

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI353254

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AUTONOMIC MATERIALS (assignment for the benefit of creditors), LLC	04/09/2024
RECEIVING PARTY DATA	
Company Name:	No Corrosion, LLC
Street Address:	1601 Forum Place, Suite 205
City:	West Palm Beach
State/Country:	FLORIDA
Postal Code:	33407
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9296895
CORRESPONDENCE DATA	
Fax Number:	5037962900
<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:	(503)222-9981
Email:	mcanich@schwabe.com
Correspondent Name:	Melissa Canich
Address Line 1:	Schwabe Williamson & Wyatt, P.C.
Address Line 2:	1211 SW Fifth Avenue, Suite 1900
Address Line 4:	Portland, OREGON 97204
ATTORNEY DOCKET NUMBER:	142002
NAME OF SUBMITTER:	Melissa Canich
SIGNATURE:	Melissa Canich
DATE SIGNED:	07/10/2024
Total Attachments: 3	
source=AMI_ABC_to_NoCo_04-09-2024#page1.tiff	
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EXHIBIT 9.1 (c)

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “Assignment”) is hereby entered into on April 9, 2024 (the “Effective Date”), by, between, and among AUTONOMIC MATERIALS (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Autonomic Materials, Inc. (“Assignor”), and No Corrosion, LLC (“Assignee”).

1. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor’s right, title and interest in, to and under, all of the following (hereafter collectively referred to as “Intellectual Property”):

(i) the entire worldwide right, title and interest of Assignor in and to each and all patents in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said patents and applications, including but not limited to those set forth in **Schedule A** hereto, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of any of said patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if the assignment set forth in this Assignment had not been made;

(ii) the full and complete right to file patent applications in the name of the Assignor, at the Assignee’s, or its designee’s election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world;


(iii) the entire right, title and interest of Assignor in and to any patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same;

(iv) any and all copyrights throughout the world, including any and all applications, registrations, and like protections, whether registered or not, whether published or unpublished, together with all common law rights therein, and the right of Assignor to sue for and recover damages or profits arising out of past, present, or future infringement of any and all of said rights as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made;

(v) any and all trade secret rights, including rights Assignor may have under the laws governing confidential information or rights in law to prevent the unauthorized use or disclosure of such information.

2. Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey, transfer and assign to Assignee, and Assignee hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Assignor in, to and under the Intellectual Property, including all worldwide right, title and interest of Assignor in, to and under the Intellectual Property, together with the right of Assignor to claim priority in all countries in accordance with international law, any and all rights of Assignor corresponding to said Intellectual Property in countries throughout the world, and all of Assignor's rights to sue for past, present or future infringement of said Intellectual Property worldwide together with all claims for damages by reason of past, present or future infringement of said Intellectual Property, and the right to sue for and collect the same for Assignee's own use and enjoyment, all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor hereby authorizes and requests the United States Patent and Trademarks Office to issue said Patents and Trademarks in accordance with this Assignment.
3. Assignor represents and warrants that Assignor has made no other agreements establishing any other encumbrances, liens, security interests, or third-party interests on or to the Intellectual Property, and that Assignor has full and complete authority to make this Assignment.
4. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.
5. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
6. This Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Assignor and Assignee executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

By: 

Name: Michael Maily

Title: Manager, Autonomic Materials
 (assignment for the benefits of creditors)LLC
 in its capacity as assignee for Autonomic Materials, Inc.

SCHEDULE A

Patents

Patent #9296895