

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRISM ANALYTICAL TECHNOLOGIES, INC.		03/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ENTHALPY ANALYTICAL, INC.		
Street Address:	800 CAPITOLA DRIVE		
Internal Address:	SUITE 1		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27713		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2128735	TDT AIR SCAN	
CORRESPONDENCE DATA			
Fax Number:	7144277799		
<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:	714-427-7000		
Email:	ipocdocket@swlaw.com		
Correspondent Name:	SNELL & WILMER LLP (OC)		
Address Line 1:	600 ANTON BOULEVARD		
Address Line 2:	SUITE 1400		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	69853.00001		
NAME OF SUBMITTER:	Andrew S. Flior		
SIGNATURE:	/Andrew S. Flior/		
DATE SIGNED:	09/01/2017		
Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of March 31, 2017, is made and entered into by PRISM ANALYTICAL TECHNOLOGIES, INC., a Delaware corporation ("Assignor"), as assignor in favor of ENTHALPY ANALYTICAL, INC., a North Carolina corporation ("Assignee"), as assignee, with reference to the following facts and circumstances:

RECITALS

WHEREAS, Assignor has adopted and is the owner of the Intellectual Property identified in Schedule 1, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including but not limited to, all common law rights, trade name rights, domain name rights, causes of action and the right to recover for past infringement;

WHEREAS, Assignor, Assignee and the other parties thereto have entered into that certain Asset Purchase Agreement, dated as of March 23, 2017 (the "Purchase Agreement"), pursuant to which the Assignor has agreed to sell all of Assignor's right, title and interest in, to and under the Assets to Assignee; and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignor agreed to enter into this Assignment, and Assignee would not have entered into the Purchase Agreement but for the Assignor's execution of this Assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Definitions. Except as specified to the contrary, all capitalized terms in this Assignment shall have the meanings assigned to them in the Purchase Agreement.

2. Assignment of Intellectual Property. Assignor hereby sells, transfers and assigns to Assignee all of Assignor's right, title and interest in and to all Intellectual Property set forth on Schedule 1 to this Assignment and all other Intellectual Property related to the Seller's Business that is included in the Assets together with the goodwill of the business associated therewith (the "Purchased IP"), and all common law and statutory right, title and interest in the Purchased IP, all rights of registration, maintenance, renewal and protection thereof, the right to create derivative works and all rights of recovery and of legal action for past infringements and of opposition, interference and/or cancellation proceedings for protection of the Purchased IP, and Assignor hereby waives all rights of *droit moral* or other moral rights with respect to the Purchased IP and other Assets, including, without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

3. Recordation. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for patents and for trademark, service mark and copyright registration in the United States and in foreign

countries in connection with the Purchased IP, and to secure in its own name the patents and registrations granted thereon. Further, Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

4. Further Actions. Assignor agrees to provide all assistance reasonably requested by Assignee, its successors, assigns or legal representatives, in the establishment, registration, preservation and enforcement of Assignee's rights in and to the Purchased IP, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Purchased IP to Assignee, or any assignee or successor thereto.

5. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Purchased IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded 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. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed and entered into this Assignment as of the date first set forth above.

ASSIGNOR:

PRISM ANALYTICAL TECHNOLOGIES, INC.
a Delaware corporation

DocuSigned by:
Jack Pritchett

By: _____
Name: Jack Pritchett
Title: Chief Financial Officer

Agreed to and accepted:

ASSIGNEE:

ENTHALPY ANALYTICAL, INC.
a North Carolina corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor has executed and entered into this Assignment as of the date first set forth above.

ASSIGNOR:

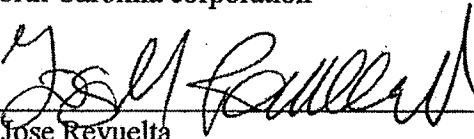
PRISM ANALYTICAL TECHNOLOGIES, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

Agreed to and accepted:

ASSIGNEE:

ENTHALPY ANALYTICAL, INC.
a North Carolina corporation

By:  _____
Name: Jose Revuelta
Title: Vice President

[Signature Page to Assignment of Intellectual Property]

Schedule 1

INTELLECTUAL PROPERTY

- U.S. Patent No. 7,566,421 B2, issued July 28, 2009, for Encapsulated Sorbent Tube
- U.S. Trademark No. 2,128,735, registered January 13, 1998, for service mark "TDT AIR SCAN"