## 503583435 11/24/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3630064

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
INNOVATION 4 ZERO ENERGY LLC	11/11/2015

### **RECEIVING PARTY DATA**

Name:	SOLID GREEN SOLUTIONS, LLC	
Street Address:	2502 NEWTON DRIVE	
City:	LAGO VISTA	
State/Country:	TEXAS	
Postal Code:	78645	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	
Patent Number:	8359808	
PCT Number:	US2014018154	

### **CORRESPONDENCE DATA**

**Fax Number:** (512)439-7199

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:** 512-439-7100

Email: landre@larsonnewman.com

Correspondent Name: H. KENNETH PROL Address Line 1: 8200 N. MOPAC EXPY.,

Address Line 2: SUITE 280

Address Line 4: AUSTIN, TEXAS 78759

ATTORNEY DOCKET NUMBER:	6103-0001
NAME OF SUBMITTER:	H. KENNETH PROL
SIGNATURE:	/h kenneth prol/
DATE SIGNED:	11/24/2015

#### **Total Attachments: 5**

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### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of November 11, 2015, is made by Innovation 4 Zero Energy LLC formerly known as Solid Green Innovations, LLC formerly known as Solid Green Development, LLC ("Seller"), a Texas limited liability company, in favor of Solid Green Solutions, LLC ("Buyer"), a Texas limited liability company, the purchaser of certain assets of Seller pursuant to a Asset Purchase Agreement between Buyer and Seller, dated as of November 11, 2015 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

## NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned IP**"):
- (a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**") pursuant to that certain Patent and Know-how Assignment Agreement dated as of November 11 2015;
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royaltiesNovemberfees, income, payments and other proceeds hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse,

breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.
- 3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Royalty Agreement, Asset Purchase Agreement and the terms hereof, the terms of the Royalty Agreement shall govern first, then the Asset Purchase Agreement shall govern secondarily.
- 4. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

	Innovations 4 Zero Energy LLC		
	(assignee of Solid Green		
	Development, LLC)  Lavel B. Carolan		
	Ву:		
	Name: David B. Carolan		
	TitlePresident, Green US Management, Inc. its Manager		
	Address for Notices:		
	12400 Hwy 71, Suite 350-401 Austin, TX 78738		
AGREED TO AND ACCEPTED:			
	Solid Green Solutions, LLC		

Name: Title:

By: \_\_\_\_\_

Address for Notices:

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

AGREED TO AND ACCEPTED:

Innovations 4 Zero Energy LLC
(assignee of Solid Green
Development, LLC)

By:\_\_\_\_\_\_\_

Name:
Title:
Address for Notices:

Solid Green Solutions, LLC

By:\_\_\_\_\_\_

Name: Makes 7. Rack

Title: Part Diff

Address for Notices:

2502 NEWTON PR. CAGO U5574, TX 78645

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# **SCHEDULE 1**

# ASSIGNED PATENTS AND PATENT APPLICATIONS

Title	App.	Reg.	International
A polystyrene wall,	12618900 (US)	US8359808	
system, and method	Nov 16, 2009	Jan 29, 2013	
for use in an insulated			
foam building (US)			
EPS Building Panels	PCT/US2014018154	Pending	PCT/US14/18154
and Associated	(US)		
Assembly,			
Connection and			
Method of Making			
the Same			