

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2653416

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| THE UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC. | 12/17/2013 |
| RECEIVING PARTY DATA | |
| Name: | ABT SYSTEMS, LLC |
| Street Address: | 726 MAPLE STREET |
| City: | ANNVILLE |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 17003 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Patent Number: | 5547017 |
| Patent Number: | 5881806 |
| Patent Number: | 6431268 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| Phone: | 630 858-5071 |
| Email: | mazza@mazzallc.com |
| <i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i> | |
| Correspondent Name: | MICHAEL P. MAZZA |
| Address Line 1: | 686 CRESCENT BLVD |
| Address Line 4: | GLEN ELLYN, ILLINOIS 60137 |
| ATTORNEY DOCKET NUMBER: | ABT |
| NAME OF SUBMITTER: | MICHAEL P. MAZZA |
| Signature: | /Michael P. Mazza/ |

502607014

PATENT
 REEL: 031808 FRAME: 0968

OP \$120.00 5547017

Date:

12/18/2013

Total Attachments: 5

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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

The University of Central Florida Research Foundation, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 12/17/2013

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: ABT Systems, LLC

Internal Address: _____

Street Address: 726 Maple Street

City: Annaville

State: PA

Country: US

Zip: 17003

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,547,017
5,881,806
6,431,268

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Michael P. Mazza

Internal Address: _____

Street Address: 686 Crescent Blvd.

City: Glen Ellyn

State: IL Zip: 60137

Phone Number: (630) 858-5071

Docket Number: _____

Email Address: mazza@mazzallic.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$120.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

12-18-13
Date

Michael P. Mazza

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OWNERSHIP TRANSFER AGREEMENT

This Agreement is made by and between the University of Central Florida Research Foundation, Inc., a direct support organization acting as an instrumentality of the University of Central Florida, having an address and place of business at 12201 Research Parkway, Suite 501, Orlando, Florida 32826 ("ASSIGNOR") and ABT Systems, LLC, having an office and place of business at 726 Maple Street, Annville, PA 17003 ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the inventions titled "Air Distribution Fan Recycling Control," U.S. Patent Number 5,547,017, "Air Distribution Fan and Outside Air Damper Recycling Control," U.S. Patent Number 5,881,806, "Air Distribution Fan and Outside Air Damper Recycling Control," U.S. Patent Number 6,431,268, "Air Distribution Fan and Outside Air Damper Recycling Control," Canadian Patent Number 2,245,135, and the trademark "FanCycler," U.S. Trademark Registration Number 2,814,056 (collectively "the Subject Technology");

WHEREAS, ASSIGNEE is the exclusive licensee of the Subject Technology pursuant to the terms of a license agreement ("License") executed between the parties in November, 2000, and

WHEREAS, ASSIGNOR wishes to transfer its ownership, and ASSIGNEE wishes to receive and own, the Subject Technology;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. ASSIGNOR agrees to assign all right, title and interest, in and to the Subject Technology, to ASSIGNEE, including the right to sue for past, present and future infringement of same. ASSIGNOR agrees to, within five (5) days of the execution date of this Agreement and the corresponding receipt by ASSIGNOR of full payment from ASSIGNEE, execute any documents necessary to effectuate the transfer of ownership, including the attached patent assignment (Exhibit A) and trademark assignment (Exhibit B), and thereafter to record same with the United States Patent and Trademark Office or Canadian Intellectual Property Office, as applicable. (Full payment includes the ownership transfer payment specified in Paragraph 2, and the 2H License Year 13 royalty payment as set forth in the License, and as further confirmed in Paragraph 3.)

2. In consideration for the assignment set forth in Paragraph 1, and as a condition precedent to the transfer of ownership by ASSIGNOR, ASSIGNEE shall pay to ASSIGNOR \$20,000.00, which ownership transfer payment shall be made coincident with the execution of this Agreement.

3. The parties reaffirm the 2H License Year 13 royalty payment shall be paid by ASSIGNEE to ASSIGNOR as set forth in the License, noting ASSIGNEE's Year 13 minimum royalty obligation to ASSIGNOR is \$11,000.00 and ASSIGNEE's 1H License Year 13 royalty

payment of \$1386.35 was received on about July 10, 2013, resulting in a remaining minimum royalty balance for the 2H License Year 13 royalty payment of \$9613.65.

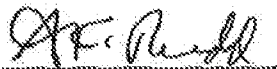
4. ASSIGNOR agrees to respond to reasonable requests from ASSIGNEE if ASSIGNEE pursues enforcement of the Subject Technology, to the extent ASSIGNOR possesses information or documentation not previously provided to ASSIGNEE and regarding the Subject Technology.

5. Upon execution of this Agreement and the corresponding receipt of the full payment by ASSIGNOR from ASSIGNEE, the parties agree to terminate the License notwithstanding Survival of Terms, pursuant to Article XXIII of the License. For the avoidance of doubt, upon termination of the License, ASSIGNOR expressly waives any right to any future royalties.

6. To the extent any provisions of past agreements between the parties are found to be contradictory or inconsistent with this Agreement, the parties agree the terms of this Agreement shall control. The parties agree that any existing sub-licenses to third parties concerning any of the Subject Technology shall continue in full force and effect. ABT agrees to notify exiting sublicenses, as necessary. The parties agree to execute any further documents which may be necessary in the future to ensure that this is the case.

WHEREFORE, this Agreement has been executed by the parties set forth below on the dates indicated.

ABT Systems, LLC



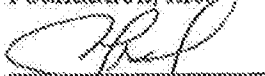
Signature

Armin F. Rudd
Name

Sole Member - Manager
Title

12/17/2013
Date

University of Central Florida Research
Foundation, Inc.



Signature

Dr. Thomas O'Neal
Name

Vice President
Title

12/16/13
Date

Reviewed as to form and legality
ONS, 12/16/2013

PATENT ASSIGNMENT

Comes Now ABT Systems, LLC and University of Central Florida, by and on behalf of its Board of Trustees,

Now therefore for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The University of Central Florida, having an address of 12201 Research Parkway, Suite 501, Orlando, FL, 32826, (hereinafter designated as the "Assignor") agrees to assign, and hereby does assign, transfer, and set over to ABT Systems, LLC, (hereinafter designated as the "Assignee") its entire right, title, and interest in and to the inventions entitled and described in Schedule A, incorporated herein by reference, and any and all progeny applications throughout the world (collectively, "Inventions").

(1.) Assignor, by these presents does sell, assign, transfer, and set over to the Assignee, its full, exclusive, and entire right, title, and interest in and to the Inventions and/ or any improvements of Assignor thereto, along with any and all Patents that may be granted therefor in the United States, and elsewhere in the world, and including the right to sue for past damages.

(2.) Assignor agrees to review and execute all separate assignments in connection with such patents as may be deemed necessary or expedient.

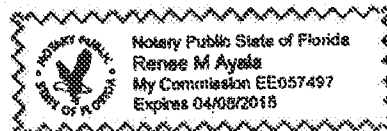
(3.) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and all similarly situated foreign officials, to issue any and all Letters Patent(s) for the Inventions to the said Assignee, as Assignee of the Assignor's entire right, title, and interest in and to the same for the Assignee's sole use, benefit, and behoof, and for the use and behoof of Assignee's legal representatives, to the full end of the term for which said Patent(s) are granted, as fully and entirely as the same would have been held by the Assignor had this Assignment and sale not been made.

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment under seal as of the date last set forth below.

Date: 12/17/13

Signature of Assignor: _____

Notary: _____



Date: 12/17/2013

Signature of Assignee: _____

Notary: _____

Attest as to Form and Legality

Notary, 12/16/2013

PATENT ASSIGNMENT
(Continued)

Schedule A

US Patents

Title

5,547,017

Air Distribution Fan Recycling Control

5,881,806

Air Distribution Fan and Outside Air Damper Recycling Control

6,431,268

Air Distribution Fan and Outside Air Damper Recycling Control

Canadian Patent

Title

2,245,135

Air Distribution Fan and Outside Air Damper Recycling Control

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