

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3927946

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	DENNIS MAQ CROOK	06/20/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	HEARTSWORK, LLC (D/B/A ECOBUILT EFFICIENT BUILDINGS)	
<b>Street Address:</b>	2840 STRASBURG RD.	
<b>City:</b>	COATESVILLE	
<b>State/Country:</b>	PENNSYLVANIA	
<b>Postal Code:</b>	19320	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	15188168
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(317)637-7561	
<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>		
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<b>Correspondent Name:</b>	TIMOTHY N. THOMAS	
<b>Address Line 1:</b>	111 MONUMENT CIRCLE	
<b>Address Line 2:</b>	SUITE 3700	
<b>Address Line 4:</b>	INDIANAPOLIS, INDIANA 46204	
<b>ATTORNEY DOCKET NUMBER:</b>	024045-000023	
<b>NAME OF SUBMITTER:</b>	TIMOTHY N. THOMAS	
<b>SIGNATURE:</b>	/Timothy N. Thomas/	
<b>DATE SIGNED:</b>	06/21/2016	
<b>Total Attachments: 3</b>		
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## ASSIGNMENT

Dennis Maq Crook of 2840 Strasburg Road, Coatesville, PA 19320 (hereinafter referred to as the "Assignor,") has made inventions relating to an ENERGY EFFICIENT REFRIGERATED ROOM AND OPTIONALLY ASSOCIATED GEOTHERMAL EARTH LOOP SYSTEM, including inventions disclosed, described, and/or claimed in United States Patent Application No. 15/188,168, which was filed on June 21, 2016, (the invention hereinafter being referred to, collectively or individually, as the "Invention" or "Inventions", and the applications hereinafter being referred to, collectively or individually, as the "Application" or "Applications."

As of the date of the execution of this Assignment, Assignor states that he is the sole owner of the Inventions, and that he is under no obligation to assign such inventions to any person or entity.

For good, valuable and sufficient consideration to the Assignor, the receipt of which is hereby acknowledged, the Assignor does hereby sell, assign and transfer unto Heartwork, LLC (dba EcoBuilt Efficient Buildings) a business entity formed under the laws of the State of Pennsylvania, having a business address at 2840 Strasburg Road, Coatesville, PA 19320, hereinafter referred to as the "Assignee,"

- (i) all of the entire worldwide right, title and interest in, to and under the Inventions,
- (ii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the Applications,
- (iii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the portions, in whole or in part, of any and all applications based on or arising from the Inventions or the Applications, including provisional, utility, design, international, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, and
- (iv) all of the entire worldwide right, title and interest, together with all rights of priority and rights of action for infringement, in, to and under the portions, in whole or in part, of any and all patents based on or arising from the Inventions or the Applications, including utility, design, international, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof,

in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to:

- (a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to the extent permissible by law, rights and privileges related to the Assignor's attorney-client relationship,
- (b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- (c) all past, present and future remedies for damages and profits,

as related to the Inventions, the Applications and the portions, in whole or part, of any and all applications or patents based on or arising from the Inventions or the Applications, to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, the above, including items (i) through (iv) and (a) through (c), hereinafter referred to as the "Property and Related Rights."

The Assignor hereby covenants and warrants that the Assignor has not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no assignment, grant, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Property and Related Rights has been made to any party by the Assignor, and that the full right and authority to convey the Property and Related Rights as herein expressed is possessed by the Assignor.

The Assignor hereby further covenants and warrants that the Assignor will, without further consideration or payments to the Assignor but at the Assignee's expense, perform the following as relating to the Inventions, the Applications and the portions of any and all applications or patents based on or arising from the Inventions or the Applications in all countries, United States and foreign, and under any applicable treaty or convention:

- (1) communicate any and all facts and information known to the Assignor respecting the Property and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- (2) sign, execute and deliver any and all other papers necessary or desirable to perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Inventions, the Applications and the portions, in whole or in part, of any and all applications or patents based on or arising from the Inventions or the Applications, including all rightful oaths, declarations, assignments, powers of attorney and other related papers, in and for the use of the Assignee and the Assignee's affiliates, legal representatives and successors;
- (3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignor relating to the Property and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- (4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Property and Related Rights without express written authorization by the Assignee, and, in the event that there is a waiver of attorney-client privileges, assert that any partial waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- (5) generally do everything reasonable to aid in securing, maintaining and enforcing proper protection for the Property and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.

This Assignment embodies the complete agreement between the parties and shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the United States, and in particular in accordance with the laws of the Commonwealth of Pennsylvania, without reference to the conflict of laws principles thereof.

It is further understood that Assignor consent to the courts of Pennsylvania in connection with any dispute arising under the Assignment.

If any provision of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions of this Assignment, which remaining portions shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

This Assignment is hereby made effective as of the date indicated below, or effective as of the conception date of the Inventions if earlier.

WITNESS Assignor's hand this 20<sup>th</sup> day of June, 2016.

Dennis Maq Crook  
Dennis Maq Crook

STATE OF Pennsylvania )  
COUNTY OF Chester ) : SS

Before me, a Notary Public, in and for the jurisdiction indicated above, personally appeared the above-named Assignor, Dennis Maq Crook, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and Notarial Seal this 20<sup>th</sup> day of June, 2016.

Notary Public: J. Richard Weaver Jr.

Printed Name: J. Richard Weaver Jr.

Resident of W. Branchburg Township, Chester County

My Commission Expires:

July 21, 2018

