

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6167624

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the DOCUMENT AND THE EXECUTION DATE previously recorded on Reel 052339 Frame 0027. Assignor(s) hereby confirms the ASSIGNMENT.

CONVEYING PARTY DATA

Name	Execution Date
INTRINSIQ MATERIALS, INC.	09/05/2018

RECEIVING PARTY DATA

Name:	NCC NANO, LLC
Street Address:	400 PARKER DRIVE, SUITE 1110
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78728

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16193709

CORRESPONDENCE DATA

Fax Number: (631)844-0081

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: 6318440080

Email: brobson@tb-iplaw.com

Correspondent Name: TUTUNJIAN & BITETTO P.C.

Address Line 1: 401 BROADHOLLOW ROAD, SUITE 402

Address Line 4: MELVILLE, NEW YORK 11747

ATTORNEY DOCKET NUMBER:	CH920150027US02 (1144D)
NAME OF SUBMITTER:	JAMES J. BITETTO
SIGNATURE:	/jjb/
DATE SIGNED:	06/23/2020

Total Attachments: 44

source=REDACTED - NCC-Intrinsiq Asset Purchase Agmt#page1.tif
 source=REDACTED - NCC-Intrinsiq Asset Purchase Agmt#page2.tif
 source=REDACTED - NCC-Intrinsiq Asset Purchase Agmt#page3.tif
 source=REDACTED - NCC-Intrinsiq Asset Purchase Agmt#page4.tif
 source=REDACTED - NCC-Intrinsiq Asset Purchase Agmt#page5.tif

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6051241

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTRINSIQ MATERIALS, INC.	09/14/2018
RECEIVING PARTY DATA	
Name:	NCC NANO, LLC
Street Address:	400 PARKER DRIVE
Internal Address:	SUITE 1110
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78728
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16193709
CORRESPONDENCE DATA	
Fax Number:	
<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:	6318440080
Email:	brobson@tb-iplaw.com
Correspondent Name:	TUTUNJIAN & BITETTO P.C.
Address Line 1:	401 BROADHOLLOW ROAD
Address Line 2:	SUITE 402
Address Line 4:	MELVILLE, NEW YORK 11747
ATTORNEY DOCKET NUMBER:	CH920150027US02 (1144D)
NAME OF SUBMITTER:	JAMES J. BITETTO
SIGNATURE:	/jjb/
DATE SIGNED:	04/08/2020
Total Attachments: 5	
source=Intrinsiq Patent Assignment fully executed#page1.tif	
source=Intrinsiq Patent Assignment fully executed#page2.tif	
source=Intrinsiq Patent Assignment fully executed#page3.tif	
source=Intrinsiq Patent Assignment fully executed#page4.tif	

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of September 5, 2018 (the "APA Effective Date") by NCC Nano, LLC, d/b/a Novacentrix, a Texas limited liability company ("Buyer"), Intrinsic Materials, Inc., a Delaware corporation ("Intrinsic-US"), and its wholly-owned subsidiary Intrinsic Materials Limited, a company formed under the laws of the United Kingdom ("Intrinsic-UK") Intrinsic-US and Intrinsic-UK are collectively referred to as "Seller." Seller and Buyer are sometimes referred to individually as a "Party" and collectively as the "Parties."

A. WHEREAS, Buyer and Intrinsic-US have entered into a Letter of Intent dated August 6, 2018 (the "LOI"), which anticipates the transactions covered by this Agreement (collectively, the "Proposed Transaction").

B. WHEREAS, subject to the terms of this Agreement, Seller wishes to sell to Buyer certain assets used in the conduct of the Business (as defined in Section 1.1(a) hereof) and assign the Assumed Obligations (as defined in Section 2.3 hereof) to Buyer.

C. WHEREAS, subject to the terms of this Agreement, Buyer wishes to acquire such assets and to assume the Assumed Obligations.

NOW, THEREFORE, for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Certain Definitions. For purposes of this Agreement, the term:

(a) "Business" means any activity in which the Seller has been or is currently engaged, including but not limited to the development and manufacture of inks.

(b) "Code" means the Internal Revenue Code of 1986, as amended.

(c) "Contract" means any term, condition, provision, representation, warranty, agreement, covenant, undertaking, commitment, guarantee, indemnity or other obligation which is outstanding or existing under any instrument, contract, lease or other contractual undertaking or transaction, whether written or oral, to which a Person is party or by which it or any of its business or its assets (including without limitation the Purchased Assets) is subject or is bound.

(d) "Encumbrances" means any lien, pledge, debt covenant, hypothecation, claim, charge, mortgage, security interest, encumbrance, prior assignment, option, right of first refusal, preemptive right, community property interest or restriction of any nature whatsoever (including any restriction on the transfer of any asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset).

(e) "Environmental Law" means any Law and any enforceable judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, concerning public health and safety, worker health and safety, and pollution or protection of the environment or natural resources, including without limitation those relating to the use, handling, production, transportation, treatment, storage, disposal, release or discharge of Hazardous Material, as in effect as of the date hereof and in the future.

(f) "Governmental Entity" means any federal, state, local or foreign governmental, administrative or regulatory authority, commission, body, agency, court or any judicial body or authority in the United States or the United Kingdom.

(g) "Hazardous Material" means any chemical, material or substance defined or regulated as radioactive, toxic or hazardous or as a pollutant or contaminant or waste under any applicable Environmental Law.

(h) "Intellectual Property Rights" means all United States and foreign: (a) trademarks, service marks, trade names, trade dress, domain names, copyrights and similar rights, including all goodwill associated with the foregoing and registrations and applications to register or renew the registration of any of the foregoing, (b) all United States and foreign patents (including design patents, industrial designs and utility models) and patent applications (including docketed patent disclosures awaiting filing, provisionals, reissues, revisions, divisions, continuations, continuations-in-part, extensions and re-examinations), patent disclosures awaiting filing determination, and improvements thereto, inventions (whether patentable or unpatentable and whether or not reduced to practice), and improvements thereto, processes, designs, formulae, trade secrets, know-how, ideas, research and development, manufacturing and production processes and techniques, technical data, copyrightable works, engineering notebooks, databases, customer lists and confidential information, (c) software, firmware, Internet Web sites (including the content thereof), (d) all similar intellectual property rights (including moral rights), (e) all rights to sue for and remedies against past, present and future infringements of any or all of the foregoing, (f) rights of priority and protection of interests therein under the laws of any jurisdiction, and tangible embodiments of any of the foregoing (in any medium including electronic media), and (g) licenses of any of the foregoing.

(i) "Knowledge", "know," "have no knowledge of," "do not know of" and similar phrases means (i) in the case of a natural person, the actual knowledge of the particular fact or matter of such person, and (ii) in the case of Seller, the actual knowledge of Robert Nead, who was the President and CEO of Intrinsic-US from March 12, 2015 until August 31, 2018, and is currently a Director of both Intrinsic-US and Intrinsic-UK.

(j) "Laws" means all foreign, federal, state and local constitutions, treaties, statutes, laws, codes, rules, regulations, ordinances, orders, judgments, principles of common law, decrees and other authorizations and approvals of Governmental Entities.

(k) "Permitted Encumbrances" means (i) Encumbrances for current Taxes not yet due and

payable, (ii) statutory, mechanics', laborers' and materialmen's liens arising in the ordinary course of business, (iii) statutory and contractual landlord's liens under lease agreements to which Seller is a party and not in default; and (iv) purchase-money liens which relate to obligations included in the Assumed Obligations.

(l) "Person" means an individual, corporation, partnership, limited liability company, limited liability partnership, unincorporated association, trust, joint venture or other organization or entity, including a Governmental Entity or any department, agency or political subdivision of such entities.

(m) "Tax" (including, with correlative meaning, "Taxes" and "Taxable") means (i) (A) any net income, gross income, business and occupation, admissions, gross receipts, sales, use, value added, ad valorem, transfer, transfer gains, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, rent, recording, occupation, premium, real or personal property, intangibles, environmental or windfall profits tax, alternative or add-on minimum tax, customs duty or other tax, fee, duty, levy, impost, assessment or charge of any kind whatsoever (including but not limited to taxes assessed to or on real property and water and sewer rents relating thereto), together with (B) any interest and any penalty, addition to tax or additional amount imposed by any governmental body (domestic or foreign) responsible for the imposition of any such tax (a "Tax Authority"); (ii) any liability for the payment of any amount of the type described in the immediately preceding clause: (a) as a result of being a member of a consolidated, affiliated, unitary or combined group with any other corporation or entity at any time prior to the Closing Date; and (b) any liability for the payment of any amount of the type described in the preceding clauses (i) or (ii) as a result of any express or implied obligation to any other person, including a predecessor or transferor entity, or as a result of any obligation under any agreement or arrangement with any other person.

(n) "Tax Return" means any report, return or other information (including any attached schedules or any amendments to such report, return, document, declaration or any other information) required to be supplied to or filed with any Taxing Authority or jurisdiction (foreign or domestic) with respect to any Tax, including an information return, any document with respect to or accompanying payments or estimated Taxes, or with respect to or accompanying requests for the extension of time in which to file any such report, return document, declaration or other information.

ARTICLE II PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Agreement to Purchase and Sell. Upon the terms and subject to the conditions set forth in this Agreement, upon the Closing Date, Seller shall convey, sell, transfer, assign and deliver to Buyer, and Buyer shall purchase from Seller, all right, title and interest existing now or at any time hereafter through the Closing Date (whether or not in inchoate form) in or to all of the following assets of Seller:

(a) Intellectual Property Rights. To the extent assignable or transferable, all Intellectual Property Rights owned by Seller, including, without limitation, all such rights primarily

relating to or used or held for use in connection with the Business, including, but not limited to, the trade names "Intrinsic Materials" and "Intrinsic", engineering, production and other designs, drawings, specifications, formulations, ingredient sources, suppliers, computer and electronic data processing programs and software, processes, know-how, confidential information, customer lists and files and all goodwill related thereto (together with all Intellectual Property Rights included in the other clauses of this Section 2.1, the "Purchased IP Rights"); provided that Seller shall retain, and hereby is granted, a license with respect to the Purchased IP Rights for the purposes of permitting Seller to fulfill its obligations under the In-Process Contracts (as defined in subsection 2.2(k) below) to be completed after Closing or otherwise disposing of the Inventory (as defined in subsection 2.2(i) below);

(b) Purchased Records. All of Seller's operating records, data and other materials (in any form or medium) except those which must be maintained by Seller by law, including without limitation all books, records, sales and sales promotional data, advertising materials, customer lists and records, credit information, cost and pricing information, supplier lists and records, business plans, catalogs, price lists, correspondence, mailing lists, distribution records and procedures, blueprints, research and development files, records, data and laboratory books, intellectual property disclosures, documentation related to licenses for Purchased IP Rights, accounting records, personnel records (excluding medical files) of Seller Employees (as defined by Section 4.10 below) hired by Buyer pursuant to Section 7.1 (originals to be retained by Seller as required by law), plans, specifications, surveys, title policies, property records, sales order files, manuals and other materials related to any of the foregoing items, excluding all records relating to the Excluded Assets (collectively, the "Purchased Records");

(c) Stationery, etc. All stationery, purchase orders, forms, labels, shipping material, catalogs, brochures, art work, photographs and marketing and advertising material (in any form or medium);

(d) Telecom Numbers. All of Seller's telephone, facsimile and other necessary telecom numbers and codes; and

(e) Goodwill. All of Seller's goodwill.

(f) All of Seller's copper supplies to make the Seller's inks and pastes and all of Seller's inks and pastes that are in stock as of the Closing Date (as defined below) (with Buyer covering the costs of shipping of these items to Buyer). The assets, properties and rights to be conveyed, sold, transferred, assigned and delivered to Buyer pursuant to this Section 2.1 are collectively referred to as the "Purchased Assets." All of the Purchased Assets shall be sold to Buyer free and clear of any Encumbrances, other than Permitted Encumbrances.

2.2 Excluded Assets. The Purchased Assets shall not include any assets of Seller not expressly included in Section 2.1 above (the "Excluded Assets"). Seller shall retain all Excluded Assets. Excluded Assets shall include, without limitation, the following:

(a) All deposits in transit (other than petty cash) from collected accounts receivable,

accounts receivable and collections therefrom or related thereto, cash, deposits, instruments or cash or cash equivalents held in a bank, financial institution or otherwise;

(b) Permits;

(c) All rights, recoveries, refunds, counterclaims, rights of setoff and other choses-in-action and claims (known or unknown, matured or unmatured, accrued or contingent), against third parties, including without limitation warranty and other contractual claims (express, implied or otherwise) except those that relate solely to the Purchased Assets or Assumed Obligations;

(d) All refunds or credits related to Taxes paid or incurred by Seller prior to or after Closing;

(e) The corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minutes and minute books, stock transfer books, stock certificates and other documents relating to the organization, maintenance and existence of Seller as a corporation;

(f) Any of the rights of Seller under this Agreement, including but not limited to the Purchase Price paid unto Seller pursuant to this Agreement;

(g) All policies or binders of fire, casualty, liability, title, worker's compensation, earthquake or any other form of insurance maintained by Seller;

(h) All notes and accounts receivable of Seller ("Accounts Receivable");

(i) Except as provided in Section 2.1 (f) above, inventories and all raw material, work in process and finished goods inventory on hand as of the Closing (the "Inventory");

(j) Any Hazardous Material;

(k) the contracts listed on Schedule 2.2(k), for which Seller is to complete performance and shall retain all rights and obligations thereunder (the "In-Process Contracts");

(l) Any claim, right or interest of Seller in or to any refund, rebate, abatement or other Tax attribute relating to the Business with respect to any period (or portion thereof);

(m) Any and all expenses that have been previously made by Seller that are or may be subsequently refundable to Seller as a result of the Closing, including but not limited to all property, casualty, vehicle and general liability insurance refunds, utility deposit refunds, and any other deposits or refunds;

(n) Any personnel records of employees not hired by Buyer pursuant to Section 7.1 and all medical files of Seller Employees and former employees of Seller;

(o) All employee benefit plans of Seller, to the extent not assigned to and assumed by

Buyer hereunder; and

(p) All machinery and equipment, including without limitation all manufacturing, production, maintenance, packaging, testing and other machinery, tooling and equipment, spare or replacement parts, returned goods, component parts, work-in-process, computer equipment, furniture, fixtures, plant and office equipment, stores and supplies and other tangible personal property (including, but not limited to, any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person) and any other tangible assets of Seller that are of a nature not customarily reflected in the books and records of a business, such as assets which have been written off for accounting purposes but that are still used by or of value to the Business. To protect any confidential information, Seller shall wipe clean all of Seller's information from the hard drives of all Seller computer equipment and shall shred all information related to Seller's inks and pastes that is otherwise not provided to Buyer.

2.3 No Obligations of Seller Assumed. Buyer is assuming no obligations or liabilities of Seller except obligations and liabilities that expressly relate to the Purchased Assets (for example, without limitation, patent maintenance costs). Liabilities and obligations not assumed by Buyer are referred to herein as the "Retained Liabilities" and liabilities and obligations assumed by Buyer shall be referred to herein as the "Assumed Obligations". Without limiting the generality of the foregoing, Buyer shall not assume (i) any liability of Seller for Taxes of any kind, including without limitation those resulting from the Proposed Transaction or the other Transaction Documents, or otherwise, except for any Transfer Taxes, which shall be paid by Buyer in accord with Section 9.14 below; (ii) any liability of Seller for the payment of wages, benefits, any termination or severance claims, and any other remuneration due to employees of Seller who are not offered employment by Buyer other than any Assigned Contract; (iii) any obligation of Seller to indemnify any person (including any of the shareholders of Seller) by reason of the fact that such person was a director, officer, employee, or agent of any of Seller or any subsidiary, or (iv) any liability of Seller for costs and expenses incurred in connection with this Agreement or the Proposed Transaction.

ARTICLE III DUE DILIGENCE, EARNEST MONEY, PAYMENT AND CLOSING

3.1 Consideration. Upon the terms and subject to the conditions contained in this Agreement, in consideration for the receipt of the Purchased Assets and the covenants contained herein and in full payment therefor, (i) Buyer shall pay to Seller the Purchase Price set forth in Section 3.5, and (ii) Buyer shall assume the Assumed Obligations.

3.2 Earnest Money. Pursuant to the LOI, Buyer has deposited [REDACTED] with Seller (the "Earnest Money"). The Earnest Money is non-refundable applicable toward the Purchase Price, except as provided below.

3.3 Due Diligence Period.

(a) Buyer has 5 days after the APA Effective Date (the "Due Diligence Period") to make such investigations and inspections concerning the Proposed Transaction as Buyer deems necessary, in its sole opinion, to determine if the Proposed Transaction is suitable for Buyer's purposes. If Buyer finds the Purchased Assets to be unsuitable for any reason, Buyer shall provide written notice to Seller prior to the expiration of the Due Diligence Period that Buyer does not intend to close the Proposed Transaction, in which case: (i) Buyer shall not be obligated to effect the Closing, (ii) Seller shall retain the Earnest Money as liquidated damages, and (iii) the Nondisclosure Agreement attached as Exhibit 3.3 (the "Nondisclosure Agreement") to be executed concurrently with the execution of this Agreement shall remain in full force and effect. Buyer may shorten the Due Diligence Period by providing written notice to Seller.

(b) The "Seller Due Diligence Obligations" are:

(i) Within 3 business days following the APA Effective Date, Seller shall provide Buyer with a written report detailing Seller's [REDACTED]

[REDACTED] (collectively, the "IIP Report"). The IIP Report will then be attached to this Agreement as Schedule 3.3(b) and the materials therein described will be included as a part of the Purchased Assets at Closing.

(ii) The provisions of Sections 3.2 and 3.3(a) notwithstanding, if Seller fails to timely satisfy the Seller Due Diligence Obligations, Seller will return [REDACTED] of the Earnest Money (the "Refund") to Buyer within five days of Buyer's written demand for payment of the Refund, and the Parties will have no further obligations to each other under this Agreement.

3.4 Closing. Subject to the terms and conditions set forth herein, the Proposed Transaction shall be consummated (the "Closing") on a date (the "Closing Date") that is within 5 days following the date the Due Diligence Period expires.

3.5 Purchase Price. The purchase price for the Purchased Assets (the "Purchase Price") shall be payable as follows:

(a) [REDACTED] payable by Buyer (hereinafter "NCC" in this Section 3.5) to Seller (hereinafter "Intrinsic" in this Section 3.5) at Closing.

(b) Royalty: "Royalty" means cash payments payable after Closing equal to:

(i) For Intrinsic's Inks and Pastes ("IIP"): [REDACTED] of NCC Net Sales (as defined below) resulting [REDACTED]

[REDACTED]

(ii) For Improved Copper Inks and Pastes ("ICIP"), [REDACTED]

[REDACTED]

(iii) For NCC Products Incorporating IIP and/or ICIP ("FCCL Products"), [REDACTED]

[REDACTED]

(iv) General Royalty Issues. Royalties will commence, when and if due, on [REDACTED]

[REDACTED]

(v) NCC Net Sales: [REDACTED]

[REDACTED]

[REDACTED]

(c) Earnout Payment:

[REDACTED]

(d) Royalty and Earnout Reporting:

[REDACTED]

(e) Right of First Refusal:

[REDACTED]

[REDACTED]

3.6 Allocation of Purchase Price. [REDACTED]

[REDACTED] Neither Party shall take any position inconsistent with such allocation, and any filings with and reports made to any taxing authority will be consistent with that allocation, except to the extent that one Party reasonably believes, after discussion with the other, that the foregoing will result in a violation of applicable law.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer that as of the date hereof, except as set forth on the Schedules listed by Section on the Disclosure Schedule attached as Exhibit A (the "Disclosure Schedule"), which exceptions shall be deemed to be representations and warranties as if made hereunder:

4.1 Corporate Organization, Existence and Power. Seller is a corporation duly organized and validly existing under the laws of the State of Delaware. Seller has the corporate power to own its properties and to carry on its Business as now being conducted and is duly qualified to do business and is in existence in each jurisdiction in which the failure to be so qualified and in good standing would have a material adverse effect on Seller.

4.2 Authority.

(a) Seller has all requisite corporate power and authority to enter into this Agreement and the agreements and documents relating to the Proposed Transaction (the "Transaction Documents") and to consummate the Proposed Transaction. The execution and delivery of this Agreement and the Transaction Documents and the consummation of the Proposed Transaction have been duly authorized by all necessary corporate action on the part of Seller. This Agreement and the Transaction Documents have been duly executed and delivered by Seller and constitute the legal, valid and binding obligations of Seller enforceable against Seller in accord with their respective terms subject to (i) Laws of general application relating to bankruptcy, insolvency, moratorium and the relief of debtors, and (ii) the availability of specific performance, injunctive relief and other equitable remedies.

(b) The execution and delivery of this Agreement and the Transaction Documents by Seller does not, and the performance of this Agreement and the Transaction Documents by Seller shall not, conflict with or violate Seller's Certificate of Incorporation or Bylaws, or

any Laws applicable to Seller, or by which any of its assets or properties are bound or affected.

4.3 Compliance with Laws. Seller's properties and operations are in compliance in all material respects with all Laws (including Environmental Laws) applicable to Seller or by which any of its properties or operations are bound or affected. Seller has not received any notice or other communication (whether written or oral) from any Governmental Entity regarding the presence of any Hazardous Material or any actual, alleged, possible or potential violation of, or any failure to comply with, any Law.

4.4 Consents and Approvals. Except as set forth in on Exhibit A no permit, consent, approval or authorization of, designation, declaration or filing with any Governmental Entity or any other Person is required to be made or obtained by Seller in connection with the execution, delivery and performance hereof and of the Transaction Documents and the consummation of the Proposed Transaction.

4.5 (INTENTIONALLY DELETED)

4.6 Litigation. There is no litigation, judgment, decree or order against Seller that would prevent, enjoin, or materially alter or delay any aspect of the Proposed Transaction.

4.7 Title to Purchased Assets. Seller has valid and legal title to all of the Purchased Assets, in each case free and clear of all Encumbrances other than Permitted Encumbrances. None of the Purchased Assets is held by Seller pursuant to a leasehold interest.

4.8 Intellectual Property. Schedule 4.8 lists all U.S. and foreign trademark registrations and trademark applications and U.S. and foreign patent registrations and patent applications included as Intellectual Property Rights that are used in and are (individually or in the aggregate with other such Intellectual Property Rights) material to the Business, as now being conducted, each of which Seller either has all right, title and interest in or valid and binding rights under contract to use. All registrations with and applications to Governmental Entities, if any, in respect of the Purchased IP Rights owned by Seller are valid and in full force and effect. To the Knowledge of Seller, (i) Seller is not, nor has it received any notice that it is, in default in any material respect under any contract to use the Purchased IP Rights, (ii) the Purchased IP Rights are not being infringed by any other Person, (iii) Seller has not received notice that Seller is infringing any Intellectual Property Rights of any other person in connection with the conduct of the Business, and no claim is pending or has been made to such effect, and (iv) Seller is not infringing any Intellectual Property Rights of any other person the effect of which, could reasonably be expected to have a material adverse effect on the Seller.

4.9 Taxes.

(a) Seller has timely filed or, if not yet due, will timely file all Tax Returns required to be filed by it. All such Tax Returns are true, correct and complete in all material respects. Seller has paid when due and payable all Taxes imposed upon it, its Business or its assets.

(b) There are no liens arising from or related to Taxes (other than for current Taxes not

yet due and payable) on or pending against (i) Seller or (ii) any of the assets or properties of Seller's Business, including without limitation the Purchased Assets.

4.10 Employee Matters.

(a) Schedule 4.10(a) contains a complete and accurate list of each employee, independent contractor, consultant, leased/staffing agency employee, temporary worker and agent of Seller employed or involved in any manner with the Business of Seller as of the Closing Date, including each employee on leave of absence, reduction in hours or lay-off status ("Seller Employees").

(b) No officer, director, agent, employee, consultant or contractor of Seller is bound by any Contract that purports to limit the ability of such officer, director, agent, employee, consultant or contractor to engage in, continue or perform any conduct, activity, duties or practice relating to the Business, as now being conducted. To the Knowledge of Seller, no former or current employee of Seller is a party to, or is otherwise bound by, any Contract that in any way adversely affected, affects or will affect the ability of Buyer to conduct the Business after the Closing as conducted by Seller immediately prior to the Closing.

(c) Seller has made no statements to the Seller Employees indicating or implying that Buyer has an obligation to employ or otherwise to retain their services.

4.11 Exclusive Rights. Seller, through the systems comprising a part of the Excluded Assets, will have access to the information comprising the Purchased Assets, including the IIP formulations (the "Purchased Assets Information"). Seller covenants and confirms that it will not effect the sale, disclosure or transfer of the Purchased Assets Information, it being the intent of the Parties that Buyer will hold the sole and exclusive right to the Purchased Assets (particularly including the IIP formulations) and the Purchased Assets Information upon closing of the Proposed Transaction.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article V are true and correct.

5.1 Corporate Organization, Existence and Power. Buyer is a limited liability company duly organized and validly existing under the laws of the State of Texas. Buyer has all requisite power and authority to own its properties and to carry on its business as presently conducted.

5.2 Authority.

(a) Buyer has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and the Transaction Documents and to consummate the Proposed Transaction. The execution and delivery of this Agreement and the Transaction Documents in accord with the provisions hereof, the Proposed Transaction and the performance by Buyer of its obligations hereunder and thereunder have been duly and

validly authorized by all necessary action on the part of Buyer. This Agreement and the Transaction Documents have been duly executed and delivered on behalf of Buyer and constitute the valid and binding obligations of Buyer, enforceable in accord with their respective terms, subject to: (i) Laws of general application relating to bankruptcy, insolvency, reorganization or similar laws from time to time in effect affecting creditors' rights generally; and (ii) by legal and equitable limitations on the availability of specific performance, injunctive relief and other equitable remedies.

(b) The execution and delivery of this Agreement and the Transaction Documents by Buyer does not, and the performance of this Agreement and the Transaction Documents by Buyer shall not, conflict with or violate Buyer's Certificate of Formation or Limited Liability Company Agreement, or any Laws applicable to Buyer, or by which any of its assets or properties are bound or affected.

(c) No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the Transaction Documents or the consummation of the Proposed Transaction, except for such consents, authorizations, filings, approvals and registrations which, if not obtained or made, would not have a material adverse effect on the Proposed Transaction.

5.3 Compliance with Laws. Buyer's properties and operations are in compliance in all material respects with all Laws applicable to Buyer or by which any of its properties or operations is bound or affected. Buyer has not received any notice or other communication (whether written or oral) from any Governmental Entity regarding any actual, alleged, possible or potential violation of, or any failure to comply with, any Law.

5.4 Consents and Approvals. No permit, consent, approval or authorization of, designation, declaration or filing with any Governmental Entity or any other Person is required to be made or obtained by Buyer in connection with the execution, delivery and performance hereof and of the Transaction Documents and the consummation of the Proposed Transaction.

5.5 Litigation. There is no litigation, judgment, decree or order against Buyer that would prevent, enjoin, or materially alter or delay any aspect of the Proposed Transaction, either indirectly, or as a direct result of any action taken by Buyer.

5.6 Absence of Liens. Subject to the terms and conditions set forth in this Agreement, the monies to be paid by Buyer unto Seller shall be paid by Buyer and received by Seller free and clear of any lien, charge or Encumbrance.

5.7 Financial Capacity. On the Closing Date, Buyer will have adequate financing for the Proposed Transaction.

ARTICLE VI CLOSING

6.1 Form of Documents. At the Closing, the Parties shall deliver the documents, and shall perform the acts, which are set forth in this Article VI. All documents which Seller shall deliver shall be in form and substance reasonably satisfactory to Buyer and Buyer's counsel. All documents which Buyer shall deliver shall be in form and substance reasonably satisfactory to Seller and Seller's counsel.

6.2 Buyer's Deliveries. At the Closing, Buyer shall execute and/or deliver to Seller the following:

- (a) An executed "Bill of Sale" in the form attached as Exhibit B;
- (b) An executed "Patent Assignment Agreement" in the form attached as Exhibit C;
- (c) An executed "Trademark Assignment Agreement" in the form attached as Exhibit D;
- (d) The cash portion of the Purchase Price (net of the Earnest Money), by wire transfer;
- (e) A certificate of the Secretary of Buyer as to the corporate charter documents of Buyer, resolutions of the governing persons of Buyer authorizing the execution and delivery of this Agreement and the Transaction Documents and the Proposed Transaction, and incumbency and authority of the persons signing this Agreement and the Transaction Documents for Buyer dated as of the Closing Date, in form and substance reasonably satisfactory to Seller;
- (g) A certificate executed by Buyer to the effect that, as of the Closing Date: (i) all representations and warranties made by Buyer under this Agreement are true and complete in all material respects; and (ii) all covenants, obligations and conditions of this Agreement to be performed and completed by Buyer on or before such date have been so performed; and other documents reasonably required by Seller from Buyer necessary to consummate the Proposed Transaction.

6.3 Seller's Deliveries. At or prior to Closing, Seller shall deliver to Buyer (or make available at Seller's address physical possession) of all tangible Purchased Assets, and shall execute and/or deliver or cause to be executed and/or delivered to Buyer all of the following:

- (a) An executed Bill of Sale, Patent Assignment Agreement and Trademark Assignment Agreement;
- (b) Satisfactory evidence that all Encumbrances held by any person in any of the Purchased Assets (other than Permitted Encumbrances) shall be released prior to or upon Closing;
- (c) to the extent obtained prior to Closing, such consents, authorizations, waivers, approvals of, or exemptions by, any other Person, including without limitation any Governmental Entity required to be obtained in connection with the Proposed Transaction;
- (d) a certificate of the Secretary of Seller as to the Seller's Articles of Incorporation and Bylaws, the resolutions of the board of directors and stockholders of Seller authorizing the

execution and delivery of this Agreement and the Transaction Documents and the Proposed Transaction and the incumbency and authority of the person(s) signing this Agreement and the Transaction Documents for Seller dated as of the Closing Date, in form and substance reasonably satisfactory to Buyer;

(e) a certificate executed on behalf of Seller by its President to the effect that, as of the Closing Date: (i) all representations and warranties made by Seller under this Agreement are true and complete in all material respects; and (ii) all covenants, obligations and conditions of this Agreement to be performed and completed by Seller on or before such date have been so performed; and

(f) without limitation by the foregoing, all other certificates, instruments and other documents reasonably required by Buyer from Seller necessary to consummate the Proposed Transaction, including the transfer of the Purchased Assets to Buyer in accord with this Agreement.

ARTICLE VII EMPLOYEE MATTERS

7.1 Hiring of Seller Employees.

[REDACTED]

ARTICLE VIII POST-CLOSING AGREEMENTS

8.1 Use of Name.

[REDACTED]

8.2 Further Assurances. The Parties shall execute such further documents and perform such further acts as may be necessary to transfer and convey the Purchased Assets to Buyer on the terms herein contained, and to otherwise comply with the terms of this Agreement and consummate the Proposed Transaction.

8.3 Litigation Matters.

(a) If Seller is required to defend against, or desires to prosecute, any action, suit or proceeding arising out of a claim pertaining to the business or operations of the Business prior to the Closing Date, Buyer shall provide such assistance and cooperation, including without limitation witnesses and documentary or other evidence as may reasonably be requested by Seller in connection with its defense.

(b) If Buyer is required to defend against, or desires to prosecute, any action, suit or proceeding arising out of a claim pertaining to a liability assumed or asset acquired by Buyer pursuant to this Agreement relating to the business or operations of the Business, Seller shall provide such assistance and cooperation, including without limitation witnesses and documentary or other evidence, as may reasonably be requested by Buyer in connection with its defense. Buyer shall reimburse Seller for its reasonable out-of-pocket expenses incurred in providing such assistance.

8.4 Bulk Sales Laws. Each of the Parties hereby waives compliance by the other with the so-called "bulk sales law" and any other similar Laws in any applicable jurisdiction in respect to the Proposed Transaction.

8.5 Assistance and Access to Records.

(a) To the extent relevant to Seller's Business or the Purchased Assets, Seller shall provide Buyer with such assistance as may reasonably be required in connection with (i) the preparation of any Tax Return and the conduct of any audit or other examination by any Tax Authority, (ii) any judicial or administrative proceedings relating to any liability for Taxes, and (iii) any judicial or administrative proceedings relating to any liability under Environmental Laws. Buyer shall provide Seller with reasonable access during normal business hours to all books of account, papers and records transferred to Buyer hereunder relating to above matters (the "Retained Records"), and Buyer will not destroy any Retained Records until the third anniversary of the Closing Date.

(b) Buyer agrees that it will cooperate with and make available to Seller during normal business hours all books and records related to the Business or the Purchased Assets, information and employees retained and remaining in existence for periods before and after the Closing Date that are necessary or useful in connection with any Tax filing, Tax inquiry, audit, investigation or dispute, any litigation or investigation or any other matter requiring any such information for any reasonable business purpose. In addition, Buyer shall provide Seller reasonable access to the services of any employee hired by Buyer pursuant to Section 7.1 hereof who is deemed by Seller to be necessary or useful in its efforts with respect to any tax filing, tax inquiry, audit, investigation or dispute, any litigation or investigation or any other matter requiring any such information.

8.6 Transition Services, etc.

(a) Seller shall reasonably cooperate with Buyer in its efforts to continue and maintain for the benefit of Buyer those business relationships of Seller existing prior to the Closing and

relating to the Business to be operated by Buyer after the Closing, including relationships with employees, regulatory authorities, licensors, customers, suppliers and others, and Seller will use commercially reasonable efforts to satisfy the Retained Liabilities in a manner that is not detrimental to any of such relationships; provided, however, that such obligation shall not require Seller to satisfy such Retained Liabilities in any manner different from that for which Seller is obligated with respect to the Retained Liabilities. Seller shall refer to Buyer all inquiries received by Seller and relating to the Purchased Assets, Assumed Obligations or the Business.

(b) Buyer shall reasonably cooperate with Seller in Seller's efforts to satisfy its obligations under the In-Process Contracts and shall provide Seller with reasonable access to and use of the Purchased Assets in connection with the satisfaction of Seller's obligations under the In-Process Contracts for a period of up to six months following the Closing Date. In connection with the use by the Seller of the Purchased Assets to satisfy its obligations under the In-Process Contracts, Buyer shall provide Seller access to the services of any employees hired by Buyer pursuant to Section 7.1 hereof who are deemed by Seller to be necessary or useful to its efforts to fulfill its obligations under the In-Process Contracts. Such employees shall spend no more than ten hours per month in service to Seller.

8.7 Transfer Limitations; Consent of Third Parties. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute an agreement to assign or transfer any interest in any Permit or Assigned Contract or any claim, right or benefit arising thereunder or resulting therefrom if an assignment or transfer or an attempt to make such an assignment or transfer without the consent of a third party would constitute a breach or violation thereof or affect adversely the rights of Buyer or Seller thereunder; and any transfer or assignment to Buyer by Seller of any interest under any such instrument, Assigned Contract, lease, Permit or other agreement or arrangement that requires the consent of a third party shall be made subject to such consent or approval being obtained. If any such consent or approval is not obtained on or prior to the Closing, Seller shall continue to use all commercially reasonable efforts to obtain any such approval or consent after the Closing Date until such time as such consent or approval has been obtained, and Seller will cooperate with Buyer in any lawful and economically feasible arrangement to provide that Buyer shall receive the interest of Seller in the benefits under any such Assigned Contract, including performance by Seller, as agent, if economically feasible, provided that Buyer shall undertake to pay or satisfy the corresponding liabilities for the enjoyment of such benefit to the extent Buyer would have been responsible therefor hereunder if such consent or approval had been obtained. Nothing in this Section 8.7 shall be deemed a waiver by Buyer of its right to have received on or before the Closing an effective assignment of all of the Purchased Assets nor shall this Section 8.7 be deemed to constitute an agreement to exclude from the Purchased Assets any assets described under Section 2.1.

8.8 Press Releases. Seller will obtain Buyer's prior approval of any press release to be issued following the Closing announcing the consummation of the Proposed Transaction (a "Press Release"). Following the Closing, Buyer may issue any Press Release it wishes, without further consent from Seller.

ARTICLE IX GENERAL PROVISIONS

9.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial delivery service, e-mailed or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with confirmation of receipt) to the Parties at the following address (or at such other address for a Party as shall be specified by like notice):

(a) If to Buyer, to: NCC Nano, LLC
400 Parker Drive, Suite 1110
Austin, Texas 78728
Attention: Charles Munson
Fax: 214.954.0867
e-mail: charles.munson@novacentrix.com

(b) And if to Seller, to: Intrinsic Materials, Inc.
c/o Cayuga Venture Fund
15 Thornwood Drive, Ithaca NY 14850
Fax: 607-266-9267
Email: Jennifer@CayugaVentures.com

9.2 No Other Representations; Limitations; Survival Buyer has conducted its own independent investigation, review and analysis of the business, operations, properties, premises, personnel, assets, liabilities, results of operations, financial conditions, software, technology and prospects of Seller, which investigation, review and analysis was done by Buyer and, to the extent Buyer deemed appropriate, by Buyer's representatives. Buyer acknowledges that it and its representatives have been provided access to the properties, premises, personnel and records of Seller which Buyer deemed sufficient for such purposes. In entering into this Agreement, Buyer acknowledges that it has relied solely upon the aforementioned investigation, review and analysis and not on any representations, warranties or statement of the Seller except the representations and warranties of Buyer specifically set forth in Article IV of this Agreement. It is the explicit intent of the Parties that Seller is making no representation or warranty whatsoever, express or implied, including but not limited to any implied representation or warranty as to condition, merchantability, suitability or fitness for a particular purpose as to any of the Purchased Assets, except those representations and warranties contained in Article IV of this Agreement, and nothing contained herein constitutes or shall be deemed to constitute any such express or implied warranty.

(a) It is understood that, except to the extent otherwise provided herein, Buyer takes the Purchased Assets "as is" and "where is." In particular, Seller makes no representation or warranty to Buyer with respect to any financial projection or forecast relating to the condition of the Business.

(b) IN NO EVENT WILL SELLER HAVE ANY OBLIGATIONS OR LIABILITY FOR CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROPOSED TRANSACTION OR THE SALE OR USE BY BUYER OF THE PURCHASED ASSETS.

(c) Except as otherwise provided in this Agreement, the representations and warranties in Article IV and Article V shall survive the Closing and continue in full force and effect for

three years after the Closing Date, except in the case of actual fraud prior to the Closing, which shall survive for the applicable statute of limitations.

9.3 Interpretation. When a reference is made in this Agreement to Exhibits, such reference shall be to an Exhibit to this Agreement unless otherwise indicated. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.4 Entire Agreement; No Third Party Beneficiaries. This Agreement, the other Transaction Documents and the documents and instruments and other agreements specifically referred to herein or delivered pursuant hereto, including the Exhibits, the Schedules, including the Disclosure Schedule, (a) constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof, including, without limitation, in the LOI, and (b) are not intended to confer upon any other person any rights or remedies hereunder.

9.5 Severability. If any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

9.6 Resolution of Disputes; Arbitration.

(a) If any controversy or claim (a "Controversy") arises out of or relating to this Agreement, the Parties will first attempt in good faith to have such controversy discussed by executives of the Parties. The disputing Party shall give the other Party written notice (the "Notice") of the Controversy. Within thirty (30) calendar days from the date of receipt of the Notice, the receiving Party shall submit to the disputing Party its written response (the "Response"). The Notice and the Response shall include: (a) a statement in reasonable detail of such Party's position and (b) the name and title of the executive who will represent that Party. Promptly after receipt of the Response (but in no event later than thirty (30) calendar days from the date of receipt of the Response) the executives shall meet, along with a legal representative if desired, at a mutually acceptable time and place, or by telephone, to discuss in good faith a resolution of the Controversy. Neither Party shall commence a legal action with respect to the Controversy until the above-mentioned time periods have elapsed except for legal actions seeking immediate injunctive relief.

(b) If no resolution is reached by good faith negotiation within sixty (60) days of the delivery of a Notice, Buyer or Seller may demand arbitration and the other Party hereby agrees to participate in such arbitration. If, within thirty (30) days after submission of any dispute to arbitration, the Parties cannot mutually agree on one arbitrator, then, within fifteen (15) days after the end of such thirty (30) day period, the Parties shall each select

one arbitrator. The two arbitrators so selected shall select a third arbitrator.

(c) Any such arbitration shall be held in Austin, Texas under the rules then in effect of the American Arbitration Association. The arbitrator(s) shall determine how all expenses relating to the arbitration shall be paid, including without limitation, the respective expenses of each Party, the fees of each arbitrator and the administrative fee of the American Arbitration Association. The arbitrator or arbitrators, as the case may be, shall set a limited time period and establish procedures designed to reduce the cost and time for discovery while allowing the Parties an opportunity, adequate in the sole judgment of the arbitrator or majority of the three arbitrators, as the case may be, to discover relevant information from the opposing Parties about the subject matter of the dispute. The arbitrator or a majority of the three arbitrators, as the case may be, shall rule upon motions to compel or limit discovery and shall have the authority to impose sanctions, including attorneys' fees and costs, to the same extent as a competent court of law or equity, should the arbitrators or a majority of the three arbitrators, as the case may be, determine that discovery was sought without substantial justification or that discovery was refused or objected to without substantial justification. The decision of the arbitrator or a majority of the three arbitrators, as the case may be, as to the validity and amount of any claim in such Notice shall be final, binding, and conclusive upon the Parties. Such decision shall be written and shall be supported by written findings of fact and conclusions which shall set forth the award, judgment, decree or order awarded by the arbitrator(s). Within thirty (30) days of a decision of the arbitrator(s) requiring payment by one Party to another, such Party shall make the payment to such other Party.

(d) Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

9.7 Governing Law and Venue.



9.8 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

9.9 Assignment. This Agreement and any of the rights, interests, or obligations incurred hereunder, in part or as a whole, are freely assignable by Buyer to its affiliates or subsidiaries and are otherwise assignable by Buyer only with the prior written consent of Seller to not unreasonably be withheld. Any assignment by Buyer hereunder shall not relieve Buyer from the payment and/or performance of any of Buyer's obligations hereunder, and Buyer shall remain

liable for all terms, conditions and obligations set forth in this Agreement. Except as otherwise set forth in subsection 3.5(e) above, this Agreement and any of the rights, interests or obligations named hereunder, in part or as a whole, are assignable by Seller only with the prior written consent of Buyer. This Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

9.10 Rules of Construction. The Parties agree that they have been represented by counsel during the negotiation, preparation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

9.11 Attorneys' Fees. [REDACTED]

9.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party, it being understood that all Parties need not sign the same counterpart. Facsimile and electronic signatures are acceptable for this Agreement.

9.13 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Parties. No failure on the part of any party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party in exercising any power, right, privilege or remedy under this Agreement, will operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy will preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No party shall be deemed to have waived any claim arising from this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver will not be applicable or have any effect except in the specific instance in which it is given.

9.14 Transaction Expenses: Transfer Taxes. [REDACTED]

9.15 Brokers or Finders. The Parties may engage brokers or finders to assist with the

Proposed Transaction, but each Party will hold each other harmless of and from any liability for brokerage or finders' fee or agents' commissions or any similar charges in connection with this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the APA Effective Date.

Buyer:

NCC NANO, LLC

By: 

Charles C. Munson, President

Seller:

INTRINSIQ MATERIALS, INC.

By: 

Robert Nead, Director

INTRINSIQ MATERIALS, LTD.

By: 

Robert Nead, Director

Schedules and Exhibits

Schedule 2.2(k) In-Process Contracts

Schedule 3.3(b)..... IIP Report

Exhibit A Disclosure Schedule

4.8..... Intellectual Property Rights

4.10(a)..... Seller Employees

Exhibit B Bill of Sale

Exhibit C Patent Assignment Agreement

Exhibit D Trademark Assignment Agreement

Exhibit 3.3 Mutual NDA

Schedule 2.2(k)
In-Process Contracts

NONE

Schedule 3.3(b)
IIP Report

ATTACHED

EXHIBIT A
Disclosure Schedule

EXHIBIT B

Bill of Sale

BILL OF SALE
September _____, 2018

This Bill of Sale is by and among NCC Nano, LLC, a Texas limited liability company whose address is 400 Parker Drive, Suite 1110, Austin, Texas 78728 ("**Buyer**"), Intrinsic Materials, Inc., a Delaware corporation whose address is 1200 Ridgeway Ave, Rochester, NY 14615 ("**Intrinsic-US**"), and its wholly-owned subsidiary Intrinsic Materials Limited, a company formed under the laws of the United Kingdom ("**Intrinsic-UK**"). Intrinsic-US and Intrinsic-UK are collectively "**Seller**". Seller and Buyer are collectively, the "**Parties**" and individually, a "**Party**".

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement dated September 4, 2018 (the "**APA**") regarding the assignment by Seller, and assumption by Buyer, of Seller's right title and interest in and to the Purchased Assets (as such term is defined in the APA);

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings attributed to such terms in the APA; and

WHEREAS, Seller desires to deliver to Buyer such instruments of sale, transfer, conveyance, assignment and delivery as are required to sell, convey, transfer, assign and deliver to Buyer all of the Purchased Assets.

WHEREAS, Seller has executed a Patent Assignment and a Trademark Assignment of even date herewith in favor of Buyer (collectively, the "**IP Assignments**"), reference to which instruments is here made for all purposes. The IP Assignments cover a portion of the Purchased Assets that are conveyed to Buyer hereunder.

NOW, THEREFORE, pursuant to the APA and in consideration of mutual promises it contains, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Seller hereby sells, conveys, transfers, assigns and delivers to Buyer all of the Purchased Assets, free and clear of all Encumbrances other than Permitted Encumbrances. The Purchased Assets shall include Seller's IIP, as defined in the APA (i.e., CF-001, CI-004, CI-005, CP-005, CP-006, CP-007, CP-008, IMC 4118, IMC 4210, IMC 4308, and IMC 4315).
2. **Assumption.** Buyer hereby purchases, accepts and acquires from Seller the Purchased Assets, free and clear of all Encumbrances other than Permitted Encumbrances.
3. **No Additional Warranties or Obligations.** This Bill of Sale shall not be construed as creating warranties or obligations over and above those set forth in the APA or as superseding or releasing any of the rights, duties or obligations of any Party to the APA,

and the disclaimers and limitations contained in the APA are incorporated herein by reference.

4. **Power of Attorney.** Seller hereby constitutes and appoints Buyer as its true and lawful attorney, with full power of substitution, for Seller in Seller's name, place and stead, but on behalf and for the benefit of Buyer, (a) except as provided in the APA, to demand, receive and collect from time to time any and all monies, credits, claims and rights due or to become due relating to the Purchased Assets and to give receipts and releases for and in respect to the same or any part thereof; (b) to institute and prosecute in the name of Seller or Buyer, for the benefit of Buyer, any and all proceedings at law, in equity or otherwise, which Buyer may deem proper and which relate to the Purchased Assets; (c) to collect, assert, or enforce any claim, right, title, debt, account or interest of any kind in or to any of the Purchased Assets, and to defend, compromise, settle and release any and all claims, actions, suits or proceedings in relation thereto; and (d) to do all such other acts and things in relation to the Purchased Assets as Buyer shall deem desirable. Seller hereby declares that the appointment made and the powers herein granted are coupled with an interest and are and shall be irrevocable by Seller and shall extend to Buyer's successors and assigns. This Power of Attorney applies equally in coverage, scope, power and breadth to the IP Assignments, which cover a part of the Purchased Assets.
5. **Governing Law.** This Bill of Sale shall be governed by and construed in accordance with the choice of law provisions set forth in the APA.
6. **Successors and Assigns.** This Bill of Sale shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.
7. **Further Assurances.** Seller will execute, acknowledge and deliver any such other instruments of conveyance and transfer and take such other action as may reasonably be required more effectively to convey, transfer to and vest in Buyer, and to put Buyer in, possession of the Purchased Assets conveyed, transferred and delivered under this Bill of Sale.
8. **Severability.** Should any term, provision or paragraph of this Bill of Sale be determined to be illegal or void or of no force and effect, the balance of the Bill of Sale shall survive.
9. **Counterparts.** This Bill of Sale may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of September _____, 2018.

Seller:

INTRINSIQ MATERIALS, INC.

By: _____
Robert Nead, Director

INTRINSIQ MATERIALS, LTD.

By: _____
Robert Nead, Director

ACCEPTED:

Buyer:

NCC NANO, LLC

By: _____
Charles C. Munson, President

THE STATE OF _____

§
§
§

COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 2018, by Robert Nead, in his capacity as Director of INTRINSIQ MATERIALS, INC., a Delaware corporation, on behalf of said entity.

(seal)

Notary Public, State of _____

THE STATE OF _____

§
§
§

COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 2018, by Robert Nead, in his capacity as Director of INTRINSIQ MATERIALS, LTD., a company formed under the laws of the United Kingdom, on behalf of said entity.

(seal)

Notary Public, State of _____

THE STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me this ____ day of _____, 2018, by Charles C. Munson, in his capacity as President of NCC NANO, LLC, a Texas limited liability company, on behalf of said entity.

(seal)

Notary Public, State of Texas

EXHIBIT C
Patent Assignment Agreement

PATENT ASSIGNMENT
September ____, 2018

This Patent Assignment (the "*Assignment*") is by and between Intrinsic Materials, Inc., a Delaware corporation and whose address is 1200 Ridgeway Ave, Rochester, NY 14615 ("*Assignor*"), and NCC Nano, LLC, a Texas limited liability company whose address is 400 Parker Drive, Suite 1110, Austin, Texas 78728 ("*Assignee*"). Assignor and Assignee are collectively, the "*Parties*".

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement dated September 4, 2018 (the "*APA*") regarding the assignment by Assignor, and assumption by Assignee, of substantially all of Assignor's assets;

WHEREAS, Assignor owns the applications and Letter Patents listed on Schedule A attached hereto (the "*Assigned Patents*") and wishes to sell, transfer and assign or cause to be sold, transferred and assigned to Assignee all of the rights and interest that Assignor has in the Assigned Patents;

WHEREAS, pursuant to the APA, the Parties wish to enter into a formal agreement covering the assignment and transfer of the Assigned Patents, in the form of this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor has sold, assigned, transferred and conveyed to Assignee, and Assignor does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, the following:
 - a. The worldwide right, title, and interest in all inventions and improvements (the "*Subject Matter*") disclosed in the Assigned Patents; and
 - b. The worldwide right, title, and interest in and to (1) the Assigned Patents, including any right of priority; (2) any provisional, divisional, continuation, substitute, renewal, reissue, and other related applications to the Assigned Patents that have been or may be filed in the United States or elsewhere in the world; (i) any patents that may be granted on the applications set forth in (1) and (2) above; and (ii) the right to sue in Assignee's own name and to recover for past infringement of any or all of any applications or patents issuing from the Assigned Patents, together with all rights to recover damages for infringement of rights or provisional rights.
2. Assignor agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths,

assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to Assignee the rights, titles and interests herein conveyed; and (2) generally do all lawful acts that Assignee shall consider desirable for vesting in Assignee the rights, titles, and interests herein to all of the patents held by Assignor as of the date of this Assignment, regardless of whether such patents are listed on Schedule A hereto. Assignor further agrees to provide any successor, transferee, assignee, or legal representative of Assignee with the benefits and assistance provided to Assignee hereunder.

3. Assignor represents that Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests conveyed to Assignee under this Assignment.

4. Assignor hereby constitutes and appoints Assignee as its true and lawful attorney, with full power of substitution, for Assignor in Assignor's name, place and stead, but on behalf and for the benefit of Assignee, (a) except as provided in the APA, to demand, receive and collect from time to time any and all monies, credits, claims and rights due or to become due relating to the Assigned Patents and to give receipts and releases for and in respect to the same or any part thereof; (b) to institute and prosecute in the name of Assignor or Assignee, for the benefit of Assignee, any and all proceedings at law, in equity or otherwise, which Assignee may deem proper and which relate to the Assigned Patents; (c) to collect, assert, or enforce any claim, right, title, debt, account or interest of any kind in or to any of the Assigned Patents, and to defend, compromise, settle and release any and all claims, actions, suits or proceedings in relation thereto; and (d) to do all such other acts and things in relation to the Assigned Patents as Assignee shall deem desirable. Assignor hereby declares that the appointment made and the powers herein granted are coupled with an interest and are and shall be irrevocable by Assignor and shall extend to Assignee's successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of September _____, 2018.

Assignor:

INTRINSIQ MATERIALS, INC.

By: _____
Robert Nead, Director

ACCEPTED:

Assignee:

NCC NANO, LLC

By: _____
Charles C. Munson, President

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 2018, by Robert Nead, in his capacity as Director of INTRINSIQ MATERIALS, INC., a Delaware corporation, on behalf of said entity.

(seal)

Notary Public, State of _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this _____ day of _____, 2018, by Charles C. Munson, in his capacity as President of NCC NANO, LLC, a Texas limited liability company, on behalf of said entity.

(seal)

Notary Public, State of Texas

Schedule A

Letter Patents

Letter Patents for which applications are pending:

EXHIBIT D

Trademark Assignment Agreement

TRADEMARK ASSIGNMENT

September ____, 2018

THIS TRADEMARK ASSIGNMENT (the "*Assignment*") is by and between Intrinsic Materials, Inc., a Delaware corporation and whose address is 1200 Ridgeway Ave, Rochester, NY 14615 ("*Assignor*"), and NCC Nano, LLC, a Texas limited liability company whose address is 400 Parker Drive, Suite 1110, Austin, Texas 78728 ("*Assignee*"). Assignor and Assignee are collectively, the "*Parties*".

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement dated September 4, 2018 (the "*APA*") regarding the assignment by Assignor, and assumption by Assignee, of substantially all of Assignor's assets;

WHEREAS, Assignor owns the trademarks and trademark applications listed on Schedule A attached hereto (the "*Assigned Trademarks*") and wishes to sell, transfer and assign or cause to be sold, transferred and assigned to Assignee all of the rights and interest that Assignor has in the Assigned Trademarks;

WHEREAS, pursuant to the APA, the parties have decided to enter into a formal agreement covering the assignment and transfer of the Assigned Trademarks, in the form of this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby sells, assigns, and transfers to Assignee the entire right, title, interest in and to the Assigned Trademarks and the goodwill of the business symbolized by each such Assigned Trademark in the applicable country to be held and enjoyed by Assignee, its successors and assigns.
2. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Assigned Trademarks and to bring any proceeding in the national trademark offices or any equivalent agency in any country for cancellation or opposition, or any other proceeding in connection with said Assigned Trademarks. The right, title and interest assigned by this Assignment is to be held and enjoyed by Assignee, and its successors and assigns, as fully and exclusively as such right, title and interest would have been held and enjoyed by Assignor and its affiliates had this Assignment not been made.
3. Assignor represents that Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests conveyed to Assignee under this Assignment.

4. Assignee will record the assignment of the Assigned Trademarks at the national trademark offices where the Assigned Trademarks are registered and any expenses incurred in connection with the recordation of this assignment shall be borne by Assignee. Assignee is responsible for obtaining any individual country assignment documents that may be necessary for recording the assignment of the Assigned Trademarks. Assignor hereby undertakes to give its reasonable assistance to Assignee in recording the assignment of the Assigned Trademarks.
5. Each Party shall provide such reasonable cooperation, shall perform such further reasonable acts, and shall execute and deliver such reasonable documents and affidavits that may be necessary to effect the assignment and transfer of the Assigned Trademarks (including but not limited to the Assigned Trademarks set forth on Schedule A) in accordance with the intent of the APA.
6. Assignor hereby constitutes and appoints Assignee as its true and lawful attorney, with full power of substitution, for Assignor in Assignor's name, place and stead, but on behalf and for the benefit of Assignee, (a) except as provided in the APA, to demand, receive and collect from time to time any and all monies, credits, claims and rights due or to become due relating to the Assigned Trademarks and to give receipts and releases for and in respect to the same or any part thereof; (b) to institute and prosecute in the name of Assignor or Assignee, for the benefit of Assignee, any and all proceedings at law, in equity or otherwise, which Assignee may deem proper and which relate to the Assigned Trademarks; (c) to collect, assert, or enforce any claim, right, title, debt, account or interest of any kind in or to any of the Assigned Trademarks, and to defend, compromise, settle and release any and all claims, actions, suits or proceedings in relation thereto; and (d) to do all such other acts and things in relation to the Assigned Trademarks as Assignee shall deem desirable. Assignor hereby declares that the appointment made and the powers herein granted are coupled with an interest and are and shall be irrevocable by Assignor and shall extend to Assignee's successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of September _____, 2018.

Assignor:

INTRINSIQ MATERIALS, INC.

By: _____
Robert Nead, Director

ACCEPTED:

Assignee:

NCC NANO, LLC

By: _____
Charles C. Munson, President

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 2018, by Robert Nead, in his capacity as Director of INTRINSIQ MATERIALS, INC., a Delaware corporation, on behalf of said entity.

(seal)

Notary Public, State of _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me this _____ day of _____, 2018, by Charles C. Munson, in his capacity as President of NCC NANO, LLC, a Texas limited liability company, on behalf of said entity.

(seal)

Notary Public, State of Texas

Schedule A

Assigned Trademarks for which trademark applications are pending:

Assigned Trademarks which are not registered or for which registration has not been sought:

EXHIBIT 3.3

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "NDA") is dated as of September 5, 2018, and made between Intrinsic Materials Incorporated, a company registered in Delaware, and its subsidiaries and affiliates (collectively, "IMI"), and NCC Nano, LLC, d/b/a NovaCentrix ("NCC"). IMI and NCC collectively referred to as the "Parties" or in the singular as a "Party".

THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The Parties may disclose certain confidential and proprietary information to each other for the purpose of collaborating on development of copper based inks and pastes and the possible acquisition of IMI assets by NCC (the "Purpose"). The Parties agree that disclosure between the Parties may include the exchange of valuable and confidential and proprietary information of both IMI and NCC, and each of the Parties agree to receive and hold the confidential and proprietary information received from the other pursuant to this Agreement.
2. Proprietary Information. "Proprietary Information" means any information, including but not limited to business and technical information, disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") under this Agreement, whether in writing, orally, visually, in the form of samples or models or other forms, provided that such information (i) if written, is clearly and conspicuously marked as being proprietary or confidential, and (ii) if oral, visual or in other non-written form, is designated as Proprietary Information at the time of disclosure but only if subsequently confirmed in writing. IIP formulations are Proprietary Information. Proprietary Information also includes any information the Disclosing Party can show was obtained by the Receiving Party by examination, testing or analysis of any hardware and component part thereof, software or material samples provided by the Disclosing Party notwithstanding the fact that the requirements for marking or designation referred to above is not fulfilled.
3. Receiving Party Obligations. The Receiving Party shall:
 - 3.1 hold the Disclosing Party's Proprietary Information in strict confidence and restrict access thereto to such of the Receiving Party's officers, directors, employees, and agents who need such access for the Purpose;
 - 3.2 not use Proprietary Information disclosed to the Receiving Party pursuant to this Agreement for any reason other than the Purpose;
 - 3.3 not disclose Proprietary Information disclosed to the Receiving Party pursuant to this Agreement to any third party without first obtaining the Disclosing Party's prior consent in writing, which consent, if given, may be subject to the third party entering into a direct agreement for non-disclosure with the Disclosing Party;

- 3.4 not copy Proprietary Information disclosed to the Receiving Party under this Agreement in whole or in part except as reasonably necessary for the Purpose; and
- 3.5 with respect to samples provided to the Receiving Party, the Receiving Party shall not reverse engineer, disassemble, or make any other attempt to ascertain the composition or the properties and characteristics of any sample, except for evaluation purposes and only in conjunction with the Purpose as specifically authorized by Disclosing Party in advance. Information derived from the samples and results obtained from any tests or evaluation performed on the samples constitutes Proprietary Information and is subject to the obligations of confidentiality and non-use herein. The Receiving Party shall not incorporate such information into any patent application or other intellectual property instrument.
4. Exceptions. The obligations and restrictions provided in Section 3 of this Agreement shall not apply to any of the information that the Receiving Party can show:
- 4.1 is in the unrestricted and exclusive possession of the Receiving Party at the time of disclosure hereunder, or
- 4.2 is already or hereafter becomes available to the public otherwise than through the fault or negligence of the Receiving Party, or
- 4.3 is lawfully obtained by the Receiving Party from a third party with full rights of disclosure and without similar obligations of confidence, or
- 4.4 is independently developed by or for the Receiving Party without reference to Proprietary Information disclosed hereunder.
5. Governing Law and Venue. This Agreement is governed by and the rights and obligations of the Parties shall be construed in all respects in accordance with Texas law, and the Parties hereby irrevocably submit to the exclusive jurisdiction of the State and Federal Courts located in Travis County, Texas.
6. The Proposed Transaction. The Parties understand and agree that the Receiving Party does not acquire by implication or otherwise any right in or title to or license in respect of Proprietary Information disclosed to the Receiving Party pursuant to this Agreement. The foregoing notwithstanding, if the Parties are able to close an asset purchase transaction as contemplated by the Purpose (the "Proposed Transaction"), NCC will not be restricted by this Agreement with respect to NCC's use, deployment, development, enhancement or commercialization by NCC of the rights and assets that are purchased by NCC pursuant to the Proposed Transaction.
7. Disclosure. Nothing in this Agreement places any obligation on either Party to disclose Proprietary Information, which Information is supplied at the entire discretion of the Disclosing Party.

8. No Partnership. Nothing in this Agreement grants to a Party the right to make commitments of any kind for, or on behalf of, another Party. This Agreement is not intended to be, nor shall it be construed to create a joint venture, teaming relationship, partnership, or other formal business arrangement and no party has the right or obligation to share any of the profits or bear any of the losses of another party under any contract or subcontract performed in conjunction herewith. This Agreement shall not be construed in any manner to be an obligation to enter into a subcontract or contract or to result in any claim whatsoever by one party against another for reimbursement of cost for any effort expended.
9. Term. This Agreement shall remain in force for ten (10) years from the date hereof after which it will automatically terminate unless renewed by mutual written consent of the Parties.
10. Return of Proprietary Information. If the Proposed Transaction fails to occur, the Receiving Party will on request of the Disclosing Party return to the Disclosing Party all documents containing the Disclosing Party's Proprietary Information, together with all relevant samples and models which it has in its possession pursuant to this Agreement.
11. Termination of Prior Nondisclosure Agreement. The prior Nondisclosure Agreement between the Parties dated June 10, 2009 is hereby terminated.
12. Miscellaneous. Captions are for convenience and not interpretation of this Agreement. The points of contact for the disclosure of Proprietary Information under this Agreement are the officers signing below on behalf of the Parties.

Intrinsic Materials, Inc.

By: 

Robert L. Nead, Director

NCC Nano, LLC

By: 

Charles C. Munson, President