

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT
RESUBMIT DOCUMENT ID:	103678172

CONVEYING PARTY DATA	
Name	Execution Date
JON MURRAY SCHROEDER	07/26/2017
JON M. SCHROEDER	07/26/2017
JON SCHROEDER	07/26/2017

RECEIVING PARTY DATA	
Name:	TE ENERGY, LLC, A FLORIDA LIMITED LIABILITY COMPANY
Street Address:	C/O WEST SHORT & HOWELL, PLLC
Internal Address:	313 W. 10TH STREET
City:	GEORGETOWN
State/Country:	TEXAS
Postal Code:	78626

PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	8101846
Application Number:	11364719
Patent Number:	8688390
Patent Number:	8354582
Patent Number:	8684114
Patent Number:	8598445

CORRESPONDENCE DATA	
Fax Number:	(512)864-3966
<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>	
Phone:	(512) 864-3911
Email:	WEST.SHORT@WESTSHORTHOWELL.LAW
Correspondent Name:	RICHARD HUFF, SR., MANAGER
Address Line 1:	C/O WEST SHORT & HOWELL, PLLC
Address Line 2:	313 W. 10TH STREET
Address Line 4:	GEORGETOWN, TEXAS 78626

NAME OF SUBMITTER:	RICHARD HUFF, SR.
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PATENT

SIGNATURE:	/Richard Huff, Sr./
DATE SIGNED:	04/11/2018
Total Attachments: 4 source=Agreement_2017.07.26#page1.tif source=Agreement_2017.07.26#page2.tif source=Agreement_2017.07.26#page3.tif source=Agreement_2017.07.26#page4.tif	

TE Energy, LLC
1041 SE 17th Street, Suite 212
Fort Lauderdale, FL 33316

Agreement

This documents represents an "agreement" between TE Energy, LLC (TEE), or its assignee, and Jon Schroeder (JS), all related entities or JS's assignee to enter into an exclusive business relationship involving patents, whether applied for, pending or granted, and or associated technologies, product developments and inventions associated with the thermo-electric generator, hot box or any ancillary products or technologies currently being developed by JS or related entities, for the purpose of manufacturing, marketing and selling these products worldwide, as well as exploring and executing strategic partnerships, mergers, acquisitions, or the sale of the business in its entirety or a portion thereof.

It is the agreement of the parties that JS and all related entities shall assignee all patents developed by JS, as described above and below, to TE Energy, LLC, or its assignee, which shall have the exclusive benefit to any and all the patents. In addition to assigning the patents, JS shall have his patent attorney provide TE Energy, LLC with an opinion letter informing TE Energy, LLC that JS has full right and sole authority to assign the patents without encumbrances. TE Energy LLC shall be structured in a manner and spirit that reflects a venture (Jon Schroeder and his designated members and Richard E. Huff Sr. and his designated members), sharing the distributable earnings as they become available through the utilization of JS's assigned patents and other product developments. When this letter is executed, this letter will represent the agreement between all listed parties and shall be binding on the parties hereto and their heirs and assigns.

The following represents the understandings and a summary of representations made in meetings, emails and phone calls between the above parties for purposes of inclusion within this Agreement.

1. JS:

1. Has sole authority or ownership of all patents and intellectual properties as anticipated in the LOI.

2. Will provide documentation, as Exhibit A to this agreement that shows in circumstances in which an assignee, co-inventor or a third-party previously had authority or ownership of the patents or intellectual properties anticipated in this agreement, JS now has the current sole authority or ownership as described in Paragraph 1.
3. Acknowledges that all future developed product(s), patent(s) enhancements and other intellectual properties, whether requiring patent filing or not, related to the thermo-electric generator, hot box and associated products, shall be the property of TEE, with all intellectual properties rights of any kind assigned to TEE.
4. Shall assign, on an exclusive basis, all patents and intellectual properties, as anticipated by this agreement, to include all patents, domestic (United States Patent and Trademark Office) and foreign, pending or otherwise that JS developed, owns, maintains or controls that are associated with the thermo-electric generator, hot box or any ancillary products or associated technologies, whether in development or completed.
5. Will continue to develop and or finalize the work needed for the issuance of a patent(s) or patent(s) pending for those items described in #4 above as well as to maintain these patents and patent enhancement(s).
6. Will finalize the production and development of a thermo-electric generator suitable as a proven, marketable and sellable product.
7. Will be compensated, via an employment agreement with TEE containing a non-compete provision, for overseeing the continued research, development and manufacturing of the thermo-electric generator and all associated products.
8. Shall work collectively with TEE to continually enhance the generator.
9. Represents that all previous agreements with other parties relating to the thermo-electric generator and related products and technologies are unenforceable and are terminated due to lack of performance, among other things, by those parties; or renegotiated under the guidance of TEE. This representation is a material inducement to TEE signing this agreement. In the attached Exhibit B, JS and his related entities shall provide to TEE all terminated agreements as described in this Paragraph 9.
10. Represents that all key employees and those with working knowledge of the process and technology, have or will have, prior to the execution of this agreement, executed non-compete and non-disclosure agreements benefiting JS and or his related entities. These agreements shall be made an Exhibit C to this agreement.
11. Acknowledges that TEE and or its owners individually have advanced funds to JS and or his company, Micro Generators, LLC, for product development, patents and operations related to the thermo-electric generator, hot box and related products.

12. Acknowledges that JS shall receive 40 ownership in TEE.
13. Agrees that Micro Generators, LLC or its TEE approved assignee shall manufacture thermo-electric generators for TEE on an exclusive basis. Micro Generators, LLC or TEE approved assignee cannot sell or lease to any other party. Micro Generators, LLC or TEE approved assignee shall execute a non-compete/non-disclosure agreement with TEE to be included with the manufacturing contract.
14. Agrees that this agreement, and the requirements of the signees herein, including the exclusive grant of all patents and technologies to TEE as described herein, shall be binding on the parties and their estates, assignees, and grantees in the event of either party's disability or death.

II. TEE:

1. Shall enter this agreement for the life of the patents with JS or JS's assignee that will provide TEE with the exclusive right, through the assigning of JS's patents, to manage, manufacture, make product enhancements, secure additional patents, market and sell worldwide the thermo-electric generator and all associated products. Further, this agreement will allow for TEE to pursue all activities that would lead up to a sale of all, or a portion of, the thermo-electric generator and all associated products.
2. Shall remunerate JS or JS's assignee in a manner and spirit that reflects his prorata ownership in the venture, sharing the distributable earnings as they become available through the utilization of JS's patents and other product developments.
3. Shall maintain all patents assigned by JS, including paying all associated costs in doing so.
4. Shall contract with Micro Generators, LLC, or assignee as long as owned and controlled by JS, to manufacture thermo-electric generators for use by TEE. In the event that TEE determines that Micro Generators, LLC or assignee cannot meet demand or that additional manufacturing capabilities are needed, TEE may institute those capabilities.
5. Shall manage all aspects of sales, marketing, installation, service, licensing, distribution, and all other aspects of the sale of the thermo-electric generators and associated products.
6. Acknowledges that JS shall receive a seat on TEE's management committee.

Nonperformance of the requirements herein shall be deemed a breach of this agreement. In the event that JS is the nonperforming party, TEE, in its sole discretion, may renegotiate with JS, and if renegotiation fails or TEE chooses not to renegotiate, then TEE shall maintain a right to receive 25% of all future revenues, including any form of compensation, including equity, (from e.g. a sale or licensing of the patents, gross profit from the sale of products incorporating technologies involving the patents, etc.) created, involving or benefiting from the use of the patents and intellectual properties as described herein from JS, JS's assignees or any related entities. In the event that TEE is the nonperforming party, TEE shall maintain a right to receive 15% of all future revenues, including any form of compensation, including equity, (from e.g. a sale or licensing of the patents, gross profit from the sale of products incorporating technologies involving the patents, etc.) created, involving or benefiting from the use of the patents and intellectual properties as described herein from JS, JS's assignees or any related entities, for its previous involvement and capital contributions.

This agreement accurately reflects the above parties' understanding of prior meetings, emails and phone calls as it relates to items to incorporate into this agreement.

Agreed to and accepted:



By:

Mr. Jon Schroeder
3501 CR 279
Leander, TX 79631

Date: 7/26/17



By:

Mr. Richard E. Huff Sr.
CEO/MMBR
TE Energy LLC

Date: 7/26/17