505586191 07/23/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5632990

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CLEAN SURFACE TECHNOLOGIES, LLC	06/17/2019

RECEIVING PARTY DATA

Name:	CLEAN SURFACE TECHNOLOGY
Street Address:	110 E CENTER ST.
Internal Address:	SUITE 2053
City:	MADISON
State/Country:	SOUTH DAKOTA
Postal Code:	57042

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14824960

CORRESPONDENCE DATA

Fax Number: (602)631-4529

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.

Phone: 6026319100

Email: pto adl@venjuris.com Correspondent Name: ANTHONY D. LOGAN Address Line 1: 1938 E. OSBORN RD

Address Line 4: PHOENIX, ARIZONA 85016

ATTORNEY DOCKET NUMBER:	PHDL1890-005	
NAME OF SUBMITTER:	ANTHONY D. LOGAN	
SIGNATURE:	/Anthony D. Logan/	
DATE SIGNED:	07/23/2019	

Total Attachments: 4

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> **PATENT REEL: 049839 FRAME: 0276**

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ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS (this "Assignment") is made this Agriculture, 2019, among Clean Surface Technologies, LLC., a Delaware limited liability company located at 209 Sandbar Road, Windham, Maine 04062 ("Assignor") and Clean Surface Technology, a South Dakota limited liability company located at 110 E Center St. Suite 2053, Madison South Dakota 57042 ("Assignee").

WITNESSET

WHEREAS, Assignor is the owner of the patents and patent applications set forth on Schedule I 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, and Assignee wishes to acquire the Assigned Patents;

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:

- 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, and without recourse and without representations and warranties as to title, possession, quiet enjoyment, merchantability, value, useful life, fitness for intended use, or similar representations and warranties in this disposition.
- 2. <u>Further Assurances</u>. 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.

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- 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.
- THIS ASSIGNMENT SHALL BE GOVERNED BY, AND 4. Governing Law. 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]

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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: Clean Surface Technologies, LLC Delaware

Name: Justin S. Ballard

Title: Manager

ASSIGNEE: Clean Surface Technology, LLC

Name: Justin Ballard Title: Member

Witness:

By:___ Name:

KEVIN DEAN

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SCHEDULE 1

ASSIGNED PATENTS

Description

Registration/

Registration/

Application

14/824960

Application

Number

8.33683660

08/12/2015

Date

Coated Proppants and Nanites and Methods of Making and Use Of Coated Proppants and

Nanites

PATENT

REEL: 049839 FRAME: 0280

RECORDED: 07/23/2019