

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6607161

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VIKTOR KOLDIAEV	03/14/2014
RECEIVING PARTY DATA	
Name:	FEMTOMETRIX, INC.
Street Address:	2815 MCGAW AVENUE
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92614
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16703709
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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:	9497600404
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE, MARTENS, OLSON & BEAR, LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	FMETRX.010C2
NAME OF SUBMITTER:	SERAH R. FRIEDMAN
SIGNATURE:	/Serah Friedman/
DATE SIGNED:	03/17/2021
Total Attachments: 4	
source=2021-03-17 Assignment (Koldiaev)- FMETRX.010C#page1.tif	
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "*Assignment*") is made and entered into effective as of March 4, 2014 by Viktor Koldiaev, Marc Kryger and John Changala (each an "*Assignor*") in favor of FemtoMetrix, Inc., a Nevada corporation (the "*Company*"), with the intent that each provision hereof constitute a binding obligation of Assignor for the benefit of the Company.

R E C I T A L S

WHEREAS, Assignor is an author and co-inventor of the Assigned Assets (as defined below), and Assignor desires to assign and transfer to the Company all of Assignor's right, title and interest in and to the Assigned Assets and other related rights as a contribution to the capital of the Company.

NOW THEREFORE, the undersigned hereby agree as follows:

1. **Certain Definitions**. As used herein, the following terms will have the meanings set forth below:

1.1 **Assigned Assets**. The term "*Assigned Assets*" means all Intellectual Property and Intellectual Property Rights owned by Assignor by virtue of inventorship or otherwise that are in or included in the following patent application prepared by Company and as reviewed by Assignor prior to filing and United States (US) provisional patent application:

WAFER METROLOGY TECHNOLOGIES including sections:

- A. PUMP AND PROBE TYPE SHG METROLOGY
- B. CHARGE DECAY MEASUREMENT SYSTEMS AND METHODS
- C. TEMPERATURE-CONTROLLED METROLOGY
- D. FIELD-BIASED SHG METROLOGY

together with all Derivatives and Embodiments of any of the foregoing.

1.2 **Derivative**. The term "*Derivative*" means: (i) any derivative work of the Assigned Assets (as defined in Section 101 of the U.S. Copyright Act); (ii) all improvements, modifications, alterations, adaptations, enhancements and new versions of the Assigned Assets; and (iii) all technology, inventions, products or other items that, directly or indirectly, incorporate, or are derived from, any part of the Assigned Assets.

1.3 **Intellectual Property**. The term "*Intellectual Property*" means all technology and intellectual property, regardless of form, including without limitation: (a) published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, derivative works, literary works, maskworks, and sound recordings ("*Works of Authorship*"); (b) inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items ("*Inventions*"); (c)

words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features (“**Trademarks**”); and (d) information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques (“**Confidential Information**”).

1.4 **Intellectual Property Rights.** The term “**Intellectual Property Rights**” means, collectively, all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: (a) rights in, arising out of, or associated with Works of Authorship, including without limitation rights in maskworks and databases and rights granted under the Copyright Act (“**Copyrights**”); (b) rights in, arising out of, or associated with Inventions, including without limitation rights granted under the Patent Act (“**Patent Rights**”); (c) rights in, arising out of, or associated with Trademarks, including without limitation rights granted under the Lanham Act (“**Trademark Rights**”); (d) rights in, arising out of, or associated with Confidential Information, including without limitation rights granted under the Uniform Trade Secrets Act (“**Trade Secret Rights**”); (e) rights in, arising out of, or associated with a person’s name, voice, signature, photograph, or likeness, including without limitation rights of personality, privacy, and publicity (“**Personality Rights**”); (f) rights of attribution and integrity and other moral rights of an author (“**Moral Rights**”); and (g) rights in, arising out of, or associated with domain names (“**Domain Name Rights**”).

1.5 **Embodiment.** The term “**Embodiment**” means all documentation, drafts, papers, designs, schematics, diagrams, models, prototypes, source and object code (in any form or format and for all hardware platforms), computer-stored data, diskettes, manuscripts and other items describing all or any part of the Assigned Assets, any Derivative, any Intellectual Property Rights or any information related thereto or in which all of any part of the Assigned Assets, any Derivative, any Intellectual Property Right or such information is set forth, embodied, recorded or stored.

2. **Assignment.** As a contribution to the capital of the Company, Assignor hereby forever sells, assigns, transfers, releases and conveys to the Company, and its successors and assigns, Assignor’s entire right, title and interest in and to each and all of the Assigned Assets.

3. **Assignor Representations and Warranties.** Assignor represents and warrants to the Company that Assignor is an owner, inventor and/or author of, and that Assignor owns, and can grant exclusive right, title and interest in and to, each of the Assigned Assets in his part and that none of the Assigned Assets are subject to any dispute, claim, prior license or other agreement, assignment, lien or, to Assignor’s knowledge and without investigation, rights of any third party, or any other rights that might interfere with the Company’s use, or exercise of ownership of, any Assigned Assets. Assignor further represents and warrants to the Company that the Assigned Assets are free of any claim of any prior employer or third party client of Assignor or any school, university or other institution Assignor attended, and that Assignor is not aware of any claims by any third party to any rights of any kind in or to any of the Assigned Assets. Assignor agrees to immediately notify the Company upon becoming aware of any such claims.

4. **Further Assurances.** Assignor agrees to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes

and intent of this Assignment. Assignor further agrees, promptly upon request of the Company, or any of its successors or assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, application for copyright, patent or other intellectual property right protection, or any other papers which may be necessary or desirable to fully secure to the Company, its successors and assigns, all right, title and interest in and to each of the Assigned Assets, and to cooperate and assist in the prosecution of any opposition proceedings involving said rights and any adjudication of the same. Further, Assignor agrees never to assert any claims, rights or moral rights in or to any of the Assigned Assets.

5. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

6. **Governing Law.** This Assignment will be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws.

7. **Entire Agreement.** This Assignment and the documents referred to herein, constitute the entire agreement and understanding of the undersigned with respect to the subject matter of this Assignment, and supersede all prior understandings and agreements, whether oral or written, between or among the undersigned and/or the Company with respect to the specific subject matter hereof.

8. **Successors and Assigns; Assignment.** Except as otherwise provided in this Assignment, this Assignment, and the rights and obligations of Assignor and the Company hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Assignment. No party to this Assignment may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Assignment, except with the prior written consent of the Company. An assignment by operation of law includes, without limitation, (i) a merger, reorganization, consolidation or other transaction in which the shareholders of such party before such merger, reorganization, consolidation or other transaction own less than fifty percent (50%) of the outstanding voting equity securities of the surviving corporation, (ii) a sale or other transfer of all or substantially all of the assets of such party, or (iii) a transfer of more than fifty percent (50%) of the outstanding voting equity securities of such party in one transaction or a series of related transactions.

9. **Titles and Headings.** The titles, captions and headings of this Assignment are included for ease of reference only and will be disregarded in interpreting or construing this Assignment. Unless otherwise specifically stated, all references herein to "sections" and "exhibits" will mean "sections" and "exhibits" to this Assignment.

10. **Severability.** If any provision of this Assignment is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the undersigned. If such clause or provision cannot be so enforced, such provision shall be stricken from this Assignment and the remainder of this Assignment shall be enforced as if such invalid, illegal or

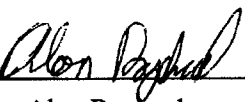
unenforceable clause or provision had (to the extent not enforceable) never been contained in this Assignment.

11. **Waivers.** No waiver of, or modification of any obligation under this Assignment will be enforceable unless set forth in a writing signed by the Company. No delay or failure to require performance of any provision of this Assignment shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Assignment as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.


12. **Facsimile Signatures.** This Assignment may be executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the Company. The original signature copy shall be delivered to the Company by mail. The failure to deliver the original signature copy and/or the nonreceipt of the original signature copy shall have no effect upon the binding and enforceable nature of this Assignment.

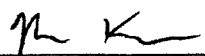
IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment effective as of the date and year first above written.

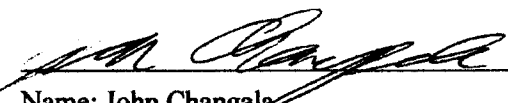
FEMTOMETRIX, INC.:

By: 
Name: Alon Raphael
Title: President

ASSIGNORS:


Name: Viktor Koldiaev
Capacity: Individual


Name: Marc Kryger
Capacity: Individual


Name: John Changala
Capacity: Individual