

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The RectorSeal Corporation	06/22/2012
RECEIVING PARTY DATA	
Name:	HaVACo Technologies Inc
Street Address:	2425 West 23rd Street
City:	Erie
State/Country:	PENNSYLVANIA
Postal Code:	16506
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5741030
CORRESPONDENCE DATA	
Fax Number:	(713)263-7577
Phone:	713-263-8001
Email:	dianaa@rectorseal.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Diana Aoki
Address Line 1:	2601 Spenwick Drive
Address Line 4:	Houston, TEXAS 77055
NAME OF SUBMITTER:	Diana Aoki
Total Attachments: 2 source=Patent Assignment HaVACo Technologies#page1.tif source=Patent Assignment HaVACo Technologies#page2.tif	

OP \$40.00 5741030

Patent Assignment Agreement

This ASSIGNMENT AGREEMENT dated as of June 22, 2012 is made by and between RectorSeal, Inc of Houston, Texas ("Assignor"), and HaVACo Technologies Inc of Erie, Pennsylvania ("Assignee").

WHEREAS, Assignor is the owner of U.S. Patent No 5,741,030 on an air duct collar quick mounting means (" the Patent") and Assignor is interested in selling its rights to the Patent to Assignee; and

WHEREAS, Assignee is interested in buying the Patent and accepting an assignment of the Patent from Assignor.

NOW THEREFORE, in consideration of the foregoing and mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1.0. Assignment. In consideration of a \$6,000.00, one time payment from Assignee to Assignor, Assignor hereby assigns, transfers and conveys to Assignee, it successors and assigns, all of Assignor's rights, title and interest to the Patent, including all rights to sue or recover for the past, present and future infringement thereof, and any and all causes of action related thereto. Assignor and Assignee agree that the foregoing assignment, transfer and conveyance shall be contingent upon both the execution of this document and check for \$6,000.00 to Assignor.

Section 2.0 Representations, Warranties and Covenants. Assignor represents, warrants and covenants that Assignor has all the requisite legal right, power and authority to execute and perform this Agreement.

Section 3.0 Miscellaneous.

3.1 Governing Law. This Agreement shall be governed by the laws of the State of Texas.

3.2 Modification, Amendment and Waiver. This Agreement and its provisions shall not be modified, amended or waived, except in a writing executed by both parties.

3.3 Further Actions. Each party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

IN WITNESS WHEREOF, each of ASSIGNOR and ASSIGNEE has executed this Agreement by signing in the spaces provided below.

ASSIGNOR:

RectorSeal, Inc.


By: 

Name: David Smith

Title: Chief Executive Officer

ASSIGNEE:

HaVACo Technologies Inc

By: 

Name: Joe Prischak

Title: Chief Executive Officer