

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Hydro Delta Corporation	12/05/2008
RECEIVING PARTY DATA	
Name:	HD Newco LLC
Street Address:	1015 East Washington Avenue
City:	Madison
State/Country:	WISCONSIN
Postal Code:	53701-1467
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12497304
Patent Number:	5465588
CORRESPONDENCE DATA	
Fax Number: (608)257-1507 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 608-257-7766 Email: docket_chussin@lathropclark.com Correspondent Name: Christopher J. Hussin Address Line 1: 740 Regent Street Address Line 2: Suite 400 Address Line 4: Madison, WISCONSIN 53715	
ATTORNEY DOCKET NUMBER:	RESPROD-112
NAME OF SUBMITTER:	Christopher J. Hussin
Total Attachments: 5 source=ptassignhydrodeltatohdnewco#page1.tif source=ptassignhydrodeltatohdnewco#page2.tif source=ptassignhydrodeltatohdnewco#page3.tif source=ptassignhydrodeltatohdnewco#page4.tif source=ptassignhydrodeltatohdnewco#page5.tif	

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**PATENT**  
**REEL: 026506 FRAME: 0808**

## PATENT ASSIGNMENT

WHEREAS, Hydro Delta Corporation, a Pennsylvania corporation, of 1000 Rico Road, Monroeville, Pennsylvania 15146 ("Assignor") is the sole and exclusive owner of the patents and patent applications and the invention(s) set forth therein listed on the attached Schedule A (the "Patent Rights"); and

WHEREAS, HD Newco, LLC, a Pennsylvania corporation, with an address at 1015 East Washington Avenue, Madison, Wisconsin 53701-1467 ("Assignee") wishes to acquire the entire right, title and interest in and to said Patent Rights and invention(s); and

WHEREAS, ASSIGNOR, is desirous of transferring to ASSIGNEE, its entire right, title and interest in and to said Patent Rights and invention(s);

NOW, THEREFORE, for good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged and intending to be legally bound hereby the undersigned ASSIGNOR, hereby sells, assigns, transfers and conveys unto the above-named ASSIGNEE, the whole and entire right, title and interest:

(a) in and to said inventions as described in the Patent Rights, for the territory of the United States and its possessions and territories and all foreign countries;

(b) in and to the Patent Rights and any and all related United States and foreign patent applications disclosing said inventions, including provisionals, non-provisionals, divisions, continuations, continuations-in-part, and continued prosecution applications and any other related United States and foreign patent applications thereof, along with all rights of priority created by said patent applications under any treaty relating thereto;

(c) in and to all United States and foreign patents which may be granted on any and all of said Patent Rights, including extensions, reissues and reexamination certificates thereof; and

(d) in and to all rights to sue for and damages resulting from past, present and future infringement of all United States and foreign patents granted or to be granted on said Patent Rights and invention(s) disclosed therein, and related patents and/or patent applications including extensions, reissues, and reexamination certificates thereof;

said invention(s), Patent Rights, and rights to damages to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said Patent Rights may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR had this assignment and sale not been made.

For the aforesaid consideration, ASSIGNOR hereby covenants, agrees and undertakes to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths or declarations and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the inventions, applications, patents and rights to

damages hereby assigned or agreed to be assigned in the United States and its possessions and territories and all foreign countries, all without further compensation to the undersigned ASSIGNOR.

It is agreed that ASSIGNOR shall be legally bound, upon request of ASSIGNEE or its successors or assigns or any legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of the inventions, and to testify in any legal proceeding relating thereto.

ASSIGNOR hereby represents and warrants that it has full right, power and authority to assign ASSIGNOR'S entire right, title, and interest in said Patent Rights and invention(s) disclosed therein, and to consummate the Assignment contemplated herein. ASSIGNOR also represents and warrants that it has full right, power, and authority to enter into, execute, and deliver this Assignment, the execution and delivery of which have been duly authorized by all necessary action on the part of ASSIGNOR, and no other authorization or proceedings on the part of ASSIGNOR are necessary to authorize this Assignment. This Assignment has been duly executed and delivered and constitutes a valid, binding and enforceable Assignment of ASSIGNOR'S entire right, title, and interest in the aforesaid inventions, applications, patents and rights to damages.

ASSIGNOR hereby warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

IN WITNESS WHEREOF, a duly authorized officer of Assignor and Assignee has executed this agreement on the date listed below.

Hydro Delta Corporation

By: David C. McCall

Print Name: DAVID C. MCCALL

Title: PRESIDENT

Date: \_\_\_\_\_

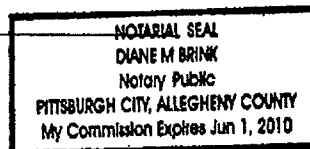
State of Pennsylvania

County of Allegheny

On this 5th day of December, 2008, before me, a notary public in and for said county, appeared the above named person, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Diane M. Brink  
Notary Public

My Commission Expires: \_\_\_\_\_



HD Newco LLC

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_

ss. \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, appeared the above named person, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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Hydro Delta Corporation

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

Print Name:

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_ )

ss. )

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, appeared the above named person, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

HD Newco LLC

By: J. Cory Recknor

Print Name: J. Cory Recknor

Title: Manager

Date: 12/5/08

State of Wisconsin

ss. )

County of Dane )

On this 5th day of December, 2008, before me, a notary public in and for said county, appeared the above named person, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Aileen R. Adamski  
Notary Public

My Commission Expires: 9/30/2012

**SCHEDULE A**

**Patent Rights**

PATENT/APPLICATION NO.	FILING or GRANT DATE	TITLE
U.S. Patent No. 5,465,588	November 14, 1995	Multi-Function Self-Contained Heat Pump System and Microprocessor Control
Canada Patent No. 2,191,210	May 11, 2004	Multi-Function Self-Contained Heat Pump System and Microprocessor Control
Japan Patent Application No. JP10501330	February 3, 1998 (date published)	Multi-Function Self-Contained Heat Pump System and Microprocessor Control
U.S. Provisional Patent Application No. 61/078,045	July 3, 2008	Refrigeration Desuperheater Control