

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADVANCED DIAMOND TECHNOLOGIES, INC.		04/17/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JOHN CRANE INC.		
Street Address:	227 West Monroe Street, Suite 1800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3192341	UNCD	
CORRESPONDENCE DATA			
Fax Number:	3059615556		
<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:	3055790558		
Email:	chius@gtlaw.com		
Correspondent Name:	Greenberg Traurig, P.A. Attn: Sandy Chiu		
Address Line 1:	333 SE 2nd Ave Ste 4400		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	123099.014200		
NAME OF SUBMITTER:	Sandy Chiu, Esq.		
SIGNATURE:	/Sandy Chiu/		
DATE SIGNED:	08/28/2019		
Total Attachments: 7			
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ASSIGNMENT OF BUSINESS INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This ASSIGNMENT OF BUSINESS INTELLECTUAL PROPERTY RIGHTS AGREEMENT dated as of April 17, 2019 (together with the Schedules attached hereto, this "Agreement"), is made by and between Advanced Diamond Technologies, Inc., a Delaware corporation ("Seller") and John Crane, Inc., a Delaware corporation ("Purchaser"), each a "Party" and, collectively, the "Parties."

WHEREAS, Seller and Purchaser have entered into an Asset Purchase Agreement, dated as of April 17, 2019 (the "Asset Purchase Agreement"), pursuant to which Seller agreed to sell to Purchaser, and Purchaser agreed to purchase from Seller, certain Purchased Assets;

WHEREAS, under the terms and conditions set forth in the Asset Purchase Agreement, Seller has agreed to sell, convey, assign, transfer and deliver to Purchaser all right, title and interest in and to all of its Business Intellectual Property Rights as part of the Purchased Assets; and

WHEREAS, the Parties have agreed to enter into this Agreement, the execution and delivery of which is required by Section 1.5(a) of the Asset Purchase Agreement and is a condition of consummating the transactions contemplated under the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions. Capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings assigned to such terms in the Asset Purchase Agreement.

**ARTICLE II
INTELLECTUAL PROPERTY ASSIGNMENT**

Section 2.1 Intellectual Property Assignment.

(a) Seller hereby irrevocably and unconditionally sells, conveys, assigns, transfers and delivers to Purchaser, and Purchaser hereby acquires from Seller, all right, title and interest in and to all Business Intellectual Property Rights that are used in the operation of the Business as currently conducted as of Closing, in each case to the extent owned by Seller as of the Closing, excluding the Intellectual Property Rights listed on Annex A of this Agreement, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing, all rights to sue and bring other claims for, and recover damages in connection with, past, present and future infringement, misappropriation or other violation thereof and all other claims relating to any such Business Intellectual Property Rights (regardless of whether arising

prior to, as of, or after the date hereof or known or unknown), and all associated rights in, to or under any of the foregoing in any jurisdiction throughout the world, whether now or hereafter existing (collectively, the “Assigned IP”), in each case, free and clear of any and all liens, licenses, options, rights of first refusal or other contingent rights and any other rights or encumbrances.

(b) Purchaser has the sole right to enforce the Business Intellectual Property Rights against infringement by other parties in any forum. This right to enforce includes defending any action for declaratory judgment of non-infringement and prosecuting, defending or settling all infringement and declaratory judgment actions at its expense and through counsel of its selection. To the extent required by law or court order, or as reasonably requested by Purchaser, Seller shall provide reasonable assistance to Purchaser in order to enforce the Business Intellectual Property Rights. Purchaser shall reimburse Seller for its reasonable out-of-pocket expenses actually incurred in connection with any such assistance rendered.

(c) Purchaser has the sole right to defend the Business Intellectual Property Rights against allegations of invalidity in any forum. This right to defend includes defending any action for invalidity, including opposition or cancellation proceedings, inter parties reviews, post grant reviews, or any other post grant proceeding, as well as any challenge to validity of the Business Intellectual Property Rights in any court, at its expense and through counsel of its selection. To the extent required by law or court order, or as reasonably requested by Purchaser, Seller shall provide reasonable assistance to Purchaser in order to enforce the Business Intellectual Property Rights. Purchaser shall reimburse Seller for reasonable its out-of-pocket expenses actually incurred in connection with any such assistance rendered.

Section 2.2 Recordation. Each of the Parties hereby authorizes and requests the United States Patent and Trademark Office and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar) (each, an “IP Office/Registrar”) to record, at Purchaser’s (or any of its Affiliates’) sole cost and expense, Purchaser as the owner of the issued, registered or applied for Assigned IP. Seller hereby acknowledges and agrees that Purchaser (and, for clarity, any of its successors or assigns) shall have the right to record, at Purchaser’s (or any of its Affiliates’) sole cost and expense, this Agreement, and/or any short-form intellectual property assignment agreement, with all applicable IP Office/Registrar(s) so as to record and perfect the assignment, and its ownership of, the applicable Assigned IP.

Section 2.3 Further Assurances. From time to time after the Effective Date, at the sole cost and expense of Purchaser or any of its Affiliates (or any of its respective successors or assigns), Seller shall take such actions as may be reasonably requested by Purchaser or any of its Affiliates (or any of its or their respective successors or assigns) to carry out the purposes of this Agreement (including the execution and delivery of affidavits, declarations, oaths, exhibits, assignments, powers of attorney and/or other agreements or documentation as may be reasonably required) and as may be reasonably requested by Purchaser or any of its Affiliates (or any of its or their respective successors or assigns) to confirm, effect, record, perfect, register, patent or maintain, protect and enforce the rights assigned herein.

ARTICLE III
MISCELLANEOUS

Section 3.1 Entire Agreement. This Agreement, together with the documents referenced herein (including the Asset Purchase Agreement), constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter hereof.

Section 3.2 Binding Effect. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither this Agreement, nor any of the rights, interests or obligations hereunder may be assigned by any Party without the prior written consent of the other Parties, provided that Purchaser may, without consent, assign, in whole or in part, its rights and/or obligations pursuant to this Agreement to (i) one or more of its Affiliates or (ii) any subsequent purchaser of all or substantially all of the assets that are subject of this Agreement (whether such sale is structured as a sale of stock, a sale of assets, a merger or otherwise); provided that Purchaser shall nonetheless remain liable for all of its obligations hereunder and any such assignment by Purchaser shall not limit or impact its rights or obligations pursuant to Section 5.6 - 5.10 of the Asset Purchase Agreement.

Section 3.3 Amendment; Waivers. The Parties may mutually amend or waive any provision of this Agreement at any time. No amendment or waiver of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties. No failure or delay on the part of either Party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, covenant or agreement contained herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or the exercise of any other right.

Section 3.4 Notices. All notices, demands and other communications given or delivered under this Agreement shall be in writing and shall be deemed to have been given, (a) when received if given in person, (b) on the date of electronic confirmation of receipt if sent by email or other wire transmission, (c) three (3) days after being deposited in the U.S. mail, certified or registered mail, postage prepaid or (d) one (1) day after being deposited with a reputable overnight courier, in each case to the applicable address and intended recipient set forth in Section 8.3 of the Asset Purchase Agreement.

Section 3.5 Counterparts. This Agreement may be executed and delivered by email transmission of a portable document format (.pdf) copy and any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Section 3.6 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of

competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the body making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

Section 3.7 Governing Law. This Agreement and any dispute arising hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

Section 3.8 Submission to Jurisdiction. Any action or proceeding arising under this Agreement shall be subject to Section 8.11 of the Asset Purchase Agreement.

Section 3.9 Performance. Each Party shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Affiliate of such Party.

Section 3.10 Relationship of Parties. This Agreement does not create a fiduciary relationship, partnership, joint venture or relationship of trust or agency between the Parties. The Parties hereto agree that Seller will be considered an independent contractor in the performance of this Agreement.

Section 3.11 Construction. This Agreement shall be construed as if jointly drafted by the Parties hereto and no rule of construction or strict interpretation shall be applied against either Party. The headings of Sections contained in this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of or to affect the meaning or interpretation of this Agreement. Except where expressly stated otherwise in this Agreement, the following rules of interpretation apply to this Agreement: (a) “either” and “or” are not exclusive; (b) “hereof,” “hereto,” “hereby,” “herein” and “hereunder” and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (c) “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if”; (d) definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms; (e) references to a contract or agreement mean such contract or agreement as amended or otherwise supplemented or modified from time to time; (f) references to a person or entity are also to its permitted successors and assigns; (g) unless stated otherwise herein, references to an “Section,” or “Annex” refer to an Section or Annex to this Agreement; and (h) references to a federal, state, local or foreign statute or Law include any rules, regulations and delegated legislation issued thereunder. No summary of this Agreement prepared by either Party shall affect the meaning or interpretation of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SELLER:

ADVANCED DIAMOND TECHNOLOGIES,
INC.

By: *John D. Yeager III*
Name: JOHN D. YEAGER III
Its: President & CEO

PURCHASER:

JOHN CRANE, INC.

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.


SELLER:

ADVANCED DIAMOND TECHNOLOGIES,
INC.

By: _____
Name: _____
Its: _____

PURCHASER:

JOHN CRANE, INC.

By:  _____
Name: FORREST CRANE
Its: PURCHASER (CRANE)

[Signature Page to Assignment of Business Intellectual Property Rights]

Annex A
Excluded Intellectual Property Rights

All ozone-related patents and applications.

- **Patents and Applications**

US10046989	Electrochemical system for on-site generation of oxidants at high current density
16/100466	Electrochemical method for on-site generation of oxidants at high current density
15/789289	Ozone generations, methods of making ozone generation and methods of generating ozone
15/167389 ozone	Recycling loop method for preparation for high concentration ozone
15/179337	Extreme durability composite diamond film electrodes
15/189380	Method of determining the concentration of pathogens or oxidizable organic compounds using an ozone titration sensor

- **Registered Internet Domains**

thindiamond.com
diamonox.com

- **Trademarks**

Advanced Diamond Technologies, Inc.
Diamonox