PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Execution Date
PVI RIVERSIDE HOLDINGS, INC.	04/01/2014

RECEIVING PARTY DATA

Name:	PVI INTERIM, LLC
Street Address:	3209 GALVEZ AVE
City:	FORT WORTH
State/Country:	TEXAS
Postal Code:	76111

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5713515
Patent Number:	5666943
Patent Number:	5775268
Patent Number:	5772422
Patent Number:	7278379
Patent Number:	D533263
Patent Number:	7299769
Patent Number:	7665427
Application Number:	13658934

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ATTORNEY DOCKET NUMBER: 076761-0001

502837864 PATENT REEL: 033030 FRAME: 0040

NAME OF SUBMITTER:	ALEC D. SMYCZEK
SIGNATURE:	/Alec D. Smyczek/
DATE SIGNED:	06/04/2014
Total Attachments: 3	
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PATENT REEL: 033030 FRAME: 0041

WORLDWIDE PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is effective as of April 1, 2014 (the "Effective Date") from PVI Riverside Holdings, Inc., a Delaware corporation ("Assignor") to PVI Interim, LLC, a Delaware limited liability company ("Assignee").

RECITALS

- A. As recited in the Restructuring and Tenants in Common Agreement ("Agreement") executed on April 1, 2014, Assignee agreed to acquire certain assets of the Assignor, including the Patents (as defined below).
 - B. Assignor is the owner of the Patents.
- C. Assignor and Assignee (collectively "the Parties") each desire, by execution of this Assignment, to confirm the assignment of all of Assignor's rights, title, and interest in and to the Patents to Assignee.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, including that recited in the Agreement, the receipt and sufficiency of which the Parties hereby acknowledge, and in consideration of covenants and agreements set forth in this Assignment, the Parties mutually agree as follows:

Definition of Patents: The Patents ("Patents") are defined as the US and foreign patents and patent applications listed in Appendix A attached to and made a part of this Assignment, as well as: (a) all inventions, improvements, and modifications disclosed or claimed in the Patents; (b) all rights to claim priority to the Patents, including any pending or subsequent US and foreign patent applications, and including the right to claim, for any of said applications, the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres, where the rights, title, and interest are to be held and enjoyed by the Assignee, its successors and assigns, to the full end of the term or terms for which any and all of the Patents are granted, as fully and entirely as would have been held and enjoyed by Assignor had this Assignment not been made; (c) any and all patents issuing from pending patent applications listed in Appendix A, as well as any and all patents issuing from continuations, continuations-in-part, reissues, re-examinations, or divisions of the Patents regardless of whether such patents mature from convention or non-convention applications or any other substitutions, renewals, extensions, additions, utility models or other United States or foreign patents; (d) all renewals thereof; and (e) all rights of action, powers, and benefits accrued thereto, including the rights conferred to the holders of the Patents by the US Patent and Trademark Office or corresponding foreign authority, including but not limited to the right of enforcement of the Patents for any and all claims of past, present, and future infringement and any relief resulting from such claims, including both equitable and monetary relief, in forms including but not limited to injunctions, damages, and royalties.

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- 2. <u>Assignment of Patents:</u> Assignor hereby assigns, transfers, conveys, and grants to the Assignee, its successors and assigns, all of Assignor's rights, title, and interest in the Patents, including the right to claim priority in and to the same.
- 3. <u>Facsimile Signature; Counterparts</u>. This Assignment may be executed by facsimile delivery or other electronic means (*i.e.*, PDF) of original signatures and in counterparts, each of which shall be considered one and the same agreement, and shall become effective when such counterparts have been signed by each party and delivered to the other party.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

PVI RIVERSIDE HOLDINGS, INC.

Chris Bollas, President

PVI INTERIM, LLC

By: PVI Riverside Holdings, Inc., its sole member

Chris Bollas, President

APPENDIX A: The Patents

Document	Title	Date Issued
US Patent No. 5,713,515	Method and System in a Fluid Heating Apparatus for Efficiently Controlling Combustion	02/03/98
US Patent No. 5,666,943	Water Heater or Boiler with Improved Tank Design	09/16/97
US Patent No. 5,775,268	High Efficiency Vertical Tube Water Heater Apparatus	07/07/98
US Patent No. 5,772,422	Burner Array for Water Heating Apparatus	06/30/98
US Patent No. 7,278,379	Heat Exchange System	10/09/07
US Patent No. D533,263	Portable Water Heater	12/05/06
US Patent No. 7,299,769	Condensing Gas Fired Water Heater	11/27/07
Canadian Patent No. 2,558,943	4	
Mexican Patent No. 267,425	Calentador de Agua Encendido por Gas de Condensacion	06/12/09
US Patent No. 7,665,427	Heat Exchange System with Steam Trap Protection	02/23/10
US Patent Appl. No. 13/658,934	Electromechanical Temperature Regulation System for Providing Tempered Mix Water	NA
Canadian Patent Appl. No. 2,802,312	Electromechanical Temperature Regulation System for Providing Tempered Mix Water	NA

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RECORDED: 06/04/2014