502998045 09/30/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3044644

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ACOUSTIC CEILING PRODUCTS, LLC	09/07/2014

RECEIVING PARTY DATA

Name:	QUIET ENERGY SERVICES, LLC	
Street Address:	975 WEST AMERICAN DRIVE	
City:	NEENAH	
State/Country:	WISCONSIN	
Postal Code:	54956	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14236442

CORRESPONDENCE DATA

Fax Number: (414)277-0656

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4142716560

Email: mkeipdocket@michaelbest.com **Correspondent Name:** MICHAEL BEST & FRIEDRICH LLP Address Line 1: 100 EAST WISCONSIN AVENUE

Address Line 2: **SUITE 3300**

Address Line 4: MILWAUKEE, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	029637-9002-US01
NAME OF SUBMITTER:	EDWARD J. EVANS
SIGNATURE:	/edward j. evans/
DATE SIGNED:	09/30/2014

Total Attachments: 3

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PATENT REEL: 033849 FRAME: 0189 502998045

ASSIGNMENT

This Assignment is effective between **Acoustic Ceiling Products**, a Wisconsin Limited Liability Corporation having a principal place of business at 555 Bell Street, Neenah, Wisconsin 54956 ("Assignor"), and **Quiet Energy Services**, a Florida Limited Liability Corporation having a principal place of business at 975 West American Drive, Neenah, Wisconsin 54956 ("Assignee").

- 1. For good and valuable consideration, receipt of which is hereby acknowledged by Assignee, Assignor hereby sells, assigns, transfers, and sets over to Assignee Assignor's entire right, title, and interest in and to:
 - united States Provisional Patent Application No. 61/523,556 filed on August 15, 2011 and International Patent Application No. PCT/US2012/050958 filed on August 15, 2012 (the "Applications");
 - any nonprovisional application, continuing applications, reissues, and reexaminations of the Applications in the United States claiming priority to the Applications;
 - c) all inventions and subject matter disclosed in the Applications, and any other patent or intellectual property application filed in the United States, in any foreign country, or under the Patent Cooperation Treaty, the Paris Convention, and all other international conventions, agreements, treaties or laws relating to the protection of intellectual and industrial property, in respect to any of the inventions or subject matter disclosed in the Applications; and
 - d) any priority claims to the Applications and any other application identified above.
- Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for the Applications and any other patent application, filed in the United States or in any foreign country, directed to any of the inventions disclosed in the Applications to Assignee.
- 3. Assignor hereby represents that it has the full right to convey the interest assigned by this Assignment by virtue of one or more assignments recorded on September 9, 2014 in the United States Patent and Trademark Office at reel/frame 033702/0050. Assignor hereby authorizes the Assignee or its attorneys to insert in the appropriate place in this document the recordation date and the reel/frame location of the recorded assignment(s) after execution of this Assignment. Assignor represents and warrants that it has not executed and will not execute any agreement in conflict with this Assignment.

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- 4. Assignor will, through its officers and employees, without further consideration:
 - a) communicate with Assignee any facts known by Assignor respecting the Applications and the inventions and subject matter disclosed in the Applications, testify in any legal proceeding, sign all lawful papers when called upon to do so, and execute and deliver all papers that may be necessary or desirable to perfect the title to the Applications and any applications directed to the inventions and subject matter disclosed in the Applications to the Assignee, it being understood that any expense incident to the above shall be borne by Assignee; and
 - b) execute all papers for continuing, reissue, and all other applications identified above, make all rightful oaths, and generally do everything possible to aid Assignee, its successors and assigns, in obtaining patent protection covering any of the inventions and subject matter disclosed in the Applications in the United States or in any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by Assignee.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

Assignor:	Assignee:
Acoustic Ceiling Products, LLC	Quiet Energy Services, LLC
Name: Robert J. REKMAN	Name:
Title: Passion,	Title:
Date: 9/7/14/	Date:

- 4. Assignor will, through its officers and employees, without further consideration:
 - a) communicate with Assignee any facts known by Assignor respecting the Applications and the inventions and subject matter disclosed in the Applications, testify in any legal proceeding, sign all lawful papers when called upon to do so, and execute and deliver all papers that may be necessary or desirable to perfect the title to the Applications and any applications directed to the inventions and subject matter disclosed in the Applications to the Assignee, it being understood that any expense incident to the above shall be borne by Assignee; and
 - b) execute all papers for continuing, reissue, and all other applications identified above, make all rightful paths, and generally do everything possible to aid Assignee, its successors and assigns, in obtaining patent protection covering any of the inventions and subject matter disclosed in the Applications in the United States or in any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by Assignee.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

Assignor:	Assignee:
Acoustic Ceiling Products, LLC	Quiet Energy Services, LLC
Name: Title: Date:	Name: 1050 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7

RECORDED: 09/30/2014

PATENT REEL: 033849 FRAME: 0192