## 503752190 03/24/2016

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
THOMAS H HEBERT	03/24/2016

### **RECEIVING PARTY DATA**

Name:	OLIVE TREE PATENTS 1 LLC
Street Address:	15488 N. NEBRASKA AVE.
City:	LUTZ
State/Country:	FLORIDA
Postal Code:	33549

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	13423929

### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: docket1@paradieslaw.com

Correspondent Name: PARADIES LAW P.A.

Address Line 1: P.O. BOX 20393

Address Line 4: TAMPA, FLORIDA 33622

NAME OF SUBMITTER:	CHRISTOPHER PARADIES
SIGNATURE:	/cp/
DATE SIGNED:	03/24/2016

## **Total Attachments: 3**

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PATENT 503752190 REEL: 038092 FRAME: 0478

### COMBINED ASSIGNMENT and DECLARATION

THIS ASSIGNMENT, between the undersigned individual or individuals (hereinafter collectively referred to as ASSIGNOR), and Olive Tree Patents 1 LLC (hereinafter referred to as ASSIGNEE), with an office located at 15488 N. Nebraska Ave., Lutz, Florida 33549, United States of America;

#### WITNESSETH THAT:

WHEREAS, ASSIGNOR has acquired certain rights, title and interest in and to certain inventions, improvements and patent rights relating to the following patent application:

Title: THERMOSYPHON HEAT RECOVERY Attorney Docket No. 64380803.00066 Patent Application Serial No. 13/423,929 Filing Date: March 19, 2012

WHEREAS, ASSIGNEE is desirous of acquiring ASSIGNOR's entire rights, title and interest in and to the patent application(s), or issued patent(s), identified above, including, without limitation, any and all inventions, discoveries, improvements and patent rights relating to such patent application(s), any and all other applications for Letters Patent relating to the invention, discoveries, improvements and patent rights disclosed in the patent application(s) in any and all countries including, without limitation, divisional, renewal, substitute, continuation, international PCT and Convention applications based in whole or in part upon the invention, discoveries, improvements and patent rights, and any and all Letters Patent, reissues, reexaminations and extensions of Letters Patent granted for the invention, discoveries, improvements and patent rights (collectively, the "Patent Rights");

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby, without reservations:

- 1. Assigns, transfers and conveys to ASSIGNEE the entire right, title, and interest of the ASSIGNOR in and to the Patent Rights, including, without limitation, the right to sue for and to recover damages and other remedies and injunctive relief, worldwide, in respect of any infringement, contributory infringement, and inducement of infringement of the Patent Rights or other acts carried out by another person within the scope of rights in any of the Patent Rights which may have occurred before or after the date of this Assignment;
- 2. Authorizes ASSIGNEE to file patent applications in any or all countries for the Patent Rights in the name of ASSIGNOR, in the name of any previous assignor, who authorized the filing under a similar obligation to ASSIGNOR, or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable, under an International Convention or otherwise;
- 3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments, regional authorities, international organizations and others to issue or transfer all Letters Patent for the Patent Rights to ASSIGNEE, as assignee of the entire right, title, and interest therein or otherwise as ASSIGNEE may direct;

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- 4. Warrants that ASSIGNOR has not conveyed to others any right, title, or interest in the Patent Rights or any license to use the same or to make, use, or sell anything embodying or utilizing any of the Patent Rights; that ASSIGNOR has good right to assign the same to ASSIGNEE without encumbrance; and that ASSIGNOR is aware of no claim to the contrary;
- 5. Binds the ASSIGNOR, any previous assignor, who has a legal obligation to ASSIGNOR to do so, and the heirs, legal representatives, successors and assigns of the previous assignor and the ASSIGNOR, as applicable, to do, upon ASSIGNEE's request and at ASSIGNEE's expense, but without additional consideration to ASSIGNOR, all acts reasonably serving to assure that the Patent Rights shall be held and enjoyed by ASSIGNEE as fully and entirely as the same could have been held and enjoyed by ASSIGNOR or the heirs, legal representatives, successors and assigns of the ASSIGNOR, as applicable, if this assignment had not been made; and particularly to execute and deliver to ASSIGNEE all lawful application documents including petitions, specifications, and paths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by ASSIGNEE; to communicate to ASSIGNEE all facts known to ASSIGNOR relating to the Patent Rights or the history thereof; to furnish ASSIGNEE with any and all documents, photographs, models, samples, and other physical exhibits under the control of the ASSIGNOR, in the control of any previous assignor, who has a similar obligation to the ASSIGNOR, or the heirs, legal representatives, successors or assigns of the ASSIGNOR, as applicable, which may be useful for establishing the facts of conceptions, disclosures, and reduction to practice of the invention, discoveries, improvements and the Patent Rights; and to testify to the same in any interference, arbitration, or litigation with reasonable reimbursement as to expenses incurred as a result of such testimony; and
- Authorizes the ASSIGNEE or the appointed agent of the ASSIGNEE to enter the Appl. Ser. No. and filling date of the patent application in the spaces provided herein.

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IN WITNESS WHEREOF, ASSIGNOR has caused this agreement to be executed this day of NARCH, 2016.

# DECLARATION

As the below named inventor, I hereby declare that this declaration is directed to the United States application or PCT international application number and filing date identified above.

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

FOR & ON BEHALF OF  (Signature)  Thomas H. Hebert  (Name)  15488 N. Nebraska Ave., Lutz, Florida 33549, USA  (Address)
(Citizen of)
COUNTY OF CHILSPORGUE H
COUNTY OF GILLSEDRAUGH
On this QU day of MARCH, 2016, before me personally came the above named Thomas II. See Twho is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

PEGGY SCHROEDER
MY COMMISSION & EE 855130
EXPIRES: November 29, 2018
Beacket This Budget Holary Services

My Commission Expires: 11-29-16

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