## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 Trademark Assignment

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CAMBRIDGE NANOTECH, INC.		12/18/2012	CORPORATION: MASSACHUSETTS

### **RECEIVING PARTY DATA**

Name:	SURTEK, INC.
Street Address:	3050 Zanker Road
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95134
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3071017	CAMBRIDGE NANOTECH INCORPORATED
Registration Number:	3839919	SAVANNAH
Registration Number:	3896072	PHOENIX
Registration Number:	3875749	FIJI
Registration Number:	3875751	TAHITI
Registration Number:	3895688	ALD SHIELD
Registration Number:	4010192	SIMPLY ALD

#### **CORRESPONDENCE DATA**

**Fax Number**: 2134306407

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (213) 430-8308
Email: sgordon@omm.com
Correspondent Name: Shari L. Gordon
Address Line 1: 400 S. Hope Street

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Address Line 2: 18th Floor Address Line 4: Los Angeles,	Floor ngeles, CALIFORNIA 90071-2899			
ATTORNEY DOCKET NUMBER:	880,925-25			
NAME OF SUBMITTER:	Shari L. Gordon			
Signature:	/Shari L. Gordon/			
Date:	01/14/2013			
Total Attachments: 4 source=Trademark Assignment-Surtek Inc#page1.tif source=Trademark Assignment-Surtek Inc#page2.tif source=Trademark Assignment-Surtek Inc#page3.tif source=Trademark Assignment-Surtek Inc#page4.tif				

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### TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARK RIGHTS (this "Assignment") is made and entered into as of December 18, 2012 (the "Effective Date"), by and between Cambridge Nanotech, Inc., a Massachusetts corporation with offices at One Kendall Square, Cambridge, Massachusetts (hereinafter, "Assignor"), and Surtek, Inc., a Delaware corporation located at 3050 Zanker Road, San Jose, California, 95134 ("Assignee").

WHEREAS, Assignor is the owner of record of, or have rights in and to, the trademarks and applications for trademark set forth on <u>Schedule 1</u>, attached hereto (the "Assigned Trademarks"), and Assignor desires to transfer to Assignee all right, title and interest in and to such Assigned Trademarks.

WHEREAS, Assignee wishes to accept such assignment for the Assigned Trademarks from Assignor.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignor hereby sells, assigns and transfers to Assignee its entire right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business associated with the Assigned Trademarks, all other corresponding rights secured under the laws of the United States and any foreign country and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks, including the right to collect all proceeds and damages therefrom.
- 2. Assignor further agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest and record good title to the Assigned Trademarks in Assignee, Assignor will, without further consideration, provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request.
- 3. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks registered in the corresponding jurisdiction.
- 4. This Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the State of California, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.
- 5. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same Assignment.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

ASSIGNOR: CAMBRIDGE NANOTECH, INC.

Name:

Title: FOUNDERS & CEO

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MGEL P. OVIEDO

A CONTRACT DESCRIPTION

A CONTRACT DESC

SIGNATURE PAGE

TRADEMARK
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**IN WITNESS WHEREOF**, the parties hereto have duly executed this Assignment as of the day and year first above written.

ASSIGNEE: SURTEK, INC.

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Title: (IAMER FINANCIAL OFFICEK

SIGNATURE PAGE

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## **SCHEDULE 1**

# ASSIGNED TRADEMARKS

Country	Mark	Application No.	Date Filed	Registration No.	Reg. Date
	CAMBRIDGE				
	NANOTECH				
	INCORPORATED				
US	(BLOCK)	78/598631	3/30/2005	3071017	3/21/2006
	CAMBRIDGE				
	NANOTECH				
EP	(BLOCK)	008171894	3/23/2009	8171894	12/24/2009
	SAVANNAH				
US	(BLOCK)	77/769407	6/26/2009	3839919	8/31/2010
	SAVANNAH				
EP	(BLOCK)	009256694	7/19/2010	3071017	7/19/2010
US	PHOENIX (BLOCK)	77/851853	10/19/2009	3896072	12/28/2010
EP	PHOENIX (BLOCK)	009005281	4/6/2010		
US	FIJI (BLOCK)	77/851927	10/19/2009	3875749	11/16/2010
EP	FIJI (BLOCK)	009080748	5/5/2010	9080748	12/7/2010
US	TAHITI	77/851943	10/19/2009	3875751	11/16/2010
EP	TAHITI	009152711	6/4/2010	9152711	3/1/2011
US	ALD SHIELD	77/877116	11/20/2009	3895688	12/21/2010
US	SIMPLY ALD	85/015905	2/16/2010	4010192	8/9/2011
EP	SIMPLY ALD	009367822	10/9/2010		

SCHEDULE 1

**RECORDED: 01/14/2013** 

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