

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI440783

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/22/2012
CONVEYING PARTY DATA	
Name	Execution Date
Dennis Clift	08/11/2024
RECEIVING PARTY DATA	
Company Name:	Syntec Diamond Tools, Inc.
Street Address:	964 Borra Place
City:	Escondido
State/Country:	CALIFORNIA
Postal Code:	92029
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9487933
CORRESPONDENCE DATA	
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<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>	
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ATTORNEY DOCKET NUMBER:	SYNTE-G2738
NAME OF SUBMITTER:	J. Holland
SIGNATURE:	J. Holland
DATE SIGNED:	08/20/2024
Total Attachments: 5	
source=2024.08.12.Syntec.Patent Assignment Agreement(30233303.1)_FINAL-Signed#page1.tiff	
source=2024.08.12.Syntec.Patent Assignment Agreement(30233303.1)_FINAL-Signed#page2.tiff	
source=2024.08.12.Syntec.Patent Assignment Agreement(30233303.1)_FINAL-Signed#page3.tiff	
source=2024.08.12.Syntec.Patent Assignment Agreement(30233303.1)_FINAL-Signed#page4.tiff	
source=2024.08.12.Syntec.Patent Assignment Agreement(30233303.1)_FINAL-Signed#page5.tiff	

NUNC PRO TUNC PATENT ASSIGNMENT AGREEMENT

This **NUNC PRO TUNC PATENT ASSIGNMENT AGREEMENT** (“Patent Assignment”), is intended to be and is effective as of the respective date(s) of March 9, 2010 and March 22, 2012 (for the corresponding Patent Applications in Schedule 1 hereto (as discussed herein; those being the respective Filing Dates of those applications), even though this document is signed on the later date set forth by the signatures below August 11, 2024; the “Effective Date”). This Patent Assignment is made by and between Dennis Clift, an individual residing in West Beach, South Australia (“Assignor”), and Syntec Diamond Tools, Inc., a California corporation (“Assignee”). Assignor and Assignee are sometimes referred to herein each individually as a “Party” and collectively as the “Parties”.

RECITALS

A. Assignor intends to enter into an Equity Securities Purchase Agreement (the “Purchase Agreement”) by and among Assignor, the other seller parties thereto (together with Assignor, the “Sellers”) and ACQ, LLC, a Nevada limited liability company (“Purchaser”), pursuant to which Sellers will sell to Purchaser, and Purchaser will purchase from the Sellers, all of the issued and outstanding equity securities of Assignee.

B. The execution and delivery of this Patent Assignment is a condition to the closing of the transactions contemplated by the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. As indicated above, the Parties (a) intended that this Patent Assignment be effective at least as early as the application filing date(s) indicated above, and (b) continue to intend that assignment to be effective as of those respective date(s). Accordingly, the Parties confirm that the assignment herein is effective as of those earlier date(s), and the Parties further intend and Assignor therefore does also assign to Assignee any and all rights to pursue infringement of said Assigned rights, by any party that has occurred since those earlier date(s) or that may occur at any time in the future (following the actual signing of this Patent Assignment).

2. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor’s right, title, and interest in and to the following:

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisionals, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);

(b) all rights of any kind whatsoever of Assignor accruing under the Patents provided by applicable law;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Patents; and

(d) any and all claims and causes of action with respect to the Patents, 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, 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.

3. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee.

4. Assignor agrees to reasonably assist Assignee in every legal way to evidence, record, and perfect this Patent Assignment and, if necessary, to register, enforce, maintain, and defend the assigned rights in the future. If Assignee is unable for any reason whatsoever to secure any Assignor's signature to any document it is entitled to under this Patent Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on his or its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

5. Capitalized terms used but not defined in this Patent Assignment shall have the meanings assigned to such terms in the Purchase Agreement. The Parties acknowledge and agree that this Patent Assignment is entered into pursuant to the Purchase Agreement. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded, extended or altered 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. This Patent Assignment shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction).

7. This Patent Assignment may be executed and delivered in two or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. The exchange of copies of this Patent Assignment and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Patent Assignment as to the Parties and may be used in lieu of the original agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

8. This Patent Assignment shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns.

* * * * *

IN WITNESS WHEREOF, the Parties have executed this Patent Assignment effective as of the Effective Date.


ASSIGNOR:

Dennis Clift

Dennis Clift

ASSIGNEE:

Syntec Diamond Tools, Inc.

By: 
Name: Paul Freer
Title: President

Schedule 1

Assigned Patents

Patents			
Application No. Filing Date	Patent No. Issue Date	Title	Status
Appl. No.: 14/386,768 Filing Date: March 22, 2012	9,487,933 November 8, 2016	Cutting Blade Apparatus and Methods	Abandoned
Appl. No.: 29/357/250 Filing Date: March 9, 2010	D701,891 April 1, 2014	Grinding Element (Design Patent)	Issued