

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Para Tech Coating, Inc.		10/25/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Para Tech Coating, Inc. Charitable Remainder Trust		
Doing Business As:			
Street Address:	1036 Eureka Place		
City:	Chula Vista		
State/Country:	CALIFORNIA		
Postal Code:	91913		
Entity Type:	Charitable Trust: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77114734	CONFORMX	
Serial Number:	77108171	PARA TECH COATING, INC. THE DIFFERENCE I	
Serial Number:	76146806	PTC	
CORRESPONDENCE DATA			
Fax Number:	8586220411		
<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:	8586227878		
Email:	todd@teepleshall.com		
Correspondent Name:	Teepleshall, LLP		
Address Line 1:	9255 Towne Centre Drive, 500		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Arlynn Macdonald		
SIGNATURE:	/Arlynn Macdonald/		
DATE SIGNED:	12/20/2016		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSETS AND INTANGIBLE PROPERTY ASSIGNMENT
AGREEMENT

THIS INTELLECTUAL PROPERTY ASSETS AND INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT (the "Assignment Agreement") is made and entered into to be effective as of October 25, 2016, between PARA TECH COATING, INC., a California corporation ("Assignor") and THE PARA TECH COATING, INC. CHARITABLE REMAINDER TRUST ("Assignee").

RECITALS

A. Pursuant to that certain trust instrument for the Para Tech Coating, Inc. Charitable Remainder Trust dated October 25, 2016, by and between Assignor and Assignee (the "CRUT Agreement"), Assignee has agreed to acquire and accept from Assignor, and Assignor has agreed to transfer, assign, convey, set over and deliver to Assignee, all right, title and interest of Assignor in and to the Intellectual Property Assets and Intangible Property (Schedule "A" attached) as such terms are defined in Schedule "B" attached hereto.

B. The consummation of the transactions contemplated by the CRUT Agreement is conditioned, in part, upon the execution and delivery of this Assignment Agreement by Assignee and Assignor.

NOW, THEREFORE, in consideration of the respective undertakings and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows.

1. Assignment. In accordance with and subject to the CRUT Agreement, Assignor does hereby transfer, assign, convey, set over and deliver to Assignee all right, title and interest of Assignor in and to Assignor's Intellectual Property Assets and Intangible Property (Schedule "A"). For purposes of clarification, Assignor and Assignee acknowledge that Assignor held no Patents and; therefore, no Patents were transferred pursuant to the CRUT Agreement.

2. Waiver of Claims. Assignor does hereby waive, renounce and relinquish any and all claims of ownership, right, title and interest in and to Assignor's Intellectual Property Assets and Intangible Property, and does hereby agree that no rights in or to any of Assignor's Intellectual Property Assets or Intangible Property shall be retained by Assignor.

3. Further Assurances. From and after the date hereof, Assignor shall execute such further instruments of assignment as Assignee, or its successors or assigns, may reasonably request in order to evidence the assignment of Assignor's Intellectual Property Assets and Intangible Property evidenced hereby.

4. Binding Effect. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law; Jurisdiction; Waiver of Jury Trial. THIS ASSIGNMENT AGREEMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LEGAL REQUIREMENTS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF. EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS AND SUBMITS TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE CALIFORNIA SUPERIOR COURT AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA AND THE RESPECTIVE APPELLATE COURTS THEREOF OVER ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT AGREEMENT AND IRREVOCABLY AGREES THAT ALL CLAIMS, ACTIONS OR OTHER PROCEEDINGS SHALL BE HEARD AND DETERMINED IN SUCH COURTS.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS ASSIGNMENT AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS ASSIGNMENT AGREEMENT. EACH PARTY TO THIS ASSIGNMENT AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (B) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (C) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.

6. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. The reproduction of signatures by means of a telecopying device or PDF and submitted by electronic mail shall be treated as though such reproductions are executed originals and each party hereto covenants and agrees to provide the other parties hereto with a copy of this Assignment Agreement bearing original signatures within ten (10) business days following transmittal by facsimile but failure to so provide shall not affect the validity of execution and delivery of this Assignment Agreement as provided above.

SIGNATURES TO FOLLOW ON NEXT PAGE

IN WITNESS, WHEREOF, Assignor and Assignee have caused this Intellectual Property Assets and Intangible Property Assignment Agreement to be executed on December 15, 2016 and delivered by their respective duly authorized representatives effective retroactively as of October 25, 2016.

ASSIGNOR:

PARA TECH COATING, INC.

By: Paul Stewart

Name: Paul Stewart

Title: President

By: Paul Stewart

Name: Paul Stewart

Title: Secretary

ASSIGNEE:

THE PARA TECH COATING, INC.
CHARITABLE REMAINDER TRUST

By: Paul Stewart

Name: Paul Stewart

Title: Trustee

**SCHEDULE "A" OF
INTELLECTUAL PROPERTY ASSETS AND INTANGIBLE PROPERTY ASSIGNMENT
AGREEMENT**

Effective Date: October 25, 2016

1. All Trade Secrets;
2. All Copyrights;
3. All Trademarks, including, but not limited to USPTO Serial #77114734 – CONFORMX, USPTO Serial #77108171 – PARA TECH COATING, INC. THE DIFFERENCE IS SERVICE, and USPTO Serial #76146806 - PTC;
4. Assignors customer and vendor lists, files, and sales and marketing data related to the Business;
5. All goodwill of the Business, telephone, telecopy, and email address, URL and domain names and listings;

**SCHEDULE "B" OF
INTELLECTUAL AND INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT
Effective Date: October 25, 2016**

DEFINED TERMS

"Business" shall mean the business activities of Para Tech Coating, Inc., a California corporation, which is engaged in the business of (i) supplying parylene coating services and dimer material, and (ii) manufacturing and distributing parylene coating systems and the provisioning of spare parts and maintenance services for such systems for the commercial, general industrial, military, and other markets.

"Copyrights" shall mean all works of authorship, copyrights, mask works, copyright and mask work registrations and applications therefor.

"Intangible Property" shall mean (a) Assignor's customer and vendor lists, files and sales and marketing data related to the Business; and (c) all goodwill of the Business, telephone, telecopy, and e-mail addresses, URL and domain names and listings, Intellectual Property Assets.

"Intellectual Property Assets" shall mean any or all of the following throughout the world: (i) all Patents; (ii) all Trade Secrets; (iii) all Copyrights; and (iv) all Trademarks.

"Patents" shall mean all patents and applications therefore and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof.

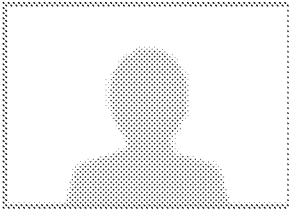
"Trademarks" shall mean all trade names (including the names "Para Tech", "Para Tech Coating", and "CONFORMX"), logos, trademarks and service marks; trademark and service mark registrations and applications.

"Trade Secrets" shall mean all inventions (whether patentable or not), invention disclosures and improvements, all trade secrets and all proprietary information, know-how and technology.

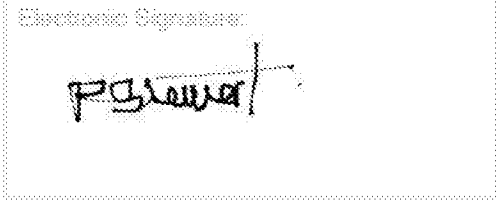
Signature Certificate

Document Reference: T3EHPYJPJIC2N4KV63T9V4

RightSignature
Easy Online Document Signing



Paul Stewart
Party ID: XZVS3KJ2S42LFR7D4P7VKN
IP Address: 75.25.166.171
VERIFIED EMAIL pstewart@parylene.com



Multi-Factor
Digital Fingerprint Checksum

15871e053d2455848261de2eb6e4068732ae0aa9



Timestamp

2016-12-15 14:53:49 -0800
2016-12-15 14:53:39 -0800
2016-12-15 14:52:50 -0800
2016-12-15 11:17:22 -0800

Audit

All parties have signed document. Signed copies sent to: Todd Hall, Paul Stewart, and Kim Cullop.
Document signed by Paul Stewart (pstewart@parylene.com) with drawn signature.
- 75.25.166.171
Document viewed by Paul Stewart (pstewart@parylene.com). - 75.25.166.171
Document created by Kim Cullop (kim@teeplehall.com). - 12.226.165.178



This signature page provides a record of the online activity executing this contract.

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