

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ALAN D. SAKAGUCHI	01/11/2016
	GARRETT POE	01/08/2016
	MICHAEL MERWIN	02/16/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BLUESHIFT MATERIALS, INC.	
<b>Street Address:</b>	5 SOUTH SPENCER ROAD	
<b>City:</b>	SPENCER	
<b>State/Country:</b>	MASSACHUSETTS	
<b>Postal Code:</b>	01562	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	16664558	
<b>CORRESPONDENCE DATA</b>		
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<b>ATTORNEY DOCKET NUMBER:</b>	BLIM.P0005US.C2	
<b>NAME OF SUBMITTER:</b>	VIRGINIA VELAZQUEZ	
<b>SIGNATURE:</b>	/Virginia Velazquez/	
<b>DATE SIGNED:</b>	10/25/2019	
<b>Total Attachments: 1</b>		
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ASSIGNMENT

WHEREAS, the undersigned (individually "ASSIGNOR" and collectively "ASSIGNORS"), are named inventors of the patent(s)/application(s) identified below (collectively "Patent(s)"),

AND WHEREAS BLUESHIFT INTERNATIONAL MATERIALS, INC., having a place of business at 6110 Rittiman Road, San Antonio, Texas 78218 ("ASSIGNEE"), is desirous of acquiring all right, title and interest in and to the Patent(s);

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, each ASSIGNOR does hereby:

IRREVOCABLY SELLS, ASSIGNS, AND TRANSFERS to the ASSIGNEE ASSIGNOR's entire right, title, and interest throughout the world in U.S. Patent Application No. **62/250,044**, filed **November 3, 2015**, titled **"INTERNALLY REINFORCED AEROGEL FILM"**, including all information disclosed therein, such right, title, and interest including but not limited to the right to sue for injunctions and/or damages for any past, ongoing, and/or future infringement. For the avoidance of doubt, this sale, assignment, and transfer extends to all ASSIGNOR's right, title, and interest in all patents and applications (throughout the world) of any kind that claim priority to or otherwise issue from any of the Patent(s), including any and all divisional, continuation, continuation-in-part, continuing, extension, foreign, international, national phase, non-provisional, provisional, reexamination, reissue, renewal or substitute patents and/or patent applications;

WARRANTS AND COVENANTS that ASSIGNOR has the authority to enter this ASSIGNMENT agreement, and that ASSIGNOR has done nothing and will not do anything to impair the rights conveyed to ASSIGNEE by this Agreement;

COVENANTS that, when requested and at the expense of the ASSIGNEE, ASSIGNOR will carry out in good faith the intent and purpose of this Agreement, including but not limited to executing any and all documents in connection with the Patent(s) and any and all divisional, continuation, continuation-in-part, continuing, extension, foreign, international, national phase, non-provisional, provisional, reexamination, reissue, renewal or substitute patents, and/or patent applications claiming priority to, or based on any information disclosed in any of the Patent(s), including all rightful oaths, declarations, assignments, powers of attorney, and other papers; communicate to the ASSIGNEE all facts known to the ASSIGNOR relating to all information disclosed in the Patent(s) and the history thereof; and generally do everything possible that the ASSIGNEE shall consider desirable for vesting title to the Patent(s) and such patents and/or patent applications in the ASSIGNEE, and for securing, maintaining, and enforcing patent protection for the Patent(s) and such patents and/or patent applications;

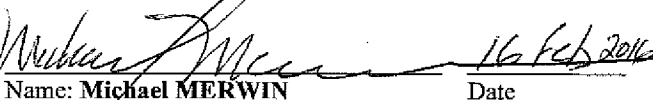
WAIVES any right it has to challenge the adequacy of the consideration; and

AGREES that this Agreement is binding on ASSIGNOR's heirs, assigns, representatives, and successors.


**ASSIGNORS**

  
Name: **Alan SAKAGUCHI** Date: **11 Jan 2016**

  
Name: **Garrett POE** Date: **8 Jan 2016**

  
Name: **Michael MERWIN** Date: **16 Feb 2016**

**BLUESHIFT INTERNATIONAL  
MATERIALS, INC.**

  
Name: \_\_\_\_\_ Date: **8 Jan 2016**

Title: **Executive Vice President**