PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT3260005

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MARTIN A. SHIMKO	02/26/2015
MICHAEL J. PARRELLA SR.	03/09/2015

RECEIVING PARTY DATA

Name:	GTHERM, INC.
Street Address:	500 POST ROAD EAST
City:	WESTPORT
State/Country:	CONNECTICUT
Postal Code:	06880

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14202778

CORRESPONDENCE DATA

Fax Number: (203)261-5676

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: 203-261-1234

Email: fjm@warefressola.com **Correspondent Name:** FRANCIS J. MAGUIRE Address Line 1: 755 MAIN STREET Address Line 2: P.O. BOX 224

Address Line 4: MONROE, CONNECTICUT 06468

ATTORNEY DOCKET NUMBER:	800-163.011-1
NAME OF SUBMITTER:	FRANCIS J. MAGUIRE
SIGNATURE:	/Francis J. Maguire/
DATE SIGNED:	03/11/2015

Total Attachments: 4

source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif

> **PATENT** REEL: 035136 FRAME: 0088 503213390

ASSIGNMENT AND AGREEMENT

FOR VALUE RECEIVED, We, Martin A. Shimko, a citizen of the United States of America, and residing at 175 Morrill Bend, Quechee, VT 05059 USA, and Michael J. Parrella, Sr., a citizen of the United States of America, and residing at 40 Kellogg Hill Road, Weston, CT 06883, USA, hereby sell, assign and transfer, and confirm the sale, assignment and transfer, to GTherm, Inc. (hereinafter "assignee"), a corporation duly organized and existing under the laws of the State of Nevada, and having a principal place of business at 500 Post Road East, Westport CT 06880 as assignee, and its successors and assigns the entire right, title and interest, for all countries and other jurisdictions in and to certain inventions relating to improvements in "Creation of SWEGS Appendages and Heat Pipe Structures" (the "Invention(s)") which is described in U.S. patent application serial no. 14/202,778, filed March 10, 2014 claiming benefit of U.S. provisional patent application serial no. 61/774,977 filed March 8, 2013, all applications for patent or similar protective rights (including without limitation the aforementioned provisional patent application) directed to the Invention(s) or claiming a right of priority to or benefit of any such application, and all Letters Patent and other Patents, Patent Registrations and Validations, Patent Certificates, and other similar forms of protection (as the case may be) granted or issued based on any such application or otherwise directed to the Invention(s), the foregoing including without limitation non-provisional and national phase applications, continuations, divisions, extensions, renewals and reissues.

We request that any and all patents for said inventions be issued to said assignee, its successors, assigns.

We agree that, when requested, I will, without charge to said assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and other jurisdictions and for vesting title thereto in said assignee, or its successors, and assigns.

Page 1 of 4

PATENT REEL: 035136 FRAME: 0089

We hereby assign and transfer to said assignee, its successors and assigns, for any application for patent or other form of protection directed to said Invention(s), the benefit of the aforementioned applications along with the right to invoke and claim the same, and further authorize and empower the assignee, its successors and assigns, and their legal representatives or nominees so to invoke and claim such benefit.

We hereby assign and transfer to said assignee, its successors and assigns, for any application for patent or other form of protection directed to said Invention(s), the right of priority to and benefit of any and all applications as aforesaid, including without limitation that provided by (a) the International (Paris) Convention for the Protection of Industrial property, as amended, or by convention which may henceforth be substituted for it; and (b) the Patent Cooperation Treaty, as amended, or by any treaty which may henceforth be substituted for it; and the right to invoke and claim the same, and further authorize and empower the assignee, its successors and assigns, and their legal representatives or nominees so to invoke or claim such right and benefit without further written or oral approval from us.

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 or other jurisdiction for any purpose and more particularly in proof of the right of the said assignee, legal representative or nominee to invoke and claim the right of priority to and benefit of the aforementioned provisional application and any and all other applications as aforesaid including that provided by: (a) the International Convention for the protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it; and (b) the Patent Cooperation Treaty, as amended, or by any treaty which may henceforth be substituted for it.

We covenant with said assignee, it successors and assigns and legal representatives, 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.

Page 2 of 4

Signed at Westbehanon WH this Hay of February, in the year 20/5
(city or town)
Martin A. Shimko
State of New Hampshire
County of GNAFTON
On this the Z6th day of FEBRARY, 20]5, before me, ANTHOW BERMARE
(Notary Public), personally appeared Martin A. Shimko, known to me to be the
person whose name is subscribed to the within instrument and acknowledged that he
executed the same for the purposes therein contained.
In witness whereof I hereunto set my hand.
Date: FEBRUMY 76+5, 2015
Printed Name: ANTHOW BETWINDE
Notary Public / Lug / 2
My Commission Expires Anthony Benware Notery Public, State of New Hampshire
My Commission Expires January 14, 2020
Signed at Westport, CT this 9th day of March in the year 20/5. (city or town) Michael J. Parrella, Sr.
State of Connecticut
County of Fairfield

Page 3 of 4