

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3124585

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BRONSON RUMSEY	08/18/2014
MIKE RILEY	08/17/2014
ANDY ELSON	11/22/2014
MALCOLM BRENT NARK	08/25/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	HOTEDGE, LLC
<b>Street Address:</b>	700 N. COLORADO BLVD.
<b>Internal Address:</b>	SUITE 607
<b>City:</b>	DENVER
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80206
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14334705
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>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.</i>	
<b>Phone:</b>	603-279-0159
<b>Email:</b>	frank@marinopatents.com
<b>Correspondent Name:</b>	FRANK MARINO
<b>Address Line 1:</b>	394 MEREDITH NECK ROAD
<b>Address Line 4:</b>	MEREDITH, NEW HAMPSHIRE 03253
<b>ATTORNEY DOCKET NUMBER:</b>	HE-01CIP
<b>NAME OF SUBMITTER:</b>	FRANK MARINO
<b>SIGNATURE:</b>	/Frank Marino/
<b>DATE SIGNED:</b>	11/26/2014
<b>Total Attachments: 8</b>	
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# ASSIGNMENT

Whereas we, Bronson Rumsey, Mike Riley, and Andy Elson, have invented certain new and useful improvements in Roof Cable Securement (hereinafter the "Invention") described in a U.S. Patent Application entitled "Methods and Arrangements for Securing Cable to a Roof", which was filed on 07-18-2014 as Application No.14/334705;

And, whereas we desire to assign a 100% undivided interest in said Invention, said application disclosing the Invention and any patent which may be granted therefore to HotEdge LLC (hereinafter referred to as the "Assignee"), a limited liability company having its place of business at 700 N. Colorado Blvd, Suite 607, Denver, CO 80206, and whereas Assignee is desirous of acquiring the entire right, title and interest in the same;

Now, this indenture witnesseth, for the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, we hereby assign, sell and transfer a 100% undivided interest in said invention, said application, including any divisions, continuations, and continuations-in-part thereof, and in and to any patents of the United States, and countries foreign thereto, which may be granted for said Invention, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

And we hereby authorize and request the Director of the United States Patent and Trademark Office to issue said United States patent to said Assignee, as assignee of the whole right, title and interest thereto;

And we further agree to execute all necessary and lawful future documents, including assignments in favor of Assignee, or its designees as Assignee or its Assignees may from time-to-time present to us in order to perfect title in said Invention, modifications, and improvements in said Invention, applications and patents of the United States and countries foreign thereto;

And we further agree to sign and properly execute such necessary and lawful papers for application for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any patents that may be granted for our aforesaid Invention, as the Assignee thereof shall hereafter require and prepare at its own expense.

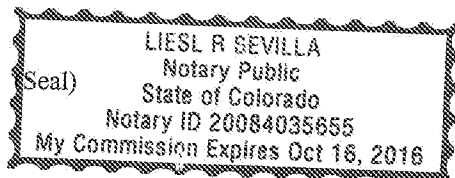
Executed this 18 day of Aug, in the year 2014  
at Highlands Ranch CO

State of Colorado

County of Douglas

Bronson Rumsey  
Bronson Rumsey

Before me personally appeared Bronson Rumsey, who acknowledged the foregoing instrument to be a free act and deed and also represented that he or she is authorized to execute the same this day of 18 Aug, in the year 2014.



Liesl Sevilla  
Notary Public

Executed this 17<sup>th</sup> day of August, in the year 2014

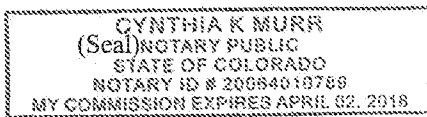
at \_\_\_\_\_

Michael P. Riley  
Mike Riley

State of Colorado

County of Garfield

Before me personally appeared Mike Riley, who acknowledged the foregoing instrument to be a free act and deed and also represented that he or she is authorized to execute the same this 17<sup>th</sup> day of August, in the year 2014.



Cynthia K. Murr  
Notary Public

Executed this 22 day of November, in the year 2014

at CASTLE ROCK COLORADO

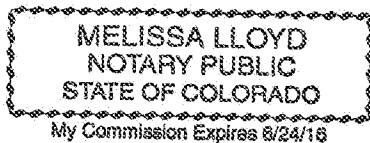
Andy Elson  
Andy Elson

State of Colorado

County of Douglas

Before me personally appeared Andy Elson, who acknowledged the foregoing instrument to be a free act and deed and also represented that he or she is authorized to execute the same this 22<sup>nd</sup> day of November in the year 2014.

(Seal)



Melissa Lloyd  
Notary Public

PATENT

ASSIGNMENT

WHEREAS, I, Malcolm Brent Nark of 12645 East Evans Circle, Unit B, Aurora, CO 80014, have invented certain new and useful improvements for a "Roof Edge Cable Raceway and Method Of Forming Same" for which I executed an application for Letters Patent in the United States identifying me as the sole inventor thereof said application being assigned serial number \_\_\_\_\_ by the U.S. Patent and Trademark Office and identified as Thompson Coburn LLP, Docket 964393-83981; and

WHEREAS, Martin Engineering Company, a corporation of the State of Illinois having its principal office and place of business at One Martin Place, Neponset, IL 61345, is desirous of acquiring the entire right, title and interest in and to said invention and improvements as disclosed in said application, in and to said application, and in and to the patent to be obtained thereon.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt and adequacy of all of which are hereby acknowledged, I, Malcolm Brent Nark, have sold, assigned and transferred and do hereby sell, assign and transfer unto said Martin Engineering Company, its successors or assigns, the entire right, title and interest in and to said invention and improvements as the same are disclosed in said application which was executed by me, in and to said application, and in and to any and all Letters Patent and applications filed therefor, including provisionals, non-provisionals, divisionals, continuations, reissues, reexaminations and extensions to be obtained therefor in the United States and all foreign countries; and I further agree to cooperate with the assignee hereunder in the obtaining and sustaining of any and all such Letters Patent as the assignee may desire to apply for, but at the expense of said assignee.

The Commissioner of Patents or other proper official is hereby authorized and requested to issue said Letters Patent to said Martin Engineering Company in accordance with this Assignment.

The undersigned hereby authorizes and requests the attorneys of record in said application(s) to insert in this Assignment the serial number, filing date, and date of execution of said application(s).

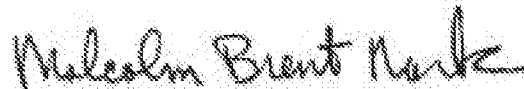
For said considerations, the undersigned hereby agrees, upon the request and at the expense of said Assignee, to execute any provisional, non-provisional, divisional, continuation, continuation-in-part or substitute application for said invention or improvements, and any oath or affidavit relating thereto, and

any application for the reissue or extension of any Letters Patent that may be granted upon said application(s), and, in the event of any application or Letters Patent assigned herein becoming involved in an interference, to cooperate to the best of the ability of the undersigned in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof. The undersigned agrees to perform, upon request, any affirmative acts to obtain said Letters Patent of the United States and vest in said Assignee all rights therein, whereby said Letters Patent will be held and enjoyed by said Assignee, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

And for said consideration, the undersigned hereby assigns to said Assignee the entire right, title and interest in said invention or improvements for all foreign countries, including all priority rights, and agrees to execute, at the request of said Assignee, all documents in connection with any application for foreign Letters Patent therefor.

IN WITNESS WHEREOF, I have hereunto set my hand the 25<sup>TH</sup> day of

August, 2008.



Malcolm Brent Nark

## PATENT ASSIGNMENT

WHEREAS, Martin Engineering Company, a corporation of Illinois, having a place of business at One Martin Place, Neponset, Illinois 61345 (hereinafter, "Martin Engineering") is the owner of the entire right, title and interest in and to inventions and improvements as disclosed in the following applications, in and to the following applications, and in and to the patents to be obtained thereon:

1. U.S. patent application serial no. 12/547,227, entitled "Roof Edge Cable Raceway and Method Of Forming Same," filed August 25, 2009; and
2. U.S. patent application serial no. 12/68<sup>6</sup>~~5~~,578, entitled "Roof Edge Cable Raceway and Method Of Forming Same," filed January 13, 2010;

WHEREAS, Hot Edge, Inc., a corporation of Illinois, having a place of business at One Martin Place, Neponset, Illinois 61345 (hereinafter, "Hot Edge") is desirous of acquiring the entire right, title and interest in and to said inventions and improvements as disclosed in said applications, in and to said applications, and in and to the patents to be obtained thereon.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and adequacy of all of which are hereby acknowledged, Martin Engineering has sold, assigned and transferred, and does hereby sell, assign and transfer unto Hot Edge, its successors or assigns, the entire right, title and interest in and to said inventions and improvements as the same are disclosed in said applications, in and to said applications, and in and to any and all Letters Patents and applications filed therefor, including provisionals, non-provisionals, divisionals, continuations, reissues, reexaminations and extensions to be obtained therefor in the United States and all foreign countries; and Martin Engineering agrees to perform, upon request at the expense of Hot Edge, any affirmative acts to obtain said Letters Patents of the United States and vest in Hot Edge all rights therein, whereby said Letters Patents will be held and enjoyed by Hot Edge, to the full end of the term for which said Letters Patents may be granted as fully and entirely as the same would have been held and enjoyed by Martin Engineering if this assignment had not been made, including the right to sue and recover for any infringements of Patents obtained from said applications.

The Commissioner of Patents or other proper official is hereby authorized and requested to issue said Letters Patents to Hot Edge in accordance with this Assignment.

IN WITNESS WHEREOF, I have hereunto set my hand the 23 day of August, 2010.

Scott E. Hutter

STATE OF IL

COUNTY OF Henry

: SS

On this 23 day of August, 2010 before me, a Notary Public, within and for the County of Henry State of IL, personally appeared Scott E. Hutter, to me known to be the person described in and who executed the foregoing assignment and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

Christine Usrey  
Notary Public

My Commission Expires: 6/25/13



REEL: 034270 FRAME: 0310

## **INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT**

This Intellectual Property Rights Assignment is by and between Hot Edge, Inc., an Illinois corporation (the "Seller"), and Hot Edge, LLC, a Colorado limited liability company (the "Buyer").

**WHEREAS**, Seller is the owner of all right, title, and interest in and to assets relating to ice prevention systems, said assets including: (a) the trademarks listed on Schedule A hereto (the "Trademarks"), (b) the goodwill associated with the Trademarks; (c) the patents and patent applications listed on Schedule B hereto, and (d) other information, such as the domain names listed on Schedule C hereto, customer relationships, client database, sales networks, marketing activities, and research programs, chemical and/or technological know-how, formulas and methodologies, processes and products, whether protectable as under copyright, patent, trade secret, or trademark laws, whether tangible or intangible, and in whatever form or medium provided (collectively, the items included under (a) - (d) are hereinafter referred to as the "Intellectual Property Rights");

**WHEREAS**, Buyer is desirous of acquiring all of Seller's right, title and interest in and to the Intellectual Property Rights pursuant to an Asset Purchase Agreement between Seller and Buyer of even date herewith.

**NOW THEREFORE**, in consideration of the foregoing premises, the covenants and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Seller has sold, assigned and transferred, and hereby does, sell, assign and transfer unto Buyer the entire right, title and interest in and to the Intellectual Property Rights, including the Trademarks together with the goodwill associated therewith, renewals and extensions thereof, and including inventions and improvements as the same are disclosed in said patents and patent applications, in and to said patents and applications, and in and to any and all Letters Patents and applications filed therefor, including provisionals, non-provisionals, divisionals, continuations, reissues, reexaminations and extensions to be obtained therefor in the United States and all foreign countries, and the right to sue for, and recover for, any past infringements of said Intellectual Property Rights, to be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller had no sale and assignment of said Intellectual Property Rights been made.
2. At Buyer's expense, Seller further agrees to execute such further documents reasonably required by Buyer to secure and enforce the rights granted to Buyer under this Intellectual Property Rights Assignment.

This Intellectual Property Rights Assignment is executed in connection with and subject to the terms and conditions of the aforesaid Asset Purchase Agreement.

**[SIGNATURE PAGE FOLLOWS]**

AE

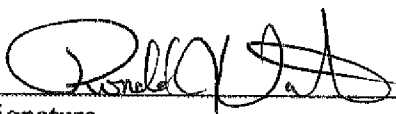


IN WITNESS WHEREOF, the undersigned has executed the foregoing Intellectual Property Rights Assignment as of October 28, 2013.

**SELLER**

**HOT EDGE, INC.,**  
an Illinois corporation

By:

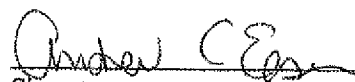
  
\_\_\_\_\_  
Signature

Ronald J Vick, CFO  
Printed Name and Title

**BUYER**

**HOT EDGE, LLC,**  
a Colorado limited liability company

By:

  
\_\_\_\_\_  
Signature

Andrew C Elson, President  
Printed Name and Title

**SCHEDULE A**

**Trademark**

Mark	Status	Application Number	Filing Date	Reg. Number	Issue Date
HOTEDGE	Granted	77/908119	08-Jan-2010	4,016,534	23-Aug-2011

**SCHEDULE B**

**Patents and Patent Applications**

Status	Application Number	Filing Date	Patent Number	Issue Date
Granted	12/547227	25-Aug-2009	8191319 B2	05-Jun-2012
Granted	12/686578	13-Jan-2010	8205397 B2	26-Jun-2012
Allowed	12/765140	22-Apr-2010	8490336 B2	23-Jul-2013
Published	12/852676	09-Aug-2010		
Published	12/915344	29-Oct-2010		

**SCHEDULE C**

**Domain Names**

- [www.hotedge.net](http://www.hotedge.net)
- [Roofhotedge.com](http://Roofhotedge.com)
- [Martinhotedge.com](http://Martinhotedge.com)

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