PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT3952250

TO 14/153331 previously recorded on Reel 035239 Frame 0951.	SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
14/153331.		Assignor(s) hereby confirms the CORRECT SERIAL NUMBER IS

CONVEYING PARTY DATA

Name	Execution Date
CARL FANELI	03/17/2015

RECEIVING PARTY DATA

Name:	GREEN HVAC DUCTS USA, LLC	
Street Address: 7 LAKE STREET		
City: WHITE PLAIINS		
State/Country:	NEW YORK	
Postal Code:	10603	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14153331

CORRESPONDENCE DATA

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DENTONS US LLP Correspondent Name: Address Line 1: P.O. BOX 061080

Address Line 2: WACKER DRIVE STATION, WILLIS TOWER

Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	10024282-0003	
NAME OF SUBMITTER:	DIANE TATIANA FILATOV /Diane Tatiana Filatov/	
SIGNATURE:		
DATE SIGNED:	07/07/2016	

Total Attachments: 4

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PATENT REEL: 039280 FRAME: 0877 503905599

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PATENT REEL: 039280 FRAME: 0878

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3279130

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

-	Name	Execution Date
	CARL FANELLI	03/17/2015

RECEIVING PARTY DATA

Name:	GREEN HVAC DUCTS USA, LLC
Street Address:	7 LAKE STREET
City:	WHITE PLAINS
State/Country:	NEW YORK
Postal Code:	10603

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14155331

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Address Line 2: WACKER DRIVE STATION, WILLIS TOWER

Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	10024282-0003	
NAME OF SUBMITTER:	DIANE TATIANA FILATOV	
SIGNATURE:	/Diane Tatiana Filatov/	
DATE SIGNED:	03/24/2015	

Total Attachments: 3

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> **PATENT REEL: 039280 FRAME: 0879**

INTELLECTUAL PROPERTY AND PATENT ASSIGNMENT OF RIGHTS

This Intellectual Property and Patent Assignments of Rights ("Assignment") is made and entered into as of the 17th day of March 2015 by and between Green HVAC Ducts USA, LLC, which is located at 7 Lake Street, White Plains, New York 10603, hereinafter referred to as the "Assignee", and CARL FANELLI, residing at 11 Rose Drive, Mahopac, New York 10541 hereinafter referred to as the "Inventor" or the "Assignor".

WITNESSEH

WHEREAS, Assignor is the owner of Continuation Number 14 153 331, dated January 13, 2014, titled INSULATED DUCTS AND INSULATED DUCTWORKS, (hereinafter referred to as the "Patent" or the "Invention").

WHEREAS, the Patent relates to the field of heating, ventilation and air conditioning (HVAC) ducts. More particularly, the patent relates to HVAC duct insulation.

WHEREAS, the Assignor is the sole inventor and owner of the Patent or inventions relating to the Patent;

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest in and to the Patent and Invention within the United States of America and its territorial possessions, and in all foreign countries in which intellectual or industrial property protection may be granted therefore;

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest in and to the Patent and Invention throughout the United States and the world, and all right, title and interest in, to and under any and all Letters Patent of the United States and all countries throughout the world;

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby mutually acknowledged, the Assignor, intending to be legally bound, does hereby:

Sell, assign, transfer, convey, and set over one hundred percent (100%) of his respective 1. and/or collective right, title, and interest in and to the Patent and Invention to Assignee for the entire term of the Patent and any reissues or extensions for the entire terms of any patents, reissues, or extensions that may issue from the United States and its possessions and territories, and all foreign countries, including without limitation the right to all patents and patent applications, and all other intellectual property rights, related thereto or based thereon, including without limitation to any and all provisionals, nonprovisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues and all other applications for patent which have been or shall be filed in the United States and all foreign countries on the Patent and the Invention; and all original, reissued and reexamined patents and extensions thereof which have been or shall be issued in the United States and all foreign countries on the Patent and the Invention to the full end of the term or terms for which the patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned Assignor had this Assignment not been made; and specifically including all rights of priority created by the above patent under any treaty, convention or law relating thereto, as well as, the entire right, title and interest in and to any and all intellectual or industrial property rights including, but not limited to, patents, patent applications, designs, utility models, and inventor certificates which may be granted therefore in the United States of America and its territorial possessions, as well as all foreign countries;

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- Authorize and request the issuing authority to issue any and all United States and foreign patents granted on the Patent and Invention to the Assignee;
- 3. Warrant and represent that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the Assignor, and that the full right to convey the same as herein expressed is possessed by Assignor;
- 4. Agree and undertake, when reasonably requested and at the expense of the Assignee, to carry out the intent and purpose of this Assignment in good faith, Assignor will execute all provisionals, non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues, and all other patent applications on the Invention; execute all lawful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the Assignor relating to the Invention and the history thereof; and generally do everything possible which Assignee shall consider desirable for vesting title to the invention in the Assignee, and for securing, maintaining and enforcing proper patent protection for the Invention; all without further compensation to Assignor;
- 5. This Assignment shall be binding on the heirs, assigns, representatives and successors of Assignor, and shall extend to the successors, assigns, and nominees of Assignee;
- 6. The Assignor shall authorize and request the U.S. Patent and Trademark Office and the equivalent offices at foreign countries, to issue to the Assignee, any and all applicable intellectual or industrial property rights in the Invention and Patent, for the Assignee's sole use and benefit, to the full end of the term for which United States and foreign Patents or the like may be granted, as fully and entirely as the same would have been held by the Inventor had this assignment and sale not been made.
- 7. The Inventor further covenants that he has full and unencumbered title to the Invention and Patent hereby assigned, which title he warrants unto the Assignee, and the Assignor further agrees, without demanding any further consideration therefore, at the request and at the expense of the Assignee, to do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become necessary for obtaining, sustaining, extending, reissuing or reexamining United States and foreign Patents or the like for the Invention and Patent, and for maintaining and perfecting the Assignee's right to the Invention and Patent and any and all intellectual or industrial property rights therein, particularly in cases of interference, conflict, opposition, proceeding, reexamination, derivation, arbitration, and litigation.

NOW, IN TESTIMONY WHEREOF, EACH PARTY HAVING READ AND UNDERSTOOD THE ABOVE, AGREED TO AND ACCEPTED:
Carl Fanelli - Inventor/Assignor Date
11 Rose Drive, Mahopac, New York 10541 Address
Green HVAC Ducts USA, LLC - Assignee Date
By Glen Bernardi, CEO
7 Lake Street, White Plains, New York 10603 Address
On this
WITNESS my hand and official seal in $\frac{\text{Wester}}{\text{Wester}}$ county of $\frac{\text{New York}}{\text{on the date set forth in this certificate.}}$
Mach L Must

KATHLEEN McGUIRE
Notary Public, State of New York
Qualified in Dutchess County
Commission Expires April 14, 2015

(Notary Public)