

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT1801705

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ultra Safe Nuclear Corporation	01/10/2025
RECEIVING PARTY DATA	
Company Name:	Kronos MMR Inc.
Street Address:	10 Times Square
Internal Address:	30th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	11264141
PCT Number:	US1914606
Patent Number:	7931080
Patent Number:	8186430
PCT Number:	US0704852
Patent Number:	7980304
Patent Number:	8377165
PCT Number:	US0703098
PCT Number:	US0713643
CORRESPONDENCE DATA	
Fax Number:	4125621041
<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:	2028087374
Email:	joan.bice@bipc.com
Correspondent Name:	Sunjeev S. Sikand
Address Line 1:	1737 King Street
Address Line 2:	Suite 500
Address Line 4:	Alexandria, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	USN to Kronos

PATENT

NAME OF SUBMITTER:	Joan Bice
SIGNATURE:	/Joan Bice/
DATE SIGNED:	02/06/2025
Total Attachments: 9 source=USNC - Nano - Intellectual Property Assignment Agreement-Kronos MMR- Fully Executed#page1.tiff source=USNC - Nano - Intellectual Property Assignment Agreement-Kronos MMR- Fully Executed#page2.tiff source=USNC - Nano - Intellectual Property Assignment Agreement-Kronos MMR- Fully Executed#page3.tiff source=USNC - Nano - Intellectual Property Assignment Agreement-Kronos MMR- Fully Executed#page4.tiff source=USNC - Nano - Intellectual Property Assignment Agreement-Kronos MMR- Fully Executed#page5.tiff source=USNC - Nano - Intellectual Property Assignment Agreement-Kronos MMR- Fully Executed#page6.tiff source=USNC - Nano - Intellectual Property Assignment Agreement-Kronos MMR- Fully Executed#page7.tiff source=USNC - Nano - Intellectual Property Assignment Agreement-Kronos MMR- Fully Executed#page8.tiff source=USNC - Nano - Intellectual Property Assignment Agreement-Kronos MMR- Fully Executed#page9.tiff	

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “*Assignment*”), effective as of January 10, 2025, is made by and among (a) (i) **ULTRA SAFE NUCLEAR CORPORATION**, a Delaware corporation, (ii) **ULTRA SAFE NUCLEAR CORPORATION – TECHNOLOGIES**, a Washington Corporation, (iii) **USNC HOLDINGS, LLC**, a Washington limited liability company, (iv) **GLOBAL FIRST POWER LIMITED**, a Canadian corporation, and (v) **USNC-POWER, LTD.**, a British Columbia corporation (each of the foregoing, an “*Assignor*” and collectively, the “*Assignors*”), (b) **NANO NUCLEAR ENERGY INC.**, a Nevada corporation (“*Buyer*”), and (c) **Kronos MMR Inc.**, a Nevada corporation (“*Assignee*”) and a subsidiary of Buyer. Assignors, Buyer and Assignee are each referred to herein individually as a “*Party*” and collectively, as the “*Parties*.”

WHEREAS, Assignors and Buyer are parties to that certain Asset Purchase Agreement, dated as of December 18, 2024 (as amended, including, without limitation, by the First Amendment to Asset Purchase Agreement, dated as of January 10, 2025 (the “*APA Amendment*”), the “*Purchase Agreement*”), pursuant to which Buyer shall acquire certain assets of Assignors consisting of the Purchased Assets and Assumed Liabilities; and

WHEREAS, in accordance with the Purchase Agreement, at the Closing, subject to the payment of the Purchase Price by Buyer, Buyer may assign any or all of its rights and obligations under the Purchase Agreement, including the right to receive all of the Purchased Assets, to one or more wholly-owned subsidiaries of Buyer without the need to obtain the consent of Assignors; provided, that no such assignment will relieve Buyer of its obligations under the Purchase Agreement and Buyer will remain secondarily liable for such obligations;

WHEREAS, as set forth in the APA Amendment, Buyer has elected to assign and delegate to Assignee its rights and obligations with respect to the Purchased Assets and Assumed Liabilities that are part of the Business described in clause (i) of the definition thereof (but excluding the Purchased Subsidiary, the Canadian Contracts and any rights of the Assignors with respect to the Demonstration Project conducted by the Project Partnership) (the “*MMR Business*”); and

WHEREAS, in accordance therewith, Assignors desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of the Intellectual Property that is included in the Purchased Assets that are part of the MMR Business (the “*Intellectual Property*”), including without limitation the Intellectual Property set forth on Schedule A attached hereto.

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

1. **Definitions.** Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. **Assignment.** Assignors do hereby assign to Assignee, effective as of the Closing, all of its legal and equitable right, title, and interest of whatever nature throughout the world, including all common law rights, in and to Assignors’ Intellectual Property, whether patentable or not and whether registered or not, and all registrations and applications for registrations of any of Assignors’ Intellectual Property, including without limitation the registrations and applications identified on Schedule A attached hereto (the foregoing, collectively, the “*Assigned Property*”), together with the goodwill of the Business symbolized by the Assigned Property, and together with all of such Assignors’ rights of priority and right to income, to licensing fees, and to sue and recover for past, present, and future claims or causes of action arising out of or related to any infringements, dilutions, or misappropriations of the Assigned Property, which right, title, and interest is being assigned free and clear of all encumbrances, the same to have and to hold by the

Assignee as fully and entirely as the same would have been held by the Assignors had this Assignment not been made.

For all Intellectual Property or Assigned Property that comprises a patent or patent application, the assignment of said Intellectual Property includes the entire worldwide right, title, and interest in and to the same, the inventions, improvements, and discoveries disclosed therein, and any and all related patent applications and patents which may be applied for or granted therefor in the United States and in all foreign countries and jurisdictions, including, without limitation, all divisions, continuations, continuations-in-part, reissues, reexaminations, renewals, restorations, extensions, counterparts, substitutes, and extensions thereof, and all rights of priority resulting from the filing of such applications and granting of such patents; and all applications for industrial property protection, including, without limitation, all applications for patents and utility models, which may hereafter be filed in any country or countries, together with the right to file such applications and the right to claim the priority rights derived from the respective patent application under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents and utility models which may hereafter be filed for said patent or patent application in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, and inventors' certificates which may be granted for said patent or patent application in any country or countries and all extensions, renewals, and reissues thereof.

For all Intellectual Property or Assigned Property that constitutes a United States intent-to-use trademark application, the transfer of such application(s) accompanies, pursuant to the Purchase Agreement, the transfer of Assignors' business(es), or that portion(s) of the business(es) to which the trademark(s) and application(s) pertain, and such business(es) is ongoing and existing.

For all Intellectual Property or Assigned Property that constitutes a copyright, Assignors hereby irrevocably waive in favor of Assignee, to the extent permitted by applicable law, any and all claims any of them may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to such Intellectual Property and Assigned Property to which the assigned copyrights apply.

Assignors hereby authorize and request the Director of the United States Patent and Trademark Office to issue any United States patent, and foreign patent authorities to issue any foreign patent, granted for the Intellectual Property, to Assignee, its successors, legal representatives, and assigns, the entire worldwide right, title, and interest in and to the same to be held and enjoyed by Assignee, its successors, legal representatives, and assigns to the full end of the terms for which any and all such patents may be granted, as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made; and each undersigned inventor agrees to execute any and all documents and instruments and perform all lawful acts reasonably related to recording this Assignment or perfecting title to all related patents and patent applications, to Assignee, its successors, legal representatives, and assigns, whenever reasonably requested by Assignee, its successors, legal representatives, or assigns.

Each such Assignor authorizes and requests Assignee to request the United States Patent and Trademark Office ("USPTO"), and any similar foreign agency, to record this Assignment and Assignee as assignee or transferee of all Intellectual Property that comprises a patent(s) or trademark(s) or application(s) therefor and shall, promptly upon presentation to such Assignor by Assignee, execute, or procure the execution of, such transfer documents and provide such information as required by the USPTO, and each such Assignor hereby covenants that such Assignor has full right to convey such Assignor's entire interest

herein assigned, and that such Assignor has not executed, and will not execute, any agreements in conflict herewith.

3. Further Assurances. Each such Assignor hereby agrees to execute, at Assignee's expense, all documents for use in applying for and obtaining patent, trademark, and copyright registrations and other rights and protections relating to the Assigned Property and enforcing the same, as Assignee may reasonably request, together with any assignments thereof to Assignee or persons designated by it. In the event Assignee is unable, after reasonable effort, to secure such Assignor's signature on any document or documents needed to apply for or prosecute any patent, trademark, copyright, or other right or protection relating to any Assigned Property, for any reason whatsoever, each such Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as such Assignor's agent and attorney-in-fact to act for and on such Assignor's behalf to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution of any patents, trademarks, copyrights, or similar protections thereon with the same legal force and effect as if executed by such Assignor.

4. Validity Disputes; Use. Each such Assignor agrees to assist Assignee, upon Assignee's reasonable request and at Assignee's sole expense, in any pending or threatened suits or actions by third parties challenging the validity or enforceability of any Assigned Property. Further, each such Assignor shall not directly or indirectly, challenge, nor assist any third party in challenging, Assignee's ownership of or right to use any of the Assigned Property or the validity of any Assigned Property or a registration or application pertaining thereto. Each such Assignor shall not directly or indirectly use, register, or attempt to register or use any domain name, trade name, trademark, or service mark that implies an association between such Assignor and Assignee or is confusingly similar to any of the Assigned Property.

5. No Third-Party Beneficiaries. Nothing in this Assignment, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation, association, or other entity, other than Assignee, Buyer, Assignors, and each of their respective successors and assigns, any remedy or claim under or by reason of this Assignment or any agreement, term, covenant, or condition hereof, and all of the agreements, terms, covenants, and conditions contained in this Assignment shall be for the sole and exclusive benefit of Assignee, Buyer, Assignors, and each of their respective successors and assigns.

6. No Additional Representations. This Assignment is subject in all respects to the provisions of the Purchase Agreement. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance, or enlarge any right, obligation, liability, claim, or remedy created by the Purchase Agreement or any ancillary agreement thereto. In the event of any conflict or inconsistency between the terms and conditions set forth in this Assignment and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

7. Modification. This Assignment may not be modified except by a writing executed by all the Parties hereto.

8. Assignment. The terms of this Assignment shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and each of their respective successors and assigns.

9. Governing Law. This Assignment and the legal relations among the Parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to principles of conflict of laws) as to all matters.

10. Headings; Interpretation. The paragraph headings in this Assignment are for convenience only and such headings form no part of this Assignment and shall not affect its interpretation. This

Assignment will be interpreted, enforced and construed in a manner consistent with the Purchase Agreement.

11. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement, and the execution of a counterpart of the signature page to this Assignment shall be deemed the execution of a counterpart of this Assignment. This Assignment may also be executed through the use of electronic signature, which each Party acknowledges and agrees is a lawful means of obtaining signatures in the United States. The delivery of this Assignment and the Parties' executed counterpart signature pages hereto may be made by e-mail transmission of a PDF document, and such signatures shall be treated as original signatures for all applicable purposes.

12. Filing. Each such Assignor hereby agrees that this Assignment may be recorded with the USPTO, the United States Copyright Office, and any other office, including similar foreign offices, deemed applicable by Assignee, and, accordingly, that Assignee will be reflected as the successor in title to the Intellectual Property and all applications and registrations therefore.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by the Parties as of the date first written above.

ASSIGNORS:

ULTRA SAFE NUCLEAR CORPORATION,
a Delaware corporation

By: Steven Cuevas
Name: Steven J. Cuevas
Title: EVP Legal Affairs (General Counsel)

**ULTRA SAFE NUCLEAR CORPORATION -
TECHNOLOGIES,**
a Washington corporation

By: Steven Cuevas
Name: Steven J. Cuevas
Title: Director

USNC HOLDINGS, LLC,
a Washington limited liability company

By: Steven Cuevas
Name: Steven J. Cuevas
Title: Authorized Signatory

GLOBAL FIRST POWER LIMITED,
a Canadian corporation

By: Steven Cuevas
Name: Steven J. Cuevas
Title: Authorized Signatory and EVP Legal
Affairs (General Counsel)

USNC-POWER LTD.,
a British Columbia corporation

By: Steven Cuevas
Name: Steven J. Cuevas
Title: Secretary and EVP Legal Affairs
(General Counsel)

ASSIGNEE:

NANO NUCLEAR ENERGY INC.,
a Nevada corporation

By: James Walker _____
Name: James Walker
Title: CEO

BUYER DESIGNEE:

KRONOS MMR INC.,
a Nevada corporation

By: Jiang Yu _____
Name: Jiang Yu
Title: President

[Signature Page to Intellectual Property Assignment]

SCHEDULE A

Patents:

File #	Previous File #	Country Name	Matter Type	Status	Title	Application #	Date Filed	Priority Date	Patent #	Grant Date	Publication Number	OPT Publication Date
2103150-000071	USN-119EP	European Patent Office	Utility - NSPCT	Issued	COMPOSITE MODERATOR FOR NUCLEAR REACTOR SYSTEMS	197570948	01/22/2019	01/22/2018	3743926	04/03/2024	3743926	12/02/202
2103150-0000368	USN-119GB	United Kingdom	Utility - NSPCT	Issued	COMPOSITE MODERATOR FOR NUCLEAR REACTOR SYSTEMS		01/22/2019	01/22/2018	3743926	04/03/2024		
2103150-000074	USN-119JP	Japan	Utility - NSPCT	Issued	COMPOSITE MODERATOR FOR NUCLEAR REACTOR SYSTEMS	2020-561578	01/22/2019	01/22/2018	7287742	05/29/2023	2021-51234	05/13/2021
2103150-000075	USN-119KR	Republic of Korea	Utility - NSPCT	Issued	COMPOSITE MODERATOR FOR NUCLEAR REACTOR SYSTEMS	10-2020-7024224	01/22/2019	01/22/2018	10-2561185	07/25/2023	10-2020-0106551	09/14/2020
2103150-000045	USN-119US	United States of America	Utility - ORG	Issued	COMPOSITE MODERATOR FOR NUCLEAR REACTOR SYSTEMS	16/254,019	01/22/2019	01/22/2018	11264141	03/01/2022	US-2020-0027587-A1	01/23/2020
2103150-000046	USN-119WO	PCT	Utility - ORG	Completed	COMPOSITE MODERATOR FOR NUCLEAR REACTOR SYSTEMS	PCT/US2019/014606	01/22/2019	01/22/2018			WO2019/164617	08/29/2019
2103150-000077	USN-119ZA	South Africa	Utility - NSPCT	Issued	COMPOSITE MODERATOR FOR NUCLEAR REACTOR SYSTEMS	2020/04578	01/22/2019	01/22/2018	2020/04578	12/22/2021		
2103150-000197	USN-143CA	Canada	Utility - NSPCT	Issued	METHOD AND SYSTEM FOR EXTRACTION OF HYDROCARBONS FROM OIL SANDS	2,643,214	02/23/2007	02/24/2006	2643214	04/12/2016		

PATENT

REEL: 070131 FRAME: 0454

File #	Previous File #	Country Name	Matter Type	Status	Title	Application #	Date Filed	Priority Date	Patent #	Grant Date	Publication Number	OP1 Publication Date
2103150-000198	USN-143US	United States of America	Utility - NSPCT	Issued	METHOD AND SYSTEM FOR EXTRACTION OF HYDROCARBONS FROM OIL SANDS	12/279,256	02/23/2007	02/24/2006	7931080	04/26/2011	US2009/0236092	09/24/2000
2103150-000199	USN-143US1	United States of America	Utility - CON	Issued	METHOD AND SYSTEM FOR EXTRACTION OF HYDROCARBONS FROM OIL SANDS	13/090,819	04/20/2011	02/24/2006	8186430	05/29/2012	US 2011-0198085 A1	08/18/2011
2103150-000200	USN-143WO	PCT	Utility - ORG	Completed	METHOD AND SYSTEM FOR EXTRACTION OF HYDROCARBONS FROM OIL SANDS	US07/004852	02/23/2007	02/24/2006				
2103150-000201	USN-144CA	Canada	Utility - NSPCT	Issued	METHOD AND SYSTEM FOR EXTRACTION OF HYDROCARBONS FROM OIL SHALE	2,641,521	02/06/2007	02/06/2006	2641521	06/28/2016		
2103150-000203	USN-144US1	United States of America	Utility - CON	Issued	METHOD AND SYSTEM FOR EXTRACTION OF HYDROCARBONS FROM OIL SHALE	12/250,206	10/13/2008	01/19/2006	7980304	07/19/2011	US 2009-0044943 A1	02/19/2009
2103150-000204	USN-144WO	PCT	Utility - ORG	Completed	METHOD AND SYSTEM FOR EXTRACTION OF HYDROCARBONS FROM OIL SHALE	PCT/US2007/003098	02/06/2007	02/06/2006				
2103150-000205	USN-145US	United States of America	Utility - ORG	Issued	RECOVERY OF ELEMENTS FROM HYDROTHERMAL PRODUCTS	13/360,210	01/27/2012	01/28/2011	8377165	02/19/2013	US2012/0125153	05/24/2012
2103150-000207	USN-146WO	PCT	Utility - ORG	Completed	METHOD AND SYSTEM FOR EXTRACTION OF HYDROCARBONS FROM OIL SHALE	PCT/US2007/013643	06/08/2007	11/17/2006				

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Trademarks

Title	Matter Type	Country Name	Status	Application #	Date Filed	Registration #	Registration Date
MICRO MODULAR REACTOR	Trademark - ORG	South Africa	Published	2017/37424	12/20/2017		
MNR	Trademark - ORG	Canada	Registered	1873907	12/19/2017	TMA1,146,250	10/14/2022
MNR	Trademark - ORG	China	Registered	28348353	12/27/2017	28348353	12/14/2018
MNR	Trademark - ORG	European Union	Registered	17644105	12/27/2017	17644105	04/30/2018
MNR	Trademark - ORG	United Kingdom	Registered	17644105	12/27/2017	UK00917644105	04/30/2018
MNR	Trademark - ORG	Republic of Korea	Registered	40-2017-0164340	12/21/2017	40-1443943	02/07/2019
MNR	Trademark - ORG	United States of America	Registered	87/506,599	06/27/2017	6,463,792	08/24/2021
MNR	Trademark - ORG	South Africa	Published	2017/37423	12/20/2017		
MICRO-MODULAR	Trademark - ORG	United States of America	Registered	87/868,813	04/09/2018	7,049,155	05/09/2023

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RECORDED: 02/06/2025