

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6165127

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	K-TECHNOLOGIES, INC.	03/16/2020
RECEIVING PARTY DATA		
Name:	OCP S.A.	
Street Address:	2 RUE AL ABTAL- HAY ERRAHA	
City:	CASABLANCA	
State/Country:	MOROCCO	
Postal Code:	20200	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Application Number:	61674297	
Application Number:	61716630	
Application Number:	14416271	
Application Number:	15612684	
Application Number:	16101807	
CORRESPONDENCE DATA		
Fax Number:	(509)323-8979	
<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:	509-324-9256	
Email:	janisa@leehayes.com	
Correspondent Name:	LEE & HAYES, P.C.	
Address Line 1:	601 WEST RIVERSIDE AVENUE	
Address Line 2:	SUITE 1400	
Address Line 4:	SPOKANE, WASHINGTON 99201	
ATTORNEY DOCKET NUMBER:	O047-0001MI	
NAME OF SUBMITTER:	JANIS ABBOTT	
SIGNATURE:	/Janis Abbott/	
DATE SIGNED:	06/22/2020	
Total Attachments: 4		

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REEL: 053003 FRAME: 0429

ANNEXURE 1 TO CALL OPTION EXERCISE AGREEMENT
OPTION IP ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT ("Assignment"), dated as of April 3, 2020, is made by:

(1) **K-TECHNOLOGIES, INC.**, a Florida corporation, with a business address at 4306 Wallace Road, Lakeland, FL 33812, United States of America ("K-Tech") in favor of:

(2) **OCP S.A.**, a company incorporated under the laws of Morocco and having its registered office at 2 Rue Al Abtal - Hay Erraha - 20200, Casablanca, Morocco ("OCP").

OCP and K-Tech are each referred to as a "Party" and are together referred to as the "Parties".

RECITALS:

WHEREAS, the Parties have entered into that certain Uranium Recovery Phase 3 Agreement, dated May 2016 ("Phase 3 Agreement"), pursuant to which, among other things, K-Tech granted to OCP an exclusive option to purchase the Option IP (as such term is defined in the Phase 3 Agreement) and upon OCP's exercise of such option, K-Tech agreed to sell all of K-Tech's right, title and interest in and to the Option IP to OCP or to an OCP affiliate designated by OCP at OCP's sole option (the "Call Option");

WHEREAS, OCP elected to exercise the Call Option, and the Parties entered into that certain Call Option Exercise Agreement, dated April 3, 2020, which served as the Call Option Notice (as such term is defined in the Phase 3 Agreement) and set forth the terms and conditions applicable to the exercise of the Call Option by OCP and the payment of the Purchase Price (as such term is defined in the Phase 3 Agreement) to K-Tech;

WHEREAS, as a condition to the effectiveness of the Call Option Exercise Agreement and to satisfy the conditions of the Buy-Sell Closing (as such term is defined in the Call Option Exercise Agreement), the K-Tech is required to deliver to OCP or its designee an assignment of the Option IP;

WHEREAS, the Parties have agreed to the terms and conditions set forth herein.

NOW THEREFORE, K-Tech agrees as follows:

1. **Definitions.** Unless otherwise defined herein, each of the capitalized terms used in this Assignment shall have the meaning ascribed to it in the Phase 3 Agreement.

2. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, K-Tech hereby irrevocably conveys, transfers and assigns to OCP all its right, title and interest in and to the following (the "Assigned IP"): (a) the Option IP (including, for the avoidance of doubt, the Supplier IP, K-Tech's joint ownership interest in the Project IP, K-Tech's joint ownership interest in the Uranium Extraction Application, the Uranium Extraction Patents and any know-how or trade secrets developed or acquired by K-Tech before or during the Exclusivity Period that relate to the extraction of uranium from Phosphates as is further described and set forth, without limitation, in Schedule 1 hereto); (b) all patents that issue from the Option IP and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing, and any patents or patent applications from which any of them claim priority or



that claim priority from any of them, and all inventions disclosed and claimed in any of the foregoing (the "Assigned Patents"); and (c) all rights, privileges and protections of any kind whatsoever of K-Tech accruing under the Option IP (including the Assigned Patents) provided under the applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including, but not limited to, the right to file foreign patent applications and license recordings.

3. Recordation and Further Actions.

3.1 K-Tech hereby authorizes the Commissioner for Patents for the USPTO and the appropriate officers of the USPTO and all other jurisdictions in which any of the Assigned IP are or may be recorded, registered or pending, to record and register this Assignment upon request by OCP. From time to time after the Effective Date, K-Tech shall execute any and all documents, including assignments, transfers and related powers of attorney, and take all other further actions as may be requested by OCP to effect, record, perfect or enforce the transfers set forth in this Assignment.

3.2 Without limiting any of the foregoing provisions of Section 3.1, K-Tech shall, within five (5) business days following a written request from OCP, execute and deliver a power of attorney in a form provided by OCP, that (a) revokes all prior powers of attorney granted to all previous patent practitioners; and (b) appoints OCP's designee as the sole patent practitioners with authority to act for the joint owners in connection with the Option IP and Assigned Patents. In addition, K-Tech shall, within five (5) business days following a written request from OCP, cause its counsel to transfer to OCP's designee all file histories, documents, certificates, office actions, correspondence and other materials related to the filing and prosecution of any of the Option IP.

3.3 Without limiting any of the foregoing provisions of Sections 3.1 and 3.2, K-Tech shall ensure that its officers, employees, consultants, directors and agents agree to testify in connection with any administrative or legal proceedings affecting any right, title, interest or benefit of OCP in, to or under the Assigned IP and perform any other acts as OCP may deem necessary or desirable to carry out the intent of this Assignment.

4. **Representations and Warranties.** K-Tech hereby represents and warrants to OCP that: (a) K-Tech owns all right, title and interest in and to the Option IP, free and clear of liens, security interests and other encumbrances; (b) K-Tech has not disclosed, directly or indirectly, any Confidential Information to any third party, except as required to file and prosecute the Uranium Extraction Application, the Uranium Extraction Patents and any other patent applications for the Option IP; (c) K-Tech has not assigned, pledged or otherwise transferred the Option IP or granted a license, covenant not to sue, option to purchase, right of first refusal or other right of any kind in the Option IP to any third party; (d) K-Tech possesses, and has the full right, power and authority to assign and transfer to OCP, the Assigned IP, and following the execution and delivery of this Assignment, OCP shall own all interests in and to the Option IP and Assigned Patents; (e) the execution and performance by it of its obligations hereunder will not constitute a breach of, or conflict with, any other material agreement or arrangement, whether written or oral, by which it is bound; (f) no representations or warranty made in this Assignment, nor in any schedule, certificate, list or other instrument furnished or to be furnished pursuant to this Assignment or in connection with the transactions contemplated herein contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact which is necessary in order to make the statements contained herein or therein not false or misleading; and (g) this Assignment is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof.

5. **Indemnification.** K-Tech shall defend, indemnify and hold harmless OCP, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements, arising from or relating to any breach by K-Tech of any representation, warranty or other obligation in this Assignment.

6. **Terms of the Phase 3 Agreement.** The Parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Phase 3 Agreement and the Call Option Exercise Agreement, to which reference is made for a further statement of the rights and obligations of K-Tech and OCP with respect to the Assigned IP. In particular, K-Tech acknowledges and agrees that clauses 13.7 through 13.12 of the Phase 3 Agreement shall expire upon the date hereof. The representations, warranties, covenants, agreements and indemnities contained in this Assignment are in addition to, and not in lieu of, the representations, warranties, covenants, agreements and indemnities contained in the Phase 2 Agreement, the Phase 3 Agreement and the Call Option Exercise Agreement, all of which remain in full force and effect to the full extent provided therein.

7. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

8. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs, trustees, administrators and assigns.

9. **Governing Law.** This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, K-Tech has duly executed and delivered this Assignment as of the date first above written.

K-TECHNOLOGIES, INC.

By: William W. Berry

Name: William W. Berry

Title: VP and CTO

Name: Thomas E. Baroody

Title: PRESIDENT & CEO

ACKNOWLEDGMENT

STATE OF FL

COUNTY OF Polk

On the 16 day of March, 2020, before me personally appeared Thomas E. Baroody to me known, who, being duly sworn, did depose and say that he is the PRESIDENT/CEO of K-Technologies, Inc., the corporation described and that he duly executed the foregoing Assignment for and on behalf of K-Technologies, Inc.; being duly authorized to do so and that said individual acknowledged said Assignment to be the free act and deed of K-Technologies, Inc.

My Commission Expires:

Alexandra G. Lee
Notary Public
Printed Name:

Alexandra G. Lee
Notary Public, State of Florida
My Comm. Expires May 12, 2023
Commission No. 66326189

Alexandra G. Lee
Notary Public, State of Florida
My Comm. Expires May 12, 2023
Commission No. 66326189

PATENT

REEL: 053003 FRAME: 0432

**Schedule 1 to Assignment Agreement
Assigned Patents**

Application No.	Title	Filing date	Status
61/674,297	Process for the Recovery of Uranium from Wet-Process Phosphoric Acid Using a Single Dual or Dual Single Cycle Ion Exchange Approaches	7/21/2012	Expired
61/716,630	Process for the Recovery of Uranium from Wet-Process Phosphoric Acid Using a Single Dual or Dual Single Cycle Ion Exchange Approaches	10/22/2012	Expired
PCT/US2013/051417	Processes for the Recovery of Uranium from Industrial Phosphoric Acid Using Dual or Single Cycle Continuous Ion Exchange Approaches	7/21/2013	Completed
14/416,271	Processes for the Recovery of Uranium from Wet-Process Phosphoric Acid Using Dual or Single Cycle Continuous Ion Exchange Approaches	1/21/2015	Issued US Patent No. 9,702,026 (Issued 7/11/2017)
15/612,684	Processes for the Recovery of Uranium from Wet-Process Phosphoric Acid Using Dual or Single Cycle Continuous Ion Exchange Approaches	6/2/2017	Issued US Patent No. 10,060,011 (Issued 8/28/2018)
16/101,807	Processes for the Recovery of Uranium from Wet-Process Phosphoric Acid Using Dual or Single Cycle Ion Exchange Approaches	8/13/2018	Pending
Unfiled Application Drafted by Sally Teng at Lee & Hayes; Attorney Docket No. 0047- 0003PCT	Processes for Recovery of Uranium	Unfiled	Unfiled

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