

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Geoff Sean Lyon</td> <td>07/25/2012</td> </tr> <tr> <td>Mike Holden</td> <td>07/25/2012</td> </tr> <tr> <td>Brydon Gierl</td> <td>07/25/2012</td> </tr> </tbody> </table>		Name	Execution Date	Geoff Sean Lyon	07/25/2012	Mike Holden	07/25/2012	Brydon Gierl	07/25/2012		
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>COOLIT SYSTEMS INC.</td> </tr> <tr> <td>Street Address:</td> <td>3920 - 29 Street NE</td> </tr> <tr> <td>City:</td> <td>Calgary, Alberta</td> </tr> <tr> <td>State/Country:</td> <td>CANADA</td> </tr> <tr> <td>Postal Code:</td> <td>T1Y6B6</td> </tr> </table>		Name:	COOLIT SYSTEMS INC.	Street Address:	3920 - 29 Street NE	City:	Calgary, Alberta	State/Country:	CANADA	Postal Code:	T1Y6B6
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PROPERTY NUMBERS Total: 3											
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Property Type	Number										
Application Number:	61522247										
Application Number:	61622982										
Application Number:	13559340										
CORRESPONDENCE DATA											
Fax Number:	5032962172										
Phone:	503-844-9009										
Email:	mail@ganzlaw.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:	Bradley M. Ganz										
Address Line 1:	P.O. Box 2200										
Address Line 2:	GANZ LAW, P.C.										
Address Line 4:	Hillsboro, OREGON 97123										
ATTORNEY DOCKET NUMBER:	COOL-2.003.PR, PR2, US										

NAME OF SUBMITTER:

Michelle J. Turner

**Total Attachments: 4**

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**PATENT**

**REEL: 028702 FRAME: 0662**

## ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, we, the undersigned, as inventors of certain inventions (hereafter, the "Inventions") for which we are making application, as follows:

United States Provisional Patent Application;  
Entitled DATA CENTER COOLING SYSTEMS;  
Filed on August 11, 2011;  
Assigned Application Serial Number 61/522,247;  
Identified by Attorney Docket No. COOL-2.003.PR of GANZLAW P.C., P.O. Box 2200, Hillsboro, Oregon 97123,

and

United States Provisional Patent Application;  
Entitled MODULAR HEAT-TRANSFER SYSTEMS;  
Filed on April 11, 2012;  
Assigned Application Serial Number 61/622,982;  
Identified by Attorney Docket No. COOL-2.003.PR.2 of GANZLAW P.C., P.O. Box 2200, Hillsboro, Oregon 97123,

(Hereinafter referred to as the "Patent Applications")

hereby sell, assign, and transfer unto

COOLIT SYSTEMS INC.  
of 3920 - 29 Street NE, Calgary, Alberta, Canada, T1Y6B6,  
a for-profit corporation formed under the laws of Canada,

as Assignee,

for its own use and benefit, and for its successors and assigns, the entire right, title and interest, for all countries, in and to: (a) the Inventions; (b) the Patent Applications and all related patent rights; (c) any and all other provisional and non-provisional patent applications pertaining to said Inventions or the Patent Applications (the "Other Applications"); (d) any and all patent applications claiming priority to either or both of the Patent Applications, and/or to the Other Applications, or from which any of the Patent Applications or the Other Applications claim priority, including international and foreign application (collectively, the "Priority Applications"); (e) any and all continuing applications of the Patent Applications, the Other Applications and the Priority Applications (the "Continuing Applications"); (f) any and all reissues, re-examinations and/or extensions relating to or of the Patent Applications, the Other Applications or the Priority Applications, including, without limitation, any and all renewals of and/or substitutes thereof (collectively, the "Extensions"); and (g) any and all rights and privileges that may be issued, granted or otherwise arise from, in any country, any and all said Inventions (such rights and privileges including, without limitation, any and all patent rights, other protections arising from patent applications, and other proprietary rights). Hereinafter, any and all of the Patent Applications, Other Applications, Priority Applications, Continuing Applications and rights arising therefrom are collectively referred to as "Patent Family Rights."

If the U.S. Serial Number and filing date are unknown at the time of execution of this Assignment, I/We authorize any attorney listed with GANZ LAW, P.C., USPTO Customer Number 022874, to insert where indicated above, the serial number and filing date of said application when known, and to make changes to the Attorney Docket No. listed herein.

## ASSIGNMENT

Without limiting the generality of the foregoing, we request and agree that any and all patents under Patent Family Rights shall issue to said Assignee, or to its successors and assigns, or to such nominee(s) as Assignee may designate, as the sole owner of the entire right, title and interest in and to any and all said patents and said inventions thereby patented. And we grant Assignee a limited power of attorney to execute documents on our behalf to give effect to this provision in case I am unavailable, deceased, incapacitated, or otherwise unable or unwilling to cooperate in the process of effecting a transfer of ownership, or recordation of ownership right(s) in the name of the Assignee.

We agree that, when requested, we will, without charge to said Assignee but at its expense, execute additional assignments and all other writings, make all declarations and take all oaths, and do all other acts which Assignee reasonably may deem necessary, desirable or convenient (i) for perfecting, securing, maintaining, asserting, and enforcing any and all patent applications and patents for, and other rights and privileges relating to, said inventions and Patent Family Rights in any and all countries and (ii) for vesting the entire right, title and interest therein and thereto solely in said Assignee, its successors and assigns, or such nominee(s) as Assignee may designate. We authorize and empower said Assignee, its successors and assigns, or such nominee(s) as Assignee may designate, to invoke and claim in any application in the Patent Family Rights, and in any and all other applications for patent or other form of protection for said inventions filed by or for it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any treaty or convention which may henceforth be substituted for or be an alternative to the Convention, and to invoke and claim such right of priority without further written or oral authorization from us.

This Assignment grants said Assignee (or its successors and assigns, or nominee(s) as Assignee may designate) the sole right (a) to pursue in its own name any past, present, or future actions (including, without limitation, claims of infringement) based on any and all rights and privileges that may be issued, granted or otherwise arise from, or relate to, in any country, any and all said inventions (such rights and privileges including, without limitation, any and all patent rights, other protections arising from patent applications, and other proprietary rights) and (b) to exclusively retain any awards, settlements, or other remedies therefrom, as fully and as entirely as we would have had the right to pursue and to retain had this assignment and sale not been made.


We hereby consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose and, more particularly, in proof of the right of said Assignee (or its successors and assigns, or nominee(s) as Assignee may designate) to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any treaty or convention which may henceforth be substituted for the Convention. We covenant, with said Assignee, its successors and assigns, that the rights and property herein conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

We confirm that at the time the Inventions were made, we were under an obligation to assign said Inventions and all related patent rights to Assignee.

We agree that we will not execute any assignment, encumbrance or other writing, or do any other act, that conflicts (a) with this Assignment or (b) without limiting the generality of the foregoing, with any provision set forth herein.

# ASSIGNMENT


IN WITNESS WHEREOF, we have hereunto signed our names on the day and year set forth below.

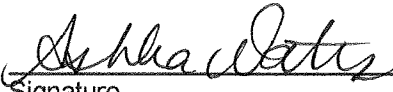
  
\_\_\_\_\_  
GEOFF SEAN LYON

July 25, 2012  
DATE

We, the undersigned witnesses, do swear and affirm that: GEOFF SEAN LYON came before us and executed this assignment in our presence on the date indicated; GEOFF SEAN LYON is either personally known by us or provided his identity to us on the basis of satisfactory evidence; and who acknowledged to us that he executed the same of his own free will for the use and purposes therein set forth.

Witnessed:

 BARBARA MASSOLIN July 25, 2012  
Signature Printed Name Date

 ASHLEA WATTS July 25, 2012  
Signature Printed Name Date

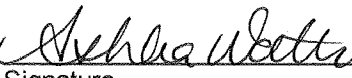
  
\_\_\_\_\_  
MIKE HOLDEN

July 25, 2012  
DATE

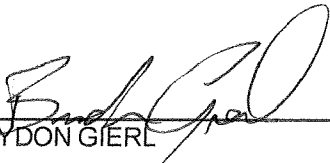
We, the undersigned witnesses, do swear and affirm that: MIKE HOLDEN COCHRANE came before us and executed this assignment in our presence on the date indicated; MIKE HOLDEN COCHRANE is either personally known by us or provided his identity to us on the basis of satisfactory evidence; and who acknowledged to us that he executed the same of his own free will for the use and purposes therein set forth.

Witnessed:

 BARBARA MASSOLIN July 25, 2012  
Signature Printed Name Date

 ASHLEA WATTS July 25, 2012  
Signature Printed Name Date

ASSIGNMENT

  
BRYDON GIERL

July 25, 2012  
DATE

We, the undersigned witnesses, do swear and affirm that: BRYDON GIERL came before us and executed this assignment in our presence on the date indicated; BRYDON GIERL is either personally known by us or provided his identity to us on the basis of satisfactory evidence; and who acknowledged to us that he executed the same of his own free will for the use and purposes therein set forth.

Witnessed:


 BARBARA MASSALIN July 25, 2012  
Signature Printed Name Date

 ASHLEA WATTS July 25, 2012  
Signature Printed Name Date

ASSIGNEE SIGNATURE

IN WITNESS WHEREOF, Assignee hereunto signed on the day and year set forth below.

on behalf of COOLIT SYSTEMS INC.

By:   
NAME: Geoff Lyon  
Title: CEO/CTO

July 25, 2012  
DATE