants and agrees that, at any time and from time to time after the Patent Assignment Agreement Effective Date, at Assignee's request, or at the request of Assignee's successors, representatives or assigns, Assignor shall reasonably cooperate with Assignee to execute and deliver such documents and other papers, and otherwise provide reasonable assistance to Assignee, as may be required to grant, transfer, convey, deliver and assign to Assignee any of the Assigned Patents, and shall use all reasonable efforts to require any of Assignor's employees or consultants who may be inventors on the patents herein assigned also to provide the foregoing. Assignee shall bear all reasonable out-of-pocket expenses incurred by Assignor in connection with providing the foregoing cooperation and assistance described in this Section 3.

4. Assignor hereby covenants and agrees that Assignor has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict herewith.
5. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Patents.
6. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect any of the provisions (including, without limitation, the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies) or any of the obligations set forth in the UAPA, nor shall this Agreement expand or enlarge any remedies under the UAPA.
7. This Agreement is binding upon and inures to the benefit of Assignor and Assignee and their respective successors and assigns. This Agreement and the rights and obligations of Assignor and Assignee under this Agreement shall be governed by, and construed in accordance with the laws of the State of New York.
8. This Agreement and any amendments hereto may be signed in one or more counterparts, each of which, when signed and delivered, shall be deemed to be an original. All such counterparts together shall constitute one and the same valid and binding agreement, even if all of the parties have not signed the same counterpart. Signatures to this Agreement may be delivered by facsimile or other electronic transmission, in which case the facsimile or other electronic copy of an original signature shall be deemed to be an original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed in duplicate originals by their duly authorized representative as of the Patent Assignment Agreement Effective Date.

Agreed to:

Agreed to:

TONOGA, INC., as Assignor

AGC INC., as Assignee

By *Andrew B. Russell*  
Name Andrew B. Russell  
Title CEO

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Date 6-11-19

Date \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed in duplicate originals by their duly authorized representative as of the Patent Assignment Agreement Effective Date.

Agreed to:

TONOGA, INC., as Assignor

By \_\_\_\_\_

Name

Title

Date \_\_\_\_\_

Agreed to:

AGC INC., as Assignee

By Satoshi Takada

Name Satoshi Takada

Title Executive Officer,

GM of Business Development Div.

Date 11th June 2019

{331279513 }

EXHIBIT A

Patents (United States)

<u>Country</u>	<u>Patent Number</u>	<u>Patent Issue Date</u>
US	6,500,529	12/31/2002
US	6,861,092	3/1/2005
US	6,783,841	8/31/2004

END OF EXHIBIT A