

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4254825

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GEOFF SEAN LYON	01/31/2017
MIKE HOLDEN	01/31/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	COOLIT SYSTEMS, INC.
<b>Street Address:</b>	BAY 10, 2928 SUNRIDGE WAY NE
<b>City:</b>	CALGARY
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	T1Y 7H9
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	62256519
<b>Application Number:</b>	15354982
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	503-844-9009
<b>Email:</b>	mail@ganzlaw.com
<b>Correspondent Name:</b>	GANZ POLLARD LLC
<b>Address Line 1:</b>	PO BOX 2200
<b>Address Line 4:</b>	HILLSBORO, OREGON 97123
<b>ATTORNEY DOCKET NUMBER:</b>	COOL-2.020.US
<b>NAME OF SUBMITTER:</b>	BRIDGETT BARRETT
<b>SIGNATURE:</b>	/Bridgett Barrett/
<b>DATE SIGNED:</b>	02/01/2017
<b>Total Attachments: 4</b>	
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source=COOL2020US Assignment#page4.tif	

## ASSIGNMENT

For good and valuable consideration, receipt of which is hereby acknowledged, we, the undersigned inventors (hereafter, "Assignor") of certain inventions (hereafter, the "Inventions") for which we are making an application, as follows:

U.S. Provisional Patent Application;  
Entitled: AUTOMATICALLY DECOUPLEABLE COUPLERS AND RELATED SYSTEMS;  
Filed on November 17, 2015;  
Assigned Application Serial Number 62/256,519;  
Identified by Attorney Docket No. COOL-2.020.PR of Ganz Pollard, LLC, P.O. Box 2200,  
Hillsboro, Oregon 97123;

and

For Letters Patent of The United States of America;  
Entitled: FLOW-PATH CONTROLLERS AND RELATED SYSTEMS;  
Filed on November 17, 2016;  
Assigned Application Serial Number 15/354,982;  
Identified by Attorney Docket No. COOL-2.020.US of Ganz Pollard, LLC, P.O. Box 2200,  
Hillsboro, Oregon 97123;

(Hereinafter referred to as the "Patent Application")

hereby sell, assign, and transfer unto

**CoolIT Systems, Inc.**

Bay 10, 2928 Sunridge Way NE  
Calgary, Alberta, Canada, T1Y 7H9,  
a for-profit corporation formed under the laws of Canada

as Assignee,

for Assignee's own use and benefit, and for Assignee's successors and assigns, the entire right, title and interest, for all countries, in and to: (a) the Inventions; (b) the Patent Application(s) and all related patent rights; (c) any and all other provisional and non-provisional patent applications pertaining to said Inventions or the Patent Applications (the "Other Applications"); (d) any and all patent applications claiming priority to the Patent Applications and/or to the Other Applications, or from which the Patent Applications or the Other Applications claim priority, including international and foreign applications (collectively, the "Priority Applications"); (e) any and all continuing applications of the Patent Applications, the Other Applications and the Priority Applications (the "Continuing Applications"); (f) any and all reissues, re-examinations and/or extensions relating to or of the Patent Applications, the Other Applications or the Priority Applications, including, without limitation, any and all renewals of and/or substitutes thereof (collectively, the "Extensions"); and (g) any and all rights and privileges that may be issued, granted or otherwise arise from, in any country, any and all said Inventions (such rights and privileges including, without limitation, any and all patent rights, other protections arising from patent applications, and other proprietary rights). Hereinafter, any and all of the Patent

## ASSIGNMENT

Applications, Other Applications, Priority Applications, Continuing Applications and rights arising therefrom are collectively referred to as "Patent Family Rights."

If the U.S. Serial Number and filing date are unknown at the time of execution of this Assignment, Assignor authorizes any attorney listed with GANZ POLLARD, LLC, or otherwise associated with USPTO Customer Number 022874, to insert where indicated above, the serial number and filing date of said application when known, and to make changes to the Attorney Docket No. listed herein.

Without limiting the generality of the foregoing, Assignor requests and agrees that any and all patents under Patent Family Rights shall issue to said Assignee, or to Assignee's successors and assigns, or to such nominee(s) as Assignee may designate, as the sole owner of the entire right, title and interest in and to any and all said patents and said inventions thereby patented. And Assignor grants Assignee a limited power of attorney to execute documents on Assignor's behalf to give effect to this provision in case Assignors are unavailable, deceased, incapacitated, or otherwise unable or unwilling to cooperate in the process of effecting a transfer of ownership, or recordation of ownership right(s) in the name of the Assignee.

Assignor agrees that, when requested, Assignor will, without charge to said Assignee but at Assignee's expense, execute additional assignments and all other writings, make all declarations and take all oaths, and do all other acts which Assignee reasonably may deem necessary, desirable or convenient (i) for perfecting, securing, maintaining, asserting, and enforcing any and all patent applications and patents for, and other rights and privileges relating to, said inventions and Patent Family Rights in any and all countries and (ii) for vesting the entire right, title and interest therein and thereto solely in said Assignee, its successors and assigns, or such nominee(s) as Assignee may designate. Assignor authorizes and empowers said Assignee, Assignee's successors and assigns, or such nominee(s) as Assignee may designate, to invoke and claim in any application in the Patent Family Rights, and in any and all other applications for patent or other form of protection for said inventions filed by or for it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any treaty or convention which may henceforth be substituted for or be an alternative to the Convention, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

This Assignment grants said Assignee (or Assignee's successors and assigns, or nominee(s) as Assignee may designate) the sole right (a) to pursue in its own name any past, present, or future actions (including, without limitation, claims of infringement) based on any and all rights and privileges that may be issued, granted or otherwise arise from, or relate to, in any country, any and all said inventions (such rights and privileges including, without limitation, any and all patent rights, other protections arising from patent applications, and other proprietary rights) and (b) to exclusively retain any awards, settlements, or other remedies therefrom, as fully and as entirely as we would have had the right to pursue and to retain had this assignment and sale not been made.

Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose and, more particularly, in proof of the right of said

**ASSIGNMENT**

Assignee (or Assignee's successors and assigns, or nominee(s) as Assignee may designate) to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any treaty or convention which may henceforth be substituted for the Convention. Assignor covenants, with said Assignee, Assignee's successors and assigns, that the rights and property herein conveyed are free and clear of any encumbrance, and that Assignor has full right to convey the same as herein expressed.

Assignor agrees that Assignor will not execute any assignment, encumbrance or other writing, or do any other act, that conflicts (a) with this Assignment or (b) without limiting the generality of the foregoing, with any provision set forth herein.

Assignor hereby acknowledges that Assignor was obliged to assign all rights, title and interest in and to the Patent Family Rights to Assignee at the time said Inventions were made.

IN WITNESS WHEREOF, Assignor hereunto signs Assignors' respective names on the day and year set forth below.

  
\_\_\_\_\_  
GEOFF SEAN LYON

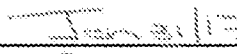
  
\_\_\_\_\_  
DATE

We, the undersigned witnesses, do swear and affirm that: GEOFF SEAN LYON came before us and executed this assignment in our presence on the date indicated; GEOFF SEAN LYON is either personally known by us or provided his identity to us on the basis of satisfactory evidence; and who acknowledged to us that he executed the same of his own free will for the use and purposes therein set forth.

Witnessed:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Printed Name

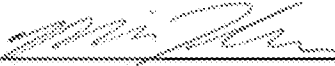
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

ASSIGNMENT

  
MIKE HOLDEN

Jan 21/17  
DATE

We, the undersigned witnesses, do swear and affirm that: MIKE HOLDEN came before us and executed this assignment in our presence on the date indicated; MIKE HOLDEN is either personally known by us or provided his identity to us on the basis of satisfactory evidence; and who acknowledged to us that he executed the same of his own free will for the use and purposes therein set forth.

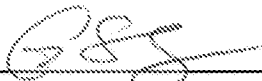
Witnessed:

 Signature	Geoff LYON Printed Name	<u>Jan 21/17</u> Date
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Signature	Printed Name	Date
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ASSIGNEE SIGNATURE

IN WITNESS WHEREOF, Assignee hereunto signed on the day and year set forth below on behalf of COOLIT SYSTEMS INC.

By: 

Jan 21/17

Name: Geoff Lyon

DATE

Title: CEO/CTO