# 503403690 07/22/2015 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3450324

SUBMISSION TYPE:		NEW ASSIGNMENT	
ATURE OF CONVEYANCE: ASSIGNMENT			
CONVEYING PARTY	' DATA		
		Name	Execution Date
DAVID LIVSHITS			09/02/2014
LESTER TEICHNER		07/21/2015	
RECEIVING PARTY	DATA		
Name:	TURBU	LENT ENERGY, LLC	
		ILENT ENERGY, LLC ANBERRY HILL, SUITE 6	
Name:		ANBERRY HILL, SUITE 6	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14482902

02421

### CORRESPONDENCE DATA

**Fax Number:** 

**Postal Code:** 

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:	312-609-7850
Email:	abufalino@vedderprice.com
Correspondent Name:	VEDDER PRICE
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Address Line 4:	CHICAGO, ILLINOIS 60601

41675.00.0035
ANGELO J. BUFALINO
/Angelo J. Bufalino/
07/22/2015

### **Total Attachments: 4**

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PATENT Docket No. 41675.00.0035

### ASSIGNMENT

This Assignment Agreement (the "Agreement") is made and entered into on the date set forth below on the signature pages attached hereto by and between the following:

David Livshits, residing and having a post office address at 501 33 Anuve, Apt. 203, San Francisco, California 94121; and Lester Teichner, residing and having a post office address at 2230 North Seminary Avenue, Chicago, Illinois 60614 (the "Assignors"); and

Turbulent Energy, LLC, a Delaware limited liability company located and doing business at One Cranberry Hill, Suite 6, Lexington, Massachusetts 02421 (the "Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignors have invented certain new and useful improvements as described and set forth in the below-identified application for United States Letters Patent:

## ENGINE WITH INTEGRATED MIXING TECHNOLOGY

U.S. Application No: \_\_\_\_\_ Filing Date: September 10, 2014

WHEREAS, Assignee is desirous of acquiring Assignors' right, title, and interest in, to, and under such improvements, such application, any Letters Patent that may be granted on the same, and any other application or Letters Patent covering such improvements (the "Patent Rights") as hereinafter more fully set forth;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, in consideration of the foregoing, the mutual covenants set forth herein, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and intending to be legally bound, the Parties agree as follows:

1. Assignors hereby sell, assign, and transfer to Assignee Assignors' right, title, and interest in, to, and under the Patent Rights and any other application or Letters Patent covering the Patent Rights that may be granted therefrom due to divisions, reissue, substitutions, extensions, continuations, and continuations-in-part.

2. Assignors hereby sell, assign, and transfer to Assignee all Assignors' right, title, and interest in and to any related or counterpart patent applications, invention registrations or equivalents thereto and any Letters Patent therefrom in all countries foreign to the United States, including the right to claim priority under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose, claiming approximately the same subject matter of the Patent Rights.

3. Assignors represent and warrant that all such sales, assignments, and transfers are valid and free and clear of all liens, encumbrances, and claims of third parties.

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D.L.

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4. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, heirs, legatees, and personal representatives, as the case may be.

5. Assignors covenant to (a) execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in, to, and under the Patent Rights in Assignee; (b) assist Assignee in the prosecution of any of the applications herein referred to, including, without limitation, signing all lawful papers, executing all divisional, continuation, continuation-in-part, reissue, and substitute applications, making all lawful oaths, and assisting in vesting title in the Assignee and to aid the Assignee to obtain and enforce proper protection for the subject matter of the Patent Rights in all countries; and (c) assist Assignee in the prosecution or defense of any interference, infringement, or other action that may arise involving the Patent Rights or any claim thereto or thereunder, including, without limitation, testifying in any legal proceedings and notifying Assignee promptly of any subpoena or contact by any person other than Assignee or its agents regarding the Patent Rights, and in any event at least one week prior to any deposition, legal inquiry, or legal proceeding relating to the Patent Rights.

6. Assignors covenant that the Commissioner of Patents and Trademarks is authorized and requested to issue any Letters Patent arising from the Patent Rights to Assignee in accordance with the terms of this Agreement.

7. Assignors hereby authorize and request the attorneys of record in the application bearing the abovementioned docket number to insert in this assignment the U.S. application number of said application when officially known, if applicable.

#### [Continued On Next Page]

### PATENT REEL: 036156 FRAME: 0300

PATENT Docket No. 41675.00.0035

2014 Dated:

David Livshits

STATE OF SS COUNTY OF

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that David Livshits, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Notary Public

[Continued on Next Page]

ACKNOWLEDGMENT State of California, County of <u>SAN FRAUCISCO</u> on <u>SPT. 8,2014</u> before me, <u>STEVE WISNCA</u> (notary public), personally appeared <u>DAVID LIVSHIT</u>

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/per/their authorized capacity(iss), and that by his/per/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certily under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my band and official seal.

Signature XINCY (Seal)



PATENT REEL: 036156 FRAME: 0301

PATENT Docket No. 41675.00.0035  $\bigcirc$ Dated: Lester Teichner

STATE OF ILLINOIS SS COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that Lester Teichner, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

day of 20	01 <b>4</b> .
My Commission Expires:	
	Notary Public
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[End of Assignment]

OFFICIAL SEAL ANGELO J. BUFALINO Notary Public, State of Illinois My Commission Expires December 12, 2015

**RECORDED: 07/22/2015** 

### PATENT REEL: 036156 FRAME: 0302

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