

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3567905

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SCHAEFER VENTILATION EQUIPMENT, LLC	10/08/2015
RECEIVING PARTY DATA	
Name:	SCHAEFER VENTILATION EQUIPMENT CORP.
Street Address:	1 INDUSTRIAL BLVD., #101
City:	SAUK RAPIDS
State/Country:	MINNESOTA
Postal Code:	56379
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6598414
Patent Number:	7395676
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	8167531000
Email:	uspt@polsinelli.com
Correspondent Name:	POLSINELLI PC
Address Line 1:	900 W. 48TH PLACE, SUITE 900
Address Line 4:	KANSAS CITY, MISSOURI 64112
ATTORNEY DOCKET NUMBER:	071627-497947
NAME OF SUBMITTER:	ANDREA PORTERFIELD
SIGNATURE:	/Andrea Porterfield/
DATE SIGNED:	10/13/2015
Total Attachments: 7	
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Assignment"), dated as of October 8, 2015 (the "Effective Date"), is between Schaefer Ventilation Equipment, LLC, a Minnesota limited liability company ("Assignor"), and Schaefer Ventilation Equipment, Corp., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS Assignor and Assignee have entered into an Asset Purchase Agreement, dated October 6, 2015 (hereinafter the "Agreement"), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, substantially all assets of Assignor, including, without limitation, (i) all patents and patent applications in the name of or owned by Assignor, including the patents and patent applications identified and set forth on Schedule A attached hereto, (ii) the invention disclosures identified and set forth on Schedule A attached hereto, and (iii) with respect to (i) and (ii), all national (of any country of origin) and multinational patents, patent applications and provisional patent applications, and reissues, divisions, continuations, continuations-in-part, continuing patent applications, extensions and reexaminations thereof, and all rights therein provided by multinational treaties or conventions (such patents and patent applications, the "Assigned Patents"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Assigned Patents.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment and in the Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Pursuant to and subject to the terms and conditions of the Agreement, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Patents, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with (A) the right, if any, to register, prosecute, maintain and defend the Assigned Patents before any public or private agency, office or registrar, (B) all rights of cooperation that have been pledged or assigned to Assignor with respect to the Assigned Patents, and (C) the right to sue and recover damages or other compensation for past, present and future infringements of the Assigned Patents, the right to sue and obtain equitable relief in respect of such infringements, and the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

2. Cooperation. Assignor shall use reasonable efforts to take actions and execute and deliver documents that Assignee may reasonably request to effect the terms of this Assignment and to perfect Assignee's title in and to those Assigned Patents assigned to it hereunder. In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee, and its duly authorized officers and agents, as Assignor's agent and attorney-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor.

3. Recordation. Assignee shall be solely responsible for all actions and all costs whatsoever, including but not limited to taxes, attorneys' fees and patent office fees in any jurisdiction, associated with the perfection of Assignee's right, title, and interest in and to the Assigned Patents and

recording and/or registration of this Assignment or any other document evidencing the assignment to Assignee of the Assigned Patents. The Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Assigned Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

4. Disclaimer. There are no warranties, representations or conditions, express or implied, statutory or otherwise between the Parties under this Assignment. ASSIGNEE ACKNOWLEDGES THAT, EXCEPT AS PROVIDED OTHERWISE IN THE AGREEMENT, THE ASSIGNED PATENTS ARE CONVEYED ON AN "AS IS" AND "WHERE IS" BASIS WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTY WHATSOEVER, INCLUDING WITHOUT LIMITATION AS TO THE CONDITION OF TITLE, ENFORCEABILITY, VALUE, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, VALIDITY, REGISTRABILITY OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED OR BY OPERATION OF LAW, BY ANY PERSON, INCLUDING WITHOUT LIMITATION BY ASSIGNOR, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS.

5. Governing Law. This Assignment shall be governed by the governing law and venue provisions of Section 12.8 of the Agreement.


6. General Provisions. This Assignment is intended to effect the assignment of the Assigned Patents to Assignee as described in the Agreement. To the extent of any conflict or inconsistency between the terms and conditions of this Assignment and the Agreement, the Agreement shall prevail and govern the rights and obligations of the parties hereto and the scope of assignment of the Assigned Patents. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment, along with its Schedule and the Agreement and its Schedules, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

ASSIGNOR:

Schaefer Ventilation Equipment, LLC

By 

Name: Neal Hoeflin

Title: CFO

ASSIGNEE:

Schaefer Ventilation Equipment, Corp.

By _____

Name: Jim Brower


Title: President

STATE OF Minnesota)

COUNTY OF Hennepin)

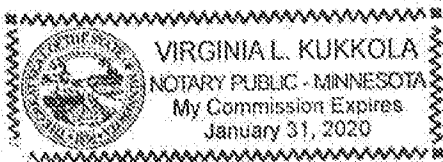
ss.:

On this 7th day of October, 2015, before me, the undersigned, a notary public in and for said state and county, personally appeared Neal Hofflin, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of School Ventilation Equipment, LLC as the CFO of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.



Notary Public

(Affix Seal Below)



IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

ASSIGNOR:

Schaefer Ventilation Equipment, LLC

By _____
Name: Neal Hoefflin
Title: CFO

ASSIGNEE:

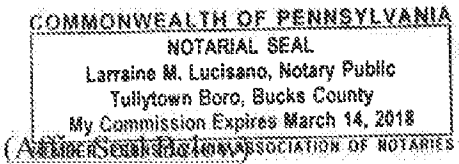
Schaefer Ventilation Equipment, Corp.

By _____
Name: Jim Brower
Title: President

STATE OF PA)
COUNTY OF Bucks)

ss.:

On this 8 day of October, 2015, before me, the undersigned, a notary public in and for said state and county, personally appeared Jim Brower, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Schaefer Ventilation as the President of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.



Lorraine M. Lucisano
Notary Public

Schedule A

LIST OF ASSIGNED PATENTS

U.S. Issued Patents

Patent No.	Title	Filing Date	Issue Date
6,598,414	Oscillating Evaporative Air Cooler	August 31, 2000	July 29, 2003
7,395,676	Collapsible Misting Fan Apparatus	August 10, 2004	July 8, 2008

U.S. Patent Application

App. No.	Title	Filing Date
61,897,649	Improved Flexible Ducting & Method of Using the Same	