503751859 03/24/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3798505

		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT	
CONVEYING PARTY D	ΑΤΑ			
		Name	Execution Date	
CHRISTIPHER SHANNAN BARNES		ES	03/04/2016	
JAMES DWIGHT ANDF	REWS JR.		03/04/2016	
KEVIN WILLIAM BELL			03/04/2016	
RECEIVING PARTY DA	ATA			
Name:	HIL TEC	CH LLC DBA GTECH USA		
Street Address:	PO BOX	(2787		
City:	CONRC	ÞE		
State/Country:	TEXAS			
Postal Code:	77305			
Application Number:	1	4494866		
Property Type		Number	_	
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ASSIGNMENT

This assignment (hereinafter the "Assignment") is made by and between Christipher Shannan Barnes, an individual having an address at 58 Shimmer Pond Pl., The Woodlands, Texas 77385 (hereinafter the "Assignor") and Hil Tech LLC dba Gtech USA, a Texas corporation, having a principal place of business at PO Box 2787, Conroe, Texas 77305 (hereinafter the "Assignee").

Whereas Assignor is the inventor and/or the owner of an invention entitled "THERMALLY MANAGED ENCLOSURE" that is/or is intended to be the subject of a United States patent application and/or PCT International Application (hereinafter the "Patent Application");

WHEREAS, Assignor has received confidential and proprietary information of the Assignee relating to the invention that is the subject of the Patent Application;

WHEREAS, Assignor is or was an employee or agent of Assignee at the time the invention that is the subject of the Patent Application was conceived;

WHEREAS, Assignor is desirous of assigning, transferring, and conveying his entire right, title, and interest, without limitation, worldwide in and to the Patent Application, any patent or patents that issues therefrom, and any other patent applications or patents that claim priority to, or claim the benefit of the filing date of, the Patent Application, to Assignee; and

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest, without limitation, worldwide in and to the Patent Application, any patent or patents that issues therefrom, and any other patent applications or patents that claim priority to, or claim the benefit of the filing date of, the Patent Application from Assignor;

Now, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor assigns, transfers, and conveys his entire right, title, and interest worldwide, without limitation, in and to the Patent Application, any patents that issue therefrom, and any other patent applications or patents that claim priority to, or claim the benefit of the filing date of, the Patent Application to Assignee, its successors, and assigns for the entire term of the patent or patents as the same would be enjoyed by Assignor if this assignment had not been made. The Assignor agrees that the entire right, title, and interest, without limitation, worldwide in and to the Patent Application, any patents that issue therefrom, and any other patent applications or patents that claim priority to, or claim the benefit of the filing date of, the Patent Application shall include the entire right, title, and interest, without limitation, worldwide in and to any divisional patent application, continuation patent application, continuation-in-part patent application, reissue patent application, foreign patent application filed directly in a foreign patent office, foreign patent application filed in a foreign patent office under the Paris Convention, Patent Cooperation Treaty (hereinafter "PCT") international application, PCT national phase entry patent application, and/or any other patent application and any patent or patents that issue therefrom that claim priority to, or claim the benefit of the filing date of, the Patent or patents that issue therefrom that claim priority to, or claim the benefit of the rest.

Assignor authorizes and requests that the Commissioner of Patents and the United States Patent and Trademark Office issue any patent resulting from the Patent Application to Assignee. The entire right, title, and interest conveyed to Assignee is to be held and enjoyed by Assignee, its successors, and assigns, as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor shall cooperate with Assignee in the prosecution and protection of patent rights, domestic or foreign, relating to the Patent Application, any patents that issues therefrom, any other patent applications,

 $1 \ \mathrm{of} \ 2$

PATENT REEL: 038090 FRAME: 0824

01033-000008

domestic or foreign, and any patents that issues from, claims priority to, or claims the benefit of the filing date of, the Patent Application.

Assignor shall execute, verify, acknowledge, and deliver all such further papers, including patent applications, instruments of transfer, instruments of assignment, and perform such other acts as Assignee lawfully may request to obtain or maintain the Patent Application and any patents that issue therefrom in athe United States or foreign jurisdictions.

Assignor shall execute, verify, acknowledge, and deliver all such further papers, including patent applications and instruments of transfer and perform such other acts as Assignee lawfully may request to obtain or maintain any other patent application(s), domestic or foreign, and any patent that issues therefrom, that issues from, claims priority to, or claims the benefit of the filing date of, the Patent Application in the United States or foreign jurisdictions.

Assignor grants the firm of MIKESKA ANGELO PLLC the right to insert on this Assignment additional identification information, including a United States Patent Application Serial Number, as may be needed to comply with the rules relating to recordation of this assignment.

IN WITNESS WHEREOF, intending to be legally bound, this assignment has been executed by the Assignor on the date set forth below before.

Signature of Assignor 3-4-2016 Christipher Shannan Barnes Printed Name of Assignor Date

THIS ASSIGNMENT MAY BE SIGNED BEFORE A NOTARY OR TWO WITNESSES

On this _____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared Christipher Shannan Barnes, Assignor, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. WITNESS my hand and official seal on the date set forth below.

Date	Signature of Notary Public	Seal
		······
<u>3-4-2016</u> Date	Signature 1 st Witness	AWAM GOADA
3-4-2016	S.L. M.	Sarah Moragan
Date	Signature 2 nd Witness	Printed Name of 2nd Witness

The following information will be added after execution of this assignment:

United States Patent Application Serial Number:	14/494,866
Filed On:	09/24/2014

ASSIGNMENT

This assignment (hereinafter the "Assignment") is made by and between James Dwight Andrews, Jr., an individual having an address at 10711 Highpoint Lane., Montgomery, Texas 77356 (hereinafter the "Assignor") and Hil Tech LLC dba Gtech USA, a Texas corporation, having a principal place of business at PO Box 2787, Conroe, Texas 77305 (hereinafter the "Assignee").

Whereas Assignor is the inventor and/or the owner of an invention entitled "THERMALLY MANAGED ENCLOSURE" that is/or is intended to be the subject of a United States patent application and/or PCT International Application (hereinafter the "Patent Application");

WHEREAS, Assignor has received confidential and proprietary information of the Assignee relating to the invention that is the subject of the Patent Application;

WHEREAS, Assignor is or was an employee or agent of Assignee at the time the invention that is the subject of the Patent Application was conceived;

WHEREAS, Assignor is desirous of assigning, transferring, and conveying his entire right, title, and interest, without limitation, worldwide in and to the Patent Application, any patent or patents that issues therefrom, and any other patent applications or patents that claim priority to, or claim the benefit of the filing date of, the Patent Application, to Assignee; and

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest, without limitation, worldwide in and to the Patent Application, any patent or patents that issues therefrom, and any other patent applications or patents that claim priority to, or claim the benefit of the filing date of, the Patent Application from Assignor;

Now, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor assigns, transfers, and conveys his entire right, title, and interest worldwide, without limitation, in and to the Patent Application, any patents that issue therefrom, and any other patent applications or patents that claim priority to, or claim the benefit of the filing date of, the Patent Application to Assignee, its successors, and assigns for the entire term of the patent or patents as the same would be enjoyed by Assignor if this assignment had not been made. The Assignor agrees that the entire right, title, and interest, without limitation, worldwide in and to the Patent Application, any patents that issue therefrom, and any other patent applications or patents that claim priority to, or claim the benefit of the filing date of, the Patent Application shall include the entire right, title, and interest, without limitation, worldwide in and to any divisional patent application, continuation patent application, continuation-in-part patent application, reissue patent application, foreign patent application filed directly in a foreign patent office, foreign patent application filed in a foreign patent office under the Paris Convention, Patent Cooperation Treaty (hereinafter "PCT") international application, PCT national phase entry patent application, and/or any other patent application and any patent or patents that issue therefrom that claim priority to, or claim the benefit of the filing date of, the Patent Application.

Assignor authorizes and requests that the Commissioner of Patents and the United States Patent and Trademark Office issue any patent resulting from the Patent Application to Assignee. The entire right, title, and interest conveyed to Assignee is to be held and enjoyed by Assignee, its successors, and assigns, as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor shall cooperate with Assignee in the prosecution and protection of patent rights, domestic or foreign, relating to the Patent Application, any patents that issues therefrom, any other patent applications,

1 of 2

PATENT REEL: 038090 FRAME: 0826 01033-000008

domestic or foreign, and any patents that issues from, claims priority to, or claims the benefit of the filing date of, the Patent Application.

Assignor shall execute, verify, acknowledge, and deliver all such further papers, including patent applications, instruments of transfer, instruments of assignment, and perform such other acts as Assignee lawfully may request to obtain or maintain the Patent Application and any patents that issue therefrom in athe United States or foreign jurisdictions.

Assignor shall execute, verify, acknowledge, and deliver all such further papers, including patent applications and instruments of transfer and perform such other acts as Assignee lawfully may request to obtain or maintain any other patent application(s), domestic or foreign, and any patent that issues therefrom, that issues from, claims priority to, or claims the benefit of the filing date of, the Patent Application in the United States or foreign jurisdictions.

Assignor grants the firm of MIKESKA ANGELO PLLC the right to insert on this Assignment additional identification information, including a United States Patent Application Serial Number, as may be needed to comply with the rules relating to recordation of this assignment.

IN WITNESS WHEREOF, intending to be legally bound, this assignment has been executed by the Assignor on the date set forth below before.

3-4-2016 Signature of Assignor Date

James Dwight Andrews Jr. Printed Name of Assignor

THIS ASSIGNMENT MAY BE SIGNED BEFORE A NOTARY OR TWO WITNESSES

On this ______day of ______, 2016, before me, the undersigned Notary Public, personally appeared James Dwight Andrews Jr., Assignor, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. WITNESS my hand and official seal on the date set forth below.

Date	Signature of Notary Public	Seal
<u>3-4-2016</u> Date	Signature 1 st Witness	LUVIN GOODMA
<u>3-4-2016</u> Date	Signature 2 nd Witness	Sarah Morgen. Printed Name of 2nd Witness

The following information will be added after execution of this assignment:

United States Patent Application Serial Number: 14/494,866	-
Filed On: 09/24/2014	himmed

ASSIGNMENT

This assignment (hereinafter the "Assignment") is made by and between Kevin William Bell, an individual having an address at 11099 First Light Dr., Montgomery, Texas 77356 (hereinafter the "Assignor") and Hil Tech LLC dba Gtech USA, a Texas corporation, having a principal place of business at PO Box 2787, Conroe, Texas 77305 (hereinafter the "Assignee").

Whereas Assignor is the inventor and/or the owner of an invention entitled "THERMALLY MANAGED ENCLOSURE" that is/or is intended to be the subject of a United States patent application and/or PCT International Application (hereinafter the "Patent Application");

WHEREAS, Assignor has received confidential and proprietary information of the Assignee relating to the invention that is the subject of the Patent Application;

WHEREAS, Assignor is or was an employee or agent of Assignee at the time the invention that is the subject of the Patent Application was conceived;

WHEREAS, Assignor is desirous of assigning, transferring, and conveying his entire right, title, and interest, without limitation, worldwide in and to the Patent Application, any patent or patents that issues therefrom, and any other patent applications or patents that claim priority to, or claim the benefit of the filing date of, the Patent Application, to Assignee; and

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest, without limitation, worldwide in and to the Patent Application, any patent or patents that issues therefrom, and any other patent applications or patents that claim priority to, or claim the benefit of the filing date of, the Patent Application from Assignor;

Now, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor assigns, transfers, and conveys his entire right, title, and interest worldwide, without limitation, in and to the Patent Application, any patents that issue therefrom, and any other patent applications or patents that claim priority to, or claim the benefit of the filing date of, the Patent Application to Assignee, its successors, and assigns for the entire term of the patent or patents as the same would be enjoyed by Assignor if this assignment had not been made. The Assignor agrees that the entire right, title, and interest, without limitation, worldwide in and to the Patent Application, any patents that issue therefrom, and any other patent applications or patents that claim priority to, or claim the benefit of the filing date of, the Patent Application shall include the entire right, title, and interest, without limitation, worldwide in and to any divisional patent application, continuation patent application, continuation-in-part patent application, reissue patent application, foreign patent application filed directly in a foreign patent office, foreign patent application filed in a foreign patent office under the Paris Convention, Patent Cooperation Treaty (hereinafter "PCT") international application, PCT national phase entry patent application, and/or any other patent application and any patent or patents that issue therefrom that claim priority to, or claim the benefit of the filing date of, the Patent Application,

Assignor authorizes and requests that the Commissioner of Patents and the United States Patent and Trademark Office issue any patent resulting from the Patent Application to Assignee. The entire right, title, and interest conveyed to Assignee is to be held and enjoyed by Assignee, its successors, and assigns, as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made.

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1 of 2

PATENT REEL: 038090 FRAME: 0828 01033-000008

domestic or foreign, and any patents that issues from, claims priority to, or claims the benefit of the filing date of, the Patent Application.

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IN WITNESS WHEREOF, intending to be legally bound, this assignment has been executed by the Assignor on the date set forth below before.

3-4-2016		Kevin William Bell
Date	Signature of Assignor	Printed Name of Assignor

THIS ASSIGNMENT MAY BE SIGNED BEFORE A NOTARY OR TWO WITNESSES

On this ______day of ______, 2016, before me, the undersigned Notary Public, personally appeared Kevin William Bell, Assignor, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. WITNESS my hand and official seal on the date set forth below.

Date	Signature of Notary Public	Seal
	Δ	
3-4-2016	Krad	Lavien Goodin-
Date	Signature 1 st Witness	Printed Name of 1st Witness
3-4-2016	Jul/M_	Sarah Morgen
Date	Signature 2 nd Witness	Printed Name of 2nd Witness

The following information will be added after execution of this assignment:

United States Patent Application Serial Number:	14/494,866
Filed On:	09/24/2014

RECORDED: 03/24/2016