

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5948064

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DENNIS M CONNOLLY	10/25/2013
TARA HOLZ	10/25/2013
VERA TANNOUS	10/25/2013
CHRISTOPHER KILCOIN	11/12/2013
KONSTANTIN APTEKAREV	10/25/2013
DAVID B. BAILEY	10/25/2013
RICHARD S. MURANTE	10/25/2013
NATE WESCOTT	10/25/2013
RECEIVING PARTY DATA	
Name:	INTEGRATED NANO-TECHNOLOGIES, INC.
Street Address:	999 LEHIGH STATION RD.
City:	HENRIETTA
State/Country:	NEW YORK
Postal Code:	14467
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16457602
CORRESPONDENCE DATA	
Fax Number:	(315)425-2701
<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>	
Phone:	315-425-2700
Email:	sspier@barclaydamon.com
Correspondent Name:	BARCLAY DAMON LLP
Address Line 1:	125 E. JEFFERSON ST.
Address Line 2:	B
Address Line 4:	SYRACUSE, NEW YORK 13202
ATTORNEY DOCKET NUMBER:	3046133US05
NAME OF SUBMITTER:	STACEY SPIER
SIGNATURE:	/STACEY SPIER/

PATENT

DATE SIGNED:	02/05/2020
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Total Attachments: 12

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INTEGRATED NANO-TECHNOLOGIES, LLC

Assignment

As a below named inventor or joint inventor of an invention or improvements entitled:

METHOD AND SYSTEM FOR SAMPLE PREPARATION

U. S. Patent Application No. 14/056,603 filed October 17, 2013

PCT Appl. No. PCT/US2013/065451 filed October 17, 2013

for which I have executed applications for Letters Patent of the United States of America; and

WHEREAS, INTEGRATED NANO-TECHNOLOGIES, LLC, a Limited Liability Company, organized and existing under the laws of the State of New York, with its principal office at 999 Lehigh Station Road, Henrietta, New York 14467, is desirous of obtaining the entire right, title and interest in, to and under the said inventions and the said applications in the United States of America and in any and all countries foreign thereto;

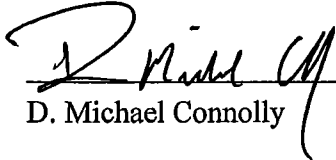
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I have sold, assigned, transferred, and set over, and by these presents do hereby sell, assign, transfer and set over, unto said INTEGRATED NANO-TECHNOLOGIES, LLC, its successors, legal representatives, and assigns, my entire right, title and interest in, to, and under the said invention, and the said applications, and all divisional, renewal, substitutional, and continuation applications thereof, and all Letters Patent of the United States of America which may be granted thereof and all reissues and extensions hereof, and all applications for Letters Patent which may be filed for said invention in any country or countries foreign to the United States of America, including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention, all rights to register said invention in appropriate registries, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States of America, and all extensions, renewals, and reissues thereof, and I hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said invention to said INTEGRATED NANO-TECHNOLOGIES, LLC, its successors, legal representatives, and assigns, in accordance with the terms of this instrument.

And I hereby covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

And I hereby further covenant and agree that I will communicate to said INTEGRATED NANO-TECHNOLOGIES, LLC, its successors, legal representatives, and assigns, any fact known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisions, renewal, substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths and generally do everything possible to aid said INTEGRATED NANO-TECHNOLOGIES, LLC, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for said invention in all countries.

IN TESTIMONY WHEREOF, I authorize and affirm said assignments with the signature(s) set forth below on the indicated date(s).

Inventors:

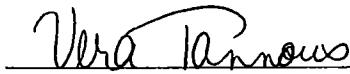


D. Michael Connolly
10/25/13

Date

Tara Holz

Date

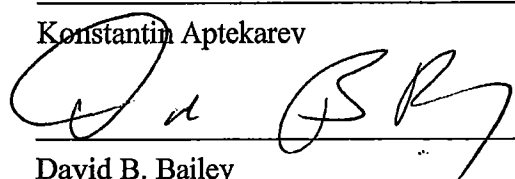


Vera Tannous
10/25/13

Date

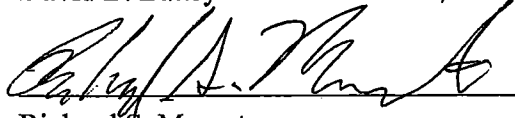
Christopher Kilcoin

Date

Konstantin Aptekarev


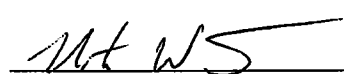
David B. Bailey
10/25/2014

Date



Richard S. Murante
10/25/13

Date



Nate Wescott
10/25/13

Date

Docket:
3046133 US02

And I hereby further covenant and agree that I will communicate to said INTEGRATED NANO-TECHNOLOGIES, LLC, its successors, legal representatives, and assigns, any fact known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisions, renewal, substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths and generally do everything possible to aid said INTEGRATED NANO-TECHNOLOGIES, LLC, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for said invention in all countries.

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Inventors:

D. Michael Connolly

Date

Tara Holz

Date

Tara Holz
10-25-2013

Vera Tannous

Date

Christopher Kilcoin

Date

Konstantin Aptekarev

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3046133 US02

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Inventors:

D. Michael Connolly

Date

Tara Holz

Date

Vera Tannous

Date



Christopher Kilcom

11/12/13

Date

Konstantin Aptekarev

Date

David B. Bailey

Date

Richard S. Murante

Date

Nate Wescott

Date

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- 2 -


PATENT
REEL: 051729 FRAME: 0691

Docket:
3046133 US02

And I hereby further covenant and agree that I will communicate to said INTEGRATED NANO-TECHNOLOGIES, LLC, its successors, legal representatives, and assigns, any fact known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisions, renewal, substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths and generally do everything possible to aid said INTEGRATED NANO-TECHNOLOGIES, LLC, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for said invention in all countries.

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Inventors:

_____	_____
D. Michael Connolly	Date
_____	_____
Tara Holz	Date
_____	_____
Vera Tannous	Date
_____	_____
Christopher Kilcoin	Date
	10/25/13
Konstantin Aptekarev	Date
_____	_____
David B. Bailey	Date
_____	_____
Richard S. Murante	Date
_____	_____
Nate Wescott	Date

AGREEMENT AND PLAN OF MERGER
OF
INTEGRATED NANO-TECHNOLOGIES, LLC,
A NEW YORK LIMITED LIABILITY COMPANY,
WITH AND INTO
INTEGRATED NANO-TECHNOLOGIES, INC.,
A DELAWARE CORPORATION

This Agreement and Plan of Merger is made this 24 day of February, 2017 by and between Integrated Nano-Technologies, LLC, a New York limited liability company ("INT-NY"), and Integrated Nano-Technologies, Inc., a Delaware corporation (the "**Surviving Corporation**").

WHEREAS the Board of Directors of INT-NY and the Board of Directors of the Surviving Corporation desire that INT-NY merge with and into the Surviving Corporation pursuant to the Section 1001 of the New York Limited Liability Company Law and Section 264 of the Delaware General Corporation Law:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties hereby agree to merge and become one entity in accordance with the terms and conditions set forth below.

1. Merger; Effective Date. INT-NY and the Surviving Corporation hereby agree that INT-NY shall be merged with and into the Surviving Corporation (the "**Merger**"). The Merger shall be effective as of February 27, 2017 (the "**Effective Date**").

2. Name of Surviving Corporation. The name of the entity that shall survive the Merger shall be "Integrated Nano-Technologies, Inc.", a corporation organized under the laws of the State of Delaware.

3. Membership and Stockholder Interests.

(a) All of the outstanding membership interests of INT-NY are Class A Memberships Units.

(b) One share of stock of the Surviving Corporation was issued prior to the adoption by the Board of Directors of the Surviving Corporation of the Resolution approving this Agreement. The stockholder was, and immediately prior to the Merger is, INT-NY.

4. Terms and Conditions. The terms and conditions of the Merger are as follows:

(a) As of the Effective Date, each outstanding Class A Membership Unit of INT-NY existing immediately prior to the Effective Date shall be converted and exchanged into one share of common stock, par value \$0.001 per share, of the Surviving Corporation

("Surviving Corporation Common Stock"). Outstanding fractional Class A Membership Units of INT-NY, if any, shall be converted into the same number of fractional shares of Surviving Corporation Common Stock. All membership interests of INT-NY shall be retired and shall cease to exist, and members of INT-NY shall cease to have any rights with respect thereto.

(b) The one share of the Surviving Corporation Common Stock outstanding prior to the Merger shall be canceled and shall cease to exist.

(c) The Certificate of Incorporation and By-laws of the Surviving Corporation shall not be changed as a result of the Merger.

5. Property. Upon the effectiveness of the Merger, the Surviving Corporation shall become the owner of all of the property, real and personal, rights, privileges, immunities, powers, purposes, franchises, patents, licenses, trademarks, registrations, causes of action and every other asset of INT-NY, without further act or deed.

6. Liabilities. Upon the effectiveness of the Merger, the Surviving Corporation shall become liable for all of the liabilities and obligations of INT-NY, without further act or deed. The Surviving Corporation will exchange, for all INT-NY warrants and options outstanding immediately prior to the Merger but not for convertible notes, Surviving Corporation warrants and options for the same number of shares of Surviving Corporation Common Stock as the number of Class A Membership Units purchasable under such INT-NY warrants and options, exercisable at the same prices.

7. Authorization. This Agreement and Plan of Merger and the Merger contemplated by this Agreement and Plan of Merger are approved and adopted by the Board of Directors of INT-NY in accordance with its authority under Section 10.05 of the Amended and Restated Operating Agreement of INT-NY, and by the Board of Directors of the Surviving Corporation, there being no shares of stock of the Surviving Corporation issued at any time before the Merger.

8. Certificates of Merger. INT-NY and the Surviving Corporation shall cause:

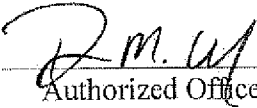
(a) A Certificate of Merger to be prepared and filed in accordance with the laws of the State of New York; and

(b) A Certificate of Merger to be prepared and filed in accordance with the laws of the State of Delaware.

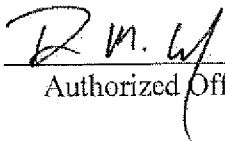
9. Termination. The Merger may be abandoned at any time prior to the Effective Date by the joint consent of the Boards of Directors of INT-NY and the Surviving Corporation.

IN WITNESS WHEREOF, INT-NY and the Surviving Corporation have executed this Agreement and Plan of Merger on the day and year first written above.

INTEGRATED NANO-TECHNOLOGIES, LLC

By: 
Authorized Officer

INTEGRATED NANO-TECHNOLOGIES, INC.

By: 
Authorized Officer

[Signature Page to Agreement and Plan of Merger of Integrated Nano-Technologies, LLC
into Integrated Nano-Technologies, Inc.]

Compliance Certificate
of
Integrated Nano-Technologies, Inc.

The undersigned, being the President and Chief Executive Officer of **Integrated Nano-Technologies, Inc.**, a Delaware corporation (the "**Company**") does hereby certify on behalf of the Company pursuant to Section 4.3 of the Stock Purchase Agreement dated February 17, 2017 (the "**Agreement**") by and among the Company, Integrated Nano-Technologies, LLC, a New York limited liability company, and Enplas America, Inc., that the conditions specified in Subsections 4.1 and 4.2 of the Agreement have been fulfilled. In particular:

1. The representations and warranties of the Company contained in Section 2 of the Agreement are true and correct in all respects as of the date of this Certificate; and

2. The Company has performed and complied with all covenants, agreements, obligations and conditions contained in the Agreement that are required to be performed or complied with by the Company on or before the date of this Certificate.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Company and caused this Certificate to be delivered this 27TH day of February, 2017.

INTEGRATED NANO-TECHNOLOGIES, INC.



Name: D. Michael Connolly

Title: President and CEO

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "INTEGRATED NANO-TECHNOLOGIES, INC.", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF JANUARY, A.D. 2017, AT 1:01 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



6265394 8100
SR# 20170494127

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 201945481
Date: 01-27-17

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**CERTIFICATE OF INCORPORATION
OF
INTEGRATED NANO-TECHNOLOGIES, INC.**

FIRST: The name of the corporation is **INTEGRATED NANO-TECHNOLOGIES, INC.** (the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Delaware is 850 New Burton Road, Suite 201, Dover, Delaware 19904, in the County of Kent. The name of the registered agent of the Corporation at such address is National Corporate Research, Ltd.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as such law now exists or may hereafter be amended.

FOURTH: The total number of shares of stock which the Corporation shall have the authority to issue is Twenty Million (20,000,000) shares Common Stock, par value \$0.001 per share.

FIFTH: The name and mailing address of the incorporator are as follows:

Christopher J. Bonner, Esq.
Barclay Damon, LLP
125 East Jefferson Street
Syracuse, New York 13202

SIXTH: In furtherance and not in limitation of the powers conferred by law, the Board of Directors of the Corporation is expressly authorized to adopt, amend and repeal any or all of the By-laws of the Corporation.

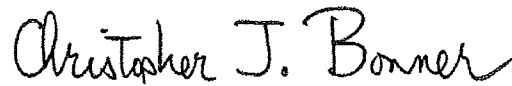
SEVENTH: Unless and except to the extent that the By-laws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

EIGHTH: (a) The Corporation shall provide indemnification for members of its Board of Directors, members of committees of the Board of Directors and of other committees of the Corporation, and its executive officers, and may provide indemnification for its other officers and its agents and employees, and those serving another corporation, partnership, joint venture, trust or other enterprise at the request of the Corporation, in each case to the maximum extent permitted by Delaware law; provided, however, that the Corporation may limit the extent of such indemnification by individual contracts with its directors and executive officers; and, provided, further, that the Corporation shall not be required to indemnify any person in connection with any proceeding (or part thereof) initiated by such person or any proceeding by such person against the Corporation or its directors, officers, employees or other agents unless (i) such indemnification is expressly required to be made by law, or (ii) the proceeding was authorized by the Board of Directors of the Corporation.

(b) Limitation of Liability. To the fullest extent not prohibited by the General Corporation Law of the State of Delaware, as it exists on the date this Certificate of Incorporation is filed with the Secretary of State of the State of Delaware or as such law may later be amended, no director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director.

(c) No amendment to or repeal of this Article shall adversely affect any right or protection of a director the Corporation that exists at the time of such amendment or repeal with respect to any action taken, or inaction, prior thereto.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Incorporation this 27th day of January, 2017.



Christopher J. Bonner, Esq.,
Sole Incorporator