PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3939291

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the CONVEYING PARTY DATA AND RECEIVING PARTY DATA previously recorded on Reel 039015 Frame 0081. Assignor(s) hereby confirms the CONVEYING PARTY AS THE PRIVATEBANK AND TRUST COMPANY, NOT ELSTON WINDOW & WALL, LLC AND STREET ADDRESS AS 2525 N. ELSTON AVENUE.

CONVEYING PARTY DATA

Name	Execution Date
THE PRIVATEBANK AND TRUST COMPANY	05/13/2016

RECEIVING PARTY DATA

Name:	REFLECTION WINDOW COMPANY, LLC	
Street Address:	2525 N. ELSTON AVENUE	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60647	

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	13540878
Application Number:	14590745
Application Number:	14699782
Application Number:	14711026
Application Number:	14860371
Patent Number:	8959855
Patent Number:	9273763

CORRESPONDENCE DATA

Fax Number: (312)775-8100

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: 312-775-8000

Email: mhmpto@mcandrews-ip.com

Correspondent Name: MCANDREWS, HELD & MALLOY, LTD.

Address Line 1: 500 W. MADISON STREET

Address Line 2: SUITE 3400

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 25371US01 (7 PROPERTIES)

PATENT REEL: 039195 FRAME: 0576

503892642

NAME OF SUBMITTER:	PHILIP HENRY SHERIDAN		
SIGNATURE:	/Philip Henry Sheridan/		
DATE SIGNED:	06/28/2016		
Total Attachments: 8			
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PATENT REEL: 039195 FRAME: 0577



Electronic Patent Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO. The coversheet of the assignment is displayed below:

PATENT ASSIGNMENT COVER SHEET				
Electronic Versio Stylesheet Versi				
SUBMISSION TYPE: NEW ASSIGNMENT				
NATURE OF		ASSIGNMENT		
CONVEYING PARTY DATA				
	Na	me	Execution Date	
ELSTON WI	NDOW 8	k WALL, LLC	05/13/2016	
RECEIVING PARTY DATA				
Name: REFLECTION WINDOW COMPANY,			COMPANY,	
Street 2525 N. ESTON AVENUE			Ξ	

CHICAGO

City:

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Email: mhmpto@mcandrews-ip.com

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Correspondent MCANDREWS HELD & MALLOY,

Name: LTD

Address Line

500 WEST MADISON STREET

Address Line

SUITE 3400

2:

1:

Address Line

CHICAGO, ILLINOIS 60661

4:

ATTORNEY

DOCKET 25371US01 (7 PROPERTIES)

NUMBER:

NAME OF

SUBMITTER:

PHILIP HENRY SHERIDAN

Signature:

/Philip Henry Sheridan/

Date:

06/27/2016

Total Attachments: 4

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RECEIPT INFORMATION

EPAS ID: PAT3936469

Receipt Date: 06/27/2016

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HOME INDEX SEARCH #BUSINESS CONTACT US PRIVACY STATEMENT	
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ASSIGNMENT OF PATENTS

This ASSIGNMENT OF PATENTS ("Assignment"), dated as of April 5, 2016, is entered into by THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank ("Lender"), with an address of 120 South LaSalle Street, Chicago, IL 60603, and REFLECTION WINDOW COMPANY, LLC, an Illinois limited liability company ("Assignee") with an address of 2525 N Elston Ave., Chicago IL 60647.

RECITALS:

WHEREAS, Elston Window & Wall, LLC ("Owner"), an Illinois limited liability company with an address of 2525 N. Elston Ave., Chicago, IL 60647, was the owner of those certain patents and patent applications listed on <u>Schedule A</u> attached hereto and made a part hereof (the "Patents");

WHEREAS, Owner was indebted to Lender pursuant to that certain Loan and Security Agreement dated June 19, 2013, as amended (the "Loan Agreement");

WHEREAS, the Loan Agreement was secured by certain collateral, including the Patents;

WHEREAS, Owner defaulted upon its obligations to Lender under the Loan Agreement;

WHEREAS, Lender exercised its post-default remedies with respect to the collateral, including the Patents;

WHEREAS, Lender held a sale pursuant to 9-610 of the Illinois Uniform Commercial Code (the "<u>UCC Sale</u>");

WHEREAS, at the UCC Sale, Assignee purchased all of Owner's right, title and interest in, to and under the Patents;

WHEREAS, Assignee's purchase of the Patents is reflected in that certain Purchase Agreement dated April 1, 2016 (the "Purchase Agreement") and that certain Bill of Sale dated April 5, 2016 ("Bill of Sale") by and between Lender and Assignee, pursuant to which Lender sells, transfers, conveys, assigns and delivers to Assignee, and Assignee acquires, all of Owner's right, title and interest in, to and under the Patents.

NOW, THEREFORE, for good and valuable consideration provided in connection with the sale and purchase of assets pursuant to the Purchase Agreement and Bill of Sale, the receipt and sufficiency of which are hereby acknowledged, Lender hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns, the Owner's entire right, title and interest in and to the Acquired Assets constituting the Patents, along with the Acquired Assets constituting (a) all rights to sue or recover and retain damages, costs and attorneys' fees for past, present and future infringement, misappropriation or other violation thereof; (b) all United States and foreign

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patents and utility models and applications therefor, including all priority rights provided by any and all treaties, conventions, or agreements; (c) all reissues, divisions, re-examinations, revisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; and (d) equivalent or similar rights anywhere in the world in inventions and discoveries, including invention disclosures, disclosed or claimed therein (all of the foregoing assets identified in this paragraph are collectively the "Patent Acquired Assets").

ASSIGNEE ACKNOWLEDGES AND AGREES THAT EXCEPT WITH RESPECT TO, AND ONLY TO THE EXTENT OF, THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE 5 OF THE PURCHASE AGREEMENT MADE AS OF THE DATE OF THE PURCHASE AGREEMENT AND AS OF THE "CLOSING DATE" (AS DEFINED IN THE PURCHASE AGREEMENT): (A) THE SALE OF THE PATENT ACQUIRED ASSETS TO ASSIGNEE IS: WITHOUT RECOURSE TO LENDER; ON AN "AS IS, WHERE IS" BASIS; AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES AS TO ITEMS, EXISTENCE, OWNERSHIP, TITLE, CONDITION, QUANTITY OR ANY OTHER MATTERS WHATSOEVER; (B) LENDER MAKES NO REPRESENTATION OR WARRANTY AS TO THE VALUE. IF ANY, OF THE PATENT ACQUIRED ASSETS BEING TRANSFERRED HEREBY; (C) LENDER MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE POSSIBLE INFRINGEMENT OF ANY COPYRIGHTS, TRADEMARKS, TRADE NAMES PATENTS OR OTHER INTELLECTUAL PROPERTY ARISING OUT OF THE USE BY ASSIGNEE OF ANY OF THE PATENT ACQUIRED ASSETS; AND (D) LENDER MAKES NO REPRESENTATIONS OR WARRANTIES THAT ALL OR ANY PORTION OF THE PATENT ACQUIRED ASSETS ARE MERCHANTABLE (IN THE SENSE OF AN IMPLIED WARRANTY OF MERCHANTABILITY UNDER THE UCC OR OTHERWISE) OR FIT FOR A PARTICULAR PURPOSE.

Lender agrees to take, at Assignee's expense, such further action, execute such additional documents, provide testimony, and, in general, provide all lawful cooperation reasonably requested by Assignee to perfect Assignee's title in, to and under the Patents and to carry out and fulfill the purposes and intent of this Assignment of Patents.

The rights and obligations of Lender and Assignee shall be governed by, and this Assignment shall be interpreted, construed and enforced in accordance with, the laws of the State of Illinois, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

This Assignment may be signed in any number of counterparts, including facsimile copies thereof or electronic scan copies thereof delivered by electronic mail, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the Lender has caused this Assignment to be executed by a duly authorized officer as of the date first written above.

The Private Bank and Prust Compa	ny, as-Lender
By: Lend Sulel	<u>Gà</u>
Name: Frank Condelling	<u>}</u>
Title: AMD	
STATE OF TL)	
COUNTY OF COOK)ss.	
On 05/13	who executed the within instrument as nd Trust Company, and acknowledged to me
OFFICIAL SEAL [Strat.] ALICIA G MCINTYRE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:12/17/16	Occurs M. M. M. Notary Public My Commission expires on: 12/11/16
Accepted by:	
Reflection Window Company, LLC as Assignee	

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By:

Name: Rodrigo d'Escoto

Title: President

SCHEDULE A

APPLICATION NO.	COUNTRY	PATENT TITLE	FILING DATE
13/540,878	3/540,878 US Systems and Methods for Unlocking/Locking and Opening/Closing Windows		July 3, 2012
14/590,745	US	Systems and Methods for Providing A Window Wall with Flush Slab Edge Covers	January 6, 2015
14/699,782	US	Systems and Methods for Providing A Window Wall with Flush Slab Edge Covers	April 29, 2015
4/711,026 US Systems and Methods for Unlocking/Locking and Opening/Closing Windows		May 13, 2015	
14/860,371	US	Pump Handle System and Method of Use	September 21, 2015
PATENT NO.	COUNTRY	PATENT TITLE	ISSUED DATE
8,959,855	US	Systems and Methods for Providing A Window Wall with Flush Slab Edge Covers	February 24, 2015
9,273,763	US	Systems and Methods for Unlocking/Locking and Opening/Closing Windows	March 1, 2016

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RECORDED: 06/28/2016

PATENT REEL: 039195 FRAME: 0585