

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6404075

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ATOM NANO ELECTRONICS, INC.	08/01/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ATOM H2O, LLC
<b>Street Address:</b>	921 SOUTH ANDREASEN
<b>City:</b>	ESCONDIDO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92029
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14577157
<b>Application Number:</b>	15169375
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)852-0004
<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>	
<b>Phone:</b>	9498520000
<b>Email:</b>	pair@kppb.com
<b>Correspondent Name:</b>	KPPB LLP
<b>Address Line 1:</b>	2190 S. TOWNE CENTRE PLACE
<b>Address Line 2:</b>	SUITE 300
<b>Address Line 4:</b>	ANAHEIM, CALIFORNIA 92806
<b>ATTORNEY DOCKET NUMBER:</b>	A57-07002.DIV
<b>NAME OF SUBMITTER:</b>	AGNES POON
<b>SIGNATURE:</b>	/Agnes Poon/
<b>DATE SIGNED:</b>	11/16/2020
<b>Total Attachments: 6</b>	
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### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Atom NanoElectronics, Inc.

**2. Name and address of receiving party(ies)**

Name: Atom H2O, LLC

Internal Address: \_\_\_\_\_

Street Address: 921 South Andreasen

City: Escondido

State: CA

Country: US Zip: 92029

Additional name(s) of conveying party(ies) attached?  Yes  No

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 08/01/2020

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**4. Application or patent number(s):**

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

14/577,157  
15/169,375

B. Patent No.(s)

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: KPPB LLP

Internal Address: Suite 300

Street Address: 2190 S. Towne Centre Place

City: Anaheim

State: CA Zip: 92806

Phone Number: 949.852.0000

Docket Number: A57-07002.DIV

Email Address: pair@kppb.com

**6. Total number of applications and patents involved:** 3

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized UserName \_\_\_\_\_

**9. Signature:** /John W. Peck/

11/16/2020

Signature

Date

John W. Peck

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT**

**REEL: 054382 FRAME: 0378**

## ASSIGNMENT AGREEMENT

WHEREAS, We, Atom NanoElectronics, Inc., a Delaware Corporation, having a place of business at 440 S. Hindry Avenue, Suite E, Los Angeles, California 90301, (Assignor(s)) are an assignee of certain new and useful inventions, improvements and/or designs set forth in an application for Letters Patent listed in the attached appendices (Assigned Patents and Patent Applications;

WHEREAS, Atom H2O, LLC, a Delaware limited liability company, having a place of business at 921 South Andreasen, Escondido, California 92029 (Assignee, is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and/or designs and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, Assignor(s) and Assignee do hereby enter into the following Assignment Agreement.

### 1. Definitions

The Assigned Patent Rights includes:

- the Assigned Patents and Patent Applications;
- all Letters Patent granted based upon an application for Letters Patent forming part of the Assigned Patent Rights;
- any inventions, improvements, and designs disclosed by an application for Letters Patent forming part of the Assigned Patent Rights;
- any provisional patent application to which priority is claimed (such as under 35 U.S.C. § 119(e)) by an application for Letters Patent forming part of the Assigned Patent Rights and any conversion (such as under 37 C.F.R. 1.53(c)(2) or (3)) that has not previously been assigned by the Assignor(s);
- all divisional applications, continuation applications, continuation-in-part applications, and design patent applications claiming priority to an application for Letters Patent forming part of the Assigned Patent Rights;
- any revival, reissue, reexamination, renewal or extension of a Letters Patent or an application for Letters Patent forming part of the Assigned Patent Rights;
- any substitute application filed based upon an application for Letters Patent forming part of the Assigned Patent Rights;
- any priority rights associated with an application for Letters Patent forming part of the Assigned Patent Rights, including priority under International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms and all applications in which a right of priority is claimed and any Letters Patent, Design Patent, Utility Model, or equivalent granted therefrom;

any legal equivalents of priority rights associated with an application for Letters Patent forming part of the **Assigned Patent Rights**, including priority under International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms and all applications in which a right of priority is claimed and any Letters Patent, Design Patent, Utility Model, or equivalent granted therefrom; and

any right in and to all income, royalties, damages, and payments now, in the past, or hereafter due or payable which may be granted, and in and to all causes of action and other enforcement rights, and the right to sue, counterclaim, and recover for past, present, and future infringement of any right arising from the filing of an application for Letters Patent forming part of the **Assigned Patent Rights**.

## 2. Assignment of the Assigned Patent Rights

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Assignor(s)** confirm that they have and/or otherwise do hereby sell, assign, and transfer to **Assignee**, and the successors, and assigns of the **Assignee** all right, title, and interest in and to the **Assigned Patent Rights** for the United States and its territorial possessions and in all foreign countries and jurisdictions.

## 3. Cooperation Agreement

The **Assignor(s)** further agree without further or additional consideration, but at the expense of **Assignee**, to:

promptly provide **Assignee**, upon request, with all pertinent facts and documents relating to the **Assigned Patent Rights**, including, but not limited to, copies of any documents evidencing conception and/or reduction to practice within **Assignor(s)**' possession;

cooperate with **Assignee** in the protection and prosecution of the **Assigned Patent Rights**;

testify with respect to all pertinent facts and documents relating to the **Assigned Patent Rights** in any interference, post grant review, inter partes review, litigation, or proceeding relating thereto;

review, execute, verify, acknowledge and deliver to **Assignee** or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue, or enforce the **Assigned Patent Rights**;

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perform such other acts as Assignee lawfully may request to obtain or maintain the **Assigned Patent Rights**, and

not to challenge the validity and/or enforceability of the **Assigned Patent Rights**, or aid, abet, encourage, participate in, or induce any such challenge by

#### **4. Assignor(s) Representations**

The **Assignor(s)** hereby represent and warrant that they have not entered and will not enter into any assignment, license agreement, sale agreement, lien, or encumbrance involving any of the **Assigned Patent Rights** that has not been disclosed to **Assignee** or that conflicts with the assignment of the **Assigned Patent Rights**.

#### **5. Authorization to issue patents in name of Assignee**

The **Assignor(s)** and **Assignee** hereby confirm that the assignment to the **Assignee** of all rights in the **Assigned Patent Rights** includes authorization by the **Assignor(s)** for the United States Commissioner of Patents and Trademarks, and officials of any other country whose duty it is to issue patents on applications, to issue any Letters Patent arising from the **Assigned Patent Rights** to the **Assignee**, its successors, or assigns.

**Assignor(s)** grants the attorney of record the power to insert on this **Assignment** any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This **Assignment** may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same **Assignment**.

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IN TESTIMONY WHEREOF, I, Kris Smolinski, confirm that I have authority to act on behalf of the Assignor(s) and hereunto set my hand this 1st day of August, 2020

Kris Smolinski   
Chairman & CEO

Atom NanoElectronics, Inc.

440 S. Hindry Avenue

Los Angeles, CA 90301

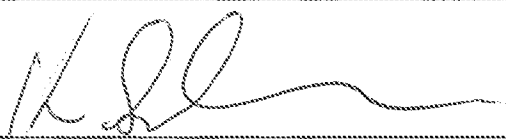


Witnessed by:

Nina Smolinski

I, who have authority to act on behalf of the Assignee, hereby accept this Assignment:

Kris Smolinski Chairman & CEO 8-1-20

Name  Title Date

Signature

A57-07002

APPENDIX A

TO ASSIGNMENT AGREEMENT

Our Ref.	Patent or Application No.	Country	Filing Date	Title
A57-07002	14/577,157	US	Dec 19, 2014	Active Matrix Light Emitting Diodes Display Module with Carbon Nanotubes Control Circuits and Methods of Fabrication
A57-07002.CON	15/169,375	US	May 31, 2016	Active Matrix Light Emitting Diodes Display Module with Carbon Nanotubes Control Circuits and Methods of Fabrication
A57-07002.PRO	62/074,750	US	Nov 4, 2014	Active Matrix Light Emitting Diodes Display Module with Carbon Nanotube Control Circuits and Methods of Fabrication