PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3339380

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
NEXCORE TECHNOLOGY, INC.	01/14/2015

RECEIVING PARTY DATA

Name:	NEXCORE TECHNOLOGY, LLC	
Street Address:	83 HOBART STREET	
City:	HACKENSACK	
State/Country:	NEW JERSEY	
Postal Code:	07601	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7589634

CORRESPONDENCE DATA

Fax Number: (216)363-4588

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: 216.363.4677

Email: patent@beneschlaw.com **Correspondent Name: DUNCAN H. POIRIER**

Address Line 1: BENESCH FRIEDLANDER COPLAN & ARONOFF LLP

Address Line 2: 200 PUBLIC SQUARE, SUITE 2300

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	38390-1
NAME OF SUBMITTER:	DUNCAN H. POIRIER
SIGNATURE:	/Duncan H. Poirier/
DATE SIGNED:	05/05/2015

Total Attachments: 4

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> **PATENT** REEL: 035565 FRAME: 0041 503292762

PATENT AND INVENTIONS ASSIGNMENT

WHEREAS, Nexcore Technology, Inc., a New Jersey corporation (the "Assignor"), having a place of business at 150 Hopper Avenue, Waldwick, New Jersey 07463, is the owner of the patent and registration identified in <u>Schedule A</u>, attached hereto and made a part hereof;

WHEREAS, Assignor has agreed to sell, assign and transfer to Nexcore Technology, LLC, a Delaware limited liability company (hereinafter "Assignee"), having a place of business at 150 Hopper Avenue, Waldwick, New Jersey 07463, the entire right, title and interest in and to the Patent and registration identified on <u>Schedule A</u> and the inventions disclosed therein;

NOW, THEREFORE, in consideration of the payment by Assignee to Assignor of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

Assignor hereby sells, assigns and transfers to Assignee the entire right, title and interest, free and clear of all liens, security interests, claims and encumbrances of any nature whatsoever, in and for the United States and other countries, in and to the patent and registration identified in Schedule A, and in and to all inventions disclosed in any and all of such patent and/or registration, and all divisional, continuing, substitute, renewal, and reissue patent and registrations for patent, relating to or derived from any of such inventions, which have been or shall be filed in or for the United States and/or any other countries, as well as any and all improvements to such inventions or to any of them (collectively, the "Inventions") and all other rights, powers, privileges and interests of whatsoever nature, kind or description relating to the Inventions, including but not limited to the right to sue for, recover, and have damages and profits for any past, present and/or future infringement, to the fullest extent permitted by law; the same to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. This Patent and Inventions Assignment shall be effective as of January _______, 2015.

Assignor hereby acknowledges and agrees that Assignee and/or any of its successors, assigns and/or legal representatives may record the assignment of rights in the patent and registration identified on Schedule A, and may apply for, and if issued receive, patent for the Inventions for filing in Assignee's own name; and that, when reasonably requested by Assignee, or any of its successors, assigns or legal representatives, to carry out the intent or purpose of this Patent and Inventions Assignment, Assignor shall, at Assignee's cost and expense, (i) execute all divisional, continuing, substitute, renewal, and reissue patents and applications, and all other patent applications, relating to any of the Inventions in or for the United States and/or any and all foreign countries, and all rightful oaths, declarations, assignments, powers of attorney and other papers relating to any of the foregoing; (ii) communicate to Assignee, and its successors, assigns and legal representatives, all facts known to Assignors relating to any of the Inventions and the history thereof; (iii) testify as to all pertinent facts and documents relating to the Inventions as may be known or accessible to Assignors in any interference, litigation or proceeding related thereto; and (iv) generally do everything reasonably possible which Assignee, or any of its successors, assigns or legal representatives, shall reasonably consider desirable for aiding in

PATENT REEL: 035565 FRAME: 0042 securing, maintaining and/or enforcing any patents related to any or all of the Inventions and for vesting title therein to Assignee, its successors, assigns and legal representatives, as the case may be

Without limiting the foregoing, Assignor hereby irrevocably appoints Assignee and each of Assignee's officers, signing singly as attorney-in-fact with full power (and coupled with an interest), with full power of substitution, to be Assignor's true and lawful attorney, in Assignor's name, place and stead, to execute, acknowledge, swear to and file all documents (including but not limited to any instrument of assignment, transfer and/or conveyance) and to take all actions which Assignee reasonably deems necessary, appropriate or desirable to effectuate the assignment provided for in this Patent and Inventions Assignment.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

[Remainder of page intentionally left blank; Signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the _____day of January, 2015.

NEXCORE TECHNOLOGY, INC.

Name: Wilton Frank

Title: President

State of NEW TERSS) ss: County of BERGIN)

On the <u>m</u> day of January in the year 2015 before me, the undersigned, personally appeared, Milton Frank, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

RICHARD DENSEL

NOTARY PUBLIC OF NEW JERSEY

COUNTY OF MORRIS

MY COMMISSION EXPIRES 2/04/2019

ID # 2161690

[Signature page to Patent and Inventions Assignment]

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SCHEDULE A

Patent No.	Filing Date	Patent Number
US 7,589,634 B2	1/22/2007	7589634

PATENT REEL: 035565 FRAME: 0045