

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name			Execution Date
THE ENERGY CONSERVATORY, INC.			08/31/2017
RECEIVING PARTY DATA			
Name:	TEC ACQUISITION, INC.		
Street Address:	2801 21ST AVE SOUTH		
Internal Address:	SUITE 160		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55407		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Patent Number:	8757008		
Patent Number:	6439061		
CORRESPONDENCE DATA			
Fax Number:	(651)222-6169		
<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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ATTORNEY DOCKET NUMBER:	TEC-PAT1		
NAME OF SUBMITTER:	ANTHONY G. EGGINK		
SIGNATURE:	/Anthony G. Eggink/		
DATE SIGNED:	09/21/2017		
Total Attachments: 4			
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PATENT ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made as of this 31st day of August, 2017 (the "Effective Date") by and between The Energy Conservatory, Inc., a Minnesota corporation having its principal place of business at 2801 21st Ave., Suite 160, South Minneapolis, MN 55407 ("ASSIGNOR") and TEC Acquisition, Inc., a Minnesota corporation having its principal place of business at 2801 21st Ave., Suite 160, South Minneapolis, MN 55407 ("ASSIGNEE")

WHEREAS, ASSIGNOR and ASSIGNEE are parties to that certain Asset Purchase Agreement entered into as of the Effective Date (the "Purchase Agreement"), pursuant to which the ASSIGNOR agreed to sell, and ASSIGNEE agreed to acquire, the patents and patent applications of the business in accordance with the terms of the Purchase Agreement;

WHEREAS, ASSIGNOR owns rights in certain patents and patent applications, including those set forth on Exhibit A (collectively, the "Patents"); and

WHEREAS, ASSIGNOR wishes to assign to ASSIGNEE any and all of its right, title, and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNOR and the ASSIGNEE intending to be legally bound, agree as follows:

ASSIGNOR hereby assigns, transfers, grants, conveys, and relinquishes exclusively to ASSIGNEE any and all of ASSIGNOR'S right, title, and interest worldwide in and to the Patents, including those set forth in Exhibit A, and in and to the patents and all applications that have been or may be filed on the inventions disclosed in the applications set forth in Exhibit A anywhere in the world, including any and all divisions, continuing prosecution applications, continuations-in-part, reissues, continuations, and extensions thereof and in and to any Letters Patents, Inventors' Certificates, Design Registrations, Industrial Models, Utility Models, and all other forms of protection that may be granted thereon, including the right to file applications and the right to claim priority from any applications worldwide, and including the right to pursue and obtain any damages, recoveries, or remedies for past infringements of these protections. ASSIGNOR requests that all Letters Patents, Inventors' Certificates, Design Registrations, Industrial Models, Utility Models and all other forms of protection on said inventions be issued to the ASSIGNEE, and ASSIGNOR agrees to provide reasonable assistance in: obtaining and enforcing patent protection for said inventions, including communicating any facts relating to said inventions, signing lawful papers, and, at the request and expense of the ASSIGNEE, but without additional compensation, testifying in legal proceedings.

Upon the ASSIGNEE'S request, the ASSIGNOR will promptly take such other actions as may be reasonably necessary to vest, secure, perfect, protect or enforce the Patents and interests of the ASSIGNEE in, to and under the Patents at the sole expense of ASSIGNEE and without additional compensation. Such actions shall include, without limitation, the prompt execution and delivery of documents in recordable form (including the prompt execution and delivery of additional confirmatory assignments, including those required for any other patent office in other applicable jurisdictions) and the provision of documents and information useful or necessary for

the ASSIGNEE or its affiliates, designees or agents to file, prosecute or maintain the Patents, or pursue or defend any administrative, court, or other legal proceeding involving the Patents.

ASSIGNOR hereby acknowledges and agrees that they will not challenge (nor assist any third party in challenging) the validity or enforceability of, or the ASSIGNEE'S ownership in the Patents.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed on the date first above written.

ASSIGNOR

The Energy Conservatory, Inc.

By: Gary D. Nelson
Name: Gary D. Nelson
Title: President

ASSIGNEE

TEC Acquisition, Inc.

By: Steven B. Rogers
Name: Steven B. Rogers
Title: President

EXHIBIT A

Title	Inventors	App. No.	Filing Date	Pat. No.	Issue Date
Powered capture hood	Gary Nelson, Ron Rothman	13/627,309	09/26/2012	8,757,008	06/24/2014
Airflow measuring assembly for air handling systems	Gary Nelson, Ronald Rothman, Larry Palmiter	09/539,085	03/30/2000	6,439,061	08/27/2002

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