

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Invent Horizon, Inc.	06/27/2007
RECEIVING PARTY DATA	
Name:	GreenCentAire, LLC
Street Address:	3433 Broadway Street, NE
Internal Address:	255 Broadway Place East
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55413
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11198617
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ATTORNEY DOCKET NUMBER:	55809.1.4
NAME OF SUBMITTER:	Eric J. Snustad
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## PATENT ASSIGNMENT

THIS AGREEMENT is made and entered into effective June 27, 2007, by and between Invent Horizon Inc., an Oregon corporation ("Assignor") and GreenCentAire, LLC, a Minnesota limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the United States patent application identified on the attached Exhibit A; and

WHEREAS, Shaun Sullivan is an individual residing in Oregon ("Sullivan"); and

WHEREAS, Assignor is a minority-owner of Assignee; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the patent application described herein and in and to the inventions described and claimed therein, including any rights in the patent applications held by Sullivan to such invention and/or any modifications or improvements thereto;

NOW, THEREFORE, for good and valuable consideration, including the transfer of certain ownership interest of the Assignee from Assignor to the Assignor as set forth in a contribution or similar agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Sullivan agree as follows:

1. Assignment of Patent Rights. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns: the entire right, title and interest in and to the patents and patent applications listed on Exhibit A hereto including the inventions therein described and claimed; all rights for past infringement thereof including of provisional rights; all renewals, reissues, extensions, substitutions, continuations, continuations-in-part, or divisions thereof; all applications anywhere in the world which claim any priority right to any of the above, or to which priority is claimed by any of the above; all foreign applications and foreign counterparts based thereon; and the right to apply for patents in foreign countries in its own name, including the right to claim any priority rights to which such foreign applications are entitled under international conventions, treaties, or otherwise (collectively, the "Patent Rights"). Assignor hereby authorizes and requests the appropriate patent offices in any country to issue to Assignee any patents which may be granted in connection with any of the above, in accordance with this Agreement. Assignor specifically acknowledges and agrees that Assignee may assign this Agreement including all rights hereunder.
2. Further Actions. Assignor and Sullivan shall execute and deliver without further consideration any further application, assignment, or other documents and to perform such other lawful acts as Assignee, its successors and assigns may deem reasonably necessary to fully secure, maintain, record, perfect, and enforce its rights, title or interest as specified herein.
3. Representations of Assignor. Assignor represents, warrants and covenants to Assignee that:

- (a) Assignor is a corporation duly organized, validly existing, and in good standing under the laws of the State of Oregon and has full corporate power to conduct the business in which it is presently engaged and to enter into and perform its obligations under this Agreement.
- (b) Assignor has taken all necessary corporate action under the laws of the state of its incorporation and its certificate of incorporation and by-laws to authorize the execution and consummation of this Agreement and, when executed and delivered by Assignor, this Agreement shall constitute the valid and legally binding agreement of Assignor enforceable against Assignor in accordance with the terms hereof, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.
- (c) The execution and delivery of this Agreement will not violate any provision of the certificate of incorporation or bylaws of Assignor or any law, rule, regulation, writ, judgment, injunction, decree, determination, award or other order of any court or governmental agency or instrumentality, domestic or foreign, or conflict with or result in any breach of any of the terms of or constitute a default under or result in termination of or the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature pursuant to the terms of any contract or agreement to which Assignor is a party or by which Assignor or any of its assets is bound.
- (d) Assignor exclusively owns all of the Patent Rights, subject to no lien, charge, security interest, mortgage, pledge, restriction, adverse claim or any other encumbrance whatsoever (and without any obligation to any person or entity for royalties, fees or commissions). No current or former stockholder, employee or consultant of Assignor has any rights in or to any of the Patent Rights. The Patent Rights are valid and enforceable. Assignor's execution and performance of this Agreement, the transactions contemplated herein and Assignee's use of the Patent Rights will not infringe, misappropriate, misuse or conflict with the rights, including patent and other intellectual property or contractual rights, of third parties.
- (e) Other than official actions of the U.S. Patent and Trademark Office, there are no actions, suits, claims, disputes or proceedings or governmental investigations pending or threatened against Assignor or any of its affiliates with respect to the Patent Rights or the use thereof by Assignor, either at law or in equity, before any court or administrative agency or before any governmental department, commission, board, bureau, agency or instrumentality, or before any arbitration board or panel whether located in the United States or a foreign country. Assignor has not failed to comply with any law, rule, regulation, writ, judgment, injunction, decree, determination, award or other order of any court or other governmental agency or instrumentality, domestic or foreign, which failure in any case would in any material respect impair any of the Patent Rights or the rights of Assignee under this Agreement.
- (f) All Patent Rights identified in Exhibit A have the status indicated therein and all applications are still pending in good standing and have not been abandoned. The Patent Rights identified in Exhibit A constitute all of the current patents and patent applications of Assignor

having application in cooling technology (the "Field"), including but not limited to methods and systems of creating fluid flows of disparate temperature from a fluid at an ambient temperature. Assignor has made all filings necessary to record its interests and taken reasonable actions to protect its rights in the Patent Rights.

4. Indemnification by Assignor. Assignor shall indemnify, defend and hold harmless Assignee and each of its subsidiaries, officers, directors, shareholder, employees, agents and affiliates (collectively, all such indemnities are referred to in this Section as "Assignee") against and in respect of any and all claims, demands, losses, obligations, liabilities, damages, deficiencies, actions, settlements, judgments, costs and expenses which Assignee may incur or suffer or with which it may be faced (including reasonable costs and legal fees incident thereto or in seeking indemnification therefor), arising out of or based upon: (i) the breach by Assignor of any of its representations, warranties, covenants or agreements contained or incorporated in this Agreement or any agreement, certificate or document executed and delivered to Assignee by Assignor in connection with the transactions hereunder.
5. Warranties of Predecessor-in-Interest. Sullivan, the predecessor-in-interest with respect to the Patent Rights as defined herein, affirms the representations and warranties of Assignor under this Agreement, and represents and warrants that to Sullivan's knowledge, such representations and warranties are true and correct.
6. Non-competition. For a period of five (5) years from the date of this Agreement, Sullivan and Assignor shall not directly or indirectly engage in research, development, sales, consulting, or other activity, in the Field of FFACS (Freon-Free Air Conditioning System) Technology, and shall not own, manage, operate, consult or to be employed in a business operating in said Field, or substantially similar to or competitive with Assignee, its successors and assigns, without the prior written consent of Assignee. Assignor and Sullivan both acknowledge and agree that this non-competition agreement is being entered in conjunction with and as a condition of a transaction relating to the sale of a business of which Sullivan is a principal. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives. Assignor and Sullivan acknowledge and agree that if, in any judicial proceeding, a court shall refuse to enforce any of the separate covenants included in this paragraph, then the unenforceable covenant shall be deemed eliminated (or modified as set forth below) from these provisions for the purpose of those proceedings to the extent necessary to permit the remaining separate covenants to be enforced. If a court determines that any covenant is unenforceable because it is unconscionable or for any other reason, then the court may modify such covenant to make it enforceable. Assignor and Sullivan further acknowledge and agree that the remedy at law for breach of this paragraph being inadequate, the Seller understands, acknowledges and agrees that the Company shall be entitled, in addition to such other remedies they may have, to temporary and permanent injunctive relief for any breach or threatened breach of this paragraph without proof of any actual damages that have been or may be caused to them by such breach.
7. Third Party Beneficiary. As part of the consideration granted herein, Assignor agrees that Volcantec, LLC, a Minnesota limited liability company, shall be a third party beneficiary of this

Agreement and the representations and warranties therein. As a third party beneficiary, Volcantec, LLC shall be entitled to bring a claim for damages for its own account (including damages resulting from breaches of the representations of warranties herein) or action to enforce rights against Assignor, including a claim for injunctive relief, but are not parties hereto and shall have no obligation under this Agreement.

(signature page follows)

ASSIGNOR

By: 

Its: President

ASSIGNEE

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: 

Shaun Sullivan, in his individual capacity as to  
section nos. 2, 5, 6 and 7

EXHIBIT A

U.S. Patent Applications

APPLICATION NUMBER	TITLE	FILING DATE
Pat. Appl. No. 11/198,617	Refrigerator	Aug. 5, 2005

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