

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sridharan Raghavachari	06/27/2005
RECEIVING PARTY DATA	
Name:	CAPACITAIRE LLC
Street Address:	2930 Mountain Trace, N.E.
City:	Roswell
State/Country:	GEORGIA
Postal Code:	30075-4207
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11086527
Patent Number:	6860103
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	O100-101
NAME OF SUBMITTER:	Todd A Rathe
Total Attachments: 5 source=assign1#page1.tif source=assign1#page2.tif source=assign1#page3.tif	

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ASSIGNMENT

THIS ASSIGNMENT made this 27th day of June, 2005, by SRIDHARAN RAGHAVACHARI, of 4914 West Forest Hill Avenue, Franklin, Milwaukee County, Wisconsin 53132-8659 (hereinafter the "Inventor"), to CAPACITAIRE LLC, a limited liability company organized and existing under the laws of the State of Georgia, with its principal office located at 2930 Mountain Trace, N.E., Roswell, Cobb County, Georgia 30075-4027 (hereinafter the "Assignee").

RECITALS

A. The Inventor obtained letters patent of the United States of America for certain new and useful improvements concerning a multi-compressor system, which letters patent are numbered US 6,860,103 B2 and bear the date of March 1, 2005;

B. The Inventor has also invented certain new and useful improvements concerning a multi-compressor system, for which he has made an application for letters patent of the United States, the application bearing serial number 11/086,527;

C. The Inventor is now the sole and exclusive owner of such letters patent and application, and the invention described and claimed in the same, and of all rights in the same, and

D. The Assignee desires to acquire, and the Inventor desires to assign, convey, and transfer, the entire right, title, and interest of the Inventor in such letters patent, applications for letters patent, and inventions (hereinafter, the "Assigned Assets"), all upon and pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, for and in consideration of the mutual promises, agreements, and undertakings contained herein, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are acknowledged hereby, the parties, for and on behalf of themselves and their successors and assigns, agree as follows:

ARTICLE ONE ASSIGNMENT

(a) The Inventor agrees to and does hereby assign, convey, and transfer to the Assignee the entire interest of the Inventor in and to the Assigned Assets, and any reissue or reissues of the letters patent already granted and that may be granted on the application, the same to be held and enjoyed by the Assignee for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors and assigns, to the end of the term or terms for which the letters patent are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Inventor if this Assignment had not been made, together with all

claims for damages by reason of past infringement of the letters patent, with the right to sue for and collect the same for the Assignee's own use, and for the use of the Assignee's successors and assigns.

(b) This Assignment shall be deemed to include any future inventions and improvements made by the Inventor that are an improvement on the inventions included in the Assigned Assets. The Inventor will for a period of ten (10) years after this Assignment, so far as it is reasonably practical for the Inventor to do so, disclose to the Assignee all improvements within the scope of such invention and shall assign to the Assignee the rights to such improvements so that the Assignee shall receive, by virtue of this Assignment, the improvements agreed to be granted to it.

ARTICLE TWO CONSIDERATION

In consideration for the assignment that is the subject of Article One of this Assignment, the Assignee shall pay to the Inventor the sum of _____ Dollars as follows:

(a) Said sum shall bear interest at the rate of Three and 14/100 percent (3.14 %) per annum and shall be paid in four (4) consecutive equal quarterly installments of principal and interest commencing on October 1, 2005.

(b) Notwithstanding the foregoing, the Assignee may prepay all or any portion of such sum without penalty.

ARTICLE THREE AUTHORIZATION AND REQUEST

The Inventor authorizes and requests the Commissioner of Patents and Trademarks to issue any and all letters patent of the United States on the inventions, or resulting from the applications, or any division or divisions of the same, included in the Assigned Assets to the Assignee as assignee of the interest assigned by this Assignment.

ARTICLE FOUR COOPERATION

The Inventor agrees, at any time and from time to time upon request, to execute such other and further instruments and other documents necessary, desirable, or appropriate in the opinion of the Assignee to perfect or improve title or evidence thereof in and to the Assigned Assets or any of them. The Inventor further agrees that he will at any time on request

communicate to the Assignee any facts relating to such inventions and letters patent or the history of the same and testify as to the same in any interference or other litigation when requested so to do.

ARTICLE FIVE INVENTOR'S WARRANTIES

The Inventor warrants that he is now the sole owner, free from the obligation of any license or encumbrance whatsoever, of all the Assigned Assets. The Inventor warrants and represents further that he has full right to convey the interest assigned by this Assignment and that he has not executed and will not execute any agreement in conflict with this Assignment.

ARTICLE SIX MISCELLANEOUS

(a) The Assignee shall have the right to sue for past infringement and to collect all damages and profits for past infringements.

(b) Should the Assignee, or any of the Assignee's successors or assigns, file for relief in a proceeding pursuant to the Bankruptcy Act, or should an involuntary petition pursuant to the Bankruptcy Act be filed against the Assignee and not be dismissed for thirty (30) days, or should a receiver be appointed for any part of the property or assets of the Assignee, and should any or all of such events occur within ten (10) years from the date of this Assignment, then this Assignment shall become null and void, and all right, title and interest conveyed hereby in the Assigned Assets shall revert to the Inventor.

(c) This Assignment, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Georgia, including those laws governing conflicts of law.

(d) The failure of either party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Assignment shall not prevent a subsequent act that would have originally constituted a violation from having the effect of an original violation. The failure of either party to insist upon the strict performance of any provision of this Assignment, or the failure of either party to exercise any right, option or remedy hereby reserved shall not be construed as a waiver for the future of any such provisions, right, option, or remedy or as a waiver of a subsequent breach thereof.

(e) This Assignment may not be modified or amended, except by a written instrument signed by the party against whom enforcement of such modification or amendment is sought.

(f) Titles and captions are inserted for convenience only and in no way define, limit,

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extend, or describe the scope or intent of this Assignment or any of its provisions and in no way are to be construed to affect the meaning or construction of this Assignment or any of its provision.

(g) This Assignment constitutes the sole and entire agreement between the parties governing the subject matter hereof and amends and all understandings, promises, covenants, representations, statements, agreements and undertakings concerning such subject matter.

IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their seals as of the day and year first above written, the Assignee by its representative duly authorized, for the purpose of being bound hereby.

“ASSIGNEE”

CAPACITAIRE LLC

by:  (L.S.)
JOE T. GREEN
Manager

“INVENTOR”

 (L.S.)
SRIDHARAN RAGHAVACHARI

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FIRST AMENDMENT TO THE ASSIGNMENT

THIS FIRST AMENDMENT TO THE ASSIGNMENT ("Amendment") is made and entered into effective as of the 22nd day of March, 2006 by and between Sridharan Raghavachari ("Inventor") and Capacitaire LLC, a Georgia limited liability company (the "Assignee"). Inventor and Assignee are sometimes collectively referred herein as the "Parties".

W I T N E S S E T H:

WHEREAS, Inventor and Assignee entered into that certain Assignment dated June 27, 2005 (the "Assignment"); and

WHEREAS, Seller and Purchaser have agreed to modify certain terms and provisions of the Assignment as set forth hereinbelow;

NOW, THEREFORE, for and in consideration of the covenant and agreements hereinafter set forth, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Inventor and Assignee hereby amend the Assignment as follows:

1. Article Six, subparagraph (b) of the Assignment is hereby amended by striking said subparagraph in its entirety and substituting therefore the following:

(b) *Intentionally left blank.*

2. Except as modified herein, the Assignment shall remain in full force and effect. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Amendment. Facsimile signatures shall be deemed originals for all purposes herein.

IN WITNESS WHEREOF, the parties have executed this Amendment under seal as of the date first above written.

INVENTOR:


Sridharan Raghavachari

ASSIGNEE:

Capacitaire LLC,
a Georgia limited liability company

By:


Joe T. Green, Manager

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RECORDED: 05/18/2007

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