506331827 10/30/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6378578

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
HUFFMAN, LLC	11/30/2018	

RECEIVING PARTY DATA

Name:	OPTOMEC, INC.	
Street Address:	3911 SINGER BLVD NE	
City:	ALBUQUERQUE	
State/Country:	NEW MEXICO	
Postal Code:	87109	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7473160

CORRESPONDENCE DATA

Fax Number:

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: 312-380-6500

Email: knakagama@dennemeyer-law.com **Correspondent Name:** DENNEMEYER & ASSOCIATES, LLC

Address Line 1: 2 N. RIVERSIDE PLAZA

Address Line 2: **SUITE 1500**

Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	USPM10166531
NAME OF SUBMITTER: STEVEN M. SHAPE	
SIGNATURE:	/Steven M. Shape/
DATE SIGNED:	10/30/2020

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of November 30, 2018 is made by HUFFMAN, LLC ("Seller"), a South Carolina limited liability company, in favor of OPTOMEC, INC. ("Buyer"), a Delaware corporation, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer, Seller, and CONTOUR PRECISION GROUP, LLC, a North Carolina limited liability company ("Parent"), dated as of November 30, 2018 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):
 - (a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
 - (b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - (c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record

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and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

- 3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This IP 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 IP 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

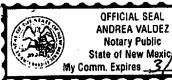
[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.				
	HUFFMAN, LLE			
	By: Name: DENN'S 5. TERRY Title: PRESIDENT Address for Notices:			
ACKNOWLEDGMENT				
STATE OF))SS.			
COUNTY OF)			
On theday of	ent, who, being duly sworn, did depose I capacity as the <i>Alouden L</i> of any, and acknowledged the instrument			
AGREED TO AND ACCEPTED:	OPTOMEC, INC			
	By:			
ACKNOWLEDGMENT				
STATE OF))SS.			
COUNTY OF)			
On theday of, 2018, before, personally known to me (or proved to me on the person whose name is subscribed to the foregoing instrume and say that he/she executed the same in his/her authorized OPTOMEC, INC, a Delaware corporation, and acknowled deed of OPTOMEC, INC for the uses and purposes mention	ent, who, being duly swom, did depose I capacity as the of ged the instrument to be the free act and			
My Commission Expires:	Notary Public Printed Name:			
[Signature page to Intellectual F	Property Assignment Agreement]			

PATENT REEL: 054229 FRAME: 0288 IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written. HUFFMAN, LLC By: Name: Title: Address for Notices: **ACKNOWLEDGMENT** STATE OF)SS. **COUNTY OF** , 2018, before me personally appeared , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the _ HUFFMAN, LLC, a South Carolina limited liability company, and acknowledged the instrument to be the free act and deed of HUFFMAN, LLC for the uses and purposes mentioned in the instrument. **Notary Public** Printed Name: My Commission Expires: OPTOMEC, INC AGREED TO AND ACCEPTED: Name: David Ramahi Title: CEO Address for Notices: 3911 Singer Blvd NE Albuquerque, NM 87109 **ACKNOWLEDGMENT** STATE OF NEW MEXICO COUNTY OF BELNALI LLO On the 5th day of Delember, 2018, before me personally appeared David Ramahi, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the Dresident of OPTOMEC, INC, a Delaware corporation, and acknowledged the instrument to be the free act and deed of OPTOMEC, INC for the uses and purposes mentioned in the instrument. My Commission Expires: 3/9/2/

[Signature page to Intellectual Property Assignment Agreement



SCHEDULE 1 ASSIGNED PATENTS AND PATENT APPLICATIONS

Title	Jurisdiction	Patent/Application Number	
METHOD OF REMOVING A COATING FROM A SUBSTRATE	UNITED STATES	6905396	
METHOD AND APPARATUS FOR GRINDING A WORKPIECE	UNITED STATES	7473160	
METHOD AND APPARATUS FOR REPAIRING TURBINE COMPONENTS	UNITED STATES	8140179	
METHOD AND APPARATUS FOR REMOVING COATINGS FROM A SUBSTRATE USING MULTIPLE SEQUENTIAL STEPS	UNITED STATES	7544112	
METHOD FOR SELECTIVELY REMOVING PORTIONS OF AN ABRADABLE COATING USING A WATER JET	UNITED STATES	8622784	
METHOD AND APPARATUS FOR GRINDING A WORKPIECE	UNITED STATES	7699685	
METHOD AND APPARATUS FOR STRIPPING HOLES IN A METAL SUBSTRATE	UNITED STATES	8380338	
METHOD AND APPARATUS FOR REMOVING COATINGS FROM A SUBSTRATE USING MULTIPLE SEQUENTIAL STEPS	UNITED STATES	7896726	
METHOD AND APPARATUS FOR STRIPPING HOLES IN A METAL SUBSTRATE	SINGAPORE	SG200902838-2	
METHOD AND APPARATUS FOR SELECTIVELY REMOVING PORTIONS OF AN ABRADABLE COATING	GERMANY	DE602009010155-2	
METHOD AND APPARATUS FOR SELECTIVELY REMOVING PORTIONS OF AN ABRADABLE COATING	FRANCE	FR2140973	
METHOD AND APPARATUS FOR SELECTIVELY REMOVING PORTIONS OF AN ABRADABLE COATING	UNITED KINGDOM	GB2140973	
METHOD AND APPARATUS FOR SELECTIVELY REMOVING PORTIONS OF AN ABRADABLE COATING	ITALY	IT502012902108920	
METHOD AND APPARATUS FOR SELECTIVELY REMOVING PORTIONS OF AN ABRADABLE COATING	SINGAPORE	SG201305115-6	

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SCHEDULE 2 ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	File Date	Reg. Number	Reg. Date	Class	Jurisdiction
HUFFMAN	4/25/11	4283536	1/29/13	IC 007. US 013 019 021 023 031 034 035. IC 009. US 021 023 026 036 038. IC 037. US 100 103 106. IC 041. US 100 101 107. IC 042. US 100 101.	US
HUFFMAN	4/25/11	4160060	6/19/12	IC 007. US 013 019 021 023 031 034 035. IC 037. US 100 103 106. IC 041. US 100 101 107. IC 042. US 100 101.	US

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RECORDED: 10/30/2020

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