

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rave LLC		04/02/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bruker Nano Inc.		
Street Address:	430 S. CONGRESS AVENUE, SUITE 7		
Internal Address:	RAVE MASK REPAIR BUSINESS UNIT		
City:	DELRAY BEACH		
State/Country:	FLORIDA		
Postal Code:	33445		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3311766	ENABLING TOMORROW'S TECHNOLOGY TODAY	
Registration Number:	3378532	NANOBIT	
Registration Number:	3777729	MERLIN	
Registration Number:	3903813	RHAZER	
Registration Number:	3940192	BITCLEAN	
Serial Number:	87519226	NM-VI	
Serial Number:	87519233	FP-III	
Serial Number:	87519237	RHAZER III	
CORRESPONDENCE DATA			
Fax Number:	2028611783		
<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:	2028611500		
Email:	bhipdocket@bakerlaw.com		
Correspondent Name:	Mark H. Tidman		
Address Line 1:	1050 Connecticut Avenue, NW		
Address Line 2:	Washington Square, Suite 1100		
Address Line 4:	Washington, D.C. 20036-5403		

CH \$215.00 3311766

ATTORNEY DOCKET NUMBER:	032860.000008
NAME OF SUBMITTER:	Mark H. Tidman
SIGNATURE:	/Mark H. Tidman/
DATE SIGNED:	01/05/2021

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made as of April 2, 2019, by and among RAVE LLC, a California limited liability company (the "**Company**"), RAVE N.P., Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("**RNP**"), and RAVE DIAMOND TECHNOLOGIES INC., a Delaware corporation and wholly-owned subsidiary of the Company ("**RDT**," and collectively with the Company and RNP, the "**Assignors**") as assignors, and BRUKER NANO, INC., an Arizona corporation (the "**Assignee**"), as assignee.

RECITALS

- A. The Assignors and Assignee, together with the holders of membership interests in the Company, have entered into that certain Asset Purchase Agreement dated as of March 25, 2019 (the "**Purchase Agreement**"), pursuant to the terms of which Assignors agreed to assign the Acquired Intellectual Property to Assignee, which includes, without limitation, the Intellectual Property set forth on **Exhibit A** attached hereto (collectively the "**IP**");
- B. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement; and
- C. Pursuant to the terms of the Purchase Agreement, the Assignors and Assignee desire to enter into this Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignors hereby sell, assign, transfer, convey, and deliver to Assignee their entire right, title and interest in and to the IP, together with all rights, licenses and other agreements, if any, heretofore made by Assignors in respect of, or relating to, the IP, all goodwill associated therewith, all common law rights therein, and all income, royalties, rights to prepare derivative works, fees and payments, if any, now or hereafter due or payable in respect to the IP, including any rights to file an action and recover damages by reason of past infringement, misappropriation or other unauthorized use of the IP, with a right to sue for, and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.
2. Assignee hereby accepts Assignors' assignment and transfer of the IP.
3. Assignors shall execute, acknowledge and deliver to Assignee all documents, instruments and agreements as may be necessary to make a record with any governmental authority (both foreign and domestic) or third parties of this Assignment and Assignee's ownership of all right, title and interest in, to and under the IP.
4. The execution and delivery of this Assignment shall not, in any way, affect, limit, supersede, modify, replace, amend, change, rescind, waive or exceed the rights and obligations of Assignors and Assignee under, or enlarge, restrict or otherwise modify the terms of the Purchase

Agreement, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of any party set forth in the Purchase Agreement. 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.

5. Should any term or provision of this Assignment be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the parties as nearly as possible in accordance with applicable law and the remainder of this Assignment. The application of such term or provision to persons, property, or circumstances other than those as to which it is invalid, unenforceable, or prohibited, shall not be affected by such invalidity, unenforceability, or prohibition, and each term and provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Assignors and Assignee on behalf of Assignors and Assignee.

6. This Assignment and all of the provisions in this Assignment shall be binding upon and inure to the benefit of the successors in interest and assigns of the parties.

7. This Assignment shall be governed by, and construed and interpreted in accordance with the laws of the State of California applicable to agreements made and to be performed entirely within such state, but excluding the conflicts of laws principles thereof.

8. Subject to Section 4 above, this Assignment constitutes the complete and exclusive statement of the agreement between the parties with respect to the subject matter of this Assignment, and this Assignment supersedes any prior oral or written communications, proposals, representations, and agreements. This Assignment and the obligations hereunder are not intended to confer any rights or remedies to any third party and are not intended to operate, in anyway, as an agreement for the benefit of any third party.


9. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed counterpart of this Assignment transmitted and received by facsimile or PDF shall be deemed for all purposes to be an original, executed counterpart hereof.

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IN WITNESS WHEREOF, the Assignors and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNORS:


RAVE LLC

By: 
Name: Barry Hopkins
Title: PRESIDENT & CEO

RAVE N.P., INC.

By: 
Name: Barry Hopkins
Title: PRESIDENT & CEO

RAVE DIAMOND TECHNOLOGIES INC.

By: 
Name: Barry Hopkins
Title: PRESIDENT & CEO

ASSIGNEE:

BRUKER NANO, INC.

By: _____
Name: Mark R. Munch, Ph.D.
Title: Bruker Nano Group President

[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 007155 FRAME: 0271

IN WITNESS WHEREOF, the Assignors and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNORS:

RAVE LLC

By: _____
Name: _____
Title: _____

RAVE N.P., INC.


By: _____
Name: _____
Title: _____

RAVE DIAMOND TECHNOLOGIES INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

BRUKER NANO, INC.

By: 
Name: Mark R. Munch, Ph.D.
Title: Bruker Nano Group President

[Signature Page to Intellectual Property Assignment]

Exhibit A

See Attached.

RAVE LLC Trademarks

Matter	Country	Trademark	Status	Reg. Number	Class
2	US	ENABLING TOMORROW'S TECHNOLOGY TODAY	Registered	3311766	09 Int., 37 Int.
3	US	NANOBITS	Registered	3378532	07 Int.
4	US	MERLIN	Registered	3777729	09 Int.
6	KR	MERLIN	Registered	40-886103	09 Int.
7	JP	MERLIN	Registered	5,521,074	09 Int.
8	US	RHAZER	Registered	3903813	09 Int.
9	US	BITCLEAN	Registered	3940192	09 Int.
31	US	NM-VI	Registered	87519226	9 Int.
20002	US	FP-III	Registered	87519233	9 Int.
20003	US	Rhazer-III	Registered	87519237	9 Int.
35	KR	NANO-VI	Registered	1368989	9 Int.
36	TW	FP-III	Applied		9 Int.
39	KR	FP-III	Registered	8-5-2019-001331834	9 Int.
40	TW	Rhazer-III	Registered	1928139	9 Int.
43	KR	RHAZER III	Registered	8-5-2019-001344670	9 Int.
44	TW	NM-VI	Registered	1930925	9 Int.
47	KR	NM-VI	Registered	8-5-2019-001097631	9 Int.
48	DE, JP	NANO-VI	Registered	1368989	9 Int.
49	DE, JP	NM-VI	Registered	1368990	9 Int.
50	DE, JP	FP-III	Registered	1368568	9 Int.
51	DE, JP	RHAZER III	Registered	1368569	9 Int.

RAVE NP Trademarks

Matter	Country	Trademark	Status	Reg. Number	Reg. Date	Class
20000	US	SNOWSTRIP	Registered	3,923,748	02/22/11	3
20004	US	ECO-SNOW	Registered	2,429,388	02/20/01	7, 9
20005	JP	ECO-SNOW	Registered	4,902,470		
20006	CH	ECO-SNOW	Registered	6,794,550		
20008	US	WAFERCLEAN	Registered	3,434,792	05/27/08	7,9
20010	US	MaskClean	Registered	3,316,126	10/23/07	1
	JP	WAFERCLEAN	Registered	4,904,954		
20012	US	VersaClean	Registered	3,316,127	10/23/07	1
20013	JP	VersaClean	Registered	4,902,471		1
	JP	MaskClean	Registered	4,902,472		
20014	US	PrecisionClean	Registered	3,070,328	03/21/06	7
20015	US	PrecisionClean	Registered	3,316,697	10/23/07	1
20016	JP	PrecisionClean	Registered	5,090,000		17
20017	US	NANOSNOW	Registered	3,786,068	05/04/10	7

RNP Copyrights

Country	Work	Status	Reg. Number	Reg. Date	Recorded Owner
US	Maskclean 150 Software	Registered	TX0007197625	2/17/2010	RAVE, N.P., Inc.
US	Waferclean 1600 Software	Registered	TX0005954215	2/27/2004	RAVE, N.P., Inc.
US	Waferclean 1600 Software	Registered	TX0005903905	3/28/2004	RAVE, N.P., Inc.